

Policy for Open Access to Research Infrastructures

at the University of Belgrade Computer Centre: TRAP-RCUB IT Solution and Organizational Model for the Implementation of Institutional or Thematic Repositories

Introduction

The University of Belgrade Computer Centre (UoB-RCUB) provides a wide range of computer services to the faculties and institutes of the University of Belgrade, as well as to the network of publicly funded research organizations in Serbia. It specializes in:

- information technologies – the establishment of information systems and software development;
- communication technologies – the establishment of computer networks and the development of internet-based infrastructure and communication services.

The adoption of the national Open Science Platform by the Ministry of Education, Science and Technological Development of Serbia in 2018 has resulted in a growing demand for repository infrastructure. To respond to this demand, UoB-RCUB has devised a complex IT solution, available under the SaaS (Software as a Service) model, which meets the technical requirements defined in the Open Science Platform and is compliant with relevant international guidelines for repository development and management. The service seeks to enable the implementation of the institutional, national and international Open Science policies and facilitate the adoption of Open Access and Open Science principles in Serbia.

In line with its mission and the role of a publicly funded academic service provider, UoB-RCUB wants to make this service available to all national public and civil society stakeholders on a non-for-profit basis with the aim of establishing a sustainable repository network interoperable with the key international infrastructures and especially with the European Open Science Cloud (EOSC). The ultimate goal is to help create an environment at the national level for knowledge dissemination.

The purpose of this policy is to enable an open and transparent access to the service for a wide range of national public and civil society stakeholders, as well as to define the scope of the service, roles and responsibilities in its implementation, procedures, terms of access and use and fees.

CHAPTER I GENERAL PROVISIONS AND DEFINITIONS

1. The University of Belgrade Computer Centre (hereafter referred to as UoB-RCUB) is the central hub for ICT-related services for the University of Belgrade. It also provides ICT services to other publicly funded academic and research organizations in Serbia. Its services range from technical infrastructure and communication services to highly specialized software applications.
2. This Policy applies to the **TRAP-RCUB IT solution and organizational model for the implementation of institutional or thematic repositories** (hereafter – **Research Infrastructure** or **RI**) developed by UoB-RCUB and guides the relations between the University of Belgrade Computer Centre and the **Users** of its **Open Access Services**.
3. This Policy forms an integral part of any **Open Access Services** agreement concluded between the UoB-RCUB and the **Users** of **Open Access Services**.
4. The objective of this Policy is to define the nature of **Research Infrastructure(s)**, its position in the HEI, its technical specification, services included in this **Research Infrastructure**, provisions for use of resources, time ratio, formation of pricing, intellectual rights and confidentiality obligations and dispute settlement procedures.
5. The following definitions are used in the Policy:
 - **Open Access principles** – the conditions under which UoB-RCUB creates access to its Research Infrastructure for use by different groups of **Users** inside and outside the organisation;
 - **Research Infrastructure (RI)** (infrastructure for carrying out research) – IT solution and organizational model for the implementation of institutional or thematic repositories, including related virtual resources and services, including:
 - a customized software platform based on DSpace;
 - a set of tools and external applications developed to improve DSpace functionalities and respond to users' needs;
 - standardized workflows and quality control;
 - integration of repositories in international infrastructures;
 - flexible technical support and training for repository managers and users;
 - **Resources** – research infrastructure, developers, staff providing services to the infrastructure, computers resources, conducting the operation of the infrastructure, working, maintenance, development and training, time of the infrastructure
 - **Open Access Services** – services constituting access to the **Research Infrastructure**, approved by the University of Belgrade Rector's Office
 - **Applicant** - a legal entity applying for and ordering **Open Access Services**, i.e. requesting access to the **Research Infrastructure**
 - **User** – an **Applicant** who was granted access to the **Research Infrastructure**
 - **Commercial offer of service provision** is a document specifying the terms and financial conditions under which the Open Access Services are provided.

