

ORGANISATION EUROPEENNE POUR LA RECHERCHE NUCLEAIRE

CERN EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

GENERAL CONDITIONS

APPLICABLE TO

EXPERIMENTS PERFORMED AT CERN

14 April 2000

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applicable to

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The mission of the European Organization for Nuclear Research (CERN) is to sponsor international scientific research in high-energy physics.

This document sets out the rules and procedures concerning organisational, managerial and financial matters, which apply to all Universities and Research Institutions in connection with their participation in an experiment at CERN.

This document also addresses CERN's role as that of a Host Laboratory, to be distinguished from CERN's scientific responsibility as a member of an experiment Collaboration.

1. SCOPE OF APPLICATION

- 1.1. The General Conditions apply to experiments carried out at CERN by the combined efforts of several Universities and Research Institutions.
- 1.2. These experiments require approval by the CERN Research Board and the Director-General after consideration of written proposals submitted to the appropriate experiments committees, taking into account scientific interest, technical feasibility and the constraints imposed by available resources.
- 1.3. The General Conditions do not apply to "Recognised Experiments", the definition of which was decided by the CERN Research Board (CERN/DG/RB 99-285). The conditions applicable to such experiments are decided by the Research Board on a case-by-case basis and any individual members of these experiments who become registered as CERN users are subject to the rules in operation on the CERN site governing this category of personnel.

2. PARTIES AND THEIR REPRESENTATION

- 2.1. The Parties concerned include:
 - CERN as Host Laboratory, hereinafter referred to as "**CERN as Host**" (or simply "CERN") - in this connection, the "**CERN site**" refers to all parts of CERN's fenced-in territory and all of its underground works,
 - the Institutions responsible for the research teams taking part in the experiments and forming *the Collaborating Institutions*, hereinafter collectively referred to as the *Collaboration*. CERN may be a Collaborating Institution as well as Host Laboratory.
- 2.2. Each Party shall have a Representative:
 - CERN as Host shall be represented by a **Director of Research**, acting on behalf of the Director-General.

- The Collaboration shall be represented by a duly appointed *Spokesperson*, who represents the Collaboration to the outside and who co-ordinates its work. Where the Spokesperson is not stationed permanently at CERN, the Collaboration shall appoint in addition a *Contactperson* at CERN.
 - In its relations with CERN, each Collaborating Institution taking part in the experiment shall be represented by a **team member** appointed by the relevant Institution and/or a **member** of the relevant **Funding Agency**.
- 2.3. All Parties shall assume responsibility for ensuring that all members of their teams comply with these General Conditions.

3. BASIC DOCUMENTS GOVERNING THE COLLABORATION

- 3.1. The following documents shall constitute the formal basis for experiments performed at CERN:
- 3.1.1. the *EXPERIMENTAL PROPOSAL*, after its approval by the CERN Research Board;
 - 3.1.2. *TECHNICAL DESIGN REPORTS*, where appropriate;
 - 3.1.3. a *MEMORANDUM OF UNDERSTANDING*, which sets out the detailed arrangements and provisions specific to the experiment and which must be agreed and signed by CERN as Host and by the Collaborating Institutions and/or Funding Agencies; special agreements or protocols of relevance may be appended to the Memorandum of Understanding;
 - 3.1.4. the present *GENERAL CONDITIONS*, which the Parties accept by signing the Memorandum of Understanding, except as otherwise specified therein.

Contents of the Memorandum of Understanding

- 3.2. As a guide, the essential parts of the Memorandum of Understanding are the following:
- a) a list of the Collaborating Institutions and/or the Funding Agencies, responsible for the teams in the Collaboration;
 - b) details of the persons with specific responsibilities in the experiment;
 - c)
 - the definition of the obligations of the Parties with respect to the construction of the detector and the auxiliary equipment;
 - a breakdown of the funding requirements for the main items of the detector and of the auxiliary equipment, together with the contributions of the Parties;
 - a timetable for the construction and installation of the equipment to be provided for the experiment;
 - d) the obligations of the Parties concerning the installation, operation and maintenance of the detector and auxiliary equipment, unless they are specified in a separate Maintenance and Operation agreement;
 - e) a mechanism for the resolution of disputes amongst the Parties;

- f) an explicit reference to the General Conditions (in particular 6.7, 6.8 and 6.13), which the Parties accept unless otherwise specified in the Memorandum of Understanding; moreover, references should be made to the specific agreements and protocols relevant to the experiment.

