BSC-CNS AI FACTORY

GENERAL TERMS AND CONDITIONS

Co-funded by the European Union

EuroHPC Joint Undertaking

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Document version control

Version	Date	Comments / Track changes
1.0	12/11/2026	First version.

BSC-CNS AI Factory - General Terms and Conditions

These Terms and Conditions ("Terms") govern the User's participation within the BSC-CNS AI Factory Program, use of the AI Factory Website (the "Website"), the general delivery of the AI Factory Program Services (the "Program Services") and apply to any individual, institution, or organization accessing the Website and making use of the Program Services.

For clarity, the following definitions are used throughout these Terms:

1. Definitions

For the purposes of these Terms:

- **"Additional Terms"** means any supplemental terms, conditions, or guidelines that apply to Program Services.
- "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a Beneficiary.
- **"Beneficiary"** means the organizations and entities that are partners under the BSC AI Factory Program Consortia.
- **"User" or "Users"** means any person or entity accessing or using the BSC-CNS AI Factory Program Website and benefitting from the BSC-CNS AI Factory Program Services.
- **"User Materials"** means reports obtained through the delivery of the Program Services
- **"Program Services"** means specific services offered by the BSC AI Factory Program that may require applications, proposals, or other submissions.
- **"Website"** means the BSC-CNS AI Factory Program Website and any related pages, content, or services provided through it.

2. Use of the Website

Users may use this Website for lawful purposes and in accordance with these Terms.

Users must register with accurate information and keep their account credentials confidential.

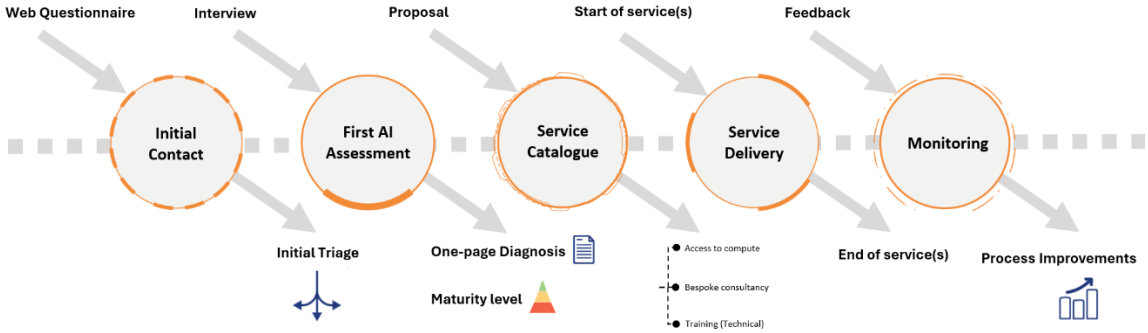
Users agree not to use the Website in any way that could harm, disable, or interfere with its security and functionality.

Account sharing is prohibited. Users are responsible for all actions performed under their account.

Users must notify BSC-CNS immediately of any suspected breach or misuse of their account.

3. Users' Journey and Competitive Selection Process

Users acknowledge and agree that, upon registration, they will enter the initial stage of the Users' journey within the BSC-CNS AI Factory Program. Once registration via the BSC-CNS AI Factory Program Website is complete, this user journey continues as follows:



Likewise, Users acknowledge and agree that acceptance into the BSC-CNS AI Factory Program and access to Program Services are part of a competitive selection process based on objective criteria. Access to or registration on this Website does not guarantee selection for participation in any Program Services. Selection decisions are made at BSC's sole discretion based on the applicable criteria, which are as follows:

3.1. Eligibility Criteria

These criteria are described in the Public Call and Access Protocol which is available here: https://bsc-aifactory.eu/eligibility/ and must be verifiable at the time of application. These criteria are non-negotiable and establish the essential conditions for a User to enter the selection process.

3.2. Suspension or Termination of Access

BSC-CNS reserves the right to suspend or terminate access to the Website, or any other Program Services, to any User or User who violates these Terms or any related Additional Terms.

4. Intellectual Property

4.1. BSC-CNS AI Factory Content and Program Materials

All content, materials, and designs displayed on this Website and related Program platforms that have been developed by BSC are owned by BSC-CNS.

Users may not reproduce, modify, distribute, or otherwise use Website content or any other BSC-CNS AI Factory Program materials without BSC-CNS's prior written consent.

All content, materials and designs present on the Website and related Program platforms that are not owned by BSC-CNS are owned by their respective authors and contributors, credited in each attribution notice.

4.2. User Materials obtained through the delivery of the Services

All User-submitted information or content, and any pre-existing intellectual property contained therein, will remain the intellectual property of the User.

User Materials (Reports) obtained through the delivery of the Program Services will be owned by the User.

5. The BSC AI Factory Program is Free of Charge

The provision of services by the AI Factories should be without prejudice to the EU state aid rules. In principle, provision of (free) services to startups and SMEs should be covered by the General

Block Exemption Regulation 26. On the other hand, provision of services to big industry should be fee-based.

