

# **MEMORANDUM OF UNDERSTANDING**

## **Establishing the CERN Baltic Group**

### **PREAMBLE**

I CERN Baltic Group is an establishment where all participants join their efforts to foster particle physics and accelerator technology research and education community in Baltic States (Latvia, Estonia, Lithuania);

II The aim of CERN Baltic Group (hereinafter – CBG) is to create a strong and efficient exchange mechanism allowing creation of a common view and a joint platform in cooperation with European Organization for Nuclear Research (hereinafter – CERN);

III Following the discussions of the representatives of CERN and the representatives of universities of the Baltic States on February 2, 2018, parties came to a conclusion for the Baltic States to unite in CBG and set out written guidelines for further cooperation;

IV The CBG stakeholders recognize the need to create a formal legal structure permitting the CBG to increase the scope and quality of its work;

V This Memorandum of Understanding (hereinafter – MoU) creates the CBG and sets out its governance and the rights and obligations of participants.

### **ARTICLE 1**

#### **PURPOSE OF THIS MOU**

- 1.1. This MoU creates the CBG and sets out its governance and the rights and obligations of participants.
- 1.2. This MoU, which includes the main body, Annexes, Addenda and amendments, constitutes the exclusive understanding governing the CBG. The Annexes and Addenda shall be updated as necessary, separately from this MoU.
- 1.3. This MoU is not legally binding, but its signatories recognize that the long-term success of the CERN Baltic Group depends on their adherence to the provisions of this MoU.

### **ARTICLE 2**

#### **MISSION AND OBJECTIVES**

- 2.1. The mission of the CBG is to coordinate policy and actions related to high energy particle physics and accelerator technologies (*inter alia* big data and computing technologies) within the scientific institutions and universities of the Baltic States and *vis a vis* CERN.
- 2.2. The main objectives of the CERN Baltic Group are:
  - 2.2.1. Coordination of the Baltic research institutions activities towards CERN and related Collaborations/Experiments;
  - 2.2.2. Strengthening and development of Baltic High Energy Physics community;
  - 2.2.3. Foster cooperation between CERN and local industry in the Baltic States and generate new opportunities via joint research projects and contacts;

- 2.2.4. Development of the Baltic international multidisciplinary masters/doctoral level study programme in High Energy Physics and Accelerator Technologies, and related areas.
- 2.3. The main principles of the CERN Baltic Group are: transparency, honesty, sharing and collaboration.

### **ARTICLE 3 MEMBERSHIP**

- 3.1. The Founding Members of the CBG are:
  - 3.1.1. Riga Technical University (RTU)
  - 3.1.2. University of Latvia (LU)
  - 3.1.3. Tallinn University of Technology (TTU)
  - 3.1.4. National Institute of Chemical Physics and Biophysics (NICPB)
  - 3.1.5. Vilnius University (VU)
  - 3.1.6. Riga Stradins University (RSU)
  - 3.1.7. University of Tartu (UT)
  - 3.1.8. Kaunas University of Technology (KTU)
- 3.2. Conditions
  - 3.2.1. National and international higher education institutions, laboratories and institutes, as well as scientific collaborations from the Baltic States (Estonia, Latvia, and Lithuania) active in particle physics or accelerator technologies and related sciences are eligible to apply for membership.
  - 3.2.2. Member institutions (hereinafter – the Member(s)) shall appoint representatives (hereinafter – Representative) and their substitutes (hereinafter – Substitute) to participate at the CBG actions.
  - 3.2.3. National CERN Industrial Liaison Officers (ILO(s)) are invited to the CBG meetings and shall act in their consultative and liaison capacity.
  - 3.2.4. Members shall cover the cost of travel, accommodation and other expenses incurred in relation to the membership, and in general with their participation in the CBG, and shall not receive financial support from the CBG.
- 3.3. Accession of CBG
  - 3.3.1. Future CBG participants may apply for participation at the CBG (or where they meet the eligibility criteria for membership) by expressing wish to be in the CBG in a written form to the Chairperson of the CBG and thereby confirming its will and readiness to effectively contribute to groups efforts. The term of this status and the scope of related rights and obligations shall be as set out above.
  - 3.3.2. Accession to membership shall be decided at the CBG meeting by a two-thirds majority of the votes cast on the basis of a written application to the CBG Chairperson and taking into account the principles governing eligibility to apply for membership set out above.
  - 3.3.3. Accession to membership shall be subject to the conclusion of an Addendum to this MoU on the basis of the accession template set out in Annex I, signed by the Chairperson of the CBG and an authorized representative of the new Member. Signature of the Addendum shall imply that the Member becomes a party to this MoU.

