

Draft – status: 15-Oct-2024 08:12

DD Month YYYY

Memorandum of Understanding
for the
Detector Research and Development **n (DRD_n)**
Collaboration
Concerning **xxxx**

between

THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, “CERN”, an Intergovernmental Organization having its seat in Geneva, Switzerland, as Host Laboratory

on the one hand,

and

the Collaborating Institutions/Funding Agencies of the DRD_n Collaboration

on the other hand,

WHEREAS

- (a) The institutions listed in **Annex 1** (the “Collaborating Institutions”) have proposed a programme of research and development on particle detection technologies in the area of **XXXX** (the “**XXXX** R&D Programme”) and, with support of their Funding Agencies^a, have agreed to form the **XXX** DRD collaboration (“the Collaboration”);
- (b) On the basis of an extended **XXXX** R&D proposal (the “R&D Proposal”) submitted in **Month Year (CERN-DRDC-YYYY-XXX)** and a detailed review of the scientific merits of the **XXXX** R&D Programme, the technological feasibility and estimates of the resources needed, the DRD Committee (DRDC) recommended approval of the R&D Proposal to the CERN Research Board (minutes of the **XXXth** meeting of the DRDC held on **4 December 2023**);
- (c) Based on the recommendation by the DRDC, the CERN Research Board approved the **XXXX** R&D Programme for an initial period of three years under the reference number **DRDn** (minutes of the **XXXth** meeting of the CERN Research Board held on **6 December 2023**);
- (d) All experimental collaborations hosted by CERN are subject to the CERN General Conditions applicable to the Execution of Experiments (the “General Conditions”). As provided for in the General Conditions, the **XXXX** R&D Programme shall be implemented and executed in accordance with a Memorandum of Understanding (“MoU”) between CERN as Host Laboratory and the Collaborating Institutions (**including CERN**), represented for the purpose of concluding the MoU, as the case may be, by their Funding Agencies;

IT IS HEREWITH UNDERSTOOD AS FOLLOWS:**Article 1 Purpose of the MoU**

1.1 This MoU defines:

- (a) The Collaborating Institutions and their Funding Agencies;
- (b) The responsibilities of each Collaborating Institution in respect of:
- i. design, construction and installation of the Equipment if applicable;
 - ii. maintenance and operation of the Equipment if applicable;
 - iii. dismantling and/or disposal of any substance, material, component, machinery or other item brought onto the CERN site by the Collaborating Institution for the purpose of the **XXXX** R&D Programme (“Equipment”) if applicable;
 - iv. the intended **XXXX** R&D Programme;
 - v. contracting with industrial partners in the context of the **XXXX** R&D Programme; and
 - vi. organisational and financial arrangements;

^a Cf. Article 2

- (c) The list of persons with specific responsibilities within the Collaboration (including the Spokesperson, the Technical Coordinator if applicable and the Resources Coordinator, along with their contact details, which shall be included and regularly updated in the electronic register of CERN's experiment programme and projects ("the Greybook"^{bb}). In the event of inconsistency with the information in the Greybook, the latter shall prevail;
- (d) The application of the General Conditions;
- (e) Organisational, managerial and financial guidelines and publication policies to be followed by the Collaboration; and
- (f) The use of collaboration-wide infrastructure.

Article 2 Parties to the MoU

- 2.1 The parties to the MoU, referred to individually as "Party" and collectively as "Parties", are CERN as Host Laboratory and the Collaborating Institutions listed in **Annex 1**. **Annex 2** lists the Funding Agencies of the Collaboration. A Funding Agency may be a Collaborating Institution or a body acting on behalf of one or more Collaborating Institutions in the conclusion of the MoU.

Article 3 Obligations of CERN as Host Laboratory

- 3.1 CERN's general obligations as Host Laboratory are set out in the General Conditions.
- 3.2 CERN's specific obligations and responsibilities as Host Laboratory are set out in **Annex 6**.

Article 4 Obligations of the Collaborating Institutions

In addition to its obligations set out in the General Conditions, each Collaborating Institution shall:

- 4.1 Contribute to the execution of the XXXX R&D Programme, taking clear commitments, which are set out in Annexes to this MoU;
- 4.2 Nominate a member representing the Collaborating Institution; and
- 4.3 Ensure that all team members of the Collaborating Institution working on the XXXX R&D Programme are registered in the Greybook.

Article 5 Equipment

- 5.1 If applicable, the Equipment is described in detail in the R&D Proposal. It consists of a number of elements as set out in **Annex 3**.
- 5.2 The technical participation of each Collaborating Institution in the design, construction, installation, maintenance, operation, dismantling and disposal of the Equipment is set out in **Annex 3**.

^{bb} <https://greybook.cern.ch/greybook>

- 5.3 Except as indicated otherwise, all cost figures in the present MoU are expressed in year **YYYY** currency and based on estimates valid on 1 January **YYYY**.

Article 6 Structure of the Collaboration

- 6.1 The Collaboration shall establish a Collaboration Board representing the Collaborating Institutions and a Resources Board representing the Funding Agencies.
- 6.2 The management structure of the Collaboration is set out in **Annex 4.1**.
- 6.3 Persons currently holding specific responsibilities within the Collaboration are listed in **Annex 4.2**.
- 6.4 The rules governing the Collaboration's procedural matters ("By-laws") are set out in **Annex 4.3**.

Article 7 Collaboration Accounts

- 7.1 To manage and keep track of incoming funds and expenditures related to the activities of multiple institutions within the scope of the Collaboration, the Collaboration may use Collaboration Accounts. These accounts are subject to regular review under the General Conditions.
- 7.2 Collaboration Accounts held at CERN shall be used in accordance with all pertinent rules and regulations, in particular the Conditions Applicable to the Opening and Use of Third-Party Accounts (henceforth referred to as "TPA Conditions") in their most recent version^c. The Spokesperson (or one of the Co-Spokespersons, as the case may be) or the Resource Coordinator shall act as Account Manager under the TPA Conditions. Upon approval of the Collaboration Board and the Resources Board, the Account Manager may delegate signature rights to other members of the Collaboration.
- 7.3 A Collaboration Account opened for the purpose of expenditures in the name of the whole Collaboration^d shall be held at CERN if applicable. All Collaborating Institutions shall contribute annually to this account according to mechanisms and amounts set out in **Annex 5.1**. Exceptions to this rule may be granted in specific cases by the Collaboration Board. Changes to **Annex 5.1** shall require a decision by the Collaboration Board taken with a two-thirds majority of the votes cast. The decisions by the Collaboration Board stipulated in this Article require the approval of the Resources Board and the Finance Review Committee (FRC). Expenditures of five percent or more of the budgeted receipts of the current financial year require the advance approval of the Collaboration Board and the Resources Board.

^c The most recent version at the time of writing the MoU is dated 20 August 2021; it is archived under <https://cds.cern.ch/record/2137994/files/FinancialAndAdminProvisionsForTeamAccounts.pdf>. The authorised types of expenditures are detailed in its Articles 3.2 and 5.

