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LIST OF ACRONYMS AND ABBREVIATIONS

GANIL	Grand Accélérateur National d'Ions Lourds
IDEAAL	International DEvelopment of gAnil-spirAL2
WP2	Work Package 2 “ <i>International coordination and new partners</i> ”
T2.1	Task 2.1 “ <i>Enlargement of membership towards academics and involvement of institutional funders</i> ”
CODIR	COmité de DIRection (<i>Board of directors</i>)
CEA	Commissariat pour l’Energie Atomique et Energies Alternatives
CNRS	Centre National de la Recherche Scientifique
IN2P3	Institut National de Physique Nucléaire et de Physique des Particules

EXECUTIVE SUMMARY

This document presents part of the results from Task 2.1 “*Enlargement of membership towards academics and involvement of institutional funders*”, as part of Work Package 2 of the IDEAAL project “*International coordination and new partners*”, focusing on draft collaboration agreements negotiated with academic partners. There are three proposed means of going forward with negotiations: 1) agreement on scientific partnership via the establishment of general provisions; 2) a cooperation agreement granting the status of “Scientific Partner”; or 3) signing of a Memorandum of understanding followed by signing a legally binding bilateral agreement. The actual practical experiences led to the use of the two latter solutions to establish scientific partnerships.

INTRODUCTION

OBJECTIVES

The draft collaboration agreements negotiated with academic partners presented here are the result of the research activities carried out under T2.1, as part of WP2 of the IDEAAL project, which focuses on enlarging GANIL towards academic partners. In the Description of Work, T2.1 is entitled “*Enlargement of membership towards academics and involvement of institutional funders.*” A literature review, a benchmark of other international physics research infrastructures and interviews with legal experts contributed to the creation of these draft agreements.

RESULTS

As the purpose of WP2.T1 was to develop partnerships with academic/institutional entities, the main issue was to determine and establish a “partnership model” for all GANIL “scientific partners”. Partnership has been selected as the best solution of “*enlargement of [GANIL] membership*” taking into account the actual form and conditions around the GANIL legal structure.

A literature review, a benchmark of other international physics research infrastructures and interviews with legal experts contributed to the creation of these draft agreements.

The general provisions approved by CODIR in June 2019, define the general framework surrounding a “scientific partner” status. In theory, a simple agreement from another entity (academic or institutional) stating that it “agrees upon the general provisions” could be enough to grant it such status (Case 1).

But, considering the specificity of each partner, related to its resources, needs, aspirations, causes or prospective projects, the agreement may refer to those specificities (including “partnership fees” and specific “in-kind” contributions). In that case, a partnership upon a “specific agreement” could detail precisely all rights and duties of each party, adhering to the general provisions, but taking into account the specificity of the partner’s situation (Case 2).

Initial negotiations with a prospective partner brought out another type of agreement, which splits the establishment of the partnership into two steps: 1/ signature of a Memorandum of Understanding (MoU) indicating the aspiration of both GANIL and the prospective partner to enter into a scientific partnership, 2/ then, to sign a protocol, or a contract, based upon this MoU, which implements the partners’ rights and duties attached (Case 3).

During the IDEAAL project two cases have been experienced (Case 2 and Case 3):

- Case 2: a specific partnership agreement with the Czech Republic.
- Case 3: a Memorandum of Understanding on cooperation, expected to become a proper partnership following agreement upon an implementation protocol, with Poland.

The corresponding MoU with Poland was signed in April 2020 (see page 20) and the Partnership Agreement was approved by the Czech Ministry of Research is currently (September 2020) waiting for approval by French funding agencies CEA and CNRS.

The following documents are the templates of those two agreements as negotiated with Czech and Polish partners respectively, in line with the general provisions of the status of scientific partner.

