

ADDENDUM NO. XX
KE XXX
TO
FRAMEWORK COLLABORATION AGREEMENT
KN XXX

BETWEEN: THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (“CERN”), an Intergovernmental Organization having its seat at Geneva, Switzerland, duly represented by xxx,

AND: NAME OF THE COLLABORATING INSTITUTION (“YYY”), established at xxx, duly represented by xxx,

Hereinafter each individually referred to as a “Party” and collectively as the “Parties”,

CONSIDERING THAT:

The Parties have concluded Framework Collaboration Agreement KN xxx (the "Agreement") establishing the framework for collaboration between them in areas of mutual interest;

Article 2.1 of the Agreement provides that the scope, each Party's contributions and all other details of each specific Project shall set out in Addenda to the Agreement;

The Parties have identified the collaborative project set out below, which shall be covered by the provisions of this Addendum No. xx KE xxx to the Agreement (the "Addendum"),

AGREE AS FOLLOWS:

Article 1
Scope

- 1.1 Under the terms of this Addendum, the Parties shall collaborate in *description of the project* (the “Project”).
- 1.2 Except as agreed in this Addendum, each Party shall bear the cost of its participation in the Project.
- 1.3 This Addendum shall be subject to the provisions of the Agreement, it being understood that in case of divergence the provisions of this Addendum shall prevail.

Article 2
Duration of the Project

The Project shall commence on _____ and shall be completed no later than _____.

Article 3
YYY’s contribution

- 3.1 YYY shall contribute to the Project by performing the work packages set out in this Article 3 and by providing the Project deliverables in accordance with Article 6.

3.2 YYY shall make its contribution through xxx qualified experts (the “YYY Experts”) who will work in collaboration with CERN *insert full department name* Department to execute the work packages (WP) detailed below:

WP1: xxx

WP2: xxx

WP3: xxx

3.3 YYY will also contribute to the Project by (*insert details of any other contributions that YYY will make to the Project, as applicable*).

Article 4 CERN’s contribution

4.1 Taking into account the YYY Experts required for the execution of the Project and the amount of YYY’s cost in the Project (excluding any subsistence payable by YYY to its experts), CERN shall contribute to the Project through the payment to YYY of a total amount not exceeding _____ CHF (*insert number in words* Swiss Francs) over the duration of the Project. The payment details are set out in Annex 1 of this Addendum.

4.2 CERN shall contribute to the Project by making available office facilities, equipment, materials and services (the “Facilities”) on the CERN site as required for the execution of the Project. The Facilities shall remain the property of CERN and are made available without any warranty or liability relating to their use. YYY shall take proper care of them until the completion of the Project. The Parties shall agree on the cost of repair, or the replacement of any item that cannot be repaired, and such cost shall be deducted from any amount payable by CERN to YYY under this Addendum.

Article 5 Technical co-ordination and contact persons

5.1 The overall responsibility for the Project lies with CERN. It is understood however that YYY shall remain exclusively responsible for the proper execution of its contribution.

5.2 The Parties shall each nominate a technical co-ordinator, who together shall coordinate the technical execution of the Project, as well as contact persons, including a designated safety correspondent. Their names and contact details are set out in Annex 2.

Article 6 Status of Personnel

During their stay at CERN, the YYY Experts shall be appointed as (*enter status of the YYY Expert(s)*) in accordance with Article 3 of the Agreement and CERN’s Staff Rules and Regulations.

Article 7 Deliverables and Milestones

7.1 The Project consists of the following deliverables:

(Insert details of the deliverables involved in the Project)

7.2 The deliverables described above shall be provided in accordance with the following milestones:

(Insert the relevant dates for completion of each of the deliverables)

**Article 8
Acceptance Procedure**

CERN shall grant acceptance of the aforementioned deliverables after successful completion of the task and the provision by YYY of the associated documentation, within two (2) months from the date of such completion.

**Article 9
Intellectual Property**

Title to all intellectual property developed in the execution of the Project shall be vested in CERN. CERN shall grant to YYY a free, non-exclusive license for the use of such intellectual property in the execution of its scientific programme, for peaceful purposes only.

**Article 10
Amendments**

Any amendment to this Addendum shall be made in writing and signed by the authorized representatives of the Parties.

Thus drawn up in two copies in the English language and signed by the authorised representatives of the Parties.

The European Organization for
Nuclear Research (CERN)

YYY

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XXX

XXX

On:.....2021

On:.....2021

ANNEX 1
Payment details

YYY will invoice CERN in respect of YYY's contribution to the Project in accordance with the following schedule:

(Insert details of the payment values and dates that these will be made)

Payments shall be made by CERN within thirty (30) calendar days after receipt of a correct invoice from YYY.

Invoices shall be sent to:
CERN — FAP Department
Accounts Payable
CH- 1211 GENEVA 23

ANNEX 2
Technical Coordinators and Contact Persons

CERN's Technical Coordinator will be:

Insert name of CERN Technical Coordinator

Email:

Tel:

Address:

YYY's Technical Coordinator will be:

Insert name of YYY Technical Coordinator

Email:

Tel:

Address: