



Entity's logo

Partnership Agreement

between

The European Organization for Nuclear Research (CERN)

and

«Entity»

concerning

**Hosting of a CERN Employee
in the framework of the Horizon 2020 project**

**«RADiation and reliability challenges for electronics used in Space, Avonics,
on the Ground and in Accelerations»**

«RADSGA»

«MonthYear»

The European Organization for Nuclear Research (CERN), an Intergovernmental Organization having its seat at Geneva, Switzerland, duly represented by Fabiola Gianotti, Director-General,

and

«Entity», «SeatLocation», «Country», duly represented by «EntityLegalRep»,

hereafter individually or jointly referred to as “the Party” or as “the Parties” respectively,

CONSIDERING THAT:

CERN is the Coordinator of the project entitled “«RADiation and reliability changes for electronics used in Space, Avionics, on the Ground and in Accelerations»” (“the **«RADSAGA» Project**”), a project funded by the European Commission as part of the European Union Horizon 2020 Framework Program for Research and Innovation (2014-2020) under the funding Scheme of “Marie Curie Initial Training Networks”, and «Entity» is a Partner Organisation in the RADSAGA Project, under Grant Agreement no. 721624,

«Entity» is involved in the work package «WPno» of the RADSAGA Project related to “«WPdescription»” as described in Annex I – Description of Action – of the Grant Agreement (“**the Field**”) and has committed to host, supervise and provide training to the Early Stage Researcher(s) recruited by CERN and the other consortium partners under the RADSAGA Project in accordance with the Grant Agreement,

«Fellow», a CERN employed member of the personnel, is a Early Stage Researcher under the Grant Agreement and is involved in the research and training activities in the Field (“the Fellow”),

The Parties have a common interest to collaborate in performing joint research activities in the Field under a partnership agreement (“**Agreement**”), in particular in providing the Fellow access to the «Entity» facilities,

HAVE AGREED AS FOLLOWS:

1. Scope

The Agreement sets out the conditions under which «Entity» shall host the Fellow from CERN in order to perform research activities in the Field.

2. Hosting modalities and obligations of «Entity»

2.1 «Entity» agrees to host the Fellow from «StartDate» to «EndDate» at the premises of «Entity», «SeatLocation» (“**«EntityAcronym»** ”), and subject to Article 7, at no cost to CERN.

2.2 During his stay at the «EntityAcronym» site, the Fellow shall have access to and opportunity to use «Entity»’s research facilities and equipment necessary for the performance of his work under the Field.

- 2.3 Notwithstanding Article 3 below, the « EntityAcronym » shall provide the Fellow with the applicable regulations pertaining to access and safety on the site; its code of conduct; and the «Entity»'s working hours and general closures. «Entity» shall immediately inform CERN in writing should the «Entity» have reasonable grounds to conclude that the Fellow's activities, actions, or inactions contravene any of the site's rules and regulations.
- 2.4 Within the first two weeks of the Fellow's arrival on the «Entity» premises, the «Entity» shall provide the Fellow with the necessary information, including any required safety and security training, pertaining to the Fellow's research and Field activities. In the event of any work-related accident involving the Fellow, «Entity» shall immediately inform CERN.
- 2.5 Notwithstanding Article 3.2 below, «Entity» shall inform CERN of any unauthorised absence of the Fellow from the «EntityAcronym» site.

3. Status of the Fellow and obligations of CERN

- 3.1 Pursuant to a contract of employment between CERN and the Fellow, CERN is the employer of the Fellow for the duration of this Agreement. As such, CERN provides all remuneration and emoluments due to the Fellow, including but not limited to: monthly salary; travel costs (including subsistence indemnities); and social security (including health insurance), as prescribed under the CERN Staff Rules and Regulations. «Entity» shall not provide any additional compensation, of any kind, to the Fellow in connection with the Fellow's Field activities under this Agreement.
- 3.2 All matters concerning the Fellow's leave entitlements such as, annual leave and sick leave as prescribed in the CERN Staff Rules and Regulations, shall be administered by CERN. CERN shall keep «Entity» informed, in advance, of all leave authorised by CERN during the Agreement.

4. Intellectual Property

- 4.1 For the purposes of this Agreement
- "Background" means any intellectual property rights, data, software, know-how or information, whatever its form or nature (tangible or intangible), that is held by any Party prior to the signature of this Agreement, which is needed to perform the work under the Field;
 - "Results" means any tangible or intangible output such as data, software, know-how or information, that is generated under the Field, whatever its form or nature, whether or not it can be protected, including any intellectual property rights or other rights therein.
- 4.2 Background shall remain the property of the Party contributing it for the execution of the RADSAGA project (or, as the case may be, its licensor(s)). Save as expressly granted in this Article, no license to use any intellectual property is granted or implied by this Agreement.
- 4.3 Subject always to pre-existing obligations concerning the same, each Party hereby grants the other Party a royalty-free, non-exclusive license to use its Background for the purpose of carrying out the RADSAGA project, including, if

needed, for the use of its Results, but for no other purpose. This license does not include any entitlement to grant a sub-license.