### 3.4. Withdrawal

- 3.4.1. Members may withdraw from this MoU and accordingly terminate their membership at any time, subject to giving six-month written notice to the CBG Chairperson.
- 3.4.2. Unless decided otherwise by the General Meeting, where justified by exceptional circumstances, the withdrawing Member shall honor any commitments made by it in respect of CBG activities prior to such termination notice.
- 3.4.3. Contributions to CBG, including in-kind contributions, shall not be reimbursed, returned or compensated.

### 3.5. Default

- 3.5.1. Without prejudice to the mechanism set out in Article 8.3.2., the CBG meeting may decide by a two-thirds majority of the votes cast to terminate this MoU in respect of a Member who is in breach of its obligations under this MoU. Termination shall become effective twelve months from the date of written notice by the Chairperson inviting the defaulting Member to remedy its breach, unless the defaulting Member has remedied the breach before this deadline.
- 3.5.2. Where justified by exceptional circumstances, including gross negligence, termination may take effect within a shorter deadline or immediately.
- 3.5.3. Contributions to the CBG, including in-kind contributions, shall not be reimbursed, returned or compensated.

## **ARTICLE 4 GOVERNANCE**

- 4.1. The bodies of the CBG shall be the General Meeting and the Coordination Team.
- 4.2. It shall be organized in particular in working groups and activities (hereinafter – Working Groups and the Activities separately) set up by the CBG General Meeting.

## **ARTICLE 5 GENERAL MEETING**

### 5.1. Mandate and composition

- 5.1.1. The General Meeting is a formal body on information exchange, decision and policy making to reach aims and goals of the CBG stated above. The CBG General Meeting terms are included in Annex II.
- 5.1.2. The General Meeting shall consist of the Chairperson, the Representatives, as well as of any other contributors to the execution of CBG's mission designated by Members.
- 5.1.3. Other stakeholders may be invited by the Chairperson or Members to attend on an ad hoc basis as observers.

### 5.2. Meetings

- 5.2.1. The General Meeting shall normally hold two two-day meetings a year. Hosting shall as much as feasible rotate so as to allow geographical coverage across the CBG membership or serve other aims of the CBG.
- 5.2.2. Meetings shall be convened by the Chairperson.

## **ARTICLE 6**

### **COORDINATION TEAM**

#### 6.1. Mandate and composition

- 6.1.1. The Coordination Team shall implement the decisions of the General Meeting relating to administrative matters of the CBG and provide day-to-day support to the General Meeting and to the CBG as a whole, including support and maintenance of its web presence.
- 6.1.2. The Coordination Team shall consist of the Chairperson, who shall manage the Coordination Team, and any other persons made available to serve on the Coordination Team.
- 6.1.3. All expenses of the Coordination Team activities shall be covered by the Members themselves.

## **ARTICLE 7**

### **ETHICS POLICY**

- 7.1. The CBG shall not solicit or accept Support which could endanger its capacity to carry out its mission; impede its independence or freedom; result in a conflict of interest or the appearance thereof; be regarded as controversial or prove detrimental to its image and reputation; or where the legality or sustainability of the source of funding cannot be verified; the support was not obtained in accordance with the aforementioned criteria; the aims, objectives or activities of the supporter are inconsistent with those of the CBG. The CBG shall never solicit or accept support from sources whose principle activities are related to, or who receive significant income from, the weapons, armaments or other military industry, or from the production, marketing or distribution of tobacco products. The acceptance of Support shall be decided by the General Meeting, who, without prejudice to its application of the criteria set out above, shall take into consideration the individual policies of Members.

## **ARTICLE 8**

### **PUBLICATIONS**

#### 8.1. Public outreach and education

- 8.1.1. In application of its mission, the CBG shall endeavor to achieve the widest distribution of any outreach and educational material for public use.
- 8.1.2. Contributors and intellectual property ownership shall be acknowledged as appropriate.
- 8.1.3. Members and all other CBG participants shall ensure that their contributions to any outreach and educational material shall respect intellectual property ownership in such material and that permission, if any, required for such distribution, shall be obtained.

#### 8.2. Internal CBG communications

- 8.2.1. The recipients of internal CBG communications shall use such communications for internal CBG purposes only and not distribute them, except where the communication expressly so permits.

#### 8.3. Use of the CBG name

- 8.3.1. The CBG shall ensure that, except as otherwise agreed by it, any use of the CBG name by third parties shall be subject to its prior written permission.
- 8.3.2. It is understood that such permission is not required for any factual use by Members and Candidates in the context of their participation in the CBG, or in the context of Activities.
- 8.3.3. The names of Members will be used for the purpose of making known, always in a purely factual manner, their participation in the CBG.

## **ARTICLE 9 CONFIDENTIALITY**

- 9.1. It is understood that the CBG shall execute its mission in a spirit of openness. However, exceptionally, confidentiality may be required, including in particular where the subject matter discussed at sessions of the General Meeting so requires.