^d Such account is usually referred to as "Common Fund".

Article 8 Work Packages, Working Groups and other Work Entities

- 8.1 The Collaboration Board may establish, extend and terminate Work Packages, Working Groups and other Work Entities.
- 8.2 Work Packages shall be activities with clearly defined coherent objectives and milestones^e. **Annex 7** lists the Work Packages of the Collaboration.
- 8.3 Working Groups shall reflect the internal organisation of the Collaboration in support of the ~~XXXX~~ R&D Programme^f. **Annex 8** lists the Working Groups of the Collaboration.
- 8.4 Other Work Entities shall be other activities within the Collaboration in the context of the ~~XXXX~~ R&D Programme. **Annex 9** lists the Other Work Entities of the Collaboration.
- 8.5 For each Work Package, Working Group or Other Work Entity, **Annex 7**, **Annex 8** or **Annex 9**, as the case may be, shall include^g:
- (a) A description of the Work Package, Working Group or Other Work Entity, as the case may be;
 - (b) A list of the deliverables and related milestones as appropriate;
 - (c) A list of the participating Institutions;
 - (d) A list of the contributing Funding Agencies^h;
 - (e) A list of the contributions of each participating Institution to the execution of the Work Package, Working Group or Other Work Entity, as the case may be;
 - (f) A list of functions of specific responsibilities in the Work Package, Working Group or Other Work Entity, as the case may be;
 - (g) A list of persons holding functions of specific responsibilities in the Work Package, Working Group or Other Work Entity, as the case may be;
 - (h) Excerpts of minutes of the Collaboration Board session and the Resources Board session and other documents evidencing the approvals set out in Article 8.6.
- 8.6 The terms of each Work Package, Working Group and Other Work Entity shall be approved by the Collaboration Board and the Resources Board and, in case that a Work Package, Working Group or Other Work Entity is funded at least partially by sources other than the Common Fund of the Collaboration, also require the explicit approvalⁱ of all pertaining Funding Agencies contributing.

^e Work Packages shall mean the smallest units that Funding Agencies may wish to commit to. They are expected to contain one or multiple deliverables.

^f Working groups are expected to be lasting as long or longer as typical work package, possibly spanning the whole lifetime of the collaboration.

^g For any item not applicable to a Work Package, Working Group or Other Work Entity, the pertinent Annex shall say so.

^h It is understood that Funding Agencies contributing to a Work Package, Working Group or Other Work Entity are not limited to the signatories of the MoU.

ⁱ Explicit approval may take the form of a minuted vote in the Resources Board session, a confirmation of a funding grant compatible with the Funding Agency's engagement or a written statement attached to the minutes of the Resources Board.

Article 9 Theses, Publications and Conference Contributions

- 9.1 A copy of any Ph.D. thesis or similar academic document relating to the **XXXX** R&D Programme shall be sent by the Collaborating Institution(s) concerned to the CERN Library for inclusion in its collection.
- 9.2 Any publication by a Collaborating Institution relating to the execution and results of the **XXXX** R&D Programme shall list eligible authors of all Collaborating Institutions that provided resources to the published work as co-authors and acknowledge the contribution of all other Collaborating Institutions.
- 9.3 The detailed rules concerning publications and conference contributions are further set out in the By-laws (**Annex 4.3**).

Article 10 Intellectual Property

In addition to the Intellectual Property provisions of the General Conditions, the following Articles apply:

- 10.1 For the purpose of this MoU, "Background IP" shall mean all intellectual property, any information and scientific and/or technical knowledge (e.g. know-how, secret processes, trade secrets, data, software in its source code version or in its object code version, files, plans, diagrams and figures, designs, formulae and/or any other type of information) in any form, whether it is patentable or not, which belongs to a Collaborating Institution prior to the entry into force of this MoU and/or which is developed outside the scope of the Collaboration.
- 10.2 Prior to entering into this MoU, each Collaborating Institution shall identify to the best of its knowledge the Background IP that it shall contribute to the Collaboration for the execution of the **XXXX** R&D Programme, and list such Background IP in **Annex 10** together with any applicable restrictions ("Included Background IP"). Subject to such restrictions, each Collaborating Institution hereby grants the other Collaborating Institutions a personal, royalty-free, non-exclusive licence to use its Included Background IP for the purposes of the **XXXX** R&D Programme including the right to grant non-exclusive and non-commercial sub-licenses to industrial partners for the purposes of the **XXXX** R&D Programme, pursuant to Article 13. A Collaborating Institution wishing to transfer its Included Background IP or a part thereof to a third party shall notify the other Collaborating Institutions of such transfer and ensure that the rights of the Collaborating Institutions under this MoU are adequately safeguarded.
- 10.3 All Background IP not listed in **Annex 10** is explicitly excluded from the definition of "Included Background IP" under this MoU and from any rights that otherwise would have been granted under this MoU to the Collaborating Institutions.
- 10.4 Access by a Collaborating Institution to Included Background IP for all purposes outside the scope of the **XXXX** R&D Programme, including but not limited to commercial exploitation, shall be the subject of a separate written agreement involving the Collaborating Institutions concerned and shall be at the sole discretion of the Collaborating Institution(s) owning the intellectual property.

- 10.5 The Collaborating Institution(s) having developed intellectual property in the execution of the XXXX R&D Programme (“Foreground IP”) shall inform the Collaboration Board of such developed Foreground IP once it is identified, on a confidential basis as the case may be, and of any wish to protect such Foreground IP and the proposed means of protection. Such protection shall be subject to the provisions of this MoU and shall be at the cost and risk of the protecting Collaborating Institution(s). Any commercial use of Foreground IP shall be subject to a separate agreement between the Parties owning the relevant Foreground IP.
- 10.6 The Foreground IP licence provided under Article 6.3 of the General Conditions shall include the right to have the Foreground IP manufactured for the purposes of the Collaborating Institutions’ scientific programmes. Any access to Foreground IP by an industrial partner shall require the conclusion of a separate agreement with the owner of the Foreground IP.
- 10.7 In case a Collaborating Institution having sole ownership of Foreground IP that can be protected by registered intellectual property rights does not wish to seek or maintain protection for the same, it shall so notify the Collaboration Board and CERN in writing. Interested Parties shall be entitled to protect, jointly in case of several interested Parties, such Foreground IP in their own name and at their sole cost and risk.
- 10.8 In case ownership of Foreground IP is vested jointly in several Collaborating Institutions, the Collaborating Institutions concerned shall jointly apply to obtain and/or maintain the relevant intellectual property rights and shall strive to set up amongst themselves in good faith a co-ownership agreement in order to do so. The co-ownership agreement shall specify the allocation of expenses and royalties in connection with the jointly owned Foreground IP and the share of each of the Collaborating Institutions in its development, all subject to the provisions of this MoU. In case a joint owner of Foreground IP does not wish to seek or maintain protection thereof, it shall so notify the other joint owners in writing, and the latter shall be entitled to protect, jointly in case of several other owners, such Foreground IP at their sole cost and risk, subject always to the provisions of this MoU.
- 10.9 A Party or Parties obtaining protection of Foreground IP shall inform all Parties thereof.
- 10.10 A Collaborating Institution that did not contribute to the costs of protecting Foreground IP shall not be entitled to any potential royalties generated by such Foreground IP.