- 4.4 Results shall be owned by the Party whose personnel has carried out the work and generated the Results, and shall be treated as confidential information pending a decision as to its protection by the owning Party. The Party owning the Results shall take measures to adequately protect the same, it being understood that should such protection engender costs, these shall be covered by the owning Party unless agreed otherwise.
- 4.5 Where the Parties have jointly carried out work generating Results and their respective share of the work cannot be ascertained, they shall have joint ownership of such Results, in accordance with the provisions set out in Article 4.10.
- 4.6 Each Party hereby grants the other Party a non-exclusive, royalty free and perpetual license to use its Results (including jointly-owned Results) for the execution of the RADSAGA project, and for its own internal non-commercial purposes (which includes “research and development” and “having manufactured”). For CERN, this license shall include the right to sublicense third parties for the purpose of the latter’s participation in the execution of CERN’s mission.
- 4.7 The providing Party provides no warranty, in respect of its Background and Results made available by it under this Agreement, to the receiving Party.
- 4.8 Each Party hereby also grants the European Union Institutions, bodies, offices or agencies a non-exclusive, royalty free and perpetual license to use its Results (including jointly-owned Results) for developing, implementing or monitoring EU policies or programmes, it being understood that such use is limited to non-commercial and non-competitive use.
- 4.9 Any use of CERN Background or Results shall be for non-military purposes only.
- 4.10 Each Party shall, subject to pre-existing obligations, provide the other Party with a license for the commercial exploitation of its Background and Results. The granting by a Party of a license for commercial exploitation of its Background or Results to the other Party shall be the subject of a separate license agreement, to be agreed on fair and reasonable commercial terms.
- 4.11 Any rights in intellectual property jointly developed by the personnel of the two Parties (to the extent that none of the said Parties could reasonably claim full ownership of this intellectual property rights) under this Agreement and in execution of the RADSAGA project shall be vested in «Entity» and in CERN in proportion to their respective intellectual, human, financial and material contributions in such intellectual property (hereinafter the “Co-owning Parties”).
The Co-owning Parties shall enter into a co-ownership agreement, which shall be signed as soon as necessary.

Where no co-ownership agreement has been concluded:

- each of the Co-owning Parties shall be entitled to use their jointly owned intellectual property on a royalty-free basis for research, educational and other non-commercial purposes, and

- each of the Co-owning Parties shall be entitled to use and to grant non-exclusive licenses to third parties for commercial purposes on the basis of normal commercial conditions, without any right to sub-license and without requiring the prior consent of the other Co-owning Party, subject to the following conditions:
 - o at least 45 days prior notice must be given to the other Co-owning Party, and
 - o fair and reasonable compensation must be provided to the other Co-owning Party.

5. Publications

- 5.1 Without prejudice to Article 4 above, the Parties shall strive to jointly publish the results of their collaboration as Open Access publications.
- 5.2 In so far as the Parties do not jointly publish the results of the collaboration, publications by one Party involving results developed by the other Party shall be subject to the latter's prior written approval, which shall not be withheld unreasonably.
- 5.3 Publications shall acknowledge the collaboration between the Parties including, whenever appropriate, the personnel having taken part in the development of the results covered by the publication.

6. Confidentiality

- 6.1 Each Party shall treat as confidential any information provided to it by the other Party and designated as confidential, or of which its confidential character should reasonably be understood. Except as agreed otherwise in writing, this confidentiality obligation shall continue for a period of five (5) years from the date of termination of this Agreement. The receiving Party shall not use confidential information for any other purpose than the execution of this Agreement and shall not disclose it to any third party without prior written permission of the disclosing Party.
- 6.2 No confidentiality obligation shall apply to information which the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party; became part of the public domain after such communication but not through any fault of the receiving Party; was already in possession of the receiving Party at the time of signature of this Agreement; has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or has been developed by the receiving Party independently and outside the scope of this Agreement.

7. Liability

- 7.1 Each Party shall be exclusively liable for any loss, damage or injury caused by its personnel to third parties, arising out of the performance of the Agreement.

7.2 Nothing in this Agreement shall constitute a waiver by «Entity» or its insurers of their right to seek recourse from CERN for any payment made by or on behalf of «Entity» under any applicable laws, as a consequence of or in relation to an illness or accident of «Entity» staff resulting directly from gross negligence or willful misconduct of CERN and its Fellow.

7.3 Nothing in this Agreement shall constitute a waiver by CERN or its insurers of their right to seek recourse from «Entity» for any payment made by or on behalf of CERN under any applicable laws, including under the rules of its Health Insurance Scheme or those of its Pension Scheme under the CERN Staff Rules and Regulations, as a consequence of or in relation to an illness or accident of the Researcher resulting directly from gross negligence or willful misconduct of «Entity».

7.4 Each Party is solely liable, under the conditions provided by applicable law, for any damages it causes to another Party's movable or immovable property and which arise from or in relation to its performance of the Agreement.

8. Governing Law and Dispute Resolution

8.1 The terms of the Agreement shall be interpreted in accordance with their true meaning and effect and as a consequence of CERN's status as an Intergovernmental Organization, independently of national and local law. Provided that if and insofar as this Agreement does not expressly stipulate it, or any of these terms is ambiguous or unclear, then in those circumstances only and not in respect of this Agreement as a whole, reference shall be made to Swiss substantive law.

8.2 The Parties shall endeavor to settle any difference concerning this Agreement amicably. Failing to do so, the Parties shall resort to the arbitration Procedure adopted by CERN in accordance with its status as an Intergovernmental Organization. The language of the arbitration proceedings shall be English. Notwithstanding reference of any dispute to arbitration, the Parties shall continue to perform their obligations under this Agreement.

9. Duration

The Agreement shall enter into force upon signature of the Parties and shall remain in force for the duration of the hosting of the Fellow at the «EntityAcronym» site. Notwithstanding the foregoing, Articles 4 to 8 of the Agreement shall survive the duration of the Agreement.

Signed in two (2) originals

For the European Organization for
Nuclear Research

For «Entity»

On.....2016

On.....2016

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«CERNDeptHead»
«CERNDept» Department

«EntityLegalRep»