- **Agreement** – an agreement on the provision of Open Access services concluded between the Recipient and the University of Belgrade in accordance with the procedure established in the Terms and Conditions. The minimum agreement term is 12 months, with automatic renewal. Agreement cancellation by either party shall be notified 3 months in advance.
- **Research Infrastructure Operating time** – the total operating time of the Research Infrastructure
- **Technical time** – the period of time within which the Research Infrastructure is being technically maintained and the **Users** cannot use the Research Infrastructure.
- **Open Access time** – the period of time within which the Research Infrastructure is made accessible to the **Users** for a fee
- **Post-cancellation service time** – the period of time after the cancellation of the Agreement during which Research Infrastructure will be available and only minimum maintenance services will be provided.

CHAPTER II RESEARCH INFRASTRUCTURE MANAGEMENT

6. The UoB-RCUB Director is in charge of the supervision of specified Research Infrastructure.
7. TRAP-RCUB Team, a dedicated multidisciplinary team, is in charge of developing and implementing the **Research Infrastructure**.
8. The head of the TRAP-RCUB Team is in charge of the management of specified **Research Infrastructure**.
9. Faculty Vice-Deans for Research and Directors of science institutes are directly responsible to accept the offer and to organize the team within the **Users'** institution to fulfill the agreements obligations.
10. UoB Financial and Accounting Department is responsible for managing payments on a regular basis, and UoB Legal department is responsible to solve any issues which may appear during the Agreement life-time.

CHAPTER III USERS OF RESEARCH INFRASTRUCTURE

11. **Open Access Services** are provided to both internal and external **Users**.
12. **Internal User** is a faculty or a research institute founded by the University of Belgrade.
13. **External User** is any other higher education institution, public research organization, publicly funded institution or a non-governmental organization in Serbia.
14. An **Applicant**, who wants to use or be entitled to use **Research Infrastructure** applies to UoB-RCUB by e-mail. The request is reviewed and then either rejected or approved by the University of Belgrade Rector's Office. An approved **Applicant** becomes a **User**.

15. After the **Application** is received and decision to grant access is made, the **Research Infrastructure** Administrative Support Manager prepares a commercial offer of service provision.
16. When the commercial offer of service provision is accepted, the **Research Infrastructure** Administration Support Manager prepares an **Agreement** for access to the **Research Infrastructure**.
17. The **Agreement** is concluded in writing. Negotiations on the agreement may take place by email, but it enters into force when both parties exchange the signed originals.

CHAPTER IV ACCESS TO RESEARCH INFRASTRUCTURE

18. **Research Infrastructure** is accessible to the **Users** in compliance with procedures defined by the **Time of Access** to the **Research Infrastructure**.
19. The **Research Infrastructure Operating Time** is divided into **Open Access Time**, **Technical Time** and **Post-cancellation service time**
20. The Director of the UoB-RCUB approves the **Research Infrastructure Operating Time** schedule, including the allocation of time units to its types, under the assumption that the objective is to maximise the **Open Access Time**.
21. TRAP-RCUB Team guarantees the provision of 99% of all **Research Infrastructure Operating Time**.
22. **Research Infrastructure** services are provided to internal **Users** as a priority in case demand exceeds the quota of **Research Infrastructure Resources**.

CHAPTER V FORMING OF PRICING FOR RESEARCH INFRASTRUCTURE SERVICES

23. Pricing of the **Research Infrastructure** services is made under the principle of covering the minimum viability costs by collecting a flat-rate monthly fee. There is no initial cost payment. New features developed and implemented during the **Research Infrastructure Operating Time** are covered by the monthly fee, i.e. they are not charged additionally to Recipients.
24. For higher education institutions and research organizations, where the primary function of the repository is to archive and disseminate the research outputs of their research staff, the price of the **Research Infrastructure** services is determined according to the **User's** type – internal vs. external **User** and the **User** size in terms of research staff (in FTEs).
25. For external **Users** that do not have research staff but rather use the repository to archive and disseminate digitized and cultural heritage content (e.g. NGOs, museums, archiver), the fee is negotiated per case between UoB-RCUB and the Recipient.
26. Prices for the services provided to external **Users** are calculated in accordance with the following principles:

