

CLIMB Terms and Conditions

Version 3.1

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1. Introduction

These terms and conditions govern the contractual relationship between users and CLIMB cloud computing infrastructure. By using CLIMB, you agree to be bound by these terms and conditions and the CLIMB Acceptable Use Policy. If you do not agree to these terms and conditions, you may not use CLIMB.

2. Cross-Institutional Responsibilities

By using CLIMB, you are using computational resources under the responsibility of your own employer and systems hosted by our partner institutions (Quadram Institute Bioscience, University of Birmingham, and collaborating institutions). Therefore, you are bound by the acceptable use, security, and data management policies of all institutions involved in this process, with UK institutional policies taking precedence for compliance purposes.

3. User Categories and Access Framework

3.1 Primary Users (UK-based)

Primary Users must be UK-based and include:

- Salaried positions in UK academic institutions (.ac.uk email)
- UK government agencies (.gov.uk email)
- UK healthcare systems (.nhs.uk email)
- Independent researcher and/or team leader status
- Industrial users under approved agreements with CLIMB

Primary users may sponsor secondary users from any location, including international collaborators, and maintain full responsibility for their compliance with UK requirements.

3.2 Secondary Users

Secondary users work under the responsibility of a UK-based primary user and may include:

- Students, postdoctoral researchers, research staff and collaborators (UK and international)
- Industrial employees engaged in collaborative projects with UK-based primary users

3.3 Industrial Users

Industrial users access CLIMB through collaboration agreements. Terms and conditions for industrial access are defined in separate collaboration agreements that reference these general terms.

3.4 Access Package Framework

CLIMB provides access through justified packages, aligned with specific use cases:

Research Packages

- Support for funded research projects
- Multi-institutional collaborative research
- PhD and postdoctoral research activities
- International research collaboration

Training Packages

- Bioinformatics skills development
- Capacity building initiatives
- Workshops and tutorials

Surveillance Packages

- Public health surveillance activities
- Pathogen monitoring and analysis
- Emergency response capabilities
- Collaboration with public health agencies

Trial Packages

- Time-limited access for evaluation purposes or proof-of-concept activities
- Transition pathway to sustained access
- New user onboarding and assessment

3.5 Package Justification and Approval Process

Users requesting access packages must: clearly articulate the research, training, or surveillance need; demonstrate alignment with CLIMB's microbial bioinformatics mission; specify the duration and scope of required access and identify the primary user.

4. Primary User Responsibilities

Primary users must:

- Register for accounts at <https://bryn.climb.ac.uk/user/register/>
- Nominate and take responsibility for secondary users
- Ensure proper resource management (terminate unused notebooks, manage storage)
- Maintain current contact details for themselves and secondary users
- Renew licenses according to specified schedules
- Remove secondary users who leave their teams
- Inform CLIMB management of changes in eligibility status

5. Service Provision

5.1 Service Portfolio

CLIMB provides three main service categories:

1. Jupyter Notebooks - Interactive computing environments
2. Graphics Processing Units (GPUs) - Accelerated computing resources
3. Storage - File Storage and S3 Object Storage

5.2 Package-Based Allocations

- **Research Packages:** Team set up with standard allocation: 14 vCPUs (8 CPU for notebooks, 6 for Nextflow, 500GB Team Shared Storage, 1TB S3 Storage).

- **Training Packages:** Set up of a dedicated team with 500GB Team Shared Storage and 1TB S3 Storage. Minimum package includes 10 notebooks (4 CPU or 8 CPU each).
- **Surveillance Packages:** Priority access for public health activities. Storage and computing capacity to be agreed on a case-by-case basis.
- **Trial Packages:** Designed for assessment and transition to full packages. Limited evaluation access: 10 CPUs, 500GB Team Share Storage, 500GB S3 Storage. Duration up to 4 months.

5.3 Paid Service Enhancements

- Additional compute (CPU or GPU) or storage resources beyond package allocations
- Custom configurations and specialised resources

5.4 Service Level Agreements

- Services provided on reasonable endeavours basis
- Paid users: enhanced service levels as specified in agreements
- Planned maintenance will be communicated in advance through official channels (Bryn dashboard)
- Priority support for emergency public health activities

6. Quotations and Billing

6.1 Quotation Validity

- Quotations are valid for 60 calendar days from issue
- Credits for cloud computing resources must be spent within 12 months and no refunds for unused credits after expiry

6.2 Payment Terms

- Payment terms as specified in individual invoices
- Access contingent on payment for paid services

7. Data Management and Security

7.1 Data Retention

- Data retained for license duration plus 3 months grace period
- No notification before deletion after grace period
- User responsible for external backup strategies

7.2 Security Requirements

- Strong password policies where passwords necessary
- Two factor authentication
- No sharing of credentials
- Immediate reporting of security incidents required

7.3 Data Protection

- User responsibility for data backup and security

- No guarantee against data loss
- Compliance with GDPR and relevant data protection legislation required
- Identifiable clinical data storage strictly prohibited

Users considering the collection, storage, or use of personal data must consult with their institutional Data Protection Officer before such activities commence and must follow proper registration procedures as required by their institution and applicable law. Failure to comply with Data Protection Act 2018 and GDPR requirements may result in service suspension and referral to institutional authorities.

