

Terms and conditions for access to the “Barrel of Ilmenau”

Preamble

This document fixes the terms and conditions in which researchers from abroad can use the experimental facility of the Technische Universität Ilmenau (TUIL) “Barrel of Ilmenau (BOI)” for their own scientific work. The access right to the facility will be granted by the providing institution and there is no legal right to it. TU Ilmenau decides upon the access according to criteria such as availability and the scientific quality of the research project (see also registration procedure). Exceptions from these rules require a written agreement of the providing institution.

Definitions

- Access provider:** means the beneficiary that is in charge of providing access to the BOI.
- Access:** physically visiting the BOI or mandating the Institute of Thermodynamics and Fluid Mechanics of TUIL to conduct research.
- Infrastructure:** means the research facility Barrel of Ilmenau along with the related services and expertise that are used by the scientific community to conduct research.
- Unit:** means the minimum unit of time offered by the infrastructure, the BOI offers units of one day.
- User:** means a researcher or a group of researchers given access to the infrastructure.

Basics

Description of the infrastructure

The “Barrel of Ilmenau” presents a large-scale Rayleigh-Bénard experiment built up to study highly turbulent convection in its pure form but recently also used e.g. to test novel measurement techniques or to verify indoor flow computations. It is described in detail on www.ilmenauer-fass.de.

Benefits

Generally the access provider offers two kinds of service to use the BOI:

Direct access to the facility: The user has a direct access to the experiment. Because of the complexity of the technical systems he/she is usually supported by our scientific and/or technical staff.

Commissioned research: The user simply charges the access provider to perform certain measurements, which then will be done by our own staff. The results are delivered to the user without its personal presence in Ilmenau.

The access to the infrastructure includes:

- a. Use of the large-scale experimental facility 'Barrel of Ilmenau',
- b. Assistance ensured by one technician and one scientist,
- c. Use of basic laboratory equipment,
- d. Use of the specific measurement technique listed below:
 - 3d Laser Doppler Velocimeter
 - 2d Particle Image Velocimeter
 - 2d Hotwire Velocimeter
 - Infrared Camerasystem Vario HR
 - Multi-channel temperature measurement system for thermistors.
- e. Office space including desk, phone, wifi,
- f. Operating costs.

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Registration

User

Access to the infrastructure will be given any researcher satisfactorily showing the scientific character of his/her research.

Registration procedure

Based on a written application the access provider decides on the access to the infrastructure. The access provider shall notify the applicant about the decision in writing within four weeks after receiving the application. Access will be denied if applicant's scientific character of research does not correspond to access provider's Basic Guidelines ("Civil, non-military use of research results and for peace-keeping purposes").

Users will sign an access agreement which includes the necessary formalities for the access and in which he/she agrees with the terms and conditions.

Allocation of time

User and access provider will agree together on the schedule of the access.

Costs

Access of users to the infrastructure will be provided on the basis of a daily fee covering the operating costs of the infrastructure. The daily fee includes all the logistical, technological and scientific support as well as (if any) specific training that is normally provided to external researchers using the infrastructure. Other costs, like e. g. those for travel and subsistence or for specific requirements due to the user's research will be at the expense of the user.

The daily fee is subject to a yearly adjustment and will be provided on request.

Under particular programs, like e.g. the 'European High Performance Infrastructures in Turbulence (EuHIT)', the costs can be refunded by a third party or the access provider can remit them.

User instructions

Users will be instructed how to run the facility and the technical equipment required operating it. They will be informed about the safety rules and they commit to follow these rules. Experimental work potentially leading to a destruction of the infrastructure or the technical equipment as well as work that may jeopardize the staff's health will be prohibited by the access provider. Users are liable for any damage of the used equipment listed under the paragraph "Benefits", items a, c, d and e and have to recompense any loss. The access provider does neither assume any liability for property damage nor for personal injuries associated with the access except for wilful misconduct or gross negligence of the access provider.

Access rights, good scientific practice and legal issues

The access provider shall ensure that the users enjoy, on a royalty-free basis, access rights to the (included) mutually agreed background of the access provider and to the foreground, if needed to carry out their own work under the project. For external use of background or foreground belonging to the access provider no rights are granted by the access provider. The access provider shall inform, as soon as possible, the users of any restriction which might substantially affect the granting of access rights.

Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and legitimate interests of the owner(s) of the foreground. The knowledge and all data resulting from use of the infrastructure under

this agreement shall, in principle, be the property of the user. Joint project-results are in property of the participants of the results with their relevant shares in the results. The user will have the first right of publication within a period of two years after the last experiment. All collected data should be made available to the access provider on request.

Users are strongly encouraged to publish the results of their research as many times as possible in the open literature. Any publication that includes data from the infrastructure has to be appropriately acknowledged in form of, e. g., authorships, acknowledgements, etc. If the user misses to publish the results within three years after the last experiment, the access provider is automatically authorized to disseminate that knowledge.

During the project and for a period of five years after its completion, the users undertake to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the project ('confidential information').

Local laws and insurance:

The access provider will inform the users about local and other applicable law and regulations relevant for access to the infrastructure.

All insurances required for the access to the facility, in particular health and travel insurance, property insurance for the user's equipment or pre-flight cancellation insurance are in the user's private responsibility.

Force majeure:

The access provider shall not be responsible for any failure to provide access, or delay in the provision of access, in whole or in part, due to unforeseen circumstances or circumstances beyond his own control.

These regulations become applicable immediately.

Ilmenau, March 27, 2014

Enclosures:

- Access agreement

Access Agreement

The user : _____

(name)
(institution)
(address)

confirms that he/she knows and is willing to accept the terms and conditions for access to the facility 'Barrel of Ilmenau'.

Ilmenau, _____

(User)