Article 11 Compliance with Export Control and Sanctions

- 11.1 Each Party is responsible for complying with applicable export controls and sanctions in respect of its activity and the activity of its researchers.
- 11.2 A Collaborating Institution intending to export an item in the context of the XXXX DRD Programme shall ensure, with due regard for CERN’s reputation, that the proposed export is fully compliant with the applicable export control regime.

Article 12 Conflicts of Interest

- 12.1 Representatives of Collaborating Institutions participating in the Collaboration Board and/or the Resources Board (“Representatives”) shall be dedicated to and shall avoid any situations that could compromise the success, integrity and reputation of the **XXXX** R&D Programme. They shall act in the best interests of the **XXXX** R&D Programme, making decisions based on objective and impartial assessments. Collaborating Institutions and their Representatives shall acknowledge the importance of transparency and shall cooperate with CERN to ensure that involvement in any Conflicts of Interest is managed in an ethical and compliant manner. To this end, the Chairs of the Collaboration Board and the Resources Board shall require the members of their respective Boards to fill in a Conflict of Interest Disclosure Form on a yearly basis; the form is set out in **Annex 11**.
- 12.2 A “Conflict of Interest” shall mean a situation in which an individual or entity is confronted with conflicting loyalties or interests that have the potential to undermine their capacity to make impartial decisions. Such conflict could arise, among others, from personal, financial or external affiliations. Representatives shall understand that Conflicts of Interest may arise and shall commit to addressing and managing them diligently and professionally. To this end, Representatives shall:
- (a) Disclose to the Collaboration Board or the Resources Board, as the case may be, any Conflicts of Interest as they arise and provide the necessary information;
 - (b) Abstain from participating in any decision-making processes or activities that could be influenced by the Conflicts of Interest declared herein;
 - (c) If required, work with the Collaboration Board or the Resources Board, as the case may be, to develop and implement appropriate strategies to mitigate the potential risks associated with these Conflicts of Interest;
 - (d) As may be determined by Collaboration Board or the Resources Board, as the case may be, be excluded from any voting or decision-making in relation to the potential Conflict of Interest.

Article 13 Industrial Partners

- 13.1 In the execution of the **XXXX** R&D Programme, Collaborating Institutions may cooperate with industrial partners. Each such cooperation shall give rise to a written cooperation agreement between the Collaborating Institution concerned and the industrial partner(s).
- 13.2 A Collaborating Institution wishing to start formal negotiations with one or several industrial partners in view of a cooperation agreement shall inform the Collaboration Board of such intention as early as is reasonably possible.
- 13.3 Each cooperation agreement of a Collaborating Institution with one or several industrial partners shall include:
- (a) A clause that stipulates that all results from the cooperation shall only be used for non-military, peaceful purposes;

- (b) A reference to the MoU indicating which Articles are applicable to the industrial partner(s). Article 11 shall always be applicable to the industrial partner(s);
 - (c) A clause that limits access to Included Background IP, if any, to activities directly related to cooperation in the context of the XXXX R&D Programme and that states that Included Background IP is provided on an "as-is" basis and no Party, unless explicitly stated otherwise in the cooperation agreement, provides any warranties of any kind, including, but not limited to, warranties relating to merchantability, fitness for purpose, satisfactory quality and the non-infringement of intellectual property rights held by third parties;
 - (d) A clause that states that should intellectual property be developed with (an) industrial partner(s) it shall constitute Foreground IP for the purpose of this MoU and the industrial partner(s) shall agree with the owners of any relevant Background IP or Included Background IP. For any proposed commercial use, a written agreement shall be entered into with the owner of any relevant Background IP or Included Background IP;
 - (e) A clause providing for access by Collaborating Institutions for their scientific programmes to intellectual property developed with the industrial partner(s) under the cooperation agreement;
 - (f) In view of CERN's status as an intergovernmental organisation, a clause that provides for arbitration for the settlement of any difference between CERN and the industrial partner(s) that cannot be resolved amicably;
 - (g) Notwithstanding the terms of the cooperation agreement, all Parties have the right to continue to use to Included Background IP for the purposes specified in the MoU.
- 13.4 In case of contradiction or ambiguity, the terms of this MoU shall prevail over those of cooperation agreement with the industrial partner(s).
- 13.5 Any liability under a cooperation agreement shall be limited to its signatories. The Parties not signatory to the cooperation agreement shall have no liability with regard thereto, and the Party to the cooperation agreement shall keep them free and harmless from and indemnify them for any liability arising from its execution.
- 13.6 Before signing the cooperation agreement, the Collaborating Institution concerned shall submit it to the Collaboration Board and await its approval, which shall not be withheld unreasonably. The entry into force of the cooperation agreement is subject to the written approval of the Collaboration Board.
- 13.7 Industrial partners shall not be represented in the Collaboration Board nor in the Resources Board. They shall not contribute to the Common Fund.
- 13.8 Team members of industrial partners may be listed as co-authors on publications to which they have contributed.

Article 14 Observance of the MoU and the General Conditions

- 14.1 The execution of the XXXX R&D Programme is subject to the General Conditions, which form an integral part of the MoU. The current version, dated 7th December 2020, is set out

under **Annex 12**. Unless otherwise agreed by CERN, the most recent version of the General Conditions shall apply to the execution of the **XXXX** R&D Programme.

- 14.2 Save for Articles 10, 11 and 13 of this MoU and the provisions of the General Conditions, this MoU is not legally binding, but the Parties recognise that the success of the Collaboration depends upon their adherence to its provisions. Any default under this MoU shall be dealt with by the Collaboration Board in consultation with the CERN Management.
- 14.3 In case of contradiction or ambiguity, the General Conditions shall prevail over this MoU.

Article 15 Duration of Validity of the MoU and its Extension

- 15.1 This MoU is valid from the date of signing until a date not earlier than **DD Month YYYY**. The termination date will be set by the FRC in its **YYYY** session at the latest. The termination date shall require CERN's approval as Host Laboratory.
- 15.2 The MoU may be extended at any time by mutual agreement of the Parties. Such extension shall require CERN's approval as Host Laboratory. Unless a Party objects, mutual agreement may take the form of an unanimous decision of the FRC; otherwise the agreement shall be made in written form and be signed by the Parties.