- The number of Research staff FTEs multiplied by a fixed amount specified in the **Commercial Offer of service provision**.
 - If the Research Infrastructure is hosted by UoB-RCUB, the price is increased by a fixed amount specified in the **Commercial Offer of service provision**.
 - The price depends on the size of the institution, measured by a tier of 50 FTE.
 - VAT is calculated based on the total amount and added separately
27. Prices for the services provided to internal **Users** are calculated according to the same principles but the calculated price is discounted by 33%.
28. Prices of the **Research Infrastructure** services are announced publicly. Prices may be reviewed if a Recipient has specific requests not likely to be covered by the planned development or requires extra resources. Prices may be reviewed taking into consideration changes in economic conditions, costs of the maintenance, administration and other costs related to the **Research Infrastructure** activities.

CHAPTER VI COLLECTION AND USE OF THE FUNDS RECEIVED FOR PROVISION OF THE RESEARCH INFRASTRUCTURE SERVICES

29. Income received from the provision of the **Research Infrastructure** services has to be used for the up-keep, improvement and renovation of the **Research Infrastructure**. Other purposes might include (1) improvement of qualification of the staff conducting maintenance, and (2) salaries and other expenses directly related to the Research Infrastructure activities.
30. The income received is distributed as follows:
- 15% for the end-user support
 - 20% for indirect costs (Accounting and Legal Departments of UoB)
 - 15% equipment purchasing
 - cca 50% on salaries
31. Income tax for the University's service provision – income is calculated as a fixed part of the price of provided services, transferred to the State Tax Inspectorate.
32. Value-added tax (VAT) is transferred to the State Tax Inspectorate.

CHAPTER VII OBLIGATIONS RELATED TO CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY

33. The UoB-RCUB Director must ensure that the personal information submitted during the process of depositing content in the repositories developed as part of the **Research Infrastructure**, as well as the information automatically collected and stored when visiting these repositories, is used only for the purpose for which it is submitted and that it is not made available to third parties or used commercially.
34. All information marked as confidential by the **User** shall be treated by UoB-RCUB as confidential.

35. Ownership and management of intellectual property created while using the Research Infrastructure, as well as confidentiality obligations are regulated by Serbia's Law on Copyright and Related Rights and the Law on Personal Data Protection.
36. The code behind the **Research Infrastructure**, namely the customized software platform based on DSpace and the set of tools and external applications developed by UoB-RCUB, shall be the intellectual property of UoB-RCUB.
37. Intellectual property questions regarding the content produced and deposited into repositories by Users will be specified in the policies of individual repositories.

CHAPTER VIII DISPUTE SETTLEMENT

38. In case damage is made to the **Research Infrastructure** due to the negligence or error on the part of the TRAP-RCUB Team, the problem will be mitigated by rolling back the **Research Infrastructure** to the most recent back-up.
39. In case of disputes regarding the use of the **Research Infrastructure Resources** or service provision, violations of protection of intellectual property or other basis directly related to the **Research Infrastructure**, a **User** can submit a written claim or complaint to the UoB-RCUB Director.
40. After receipt of a written claim or complaint the UoB-RCUB Director transfers it for the consideration of the TRAP-RCUB Team. Any claim or complaint must be considered and examined in 5 working days from its receipt. The TRAP-RCUB Team prepares an answer and sends it to the **User** by e-mail in the next 3 working days.
41. In case a dispute is not settled, **Users** can protect their rights under procedure established by the national legal acts of Serbia, namely the Law on Obligations, the Law on Copyright and Related Rights and the Law on Personal Data Protection.

CHAPTER IX FINAL PROVISIONS

42. This Policy is amended or repealed under the order of the University Rector Office.