

**AGREEMENT K 1640/IT**

**Between**

**THE UNITED NATION'S INSTITUTE FOR TRAINING  
AND RESEARCH (UNITAR)**

**And**

**THE UNIVERSITY OF GENEVA (UNIGE)**

**And**

**THE EUROPEAN ORGANIZATION  
FOR NUCLEAR RESEARCH (CERN)**

**Concerning**

**the Establishment of a Collaboration Framework  
for a Citizen Cyberscience Centre**

**2009**

The United Nations Institute for Training and Research (hereafter referred to as "UNITAR" or "UNITAR-UNOSAT" at Palais des Nations, CH - 1210 Geneva, duly represented by Charlotte Diez Special Assistant to the Executive Director on behalf of Carlos Lopes, Executive Director,

AND

The University of Geneva (hereafter referred to as "UNIGE") at 24 av. General Dufour, CH-1211 Geneva 4, duly represented by Professor Pierre Spierer, Vice-Rector for Research,

AND

The European Organization for Nuclear Research (hereafter referred to as "CERN") with its seat at CH-1211 Geneva 23, duly represented by Sergio Bertolucci, Director for Research and Scientific Computing,

(hereafter referred to individually as "Party" or collectively as "Parties")

**CONSIDERING THAT:**

- the Parties have a common interest in, and experience of, developing Citizen Cyberscience projects for humanitarian and fundamental research;
- Citizen Cyberscience provides scientists with an inexpensive form of distributed computing power that is complementary to Grid technology. This is especially true for processing-intensive problems, as illustrated by the LHC@home project developed by CERN and partners for Large Hadron Collider beam studies;
- it has been demonstrated through collaborative activities between CERN, UNIGE, and various United Nations initiatives and NGOs - specifically through the "Africa@home" project - [www.africaathome.org](http://www.africaathome.org) - which was initiated at CERN, that Citizen Cyberscience can provide individuals and institutions in the developing world with an appropriate low-cost technology for operational service platforms directed at pressing humanitarian challenges;

- such collaborative activities have also illustrated the practical benefits of closer collaboration between scientific and humanitarian partners, in particular for the training of young scientists and IT professionals from the developing world in new information technologies;
- to build on these achievements, a Citizen Cyberscience Centre, hosted in the UNOSAT offices at CERN is envisioned that provides a sustainable framework to disseminate the technological know-how needed to exploit Citizen Cyberscience more widely in developing regions, for both fundamental science and humanitarian applications;
- the focus of this Citizen Cyberscience Centre will be on the emerging field of Citizen Cyberscience, an Internet-based form of participatory science where ordinary citizens can contribute computing power, as well as their own time and effort to solve important scientific challenges;

**IT IS AGREED AS FOLLOWS:**

#### **ARTICLE 1           SCOPE OF THE AGREEMENT**

This Agreement sets out the conditions under which the Parties will collaborate to carry out the Citizen Cyberscience Centre Project (hereafter referred to as “the Project”) the content of which is defined in more detail in Article 2 hereunder.

#### **ARTICLE 2           SCOPE OF THE PROJECT**

2.1 Within the Citizen Cyberscience Centre, the Parties intend to foster and increase their collaboration focusing on domains related to the application of Citizen Cyberscience that promote humanitarian and development priorities relevant to the United Nations, as well as help scientists in developing countries participate in a meaningful way in fundamental research. The areas of collaboration may include, but are not limited to, the following:

- use of Citizen Cyberscience to help local authorities and humanitarian workers in developing regions to use earth imagery acquired from space for emergency response and improved territorial planning and management, including disaster risk reduction and adaptation to climate change;

- use of Citizen Cyberscience to help scientists discover new drugs for infectious tropical or neglected diseases using computer-aided screening of potential drug compounds, as well as to predict the impact of using such drugs in large-scale epidemiological simulations.
- use of Citizen Cyberscience to enable scientists in developing countries with limited resources to contribute in meaningful ways to international collaborations in fundamental science, such as particle physics and astrophysics.