Article 16 Withdrawal and Termination of Participation of Funding Agencies or Collaborating Institutions

- 16.1 Any Funding Agency may withdraw its support from the Collaboration by giving not less than twelve months' notice in writing to the Collaboration and the CERN Director for Research and Computing. In such an event, the financial aspects of the withdrawal shall be negotiated through the Collaboration Board and the Resources Board and approved by FRC.
- 16.2 Any Collaborating Institution may withdraw from the Collaboration in accordance with the General Conditions, the procedures agreed by the Collaboration and by giving notice in writing to its Funding Agency.
- 16.3 In its capacity as Host Laboratory of the Collaboration, CERN may terminate the participation of a Collaborating Institution upon a decision by either:
- (a) CERN Council restricting collaboration with an individual Collaborating Institution or with institutions from a particular State; or
 - (b) The President of CERN Council under clause 10.2 of the General Conditions; or
 - (c) The Collaboration Board with a two-thirds majority following a motion proposed on either CERN's initiative or the initiative of at least three Collaborating Institutions.
- 16.4 The provisions of **Article 10** (Intellectual Property) and **Article 14** (Observance of the MoU and the General Conditions) shall survive withdrawal or termination howsoever caused.

Article 17 Participation of Additional Institutions

- 17.1 Subject to the agreement of the Parties via an approval by the Collaboration Board, additional institutions may join the Collaboration at any time during the lifetime of the MoU through the conclusion of an Addendum to the MoU setting out the specific terms of collaboration for the joining institution(s) and with explicit mention that the terms of the MoU (including all existing Addenda and Amendments) apply. The terms of the Addendum shall be negotiated by the Collaboration, which reserves the right to request additional contributions from such institution(s). The Addendum shall be signed by CERN as the Host Laboratory, a Spokesperson (or the Co-Spokespersons, as the case may be) as representative of the Collaboration, and by the joining institution(s), represented, as the case may be, by their Funding Agency.
- 17.2 The decisions by the Collaboration Board mentioned in this Article require the approval of the FRC.

Article 18 Amendments and Annexes

- 18.1 The MoU may be amended at any time. Without prejudice to extensions or updates under Articles 15.2 and 18.4, any Amendment shall be subject to prior approval by the Collaboration Board, the Resources Board and CERN as the Host Laboratory, made in writing and signed by the Parties.
- 18.2 All the Annexes are an integral part of this MoU.
- 18.3 The Collaboration shall make every effort to ensure that the information contained in the Annexes to this MoU is kept up to date. To this end, it shall review the information at least annually.
- 18.4 The Collaboration shall have authority to decide on any update of information in the Annexes, without the need for signature of a corresponding Amendment.

This MoU is signed by the authorized representatives of CERN as the Host Laboratory of the XXXX R&D Programme and by a Collaborating Institution or Funding Agency, as the case may be.

For the European Organization for Nuclear Research (CERN)

For the <institutionOrFundingAgency>

Signed in Geneva, Switzerland,

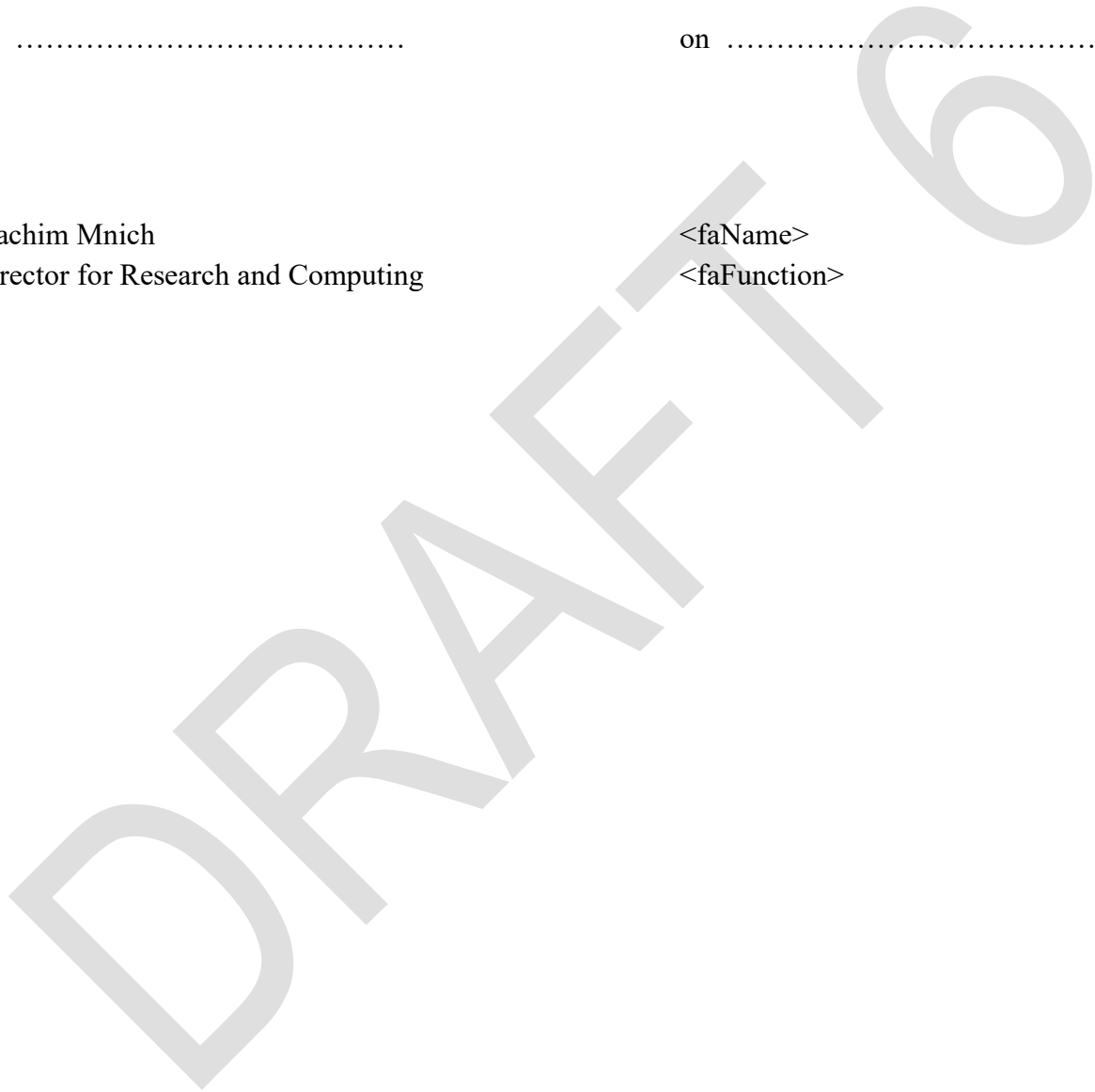
Signed in <town>, <country>,

on

on

Joachim Mnich
Director for Research and Computing

<faName>
<faFunction>



List of Annexes

- Annex 1 Collaborating Institutions and their Contact Persons**
- Annex 2 Funding Agencies and their Representatives**
- Annex 3 Equipment Structure and Technical Participation of the Collaborating Institutions**
- Annex 4 The Organisational Structure of the Collaboration**
- Annex 5 Overview of the Financial Participation of the Funding Agencies**
- Annex 6 Specific Obligations and Responsibilities of CERN as the Host Laboratory of the DRDn Collaboration**
- Annex 7 Work Packages**
- Annex 8 Working Groups**
- Annex 9 Other Work Entities**
- Annex 10 Included Background IP**
- Annex 11 Conflict of Interest Disclosure Form**
- Annex 12 CERN General Conditions Applicable to Experiments**

Annex 4 The Organisational Structure of the Collaboration

4.1 Management Plan and Structure of the Collaboration

Subject to the terms of this MoU, all persons who are members of the Collaboration shall have equal status in conducting the XXXX R&D Programme, including full voting rights and the right to be considered for appointment to official functions related to the XXXX R&D Programme.

