

FINAL DRAFT 24 JULY 2012

Agreement

K/HR

between

**The European Organization for Nuclear Research
(CERN)**

and

**Istituto Nazionale di Fisica Nucleare
(INFN)**

concerning

INFN-CERN scientific cooperation

2012

The European Organization for Nuclear Research ("CERN"), an Intergovernmental Organization having its seat at Geneva, Switzerland, represented by Professor Rolf Heuer, Director-General,

on the one hand,

and

The Istituto Nazionale di Fisica Nucleare ("INFN"), in Rome, Italy, represented by Professor Fernando Ferroni, President,

on the other hand,

(hereinafter jointly referred to as "Parties");

CONSIDERING THAT:

CERN's mission is to facilitate international co-operation in the field of high-energy physics and to provide the necessary infrastructure for this purpose;

CERN is currently engaged in the operational phase of the Large Hadron Collider (LHC) and of the associated Experiments;

INFN is actively collaborating with CERN in the framework of the above activities;

In 2007 the Parties have concluded Agreement 1440/HR concerning a "*Special INFN Associate Programme in the Framework of the LHC*" ("the 2007 Agreement") enabling particularly qualified personnel from INFN to spend time at CERN in the framework of the LHC activities;

The 2007 Agreement has been prolonged and amended on various occasions since its conclusion;

The Parties now wish to replace the 2007 Agreement by a new agreement that extends the scope of their co-operation beyond LHC activities and that

incorporates all changes agreed between them up to the date of this new agreement,

HAVE AGREED AS FOLLOWS:

Article 1

Scope

This agreement ("the Agreement") specifies the conditions under which CERN agrees to receive up to fifty (50) scientists ("the Researcher(s)"), including PhD students, per year from INFN to participate in common research activities. Within the positions available, the Parties shall agree each year, through an exchange of letters between them, on:

- a) the exact number of positions that will be granted, subject to the selection procedures established under Article 2;
- b) the distribution of such positions between the concrete LHC activities concerned and, more generally, within the areas of scientific co-operation between the Parties.

Article 2

Selection and Appointment of the Researchers

INFN shall set up a Selection Committee that will include a CERN representative. The Committee shall meet twice per year and shall issue a recommendation to CERN for the appointment of the Researchers under this Agreement. Subject to CERN's final approval, recommended candidates will be granted a contract of association with CERN in principle within period of two (2) to three (3) months from the date of their recommendation to CERN.

Article 3

Status of the Researchers and Duration of Stay

- 3.1 At CERN, the Researchers shall have the status of associated member of the personnel, in the relevant sub-category of associated personnel, in accordance with CERN's Staff Rules and Regulations.
- 3.2 The Researchers will normally be appointed for a period of twelve (12) months, it being understood that they shall not be appointed for a period of less than six (6) months. The Selection Committee may recommend the

appointment for a second twelve (12) month period, for a total maximum duration of twenty-four (24) months, for researchers that hold a PhD at the time of the start of the new appointment. Subject to CERN's final approval, CERN will prolong or renew the contract of association accordingly.

Article 4

Salary, Subsistence and Social Insurance

- 4.1 The Researchers shall at all times during their association with CERN be employed by INFN, who shall bear exclusive responsibility for the payment of their salary.
- 4.2 CERN agrees to execute, on behalf and at the expense of INFN, the following payments to the Researchers, to assist in covering the costs of their stay in the local area:
- travel allowances in accordance with CERN's applicable rules;
 - a monthly subsistence allowance of 4.000 CHF (four thousand Swiss francs) for Researchers that are PhD students;
 - a monthly subsistence allowance of 5.000 CHF (five thousand Swiss francs) for post-doc Researchers.

It is understood that, if so decided by INFN, in order to keep up with any increase in the cost of living of the Researchers in the local area, the amount of the subsistence allowances mentioned above may be subject to indexation.

- 4.3 INFN shall be responsible for ensuring that the Researchers have adequate third party liability as well as social insurance cover, in accordance with applicable laws. Their social insurance cover and that of the members of their family accompanying them must include cover against the financial consequences of illness and accidents (including, for the Researchers, illness and accidents of professional nature) that is adequate in the CERN Host States. INFN shall be liable to CERN for any cost or expense resulting from the situation where any part of the social insurance cover referred to in this article is not in place or inadequate.

Article 5

Compliance with CERN Rules

- 5.1 While at CERN, the Researchers shall be subject to the authority of the Director-General of CERN. They shall comply with CERN's Staff Rules and Regulations, with its safety rules, the rules applicable to scientific publishing and all other applicable rules, as well as with the Code of Conduct. The Director-General may terminate a Researcher's contract of association in case of misconduct.

