

MC-Pad Network Agreement

1. Introduction

A multi-site network has been formed which will provide excellent training opportunities to young researchers in the field of radiation detectors for the next generation of particle physics experiments and other applications. We are targeting mainly physicists and (electronics) engineers.

The network with the acronym MC-PAD (**M**arie **C**urie – **P**Article **D**etectors) comprises nine academic participants, two associated academic partners and three associated industrial partners.

The academic participants (hereafter called “Contractors”) are:

CERN (Coordinator)	European Organization for Nuclear Research (CH)
DESY	Stiftung Deutsches Elektronen-Synchrotron (DE)
GSI	Gesellschaft für Schwerionenforschung mbH (DE)
JSI	Jožef Stefan Institute (SI)
AGH	AGH University of Science and Technology (PL)
LNF	Laboratori Nazionali di Frascati - Istituto Nazionale di Fisica Nucleare (IT)
NIKHEF	Stichting voor Fundamenteel Onderzoek der Materie (NL)
PSI	Paul Scherrer Institut (CH)
UHH	University of Hamburg (DE)

The academic associated partner (hereafter called “associate partners”) are:

IFJ	Polish Academy of Sciences (Polska Akademia Nauk) PAN (PL)
NIMP	Bucharest (RO)

The industrial associated partner (hereafter called “industrial partners”) are:

Evatronix	Evatronix SA (PL)
Micron	Micron Semiconductor Ltd. (UK)
Photonis	Photonis SAS Holding (FR)

The academic network participants are major European High Energy Physics research labs or large research institutes with excellent international reputation and a proven long-standing record in the design and fabrication of state-of-the-art particle detectors. The industrial partners are European small to medium size high tech companies, which have a leading role in their field. The network covers a unique set of competencies, expertise, infrastructures and training possibilities.

Most of the participants have already collaborated in various projects and established efficient working relations. The training network is a significant extension of these relations into the field of training and the partners will co-operate to fulfill the objectives of the EC Contract “Marie Curie Training Network on Particle Detectors” hereafter called MC-PAD.

The purpose of this document is to describe the organization of the work between the partners, the management and the operation of the network and their common code of conduct, supplementing but not conflicting with the provision of the EC contract.

This document is acknowledged by the partners, but has no legal binding.

2. Governance of the project

2.1 - The Coordinator

The Coordinator is the scientific and administrative representative of the Project, vis-à-vis the Commission.

The Coordinator is, on behalf of the partners, responsible for carrying out the specific coordination tasks laid down in the Contract, covering all scientific, technical, organizational and financial aspects.

The partners have appointed C. Joram (CERN) as Project Coordinator, and CERN as Coordinator Partner. Coordinator's duties are:

- to be intermediary to the EC Commission;
- to receive financial contribution from the Commission and to allocate it to the Contractors in accordance to the EC contract;
- to prepare annual accounts and reports for the EC;
- to collect audit certificates from the Contractorss;
- to send the Project Reports and the audit certificates to the Commission, after prior validation by the Supervisory Board.

The Coordinator will be assisted by an administrative employee to be financed on a part-time basis from the network's management budget. He/she will support the activities and the organisation of the network, in particular the financial follow-up and reporting.

2.2 - The Supervisory Board

The Supervisory Board (SB) is responsible for the following tasks:

- to support the Executive Board with advice, to monitor its activities and to follow up the general operations and progress of the network;
- to monitor all actions taken by the Executive Board to ensure that the network's goals are effectively fulfilled;
- to approve the Project Reports;
- to approve any change in research programme as proposed by Executive Board;
- to appoint two external advisors for an independent peer-review of the quality of the training programme;
- to appoint the deputy network co-ordinator;
- to appoint a coordinator for the training program and a deputy;

- to appoint a coordinator for selection matters and a deputy.

The SB comprises a representative of each of the network partners, including associated and industrial partners and will meet twice a year.

The SB elects its Chairperson that is not a member of the Executive Board.

In the SB only the Contractors have voting rights.

The SB may validly meet if $\frac{1}{2}$ of its voting members are present or represented.