GENERAL PROVISIONS FOR THE STATUS OF “SCIENTIFIC PARTNER” AT GANIL-SPIRAL2**PREAMBLE**

A « Scientific Partner of GANIL-SPIRAL2 » is a country (represented by a dedicated Institute/Establishment) which has interest to participate in the development and operation of the GANIL-SPIRAL2 facility. In these General Provisions for the status of “Scientific Partner of GANIL-SPIRAL2” conditions are laid out which will enable the concerned country via its dedicate entity to achieve this status and the rights and requirements connected with it. This status is made possible by article 9.3 of the GANIL GIE charter document¹:

« ... Le Groupement peut décider par voie de convention bilatérale, de collaborer avec des partenaires scientifiques non Membres du Groupement disposant de la personnalité juridique... »

« ... The GANIL GIE can decide through a bilateral agreement to collaborate with scientific partners having a legal status which are not members of the GIE... »

GENERAL PROVISIONS

- (1) The status of a “Scientific Partner” of GANIL-SPIRAL2 is attributed upon signing of a bilateral agreement with GANIL GIE
- (2) A “Scientific Partner” of GANIL-SPIRAL2 contributes at least the equivalent of 1% (one percent) of the operational budget (including personnel) of GANIL-SPIRAL2 in the year of the signature, in cash and/or in kind, with at least 50% (fifty percent) of the contribution being in cash. The 1% (or higher) contribution will be written in the contract as an extract figure.
- (3) A “Scientific Partner” of GANIL-SPIRAL2 can nominate a representative to be invited to participate in the CODIR (board of directors) meeting, without voting rights. Scientific Partners will not be invited to the General Assembly meetings.
- (4) A “Scientific Partner” of GANIL-SPIRAL2 can nominate a representative to participate in current committees or new ones to be created related to the future of the facility.
- (5) A “Scientific Partner” of GANIL-SPIRAL2 can nominate a representative to participate in the Scientific Council. Nominations of the participant are subject to approval by the CODIR.
- (6) A “Scientific Partner” of GANIL-SPIRAL2 may be reimbursed for travel and subsistence expenses of its scientists in order to carry out their experiments at GANIL-SPIRAL2, according to the rules in forces at GANIL-SPIRAL2, pending approval of the experiment by the GANIL-SPIRAL2 Program Advisory

¹ “Contrat constitutif GIE GANIL”. This charter document establishes two relevant bodies: The General Assembly, where Members of the GIE vote for the annual budget and to approve the accounts of the past financial year, and the *comité de direction* (Board of Directors), known as CODIR, where decisions on the general funding and running of GANIL are taken. CODIR also nominates the Director, the Deputy Director, the Secretary General and the Deputy Secretary General (if need be) of GANIL.

Committee (PAC). The number of days or reimbursement will depend on the level of contribution from the “Scientific Partner”. This reimbursement enters into effect after all other reimbursement schemes have been exhausted.

- (7) A ‘Scientific Partner’ of GANIL-SPIRAL2 may nominate scientists to participate in the visiting scientist program proposed by GANIL-SPIRAL2, according to the rules in force for the said program and depending upon the level of contribution from the “Scientific Partner”.
- (8) A Scientific Partner of GANIL-SPIRAL2 may nominate PhD. students to participate in the International Joint Graduate School program between GANIL-SPIRAL2 and the Country of the Scientific Partner, according to the rules in force for the said program.
- (9) A Scientific Partner of GANIL-SPIRAL2 shall abide by the GANIL-SPIRAL2 Data Policy in regards to the exchange of information and data and publications. Data Policy will be annexed to the Bilateral Agreement.
- (10) The status of Scientific Partnership of GANIL-SPIRAL2 is limited in time. It remains valid up to five (5) years after signature of both parties to the bilateral agreement. After this period, the status has to be renewed.
- (11) The status of “Transitional Scientific Partner” of GANIL-SPIRAL2 can be signed for up to three (3) years and is non-renewable. To pursue the collaboration a Scientific Partnership has defined above needs to be signed. A “Transitional Scientific Partner” has the same rights and obligation as a “Scientific Partner”.
- (12) If the new partner wishes to join as a “Scientific Partner of GANIL-SPIRAL2 or prolong this status, it shall address a formal request to the Director of GANIL-SPIRAL2, who forward it to the chair of CODIR and to the Members of the GANIL GIE.
 - a. The Director shall then negotiate the detailed conditions under which the new partner may join. The general provision (2) – (9) of the present document shall apply in any case.
 - b. The Director shall present to the CODIR a written draft agreement with the partner showing the detailed provisions.
 - c. After approval has been given by the CODIR, the Director will formalize the signing of the agreement.
- (13) The “*Règlement intérieur*” (internal regulations) of GANIL GIE will be modified to include the present provisions.