4. ORGANISATION OF THE COLLABORATION

Internal autonomy and co-ordination with CERN

- 4.1. In its internal relations, the Collaboration is free to take such organisational decisions as deemed necessary. However, in preparing and performing the experiment, the Collaboration shall take into account the rules in force on the CERN site. In particular, financial arrangements between CERN and the Collaboration shall be subject to the Financial and Administrative Provisions for Visiting Teams currently in force.

Co-ordination in matters of safety

- 4.2. The Leader of the CERN Division with responsibility for the physics programme to which the experiment belongs shall appoint a Group Leader in Matters of Safety (GLIMOS) on the proposal of the Spokesperson of the Collaboration. The rights and obligations of the GLIMOS are defined in the document "Safety Policy at CERN SAPOCO/42".

Finance Review Committee/Resources Review Board

Initial Decision

- 4.3. For experiments involving large capital investments, a Finance Review Committee (FRC) or a Resources Review Board (RRB) may be set up in agreement with all the Parties concerned.

Membership

- 4.4. The FRC/RRB will consist of one representative of each Funding Agency or Collaborating Institution, and the Managements of CERN and the Collaboration. It will be chaired by the appropriate Director of Research.

Terms of reference

- 4.5. The role of the FRC/RRB includes:
- reaching agreement on the Memorandum of Understanding;
 - monitoring the Common Projects and the use of the Common Funds;
 - monitoring the general financial and manpower support;
 - approving a maintenance and operation procedure and monitoring its functioning;
 - approving the annual construction and maintenance & operation budgets.
- 4.6. The Collaboration Management reports to the FRC/RRB on technical, managerial, financial and administrative matters, and on the composition of the Collaboration.

5. CERN'S OBLIGATIONS AS HOST LABORATORY

- 5.1. CERN is the Host Laboratory for the Collaboration. The provisions of this Section concern its obligations as Host.

PRINCIPLES

Installation

- 5.2. CERN will agree to the installation of the detector, its auxiliary equipment and counting rooms in the appropriate experimental area, provided that they satisfy CERN safety standards.

Duration

- 5.3. CERN will agree to keep the detector on-site during the data taking for the experimental programme approved by its Research Board.

Network Connections

- 5.4. CERN agrees that computers and peripherals belonging to the Collaboration, which are needed for the operation of the detector and its auxiliary equipment, may be connected to the CERN Computer network, provided they conform to its compatibility standards.

Insuranceⁱ

- *Property*

- 5.5. The items belonging to the Collaboration and the Collaborating Institutions, once they have been officially accepted on the CERN site, shall be insured at CERN's expense and under the conditions and within the limits set out in the relevant insurance policy against the risks of fire, explosion, natural disaster and water damage.

- *Third Party Liability*

- 5.6. Any third party liability of the Collaboration, the Collaborating Institutions and their personnel arising from the experiment shall be insured at CERN's expense under the conditions and within the limits set out in the relevant insurance policy.

- *Limitation of coverage*

- 5.7. However, CERN's insurance coverage is effective only above specified amounts of excess. Any amount not covered by CERN's insurance policies shall be for the account of the Collaboration. CERN shall not be liable for any loss or damage arising from or in connection with the experiment.

Social insurance

- 5.8. Independently of the foregoing provisions, social insurance cover for the experimental teams shall remain the responsibility of the employer institutions concerned.

ⁱ CERN's insurance policies are currently under review and it is intended that new insurance policies will come into effect on 1 January 2003. CERN does not warrant that the new insurance policies will continue to cover the risks set out in clauses 5.5 and 5.6 and accepts no liability in this connection.

SERVICES

User Support and Users Office

- 5.9. CERN will provide access to its services, as described in the document "CERN User's Guide". The Users Office will provide assistance, if required, on questions concerning access to the services provided by CERN.