Decisions shall be taken upon a majority of $\frac{2}{3}$ of the votes of the SB voting members is reached.

The Chairperson will convene the meetings, prepare the agenda and circulate the minutes. Meetings can be performed also via telecommunication systems and electronic vote is accepted.

2.3 - The Executive Board

The Executive Board (EB) is responsible for the following tasks:

- the overall management of the network's research and training programme;
- the follow-up of the recruitment;
- the organisation of network wide training events and workshops, with the help of two external experts will provide feedback and advice on the quality and organisation of the training activities;
- the follow-up the research carried out in the projects of the network through contacts with the Research Project Contact Persons;
- ensure frequent contact and exchange of results between the partners within a project and, more in general, in the network;
- if required, intervene to try and solve disputes amicably.

The Coordinator of the MC-PAD network chairs the EB.

The other members of the EB are appointed by the Supervisory Board for a period of one year (renewable): the deputy network co-ordinator, a co-ordinator for the training program, a co-ordinator for selection matters, and deputies for the latter two.

The EB will meet at least twice a year. All members have voting rights.

The EB may validly meet if $\frac{1}{2}$ of its members are present or represented.

Decisions shall be taken upon a majority of $\frac{2}{3}$ of the votes of the EB members is reached.

The Chairperson will convene the meetings, prepare the agenda and circulate the minutes. Meetings can be performed also via telecommunication systems and electronic vote is accepted.

2.4 – The Research projects

The scientific and administrative co-ordination of the individual research projects are carried out by the participating institutes.

Each project has a contact person appointed by the EB for a period of one year (renewable).

The project contact persons will inform the Executive Board about progress, delays or unforeseen problems of technical or other natures.

Whenever possible, the EB will propose and monitor corrective measures.

3 – Network operation

3.1 - Contractors' obligations

The contractors agree to cooperate in pursuing the objectives of the EC Contract MC-PAD.

Each contractor undertakes:

- to promptly notify, to the EB, any change or delay may impact on the project;
- to use all reasonable endeavour to ensure the accuracy of delivered information;
- not to use knowingly any proprietary rights of a third party, for which he has not acquired the corresponding authorization;
- to act all times in good faith and in a manner that reflects the good name and reputation of the partners and of the Project;
- to participate in a constructive manner to the meetings of the various bodies.

3.2 - Associate partners' obligations

3.3 - Industrial partners' obligations

3.4 – Scientific Reports

The Coordinator is responsible for the preparation of the annual scientific reports.

The project contact persons are responsible for providing the Coordinator the reports.

3.5 – Financial Reports

The Coordinator is responsible for the preparation of the financial annual reports.

The Contractors are responsible for providing the Coordinator the local financial reports.

In case a Contractor has not provided the Coordinator with its report, or with a non-compliant report, he shall not receive its concerned financial allocation (or part of it) until the report is submitted.

4 – Miscellaneous Provisions

4.1 – Intellectual property rights

Contractors, associate partners and industrial partners agree to follow general EC ruling for Intellectual Property Rights, in particular for confidentiality, publication, ownership and protection of knowledge, and access rights.

4.2 – Human resources

Each partner ensures that the recruitment policy, employment conditions, and staff career development prospects of the institutions participating in this network are in good compliance with the guidelines of the Charter and the Code, and that the recommendations contained therein are effectively implemented and part of internal practice.

This concerns in particular the recommendations on non-discrimination, gender balance, research environment, funding and salaries, continuous training, evaluation and appraisal systems, complaints and appeals, supervision, working conditions, and career development.

Each partner shall ensure the coverage of its employees in accordance with the law applicable to social security coverage and shall carry out all legal requirements incumbent on it.

4.3 – Settlement of disputes

All disputes or differences arising in the operation of the network, which cannot be amicably settled inside the governing boards, will go to an arbitration of three members, two of them appointed by the parties and the third, acting as chair, chosen by the two.

The arbitration decisions will bind the partners and the management of the MC-PAD network.

4.4 – Hierarchy of the provisions

In case of any inconsistency between this document and the EC Contract, the latter will prevail.