*SPECIFIC SCIENTIFIC PARTNERSHIP AGREEMENT TEMPLATE***SCIENTIFIC PARTNERSHIP AGREEMENT**

hereinafter referred to as “AGREEMENT”

BETWEEN

[**Partner legal full name**], [Partner location, city & country]

represented by [partner signatory/legal representant, name & function],

hereinafter referred to as “[Partner acronym]”

And

The **Grand Accélérateur National d’Ions Lourds (GANIL)**, Caen, France

represented by [GANIL signatory/legal representant, name & function],

hereinafter referred to as “GANIL-SPIRAL2”

hereinafter collectively referred to as the “Parties”

ESTABLISHING A SCIENTIFIC PARTNERSHIP OF [Partner country]

WITH GANIL-SPIRAL2 FOR A PERIOD OF [duration, up to 60 months] MONTHS

CONSIDERING,

- [Any bilateral agreement between GANIL-Spiral2 and partner aiming the conclusion of this present agreement, Date and location of signature];
- [Any scientific cooperation agreement between France and partner’s country, Date & location of signature];
- [Any bilateral cooperation agreement between CNRS and partner, Date and location of signature];

- [Any agreement creating IRP/LIA/LEA involving GANIL-Spiral2 and partner, Date and location of signature];
- [Any relevant agreement emphasizing the strong cooperation between France/CNRS/IN2P3/GANIL and partner/partner's country];
- the French decree n°2009-645 of June 9th, 2009 on the management by the French public institutions of the industrial property of the results from research conducted by French state-employees, which determines a French public mandatory responsibility for the protection and exploitation of said results;
- the renewal of the GANIL GIE Convention in 2015 for 30 years which allows GANIL to collaborate, by a bilateral agreement in accordance with Article 9.3, with scientific partners that are not members of GANIL-SPIRAL2 and have their own legal entity;
- the General Provisions for the Status of "Transitional Scientific Partner and Scientific Partner of GANIL-SPIRAL2";
- that GANIL was founded in Caen, France in 1976 as a national laboratory for fundamental research to investigate and consolidate knowledge about the atomic nucleus, and that GANIL-SPIRAL2 is recognized as an ESFRI roadmap landmark research facility for fundamental research using ion beams;
- the long-term collaboration between [Partner] and GANIL leading to the production of world-class science results;
- the strong involvement of [Partner nationality] groups in the construction of instrumentation (*specify here which contributions*) that will be periodically used at GANIL-SPIRAL2;
- the strong involvement of [Partner nationality] scientists in several EU projects related to GANIL-SPIRAL2, such as [*specify here which projects*]; and
- the fact that SPIRAL2 project is on the [Partner's country] Roadmap of the Scientific Infrastructures.

AIMING,

- to strengthen the participation of [Partner country] at GANIL-SPIRAL2;
- to carry out enhanced co-operation in areas of mutual interest; and
- to establish a scientific partnership of [Partner's country] with GANIL-SPIRAL2 and for its scientists to contribute to the programs and activities of GANIL-SPIRAL2.