For transparency and to acknowledge the value of the support provided, Users are hereby informed that they will receive information about the estimated cost of the services and activities included in the Program at the time of delivery. This amount reflects the resources allocated to organizing and coordinating and delivering the specific services, as well as the associated operational and visibility-related benefits provided by the BSC-CNS AI Factory.

6. Disclaimer of Warranties

This Website and all content are provided "AS IS" and without warranties of any kind, either express or implied. BSC-CNS does not guarantee that the Website will be uninterrupted or error-free.

The Program Services are provided "AS IS" and without warranties of any kind, either express or implied, including but not limited to: Any implied warranties of merchantability, fitness for a particular purpose, interoperability and non-infringement. The Program Services must be understood as recommendations and simulations, the object of which is research and development and not the delivery of a marketable, exploitable or usable product. The BSC-CNS, as a public and non-profit entity, is outside the product liability chain and will not be liable for damages caused in relation to the manufacture and commercialization of products that use or incorporate resources, information or knowledge derived from Program Services.

7. Limitation of Liability and Indemnification

In no event shall BSC-CNS be liable for any damages arising out of or related to Users' use of the Website and Program Services. Users are solely responsible for ensuring that they register with accurate information and keep their account credentials confidential.

Users will hold BSC-CNS harmless from and against all loss, cost, expense, liability, or damage arising from User's access, use or misuse of the Website, any access, use or misuse of Program Services and/or violations of these Terms.

8. Personal data collection and processing

Pursuant to the EU General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the Council of 27 April 2016, and the EU Directive on privacy and electronic communications 2002/58/EC of the European Parliament and of the Council of 12 July 2002, the Barcelona Supercomputing Center-Centro Nacional de Supercomputación (BSC-CNS) provides the following information.

8.1. Use of User data by BSC-CNS.

By registering and having an account on the Website, Users acknowledge and accept that:

- Users' name, surname, affiliation (if provided), email address and other account details will be used by BSC-CNS for authentication, authorization, password recovery, account verification, and communication purposes but will not be publicly displayed within the Website.

- Usage statistics, metadata, and traffic data (such as IP address, login timestamps, and interactions with the Website) may be recorded and used by BSC-CNS for security, Website optimization, and reporting purposes.

- The information provided by the Users as part of the User Journey (initial interview, related e-mails and communication with their assigned Key Account Manager) will be used internally by BSC-CNS to evaluate the Users' project as part of the competitive selection process, to execute the services within the Program and to inform the development of current and future services within the Program.

- The information provided by the Users as part of the User Journey, as well as any other information provided by Users once formally accepted into the Program, will be used by BSC-CNS to carry out dissemination and promotional activities, produce statistics, and meet any reporting requirements as established under the EUROHPC-2024-CEI-AI-02 within the BSC AI Factory Program.

- All non-public data that is labelled as confidential and is provided by the User shall be treated as confidential and shall not be disclosed to third parties except as expressly required to deliver the Service. Access to User data shall be restricted to personnel strictly necessary for service delivery. User data will not be used to train, fine-tune or improve foundation models or internal systems.

The purpose of the processing is the management of this service. The basis for processing is the performance of this service, in accordance with Article 6.1.b of the GDPR.

This data shall be kept for as long as it is required for the purpose for which it was collected.

In any case, you may withdraw your consent or exercise your rights of access, rectification, erasure, restriction of processing or objection to processing, as well as the right to data portability. These requests must be sent at Plaça Eusebi Güell 1-3, Barcelona (Barcelona) or to the data protection officer of the BSC-CNS at the following address: dpo@bsc.es

You may also file a complaint before the Spanish Data Protection Agency.

8.2. User Data Sharing

The personal data provided will be processed for the purpose of gathering market and stakeholder insights. The data may also be used to maintain a database of relevant contacts to facilitate communication and potential collaboration within the scope of the project.

The purpose of the processing is the management of this service. The basis for processing is the performance of this service, in accordance with Article 6.1.b of the GDPR.

The data described in section 8.1 above will be shared with the Beneficiaries, Affiliates and the HPC Regional Nodes of the BSC-CNS AI Factory Program.

The Beneficiaries are as follows:

- Fundação para a Ciência e a Tecnología, I.P. (FCT)
- Scientific and Technological Research Council of Türkiye (TÜBITAK)
- National Institute for Research & Development in Informatics (ICI Bucuresti)

The Affiliates for BSC-CNS are as follows:

- The Spanish Ministry for the Transformation and the Civil Service

- The State Secretariat for Digitalization and Artificial Intelligence (SEDIA)
- Department of Research and Universities of the Government of Catalonia (Generalitat)

As well as with the EuroHPC Joint Undertaking, the European Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors.

The HPC Regional Nodes are as follows:

- Fundación Computación y Tecnologías Avanzadas de Extremadura
- Consorci de Serveis Universitaris
- Instituto de Astrofísica de Canarias
- Navarra de Servicios y Tecnologías, S.A.
- Centro de Investigaciones Energéticas, Medioambientales y Tecnológicas, O.A., M.P.
- Fundación del Centro de Supercomputación de Castilla y León
- Universidad Autónoma de Madrid
- Universidad de Cantabria
- Universidad de Málaga
- Universidad de Zaragoza
- Universitat de València

In any case, you may withdraw your consent or exercise your rights of access, rectification, erasure, restriction of processing or objection to processing, as well as the right to data portability. These requests must be sent at Plaça Eusebi Güell 1-3, Barcelona (Barcelona) or to the data protection officer of the BSC-CNS at the following address: dpo@bsc.es

You may also file a complaint before the Spanish Data Protection Agency.

9. Audit Rights and Sanctions

If suspicious activity related to User's use of Program Services is detected, including a potential breach of these Terms or any other Additional Terms by the User, BSC-CNS reserves the right to audit the User. The User shall cooperate with BSC-CNS, including providing any requested documentation necessary for BSC-CNS to conduct its own internal investigation into the suspicious activity related to User's use of Program Services. The User is hereby informed that the BSC-CNS may be required by law to forward the result of such investigation to the relevant institutions and competent public bodies, including but not limited to the EuroHPC Joint Undertaking, the European Commission, the European Anti-Fraud Office and the Court of Auditors.

In the event of any breach of these Terms and Conditions or any Additional Terms, BSC-CNS reserves the right to adopt one or more of the following measures, depending on the severity and impact of the breach:

1. Temporary suspension or permanent revocation of the Users' access to the Website or related Services.
2. Reporting of the breach to the relevant institutions, competent public bodies.
3. Recovery of any damages, losses or costs suffered by BSC-CNS as a result of the breach.
4. Restriction or exclusion of the User from future participation in the BSC-CNS AI Factory Program or related initiatives.

10. Open Science and Dissemination of Materials

10.1. Open Access to BSC-CNS AI Factory Materials

The BSC-CNS AI Factory aims to benefit society. In that regard, and under grant agreement No 101234399 Article 17, and following the principle 'as open as possible as closed as necessary', the BSC-CNS must disseminate results obtained under the Program (such as internal materials, catalogues, deliverables, etc) as soon as feasible, in a publicly available format, unless providing open access would:

- Be against the BSC-CNS's or the Program Users' legitimate interests, including regarding commercial exploitation, or
- Be contrary to any other constraints, particularly EU competitive interests.

10.2. User Materials obtained through the delivery of the Services

User Materials (generally reports) obtained through the delivery of the Services will belong to the User. No User Materials will be disclosed or published without prior written consent.

If BSC-CNS intends to disseminate these User Materials, it must give at least 15 days' advance notice to the User, together with sufficient information on the User Materials it will disseminate.

The User may object within 15 days of receiving notification, if it can show that its legitimate interest in relation to the User Materials would be significantly harmed. In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

Otherwise, program Users must ensure open access to peer-reviewed scientific publications relating to their results. They must ensure that:

- At the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications, which may be either chosen by the User or facilitated by BSC-CNS.

- Immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or a license with equivalent rights; for monographs and other long-text formats, the license may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND) and

- Information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

For specifications regarding dissemination of contributions to the Software or Data Repositories, Users are welcome to consult the Data Management Plan and related terms and conditions for the Data and Software Repositories.

13. Communication and Funding Acknowledgements / Use of Logos

To comply with the communication obligations for recipients of EU funding under the 2021–2027 programs, all communication materials must include the appropriate funding acknowledgements. This includes the display of the EuroHPC JU logo, the AI Factories stamp, the European Union

emblem, and the logos of the relevant national funding agencies from each participating country. You may find these materials within the AI Factory Website.

In line with these requirements, all resulting materials obtained by Users because of their participation in the Program (such as flyers, roll-ups, presentations, websites, and other communication or dissemination outputs) must include the following standard acknowledgement:

> "(USER NAME) has benefited from the BSC AI Factory Program. This project has received funding from the European High-Performance Computing Joint Undertaking (JU) under grant agreement No 101234399 and Spain, Portugal, Romania and Türkiye. The JU receives support from the European Union's Horizon Europe Programme."

For Users who are registered and operate within Spain, they must add the following statement at the end of the previous paragraph:

> "It is also co-funded by the Department of Research and Universities of the Government of Catalonia and the Spanish Ministry for the Transformation and the Civil Service."

Users may use the BSC-CNS AI Factory logo to communicate or disseminate their participation in the Programme, always following brand guidelines. Users may not use the BSC-CNS AI Factory logo out of context and/or in a manner which implies, directly or indirectly, a business or collaborative relationship beyond the Users' participation in the Programme. Such uses of BSC-CNS AI Factory logo are forbidden and will result in disciplinary action against the User, who may have their participation in the Programme revoked on such grounds.

14. Modifications

The BSC-CNS reserves the right to modify these Terms at any time.

15. Use of Program Services and Additional Terms

The BSC AI Factory Program offers specific services, events, or opportunities for its Users ("Program Services"). Additional terms and conditions will apply to Users' participation in or use of such services. Those additional terms will be provided to Users when requesting access to the Services and must be accepted to receive the service.

16. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by Spanish law. Any dispute will be submitted to the exclusive jurisdiction of the courts of Barcelona, Spain.

17. Contact

For any questions about these Terms, Users may contact contact.bsc-aif@bsc.es.