2.2 The Project shall cover the following activities subject to the appropriate funding being available:

- providing consultancy to researchers and practitioners interested to apply Cyberscience techniques, in particular directing such groups to the most appropriate form of Cyberscience, be it Grid technology, volunteer computing, or other approaches;
- organizing hands-on workshops that promote the use of Citizen Cyberscience amongst scientists and practitioners in the developing world, in particular by stimulating regional initiatives;
- coordinating and providing technical guidance to multidisciplinary teams developing new Cyberscience applications, typically working on short-term projects lasting 3-6 months;
- creating pedagogical material for the general public, civil society organizations and schools, which complements Citizen Cyberscience projects by providing the scientific context of the projects in an accessible and pedagogical format.

2.3 The first year of the Project shall be considered as a pilot phase during which the Parties shall endeavour to:

- through a dialogue with potential users of Citizen Cyberscience, as well as existing providers of Grid and distributed computing resources, position the role of the Citizen Cyberscience Centre clearly with respect to other major information technology and development initiatives worldwide, and elaborate a position paper to this end,
- establish at least five partnerships with key research institutions in Europe, North America, Latin America, Africa and Asia to ensure a truly global scope to the Citizen Cyberscience Centre,

- raise external funding of about two million Swiss francs to support a small team, and organize a series of workshops, conferences and short-term development projects over a period of five years.

### **ARTICLE 3            CONTRIBUTIONS BY THE PARTIES**

3.1 To fulfil the objectives set out under Article 2 above the Parties shall make the following contributions:

- UNITAR, through its programme UNOSAT, shall host the Project during its pilot phase at its CERN offices and participate in its operational management and overall guidance. UNITAR shall also promote Citizen Cyberscience more widely within the United Nations agencies and member-states, for advisory, training and research on topics such as climate change and biodiversity.
- UNIGE shall provide server support for Citizen Cyberscience projects that develop out of this collaboration, where appropriate, as well as students and researchers to participate in the development of new projects.
- CERN shall provide technical advice for both the scientific and computing aspects of Citizen Cyberscience projects that develop out of this collaboration and address fundamental physics research needs, as well as facilitate collaboration for students from developing countries in such projects, through CERN's network of partner institutions in the developing world.

3.2 Contributions are subject to availability of resources and are made on a "best-efforts" and "as-is" basis and the Parties accept no liability and provide no warranty, express or implied, for the same.

#### ARTICLE 4 INTELLECTUAL PROPERTY

- 4.1 In this Agreement, Intellectual Property shall mean know-how and all other intellectual property protected by patents, copyrights and all similar rights, including applications for protection thereof.
- 4.2 Information disclosed by a Party to the other Party shall not create any right in respect of that information for the Party receiving the information other than to use it for the execution of its obligations under this Agreement.
- 4.3 Intellectual Property rights shall not be affected by this Agreement and each Party shall be free to grant licenses to its Intellectual Property to third Parties.
- 4.4 Each Party hereto will own all right, title and interest in, and to all Intellectual Property solely developed by such Party under this Agreement and such Party

shall be free to use such Intellectual Property as it sees fit and to file for statutory protection.

- 4.5 Intellectual Property jointly developed by two or several Parties under this Agreement shall be jointly owned by the Parties concerned who shall agree on filing for statutory protection and exploitation of such jointly owned Intellectual Property, it being understood that - except if agreed otherwise by the Parties - each of the Parties concerned shall be free to use such Intellectual Property as it sees fit without owing the other Party any compensation.

## **ARTICLE 5           CONFIDENTIALITY**

Except as expressly authorized by the Party concerned and subject to any obligations under this Agreement, each Party agrees to keep confidential any proprietary information, document or other material communicated to it by another Party as confidential, until or unless:

- it is required by law to disclose such information, document or other material;
- it has obtained such information, document or other material in a lawful manner from a third party without any obligation of confidentiality;
- it has developed such information, document or other material independently of confidential information, or
- such information, document or other material has become public knowledge other than as a result of a breach of this article 5.

## **ARTICLE 6           PUBLICATION AND PRESS RELEASES**

- 6.1 Except for confidential information as set out in article 5 and subject to article 6.2, each Party shall have the right to publish information relating to this Agreement or work carried out there under provided it has given prior notice of its intention to publish and the possibility to comment to the other Parties. Unless otherwise agreed in writing, the other Parties shall give their comments within five (5) working days from the date of notification for press releases and within one (1) month from the date of notification for all other publications. In any case,

all publications shall duly acknowledge authorship and the contribution of any other Party as the case may be.