The XXXX R&D Programme shall be managed by the Collaboration Board, which shall comprise one representative per Collaborating Institution. The members of the Collaboration Board elect a chairperson, who shall be a member of the Collaboration Board. The Collaboration Board shall be actively involved in the preparation and running of the XXXX R&D Programme. The Collaboration Board will act as steering, conference and publication committee.

The resources of the XXXX R&D Programme shall be overseen by the Resources Board, which shall comprise one representative per Funding Agency. The members of the Resources Board elect a chairperson, who shall be a member of the Resources Board. The Resources Board shall receive financial reports by the Resource Coordinator and shall be actively involved in the planning of the budgets. It shall also be actively involved in the creation, extension and premature termination of Work Packages, Working Groups and Other Work Entities.

The Spokesperson and his/her Deputy represent the Collaboration to the outside and lead the Collaboration in all day-to-day matters. They are elected by absolute majority of the Collaboration Board and shall act within the framework of this MoU and such instructions as the Collaboration Board may give. Where the Spokesperson is not stationed full-time at CERN, the Collaboration may also appoint a Contact Person at CERN.

The Technical Coordinator is appointed by the Collaboration Board. The Technical Coordinator will take care in particular of the interfaces between the different parts of the Equipment and also be responsible for the supervision of the upgrades of the Equipment and its maintenance.

The Resources Coordinator is appointed by the Collaboration Board. The Resources Coordinator oversees the budget of the collaboration and the spending of the Collaboration accounts (including the Common Fund) and reports the financial status at the annual FRC.

Each Work Package is led by a Work Package Leader and his/her Deputy; both are appointed by the Collaboration Board.

Each Working Group is led by a Chairperson and his/her Deputy; both are appointed by the Collaboration Board.

Each Other Work Entity is led by a responsible person and potentially a Deputy, all appointed by the Collaboration Board.

All nominations following election by the Collaboration Board and the Resources Board are for terms of three years each; re-elections are permitted.

The Leader of the CERN Department responsible for the R&D programme of which the XXXX R&D Programme is part shall appoint an Experimental Safety Officer (EXSO) on the proposal of the Spokesperson. The rights and responsibilities of the EXSO are defined in the Safety Regulation SR-SO document.

4.2 Persons Currently Holding Positions of Specific Responsibilities Within the Collaboration

Function	Name
Spokesperson	
Deputy Spokesperson	
Technical Coordinator	
Resource Coordinator	
Collaboration Board Chairperson	
Resources Board Chairperson	
Experimental Safety Officer	

4.3 Collaboration By-Laws

Text

Annex 5 Overview of the Financial Participation of the Funding Agencies

5.1 Common Fund

All Participating Institutions shall contribute a fixed yearly amount to the Common Fund (cf. Article 7).

Per Participating Institution, the contribution to the Common Fund amounts to two thousand (**2 000**) Swiss francs in 2024.

5.2 Resources for Design, Construction, Installation, Dismantling and Disposal

The estimations in the table below are the person-power (FTE, or full time equivalent) and costs for construction, test and installation of the Equipment for the **X** years from **YYYY** to **YYYY**. They do not take into account prototypes or investments for demonstration of parts of **XXX** prior to **YYYY**. They do not take into account the maintenance. It is expected that each institution delivering hardware to the **XXXX** R&D Programme covers its ordinary maintenance. The year **YYYY** is considered to be the first year of running the common infrastructure for the **XXXX** Programme.

In case a Collaborating Institution cannot fund a part of the hardware under its responsibility, the Collaboration will seek among its collaborators the means to cover the missing amount and possibly search for other collaborators.

In case of failure of an important part of the Equipment that would appear too expensive to be covered by the institution in charge of it, the cost will be shared among the Collaborating Institutions after decision from the Collaboration Board, the Resources Board and the FRC.

	YYYY – YYYY			
Institution	Investment (kCHF)	Permanent physicists and post-docs (FTE)	Students (FTE)	Engineers and technicians (FTE)
Total				

5.3 Resources for Work Packages, Working Groups and Other Work Entities

The resources for Work Packages, Working Groups and Other Work Entities are set out in **Annex 7**, **Annex 8** and **Annex 9**, respectively.

DRAFT 6

Annex 6 Specific Obligations and Responsibilities of CERN as the Host Laboratory of the DRDn Collaboration

6.1 (First item of specific support to DRDn by CERN as Host Laboratory)

(to be described)

DRAFT 6

Annex 7 Work Packages

7.1 Structure of the Work Packages

- (1) Work Package 1: (title)
 - (a) Deliverable 1.1: (title)
 - (b) Deliverable 1.2: (title)
 - (c) ...
- (2) Work Package 2
 - (a) Deliverable 1.1: (title)
 - (b) Deliverable 1.2: (title)
 - (c) ...

...

7.2 Work Package 1: (title)

7.2.1 Description

The purpose of this Work Package is to build and test a prototype of XYZ. The Work Package carries the number WPi.

7.2.2 Participating Institutions

Country	Collaborating Institution	Town	Institution Code	Contact

7.2.3 Funding Agencies

Country	Funding Agency	Funding Agency Code	Representative	Institution(s) represented ^k

^k Only if different from Funding Agency

7.2.4 Start And End Date, Deliverables and Time Scale

The Work Package starts on **start date** and ends on **end date**.

The deliverables, time scales and contributing institutions are indicated in the table below.

Number	Title	Description	Start date	End date	Institutions
Di.1					
Di.2					
Di.3					

7.2.5 Contributions of Participating Institutions and Funding Agencies to the Work Package

The estimations in the table below are the person-power (FTE, or full time equivalent) and costs for designing, constructing and testing XXX for the lifetime of the Work Package.

	Deliverable									Total		
	Di1			Di2			Di3			Material / kCHF	Physicists: FTE months	Engineers and technicians: FTE months
Institution / Funding Agency	Material / kCHF	Physicists: FTE months	Engineers and technicians: FTE months	Material / kCHF	Physicists: FTE months	Engineers and technicians: FTE months	Material / kCHF	Physicists: FTE months	Engineers and technicians: FTE months			
Major (e.g. national) Funding Agencies												
FA A via Institution 1												
FA A via Institution 2												
Total FA A												
FA B via Institution 3												

FA B via Institution 4												
Total FA B												
...												
Total Major Funding Agencies												
Contributions from other sources												
DEF via Institution 5												
GHI via Institution 6												
...												
Total other sources												
Total (Major Funding Agencies plus other sources)												

7.2.6 Management Structure of the Work Package

The management structure of the Work Package is described in **Annex 4.1**.