## **ARTICLE 10 ENTRY INTO FORCE AND TERMINATION**

- 10.1. Entry into force
  - 10.1.1. This MoU shall enter into force upon its signature when it is signed by Founding Members, willing to participate at the CBG.
- 10.2. Termination
  - 10.2.1. This MoU shall terminate, and the CBG shall be dissolved, by a decision of the General Meeting by a two-thirds majority of the votes cast.

## **ARTICLE 11 SETTLEMENT OF DISPUTES**

- 11.1. This MoU shall be interpreted in accordance with its true meaning and effect independently of any national or local law.
- 11.2. Any issue arising in the execution of this MoU shall be settled by consultation or mediation.
- 11.3. Any dispute arising from this MoU that cannot be settled amicably shall be resolved by arbitration chosen by the CBG General Meeting.

## **ARTICLE 12 WORKING LANGUAGE**

- 12.1. The working language of the CBG shall be English, it being understood that outreach activities shall be performed in the language(s) of the country or countries concerned.

## **ARTICLE 13 AMENDMENT**

13.1.This MoU may be amended only by a written agreement of all Parties to the MoU. The Annexes and Addenda shall be updated as necessary, separately from this MoU.

13.2.The amendment of Addenda shall be subject to agreement of its signatories.

The below mentioned members' authorized representatives with their signatures agree to establish CERN Baltic Group and agree to the guidelines of this MoU.

Signed by the undersigned authorized representatives:

**For Riga Technical University**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**For University of Latvia**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**For Tallinn University of Technology**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**For National Institute of Chemical Physics and Biophysics**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**For Vilnius University**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**For Riga Stradins University**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**For University of Tartu**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**For Kaunas University of Technology**

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at CERN, Meyrin \_\_\_\_/ \_\_\_\_/ 2018

**Annex I – Template Accession Addendum**

**ACCESSION**

of a new [MEMBER or CANDIDATE] to

The Memorandum of Understanding Establishing the CERN Baltic Group (hereinafter – CBG)

On behalf of the CBG, the Chairperson [NAME OF ONE OF THE CHAIRPERSONS CHAIRING THE GENERAL MEETING AT THE TIME OF THE ACCESSION] hereby certifies that at its session held on [date] the General Meeting has decided to admit [NEW MEMBER] to the CBG with the effective date above.

[OFFICIAL NAME OF THE NEW MEMBER] hereby accepts to become a [MEMBER] of the CBG and accepts all the rights and obligations contained in the Memorandum of Understanding identified above with the effective date of [date]

[OFFICIAL NAME OF THE NEW MEMBER] hereby designates [NAME OF REPRESENTATIVE] to represent it on General Meeting.

This Accession document is duly signed by the undersigned authorized representatives.

[Date and Place]

[NAME OF GENERAL MEETING CHAIRPERSON] Signature(s) Name(s) Title(s)

[Date and Place]

[NAME OF NEW MEMBER] Signature(s) Name(s) Title(s)



## **Annex II – CBG General Meeting Terms of Reference**

The CBG General Meeting (the “General Meeting”),  
Having regard to the Memorandum of Understanding (the “MoU”) thereof,  
Adopts these Terms of Reference:

### **Article 1. Scope**

- 1.1. These Terms of Reference shall supplement the provisions set out in the main body of the MoU.
- 1.2. Capitalised terms in these Terms of Reference shall have the same meaning as those contained in the MoU.
- 1.3. In the event of a conflict between these Terms of Reference and the terms of the MoU, the latter shall prevail.

### **Article 2. Chairperson and Deputy Chairperson**

- 2.1. The Chairman and Deputy Chairman shall be selected among the Member representatives and elected by simple majority of the General Meeting for term of two years.
- 2.2. The election of two Chairpersons shall normally be made through a single vote, it being understood that where justified by the circumstances their terms of office may not be identical.
- 2.3. In the event that a single Chairperson is elected the General Meeting shall, for the purpose of ensuring its functioning, elect one Deputy Chairperson from among the Representatives to replace the Chairperson in his or her absence. The Deputy Chairperson acting as the Chairperson shall have the same powers and duties as the Chairperson.
- 2.4. The Chairperson shall be assisted by the Coordination Team.