8. Publication and Acknowledgement Requirements

All users must acknowledge CLIMB in pre-prints, peer-reviewed publications, conference presentations and posters, technical reports and white papers, grant applications citing CLIMB-supported preliminary data, theses and dissertation.

Standard acknowledgement text: This work was supported by the CLIMB infrastructure, operated by the Quadram Institute Bioscience and the University of Birmingham.

9. Liability and Disclaimers

9.1 Service Availability

CLIMB cannot guarantee continuous system availability. While planned maintenance will be scheduled and communicated in advance, emergency maintenance may occur without notice.

CLIMB assumes no responsibility for user data loss or system failures. External data backup is responsibility of the users.

9.2 Limitation of Liability

CLIMB' liability is limited to direct costs of service provided.

Users are responsible for ensuring appropriate permissions for data, research and compliance with relevant laws and regulations.

Indemnification by users for third party claims arising from their use of CLIMB.

CLIMB does not accept liability for claims made by third parties arising from user application and use of data, information, or results obtained from CLIMB facilities. Users are solely responsible for the accuracy, legality, and appropriateness of their research outputs and any claims arising therefrom.

10. Support Services

10.1 Technical Support

- Ticket-based support via Bryn interface or support@climb.ac.uk
- Documentation available at <https://docs.climb.ac.uk>

10.2 Support Scope

- Technical issues with platform functionality
- Guidance on appropriate usage and best practices
- Security incident response
- Limited research methodology support

11. Compliance and Enforcement

11.1 Policy Compliance

- Users must comply with CLIMB Acceptable Use Policy
- Institutional policies of all partner organisations apply
- Regular compliance monitoring and auditing
- Cooperation with institutional and legal authorities as required

11.2 Sanctions for Violations

- Minor breaches: Warning with compliance guidance
- Significant breaches: Temporary or permanent account suspension
- Serious violations: Referral to employers and/or law enforcement
- Reckless behaviour: Immediate termination without notice

In addition to sanctions outlined in the Acceptable Use Policy, CLIMB reserves the right to recover all reasonable costs incurred in investigating violations and restoring systems, including but not limited to: staff time for investigation and remediation; hardware replacement or repair; software license remediation; network security incident response; and legal or compliance consultation costs. Users found in violation may be personally liable for these costs.

11.3 No Liability for Sanctions

CLIMB assumes no responsibility for financial or reputational damage caused by sanctions resulting from policy violations.

12. Termination

12.1 User-Initiated Termination

- 30-day notice required for voluntary termination, unless specified differently in the agreement
- Data deletion upon termination
- No refunds for unused paid services

12.2 CLIMB-Initiated Termination

- Immediate termination for serious policy violations
- Termination of account at the end of package with 30-day grace period
- 90-day notice for service discontinuation

13. Intellectual Property

13.1 User Data and Results

- Users retain ownership of their data and research results
- CLIMB claims no intellectual property rights in user data
- Users responsible for respecting third-party intellectual property rights

All software and hardware licenses acquired for use on CLIMB must be registered with the relevant institution and, where appropriate, signed by authorised signatories within the appropriate organisational unit.

13.2 Platform Technology

- CLIMB platform and associated technologies remain property of partner institutions
- Users granted limited license to use platform for permitted purposes only

14. Amendments and Updates

14.1 Terms Updates

- CLIMB reserves right to update terms with reasonable notice
- Continued use constitutes acceptance of updated terms
- Significant changes communicated through official channels

14.2 Service Changes

- Service specifications may change with advance notice
- Efforts made to minimise disruption to ongoing research
- Users notified of changes affecting their access or quotations

15. Dispute Resolution

15.1 Informal Resolution

- Initial disputes addressed through CLIMB support channels
- Good faith efforts to resolve issues collaboratively
- Escalation to institutional authorities where appropriate

15.2 Formal Procedures

- Serious disputes subject to relevant institutional procedures
- Jurisdiction determined by user's institutional affiliation
- Alternative dispute resolution preferred where possible