7.2.7 Persons Currently Holding Functions of Specific Responsibility in the Work Package

Function	Name
Work Package Leader	
Work Package Deputy Leader	

7.2.8 Approvals

The creation of the Work Package was approved by the Collaboration Board in its meeting on date and by the Resources Board in its meeting on date. All contributing Funding Agencies agreed to its creation.

Excerpt from the approved minutes of the Collaboration Board meeting on date:

Excerpt

Excerpt from the approved minutes of the Resources Board meeting on **date**:

Excerpt

Approval of Funding Agencies concerned:

Funding Agency	Approval
Funding Agency A	Vote in Resources Board meeting (see above)
Funding Agency B	Notice of funding grant to institution X (copy attached)
Funding Agency C	Vote in Resources Board meeting (see above)
Funding Agency D	Vote in Resources Board meeting (see above)
Funding Agency E	Letter confirming approval (copy attached)

7.3 Work Package DEF

(similar to 7.2)

Annex 8 Working Groups

8.1 Working Group ABC

8.1.1 Description

Working group ABC brings together institutions having an interest in XYZ.

8.1.2 Participating Institutions

Country	Collaborating Institution	Town	Institution Code	Contact

8.1.3 Funding Agencies

Country	Funding Agency	Funding Agency Code	Representative	Institution(s) represented ¹

8.1.4 Deliverables and Time Scale

The aim of the working group is to provide a forum for discussion about XYZ. There are no deliverables foreseen. The working group is created without any defined end date.

8.1.5 Contributions of Participating Institutions to the Working Group

The estimations in the table below are the person-power (FTE, or full time equivalent) for the operation of the working group.

¹ Only if different from Funding Agency

Institution	Permanent physicists and post- docs (FTE)
Total	

8.1.6 Management Structure of the Working Group

The management structure of the working group is described in Annex 4.1.

8.1.7 Persons Currently Holding Functions of Specific Responsibility in the Working Group

Function	Name
Working Group Chairperson	
Working Group Deputy Chairperson	

8.1.8 Approvals

The creation of the working group was approved by the Collaboration Board in its meeting on **date** and by the Resources Board in its meeting on **date**.

Excerpt from the approved minutes of the Collaboration Board meeting on **date**:

Excerpt

Excerpt from the approved minutes of the Resources Board meeting on **date**:

Excerpt

8.2 Working Group DEF

(similar to 8.1)

Annex 9 Other Work Entities

There are currently no Other Work Entities.

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Annex 11 Conflict of Interest Disclosure Form

Conflict of Interest Disclosure Form

I am aware of and have read the content of the Confidentiality and Conflict of Interest Declaration Policy applicable to the meetings of the Collaboration Board and the Resources Board of the DRDn Collaboration.

In accordance with the Confidentiality and Conflict of Interest Declaration Policy, "Conflict of Interest" means a situation in which an individual or entity is confronted with conflicting loyalties or interests that have the potential to undermine their capacity to make impartial decisions. This conflict could arise, among others, from personal, financial, or external affiliations.

This Conflict of Interest Form should indicate whether the Party Representative has, or is subject to any potential Conflict of Interest.

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a Conflict of Interest:

I have no Conflict of Interest to report.

I have the following Conflict of Interest to report (please specify any nonprofit and for-profit boards you sit on, any for-profit businesses which you or an immediate family member own, shareholder, or has a managerial position, or any industrial sponsor research your team benefits from):

- 1. ...
- 2. ...
- 3. ...

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signed in on.....

<NAME OF
AUTHORIZED REPRESENTATIVE>

<FUNCTION>

<ADDRESS FOR CORRESPONDENCE>

Annex 12 CERN General Conditions Applicable to Experiments

DRAFT 6

ORGANISATION EUROPÉENNE POUR LA RECHERCHE NUCLÉAIRE

EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

Laboratoire Européen pour la Physique des Particules
European Laboratory for Particle Physics

CERN GENERAL CONDITIONS

**APPLICABLE TO THE EXECUTION OF
EXPERIMENTS**

7 December 2020

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CERN GENERAL CONDITIONS

APPLICABLE TO THE EXECUTION OF EXPERIMENTS

The mission of the European Organization for Nuclear Research (“CERN”) is to construct and operate scientific facilities for fundamental research in high-energy physics and to sponsor international cooperation in this field. As part of its mission, CERN hosts collaborations (each a “Collaboration”) that perform experiments using CERN’s facilities, for peaceful purposes only. Each Collaboration is formed of multiple research institutions (“Collaborating Institutions”).

These General Conditions define CERN’s role as Host Laboratory and set out the organisational, financial and other rules and procedures applicable to Collaborations and Collaborating Institutions.

1. SCOPE OF APPLICATION

- 1.1 These General Conditions apply in their entirety in respect of Approved Experiments. The status of Approved Experiment is granted to experiments executed on the CERN site and normally including CERN as a Collaborating Institution. This status is granted following approval by the CERN Research Board of a written proposal, drawn up by a number of interested institutions, and upon recommendation of such proposal by the pertinent Experiment Committee to the CERN Research Board. This process takes into account scientific interest, technical feasibility and potential regulatory and resource constraints. Upon approval, the Approved Experiment becomes part of CERN’s Scientific Programme. Approved Experiments are subject to periodic scientific review by the pertinent Experiment Committee and the CERN Research Board.
- 1.2 Articles 2, 5.1, 5.5-5.22 and 8-11 of these General Conditions apply in respect of Recognised Experiments. The status of Recognised Experiment is granted to experiments in particle physics and related domains, created and principally executed outside of CERN, following recognition by the CERN Research Board upon a recommendation by the Recognised Experiments Committee. CERN, on a time-limited basis, offers them basic services at marginal cost.

2. GENERAL PRINCIPLES

- 2.1 These General Conditions are legally binding, both for each Collaborating Institution and for CERN as Host Laboratory. They shall prevail in the event of inconsistency with any other provision in the legal framework governing the experiment.
- 2.2 Each Collaborating Institution is responsible for ensuring compliance with these General Conditions by its personnel.
- 2.3 Any reference to these General Conditions or to a specific CERN document referred to therein is to the most recent version thereof.

3. LEGAL FRAMEWORK OF APPROVED EXPERIMENTS

The legal framework applicable to Approved Experiments comprises the following documents approved by the CERN Research Board:

- the Experimental Proposal, describing the experimental concept;

- the Technical Design Report; and
- the Memorandum of Understanding (“MoU”), which sets out the experiment’s scientific purpose and organisational, financial and other arrangements and is to be implemented on a best-effort basis, save for compliance with these General Conditions, which are legally binding.