Standard Services

- 5.10. CERN will generally provide, for the duration of the experiment, free of charge and within the limits and general constraints imposed by the available resources and schedules of accelerators, the standard services and facilities listed below:

Particle beams and equipment

- a) particle beams and related shielding, monitoring equipment and standard communication with the accelerator control rooms;
- b) beam time allocation and scheduling, following the recommendations of the relevant Experiment Committee;
- c) test beam time for testing prototypes and calibrating final detector elements, subject to the normal scheduling and allocation procedures;

Space

- d) floor space in the experimental area(s) for the experimental detector and its auxiliary equipment;
- e) laboratory and hall space for construction, testing and assembly of equipment;
- f) temporary, short-term storage place for spare parts, handling and assembly tools, detector and auxiliary equipment that is awaiting installation or removal. CERN reserves the right to charge longer term storage of the above items to the Collaborating Institutions;
- g) office space, equipped with standard furniture and infrastructure facilities including network connections, telephones and electricity;

Supplies and installations at the experiment

- h) assistance with the installation and removal of the detector and its auxiliary equipment, such as the provision of crane and rigging services, geometrical survey and alignment, transport of equipment on and between the parts of the CERN site, as well as inside the experimental areas;
- i) mechanical infrastructure, local infrastructure for the supply of mains electricity, raw cooling water, compressed air and standard connections to the CERN communication network;

Computing

- j) central computing resources for the Collaboration for the duration of the experiment in amounts to be decided by the normal CERN allocation procedures;

Transport of persons

- k) basic transportation for personnel between the main parts of the CERN site;

Safety services

- l) access to its safety services for advice, inspection and control, and first aid or other emergency help;

Administrative services

- m) access to its administrative services to help the Collaboration in financial matters, in accordance with the CERN Financial Rules and in particular with those applying to Visiting Teams.

Special Services

- 5.11. A variety of services other than those specified above may be provided to the Collaborating Institutions on request, subject to the availability of resources. Such services will be charged to the Collaborating Institutions according to the rules currently in force at CERN.

Special Equipment

- 5.12. Any additional infrastructure equipment to be provided by CERN shall be explicitly mentioned in the Memorandum of Understanding. The respective obligations of CERN and of the Collaborating Institutions with regard to the construction, operation and maintenance of this equipment shall also be specified therein or in the Maintenance and Operation agreement, where this is a separate document.

6. OBLIGATIONS OF THE COLLABORATING INSTITUTIONS**Basic Obligations**

- 6.1. The team members and property of Collaborating Institutions shall, while located on the CERN site, be subject to the authority of the Director-General of CERN and shall comply with the regulations in force on the Organization's site. Each Collaborating Institution shall nominate a Team Leader who is responsible, among other things, for ensuring that all members of the team (paid academic, research, technical and administrative staff and registered students) are aware of the regulations and obligations, and of the need to comply with them at all times while on the CERN site.

Medical surveillance and certificates

- 6.2. Each Collaborating Institution sending team members to CERN shall remain responsible as employer for the medical surveillance of its team members and, in the case of team members who are to work in conditions deemed to constitute special risks (e.g. radiation controlled areas), shall supply a certificate of medical fitness on first arrival at CERN.

Safety briefings and inspections

- 6.3. Collaborating Institutions shall participate in safety meetings and studies of their experiment, and shall accept the right of the CERN safety personnel to carry out safety inspections as well as other safety measures set out in the document "Safety Policy at CERN - SAPOCO/42".

Supply of equipment

- 6.4. The Collaborating Institutions shall make available on the CERN site, according to an agreed timetable and in working order, the equipment that they have undertaken to supply and to commission. The Spokesperson shall inform the appropriate Director of Research of any significant failure to meet the agreed schedule. For experiments with FRCs or RRBs, these bodies will monitor such matters.

Ownership status

- 6.5. The delivery of items to the CERN site, or the handling of such items there, will not affect the property rights relevant to those items, unless otherwise formally agreed with the owner. On the other hand, the ownership of equipment no longer required by the Collaboration can, subject to formal mutual agreement, be transferred to CERN, where this is in the mutual interest of CERN and the Collaboration concerned.

Ownership inventory

- 6.6. As a condition of coverage by CERN's Insurance, each Collaborating Institution must provide CERN with a list of the property it installs on the CERN site. All equipment delivered to the CERN sites must be properly documented to indicate its ownership status, handling requirements and any potential hazards that it may pose. It shall keep the list up to date and, where necessary, inform CERN of any modifications to it.