### **Article 3. Sessions of the General Meeting and Attendance**

- 3.1. The General Meeting shall meet in ordinary sessions.
- 3.2. It shall meet in extraordinary session outside the biannual General Meetings: (a) in exceptional circumstances upon the request by the Chairperson or by at least three (3) Representatives, or (b) in the event that the quorum required in Article 6.2. is not reached.
- 3.3. Sessions shall be attended by the Chairperson and the Coordination Team, and, wherever possible, by the Representatives. In addition, the Chairperson may invite any other person whose presence at the session he or she deems appropriate.
- 3.4. All sessions are open to every interested person, unless, where confidentiality is required; the Chairperson decides that the General Meeting meets in closed configuration for the whole or a part of the session. Attendance of sessions held in closed configuration shall be limited to

the Representatives, the Coordination Team, and any other person whose presence at the session the Chairperson deems necessary for the discussion of the agenda item(s) concerned.

- 3.5. If a Representative is unable to attend a session and remote participation is not possible, the Representative may appoint a substitute from his/her organization, who shall be familiar with the CBG matters and duly authorized and notified by the Representative in writing to the Chairperson, prior to the session, to attend the session.

#### Article 4. Notice of Sessions, Agenda

- 4.1. Notice of ordinary sessions of the General Meeting shall be given in writing to the Representatives on behalf of the Chairperson, normally at least sixty (60) calendar days before the session. Notice of extraordinary sessions shall normally be given seven (7) calendar days before the session.
- 4.2. The Chairperson may draw up a draft, together with any related documents, to the Representatives normally fourteen (14) calendar days before an ordinary session, and three (3) calendar days before an extraordinary session. Under exceptional circumstances the drafts may be delayed or not distributed before the meeting, in which case the Chairperson explains the circumstances at the meeting.
- 4.3. The notice, agenda and documents for sessions in closed configuration shall be marked “confidential” and only be distributed to the Representatives, the Coordination Team and any other person whose presence at the session the Chairperson deems necessary.
- 4.4. If the quorum for a session is not reached, the Chairperson shall convene an extraordinary session within fourteen (14) calendar days. If the quorum at that extraordinary session is not reached again, the General Meeting may validly deliberate and decide on agenda items without the need for the quorum.
- 4.5. The draft agenda for a session shall be adopted by the General Meeting as the first agenda item at the beginning of the session.
- 4.6. The General Meeting may decide by consensus to remove from, or add items to, the agenda on proposal by the Chairperson or at least two (2) Representatives.
- 4.7. Remote participation at a session is permitted if supported by the technical means available at the meeting venue for the duration of the session.

#### Article 5. Conduct of Business

- 5.1. The Chairperson shall direct the discussion of the General Meeting, maintain order and ensure observance of these Terms of Reference.

#### Article 6. Decision Making Process

- 6.1. The General Meeting shall only take decisions on the items included in the agenda adopted by the General Meeting at the beginning of the session.
- 6.2. The General Meeting shall not deliberate and decide validly unless two thirds (2/3) of the Representatives are present or represented at the session (“the quorum”).
- 6.3. Where consensus cannot be reached or where decision-making by secret ballot is required, the General Meeting vote in accordance with the following principles:
  - a) Voting shall normally take place by a show of hands, and the Chairperson shall state the result announcing the votes in favor or against and abstentions. The vote for or against or abstention of each Representative shall be recorded in the minutes of the session.
  - b) Representatives may vote by proxy, i.e. a Representative may give his or her vote to another Representative at a particular session, subject to prior written notice thereof, agreed and signed between the two Representatives concerned, being transmitted to the Chairperson. A Representative may, in addition to his or her own vote, have a maximum of two (2) votes from two (2) other Representatives.
  - c) Decisions shall be taken by secret ballot upon decision by the Chairperson or upon request by at least three (3) Representatives. Two tellers selected by the Chairperson from among the Representatives present, shall assist him or her in the counting of the votes. The number of votes for and against and the number of abstentions shall be recorded in the minutes of the session.

#### Article 7. Working Groups

- 7.1. The General Meeting may decide to establish Working Groups and Activities on specific matters as may be necessary for the functioning of the CBG. Such Working Groups and Activities shall be chaired by Conveners appointed by the general Meeting, who shall report to via the Chairperson, on the results of their activities.

#### Article 8. Minutes

- 8.1. The Coordination Team shall take draft minutes of the session that shall provide a succinct summary of the substance of statements made, state decisions made by the General Meeting (presented per agenda item) and any actions to be taken.
- 8.2. If the General Meeting met in closed configuration, the minutes shall be marked as “confidential” and only made available to the participants in the session concerned.
- 8.3. The Chairperson shall transmit the draft list of decisions to the Representatives for their review within fourteen (14) calendar days from the date of the session. They shall be considered as accepted if within fourteen (14) calendar days from receipt no Representative has objected in writing to the Chairperson.

- 8.4. The Chairperson shall transmit the draft minutes to the Representatives and (except as provided otherwise in Article 8.2.) for their review within ninety (90) days from the date of the session. They shall be considered as accepted, if by the date of the next session no Representative has objected in writing to the Chairperson.