4. MOUs OF APPROVED EXPERIMENTS

The MoU shall include:

- 1) the list of the Collaborating Institutions and their Funding Agencies;
- 2) the responsibilities of each Collaborating Institution in respect of:
 - a) design, construction and installation;
 - b) maintenance and operation;
 - c) dismantling and/or disposal of any substance, material, component, machinery or other item brought onto the CERN site by the Collaborating Institution for the purpose of the experiment (“Equipment”); and
 - d) organisational and financial arrangements;
- 3) the list of persons with specific responsibilities within the experiment (including the Spokesperson and the Technical and the Resources Coordinators, who shall both normally be CERN staff members), along with their contact details, which shall be included and regularly updated in the electronic register of CERN’s experiment programme and projects (“the Greybook”¹). In the event of inconsistency with the information in the Greybook, the latter shall prevail;
- 4) an explicit statement that these General Conditions apply.

5. OBLIGATIONS OF COLLABORATING INSTITUTIONS

Finance

- 5.1 The use of CERN Third-Party Accounts is subject to the “Conditions applicable to the opening and use of Third-Party Accounts”².
- 5.2 Each Collaboration shall establish procedures for decision-making on financial matters, including through a body responsible for financial review.
- 5.3 The financial review body shall consist of one representative of CERN as the Host Laboratory, acting as chair, one representative of each Collaborating Institution or Funding Agency, as the case may be (including CERN, where applicable), and the Resources Coordinator.
- 5.4 The financial review body shall review:
 - the financial contributions of each Collaborating Institution;
 - the annual budget of the Collaboration;
 - the expenses incurred by the Collaboration; and
 - a record of the ownership of Equipment (the “Ownership Inventory”).

This review process shall be carried out on an ongoing basis and give rise to an annual report.

¹ <https://greybook.cern.ch/greybook/>

² <https://cds.cern.ch/record/2137994>

Personnel of Collaborating Institutions

- 5.5 CERN may host personnel of a Collaborating Institution insofar as required for the execution of the experiment, as associated members of the CERN personnel or, as the case may be, without personnel status at CERN, subject to conditions including, but not limited to, the following:
- a) the personnel shall have a legal link³ with their Collaborating Institution;
 - b) the Collaborating Institution shall be responsible for its personnel's social insurance cover, which shall include health and accident insurance (including protection against occupational illness and occupational accidents) and shall provide adequate cover in Switzerland and France, as well as any countries visited during travel undertaken in the context of the experiment;
 - c) if, for any reason, the Collaborating Institution is unable to provide its personnel with such health and accident insurance, the personnel shall obtain it themselves. The Collaborating Institution remains responsible for ensuring that adequate insurance is taken out and maintained for the duration of their stay at CERN;
 - d) the personnel shall have adequate financial resources to support themselves and any accompanying family members;
 - e) any accompanying family members shall have health and accident insurance providing adequate cover in Switzerland and France.
- 5.6 During their presence at CERN, and regardless of whether or not they are appointed as members of CERN's personnel, the personnel of a Collaborating Institution shall comply with the applicable CERN rules and regulations, the "CERN Code of Conduct"⁴ and the document "Integrity at CERN"⁵.
- 5.7 Each Collaborating Institution shall inform its personnel of the content of this Article.

Data privacy

- 5.8 Each Collaborating Institution shall comply with "CERN's data privacy framework"⁶.

Equipment

- 5.9 Each Collaborating Institution shall make available on the CERN site the Equipment that it has undertaken to provide, in accordance with the Collaboration's agreed timetable and technical specification.
- 5.10 Except as otherwise provided for in these General Conditions or as agreed in writing between the Collaborating Institution and the CERN Director responsible for research, ownership of Equipment remains with the providing Collaborating Institution.

³ The home institution shall be either the personnel's employer, educational establishment, recognized funding body, or any equivalent body expressly recognized as such by CERN.

⁴ <https://cds.cern.ch/record/2240689/>

⁵ <https://cds.cern.ch/record/2007473/>

⁶ <https://cds.cern.ch/record/2651311/>

- 5.11 If Equipment is jointly owned by two or more Collaborating Institutions, the term “Collaborating Institution” shall refer to any and all of them and their obligations shall be joint and several.
- 5.12 If each Collaborating Institution’s share of ownership in Equipment cannot be ascertained, such Equipment shall be deemed jointly owned by the Collaborating Institutions concerned.
- 5.13 The Collaboration shall keep an up-to-date Ownership Inventory. CERN reserves the right to exercise ownership rights, if ownership cannot be ascertained.
- 5.14 If a Collaborating Institution withdraws from a Collaboration, its Equipment shall remain available for as long as required for the experiment, unless otherwise agreed by the Collaboration.
- 5.15 Following a decision taken by a Collaboration that Equipment is no longer required for the experiment, or a decision taken by the CERN Research Board to close the experiment, or a decision taken by CERN for imperative reasons related to such matters as safety, environment or regulatory constraints, each owning Collaborating Institution shall, as soon as feasible, and in any event no later than as requested by the CERN Director responsible for research, dismantle, remove and safely dispose of the Equipment at its own expense. Disposal may take the form of a donation of Equipment.
- 5.16 Should an alternative use on the CERN site be identified for Equipment, ownership thereof may be transferred to another party, subject to written approval by the CERN Director responsible for research and the conclusion of a written agreement between the owning Collaborating Institution and the receiving party. Ownership and all obligations in respect of such Equipment under the General Conditions shall thereupon be transferred to the receiving party.
- 5.17 If, notwithstanding CERN having given written notification of its failure to do so, a Collaborating Institution has not implemented its obligations under this Article, CERN shall, at the expense of the owning Collaborating Institution, be entitled to dismantle and dispose of Equipment, in any manner that it deems appropriate.

Safety

- 5.18 The term “Safety” covers occupational health and safety, including radiation protection, the protection of the environment and the safe operation of CERN’s installations, including radiation safety.
- 5.19 The “CERN Safety Policy”⁷ sets out the principles, and the “Safety Rules”⁸ set out the responsibilities, in matters of Safety of each Collaborating Institution and of CERN as the Host Laboratory. Each Collaboration shall establish a document defining its organisation in matters of Safety.
- 5.20 Each Collaborating Institution shall take the necessary measures to ensure that its activities, personnel and Equipment on the CERN site comply with the CERN Safety Policy, the applicable Safety Rules, and the procedures and any specific instructions in matters of Safety given by CERN.

⁷ <https://hse.cern/content/cern-safety-policy>

⁸ <https://hse.cern/content/safety-rules>

- 5.21 Each Collaborating Institution shall comply with any Safety obligations that apply to it in its capacity as the employer of its personnel on the CERN site. It shall provide its personnel with all the means required to fulfil its Safety obligations on the CERN site, including personal protective equipment, training and instructions on working procedures. It shall issue any certificates or authorisations required by CERN in relation to the fitness for work of its personnel.
- 5.22 Each Collaborating Institution shall appoint a Safety contact person for all activities on the CERN site.