- 6.2 None of the Parties shall use or make reference to the name or the logo of the other Parties without prior permission in writing by the latter and which the latter may give or withhold at their sole discretion. Any permission given shall in any event expire, without any notification being required, on the day following the termination of this Agreement or as soon as any of the conditions governing the permission is no longer met, whichever the earlier.

#### **ARTICLE 7 DURATION OF THE AGREEMENT**

- 7.1 This Agreement shall enter into force upon its signature. Unless terminated earlier in accordance with article 7.2, it shall be valid for one (1) year. It may be renewed by written amendment if the Parties jointly consider that the goals of the pilot phase have been successfully achieved.
- 7.2 Each Party may, without thereby incurring any liability, terminate this Agreement by giving the other Parties one (1) month written notice.
- 7.3 Notwithstanding termination of this Agreement, its provisions shall continue to bind the Parties in so far and for as long as may be necessary to give effect to their respective rights and obligations accrued prior to termination.

#### **ARTICLE 8 MONITORING AND CORRESPONDENCE**

- 8.1 Each Party shall nominate a representative to monitor the implementation of this Agreement and shall inform the other Parties forthwith in case of a change of representative.
- 8.2 All correspondence concerning this Agreement shall be sent to the authorized representatives indicated below and shall bear the reference:

"Agreement No. K 1640/IT"



**FOR UNITAR-UNOSAT:**

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**ARTICLE 9            LIABILITY**

9.1 With respect to information or materials supplied by a Party to another Party under this Agreement, the supplying Party shall be under no obligation or liability other than to promptly correct any errors it has been made aware of and no warranty or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for a particular purpose of such information or materials. The recipient Party shall be entirely responsible for its use of such information or materials and shall hold the other Parties free and harmless and indemnify them for any loss or damage with regard thereto.

- 9.2 Except in case of gross negligence or wilful damage, no Party shall be liable to the others for indirect or consequential loss or damage, including but not limited to loss of profit, revenue or contracts.
- 9.3 Each Party shall be solely liable for any loss, damage or injury to third Parties which may result from that Party's execution of its obligations under this Agreement or from entering into contracts with third parties and shall hold the other Parties free and harmless and indemnify them for any loss and damage with regard thereto.

#### **ARTICLE 10            GOVERNING LAW - ARBITRATION**

- 10.1 The provisions of this Agreement shall be interpreted in accordance with their true meaning and effect and independently of any national, local or other law.

Reference shall be made to Swiss substantive law where:

- a matter is not specifically covered by this Agreement; or
- a provision is ambiguous or unclear.

- 10.2 Disputes shall be resolved by amicable settlement or failing which by international arbitration to be held in Geneva, Switzerland, following procedures defined by the Parties and in accordance with the intergovernmental status of CERN and the represented United Nations agencies.

#### **ARTICLE 11            NON WAIVER OF PRIVILEGES/IMMUNITIES**

Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of UNOSAT, UNITAR, the United Nations or CERN.

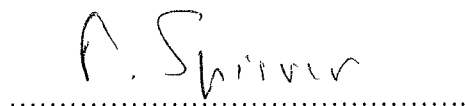
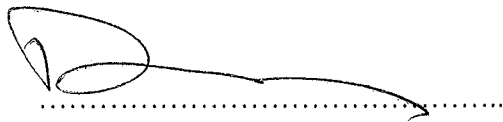
ARTICLE 12 AMENDMENTS

Any change to this Agreement shall require a written amendment, which shall enter into force upon signature by the authorized representative(s) of each Party.

Signed in Geneva, 02 July 2009

FOR UNITAR

FOR UNIVERSITY OF GENEVA  
(UNIGE)


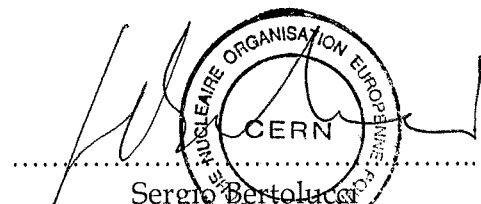


Charlotte Diez  
Special Assistant to the Executive Director  
on behalf of Carlos Lopes, Executive  
Director

Professor Pierre Spierer  
Vice-Rector for Research

CLEARED BY  
Francesco Pisano  
Manager, UNOSAT

FOR THE EUROPEAN ORGANIZATION  
FOR NUCLEAR RESEARCH (CERN)



Sergio Bertolucci  
Director for Research and Scientific  
Computing