Transport of equipment

- 6.7. Each Collaborating Institution supplying equipment shall be responsible for its delivery to and removal from the CERN site.

Installation and dismantling of equipment

- 6.8. The Collaboration is collectively responsible for the installation and dismantling of the equipment supplied by the Collaborating Institutions, in common or individually.

Operation and maintenance costs of equipment

- 6.9. The Collaborating Institutions shall be collectively responsible for the operation and maintenance of the equipment supplied by them, and for providing the resources necessary to carry out the experimental programme. The resources needed to operate and maintain the infrastructure and other equipment supplied by CERN as Host shall be provided by CERN.

Assignment of equipment

- 6.10. Any Party providing equipment undertakes to continue to make it available to the Collaboration at CERN until the experiment is officially declared to have been completed (see 8.2 below).

Early removal of equipment

- 6.11. If equipment provided by a Collaborating Institution is, in the opinion of the Collaboration, no longer required, the Parties may agree to and request its removal from the CERN site under the responsibility of the Institution concerned.

Release of space

- 6.12. Space allocated for construction and assembly should be released when these activities have been terminated. CERN reserves the right to change the space allocation during the lifetime of the experiment. As soon as the experiment is declared to have been completed (see 8.2 below), all space used by the Collaboration, including office and laboratory space, and the space used for testing and running the experiment, will be made available to CERN for reallocation.

Removal of equipment

- 6.13. Equipment associated with an experiment shall be removed from the CERN site within six months following a request from the CERN Division Leader concerned.

7. INTELLECTUAL PROPERTY**Free use of knowledge and data**

- 7.1. CERN is bound by its Convention to publish or otherwise make generally available the results of its experimental and theoretical work. In addition, subject to clause 7.2 hereunder, each Collaborating Institution and CERN as the Host Laboratory is entitled to use for its own purposes any data and knowledge arising from the preparation or execution of the experiment.

Matters for prior agreement

- 7.2. Title to any patentable invention or any know-how arising from the preparation or execution of the experiment is vested in the Collaborating Institution(s) which is/are its author(s), who shall decide on the taking of measures, at its/their own expense, to protect such invention or know-how and who shall grant each Collaborating Institution and CERN a free, perpetual and irrevocable license to use such invention or know-how for its own purposes. Such license does not include the right to sub-license.

8. FINAL PROVISIONS

Modifications and formal amendments

- 8.1. The Collaboration shall reach agreement on any modification or addition to the experiment that affects the terms of the Memorandum of Understanding and shall inform CERN of such changes. Where the changes constitute a substantial change to the experiment, they will be submitted to the appropriate committee for approval and acceptance by CERN. In cases where the Collaboration has an FRC/RRB, the latter bodies must also approve any such changes. Major modifications shall be approved as formal amendments to the Memorandum of Understanding and signed by the representatives of all the Parties.

Duration of applicability of the Memorandum of Understanding

- 8.2. Unless the duration of applicability is specified in the Memorandum of Understanding, the terms and conditions of the Memorandum of Understanding will apply until the appropriate CERN Research Director, in agreement with the Spokesperson, declares the experiment to have been completed, dismantled and the arrangements for its disposal agreed.

Observance of the Memorandum of Understanding

- 8.3. The Memorandum of Understanding formalises the agreement reached between all the Parties on the experiment, who will do their best to adhere to its provisions. Any default under its provisions will be dealt with by the Collaboration, in consultation with the CERN Management.

Relevant documents

- 8.4. The following documents are fully applicable in the execution of the Memorandum of Understanding:
- the CERN Users' Guide,
 - the Safety Guide for CERN experiments,
 - the Safety Policy at CERN - SAPOCO/42,
 - Financial Guidelines for the LHC Collaborations (CERN/FC/3796) - for the LHC experiments only,
 - Financial and Administrative Provisions for Visiting Teams.

ACCU

- 8.5. The Advisory Committee of CERN Users (ACCU) promotes links between CERN Management and the User Community and advises CERN Users on the working conditions and the arrangements for technical support.