6. INTELLECTUAL PROPERTY

- 6.1 The disclosure of intellectual property (“IP”) by a Collaborating Institution for the purpose of an experiment does not create any proprietary right for any other Collaborating Institution.
- 6.2 A Collaborating Institution contributing IP for use by the Collaboration for the purpose of an experiment shall ensure that it has the rights to do so, and shall communicate any applicable restrictions in writing.
- 6.3 Ownership of IP developed by a Collaborating Institution in the execution of an experiment shall be vested in that Collaborating Institution, which shall grant the other Collaborating Institutions a free, non-exclusive licence for the use of such IP for the purposes of the experiment and for the execution of the other Collaborating Institutions’ scientific programmes. Such use shall always be for peaceful purposes only.
- 6.4 If IP is developed jointly by Collaborating Institutions and their respective contributions cannot be established or distinguished, ownership is vested in them jointly.
- 6.5 Collaborating Institutions provide no representations or warranties in respect of IP made available to each other for the purposes of an experiment. A Collaborating Institution’s use of IP is at its own risk.

7. PUBLICATIONS

- 7.1 Each Collaboration shall publish the results of the experiment, including scientific data as applicable. Such publications shall be made in open access format, or otherwise be made publicly available. Each Collaboration shall notify CERN in writing of any forthcoming publications relating to the experiment.
- 7.2 The publication of results generated by several Collaborating Institutions is subject to written approval by the Collaborating Institutions concerned, which shall not be withheld unreasonably.
- 7.3 Each Collaboration shall decide on the arrangements for acknowledging Collaborating Institutions and individuals that have contributed to publications.

8. SERVICES OFFERED BY CERN AS HOST LABORATORY

8.1 Subject to applicable conditions and limitations, CERN provides the standard services and facilities to Collaborations for the purposes of an experiment as set out below. If so decided by CERN, taking into account their nature, volume and duration, the extent of such services and facilities shall be set out in writing.

Facilities

8.2 Maintenance and operation of the CERN site

a) standard infrastructure and other equipment as needed;

8.3 Particle beams and equipment

a) particle beams and related shielding, monitoring equipment and standard means of communication with the accelerator control room;

b) beam time allocation and scheduling, as approved by the CERN Research Board in accordance with the recommendations of the pertinent Experiment Committee;

c) test-beam time for testing prototypes and calibrating final detector components, subject to the applicable scheduling and allocation procedures;

8.4 Space

a) floor space in experimental areas for Equipment;

b) space for the construction, testing and assembly of Equipment;

c) temporary, short-term storage space for spare parts, handling and assembly tools and Equipment that is awaiting installation or removal. CERN reserves the right to charge the cost of longer-term storage to the Collaborating Institutions concerned;

d) office space, equipped with standard furniture and infrastructure, including electricity;

8.5 Supplies and installations at the experiment

a) assistance with the installation and removal of Equipment, such as the provision of crane and rigging services, geometrical survey and alignment, as well as transport of Equipment between CERN site locations and inside the experimental areas;

b) mechanical infrastructure, local infrastructure for the supply of mains electricity, raw cooling water, compressed air;

8.6 Transport of personnel on the CERN site

a) basic transport for personnel between CERN site locations, including experimental areas;

8.7 Administrative services

- a) access to administrative services to assist the Collaboration in financial matters, in accordance with the Financial Rules and the “Conditions applicable to the opening and use of Third-Party Accounts”;
- b) support from the CERN Users Office for personnel of Collaborating Institutions;

Networks and computing

- 8.8 access to the general-purpose network in offices, to the technical network in accelerator facilities, to telephone services and to additional ad hoc network services, subject to applicable conditions and licence terms;
- 8.9 central computing resources for the Collaborating Institutions, typically for ingestion of raw data of experiments and long-term data storage, in amounts to be decided in accordance with the applicable CERN allocation procedures, subject to applicable conditions and licence terms;

Procurement

- 8.10 access to CERN’s procurement services for the purposes of the experiment, in order to assist Collaborating Institutions in placing purchase orders and contracts in accordance with the CERN Financial Rules, including the Procurement Rules and procedures. Liability for such procurement shall remain with the Collaborating Institution(s) concerned. Unless otherwise agreed in writing, ownership of Equipment shall transfer to the Collaborating Institution(s) for the benefit of which the purchase was made, immediately upon its acceptance by CERN on behalf of the Collaborating Institution(s);

Safety

- 8.11 access to services related to Safety and, in particular:
 - radiation protection, including dosimetry;
 - support regarding general safety within the experiment;
 - safety training; and
 - fire and rescue services, including emergency response;

Insurance

- 8.12 CERN shall, at its expense, insure against the risk of fire, explosion, natural disaster and water damage to the Equipment belonging to the Collaborating Institutions, once the Equipment has been delivered to the CERN site and included in the Ownership Inventory. CERN does not insure items against the risk of transport, crane or rigging accidents, but may, at the request of the Collaborating Institutions concerned, arrange for such insurance on a case-by-case basis at their expense.
- 8.13 CERN shall, at its expense, insure the personnel of Collaborating Institutions against third-party liability incurred in the execution of the experiment on the CERN site.

- 8.14 The insurance covers defined in Articles 8.12 and 8.13 are subject to the limitations and exclusions of CERN's insurance policies. Any risk or liability not covered by such policies shall be assumed by the Collaborating Institutions. CERN does not warrant or accept liability as to the sufficiency of its insurance policies in relation to the risks and liabilities of the Collaborating Institutions.

9. LIABILITY

- 9.1 The standard services and facilities set out in Article 8 are provided without representations or warranties.
- 9.2 Without prejudice to Article 9.3, each Collaborating Institution shall bear its own loss and damage incurred in the execution of an experiment.
- 9.3 The responsible Collaborating Institution shall be liable to CERN as Host Laboratory for any loss and damage incurred by CERN as a result of a breach of these General Conditions, save for indirect or consequential loss or damage, such as loss of income or loss of access to installations.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 The terms of these General Conditions shall be interpreted in accordance with their true meaning and effect and, as a consequence of CERN's status as an intergovernmental organisation, independently of national and local law. In cases where these General Conditions are silent on a matter, or any of their terms are ambiguous or unclear, then, in those circumstances only and not in respect of these General Conditions as a whole, reference shall be made to Swiss substantive law.
- 10.2 If a dispute within the Collaboration or between the Collaboration and CERN as Host Laboratory cannot be resolved amicably, it shall be referred by any Collaborating Institution that is party to the dispute to the President of the CERN Council, whose decision on the matter shall be binding and final, without the right of revision or appeal.

11. FINAL PROVISIONS

- 11.1 These General Conditions shall continue to apply for as long as is necessary to give effect to their provisions.
- 11.2 CERN may update these General Conditions from time to time, and shall promptly notify the Collaborating Institutions of any such updates.