- 5.2 INFN shall ensure the Researchers' compliance with the confidentiality obligations set out in Article 7, including after the completion of their stay at CERN.

Article 6

Intellectual Property

- 6.1 Intellectual property shall mean all intellectual property, including know-how, in forms such as drawings, designs, documents, inventions, software programmes, reports, processes and protocols, and protected by means such as secrecy, patents, copyrights and trademarks.

- 6.2 Intellectual property created by a Researcher during his or her association with CERN shall be vested in CERN in accordance with CERN's Staff Rules and Regulations. CERN herewith grants INFN a non-exclusive, royalty free license to use such intellectual property for its own internal research purposes, including through other participants in its scientific programme. Each Party's use of such intellectual property, including through other participants in its scientific programme, shall be for non-military purposes only and each Party shall hold the other Party free and harmless from liability in connection with such use.

Article 7

Confidentiality

- 7.1 Confidential information shall mean any information disclosed by one Party to the other in relation to this Agreement which has been identified as confidential or which can be reasonably understood as being confidential.
- 7.2 Confidential information shall be held in confidence and shall not be disclosed by the receiving Party to any third party without the prior written approval of the disclosing Party.
- 7.3 Notwithstanding the foregoing, a Party is entitled to disclose confidential information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently from any confidential information received under this Agreement, or which has become public knowledge other than as a result of a breach on its part of the confidentiality obligation defined above.

Article 8

Attribution of Costs

- 8.1 All costs related to the stay of the Researchers at CERN, including subsistence and travel costs, shall be borne by INFN. INFN shall in a timely manner transfer the amounts payable through CERN in accordance with Article 4.2 into a dedicated CERN account.
- 8.2 The execution of payments by CERN is subject to availability of sufficient funds in the dedicated CERN account. INFN shall hold CERN free and harmless from claims by the Researchers as a consequence of unavailability of funds.

- 8.3 INFN shall cover CERN's costs of managing this Agreement in an amount of 10% of the yearly amount transferred into the dedicated CERN account, up to a maximum of 50.000 CHF (fifty thousand Swiss francs) per calendar year.
- 8.4 The Parties shall jointly appoint a financial liaison officer who shall be responsible for the management of the dedicated CERN account and who shall provide INFN with regular status reports regarding the account.

Article 9

Contact Persons

- 9.1 All documents concerning this Agreement shall bear the reference number:

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9.2 CERN shall nominate a contact person to whom all information and requests in relation to the implementation of this Agreement (other than financial information and requests) shall be addressed.

At the date of this Agreement, this contact person shall be:

Wislá Carena,
CERN-PH-AIO,
CH-1211 Geneva 23

CERN shall notify INFN of any changes.

9.3 INFN shall nominate a contact person to whom all information in relation to the implementation of this Agreement shall be addressed.

At the date of this Agreement, this contact person shall be:

The President of the INFN National Scientific Committee I, who at the date of this Agreement is Franco Bedeschi.

INFN shall notify CERN of any changes.

Article 10 Amendments

10.1 Any amendments to this Agreement shall be made in writing and signed by the authorized representatives of the Parties.

10.2 Any Annexes to this Agreement shall form an integral part of it.

Article 11 Governing Law

The provisions of this Agreement shall be interpreted in accordance with their true meaning and effect and independently of any national, local or other law. Where a matter is not specifically covered by this Agreement or where a provision is ambiguous or unclear, reference shall be made to Swiss substantive law.

Article 12
Settlement of Disputes

Any dispute arising from the execution and interpretation of this Agreement shall be resolved by amicable settlement between the Parties. Failing such amicable settlement, the dispute shall be settled in accordance with the arbitration procedure applied by CERN by virtue of its status as an Intergovernmental Organization.

Article 13
Duration

13.1 This Agreement shall enter into force on the date of its signature by the Parties and shall remain in force until terminated jointly by the Parties or terminated by either Party subject to six (6) months' written notice.

13.2 Notwithstanding termination of this Agreement, its provisions shall continue to bind the Parties in so far and for as long as may be necessary to give effect to their respective rights and obligations accrued prior to termination. In particular, termination shall be without prejudice to the obligations of the Parties with regard to Researchers who have been selected or/or appointed prior to the date of termination.

Signed at Geneva on

For the European Organization for
Nuclear Research (CERN)

For Istituto Nazionale di Fisica
Nucleare (INFN)

.....
Professor Rolf-Dieter Heuer
Director-General

.....
Professor Fernando Ferroni
President