THE PARTIES AGREE TO THE FOLLOWING:

ARTICLE 1. PURPOSE

- 1.1. The purpose of this Agreement is to establish a general framework for mutual cooperation and exchange of information between the Parties, with regard to scientific investigation, research and development, in accordance with their respective tasks and responsibilities
Such a cooperation shall include:

- a) [list here the cooperation field and specific partner interest and motivation]
 - b) [...]
 - c) [...]
- 1.2. The objectives of this Agreement may be achieved by the Parties through activities such as:
- Utilisation of the accelerator facilities at GANIL-SPIRAL2
 - Exchange of information regarding programs and projects, research results and publications;
 - The execution of joint analyses, evolution and development of software tools;
 - The coordination of research and development programs and projects and their execution based on shared effort;
 - Joint information and public relations activities;
 - Information on training of the personnel and educational programs.
 - [Non-exhaustive list, add any activities according to cooperation field detailed in 1.1]

ARTICLE 2. USE OF GANIL-SPIRAL2 FACILITIES

- 2.1. Users from [Partner country] will have the same right of access to beam time at GANIL-SPIRAL2 as users from a member country of GANIL-SPIRAL2. Scientists from research institutes in [Partner country] may submit experiment proposals either in their own right or in collaboration with scientists from other countries.
- 2.2. Beam time will be allocated by the GANIL-SPIRAL2 Director based on scientific merit judged by GANIL-SPIRAL2 Program Advisory Committee. Successful proposals will receive technical and other support consistent with that given to proposals from a Member country of GANIL-SPIRAL2.
- 2.3. Scientists from [Partner country], whose proposals are successful, will be reimbursed for their travel and subsistence expenses, according to the rules in force at GANIL-SPIRAL2 up to 200 days annually at GANIL, in order to carry out all activities related to experiments at GANIL-SPIRAL2.
- 2.4. Scientists having permanent employment in the [Partner country] may be nominated to participate in the visiting scientist program proposed by GANIL-SPIRAL2, according to the rules in force for the said program.
- 2.5. A jointly funded and conducted PhD program will be created.
- 2.6. [Partner] on behalf of [Partner country] will nominate one representative to be invited to participate in the CODIR (Comité de Direction – board of directors) meetings, as an observer without voting rights.
- 2.7. [Partner] on behalf of [Partner country] will jointly propose with the GANIL directorate a member of the GANIL Scientific Council subject to approval by the CODIR.
- 2.8. [Partner] on behalf of [Partner country] will be represented in relevant committees discussing major upgrades of GANIL-SPIRAL2, including a possible major future project.

ARTICLE 3. FINANCIAL REGULATIONS

- 3.1. Contribution:

As a Scientific Partner, [Partner], will pay an annual contribution of [amount negotiated, minimum of 350k²] Euros exclusive of taxes. This contribution can be composed of a combination of cash and in-kind contributions, where at least fifty percent of the contribution is provided in cash. The in-kind contributions must concern equipment permanently located at GANIL-SPIRAL2, and agreed upon between GANIL and [Partner] as listed in Annex 1. The sharing between cash and in-kind is to be agreed on each year between the Parties' directors.

3.2. Payment:

The cash contribution payments will be called up by GANIL-SPIRAL2 and shall be received on its account by [starting month decided through negotiation] each year. In-kind contributions shall be accounted for at the time of transfer of legal ownership to GANIL. The cash value of the in-kind contribution shall be agreed in advance or retroactively as laid out in Annex 1. At the end of the period of this Scientific Partnership Agreement, viz. at [duration] months, outstanding in-kind contributions shall be assessed and accounted for as laid out in Annex 1.

ARTICLE 4. EXCHANGE OF INFORMATION AND DATA

- 4.1. Parties shall inform each other of activities relevant to cooperation on the subjects referred to in Article 1 of this Agreement, subject to the rules and procedures of each Party. Relevant documentation shall be communicated to the other Party, to the extent possible, and each Party shall be entitled to submit contributions and participate in discussions.
- 4.2. Each Party shall provide the other Party with all information necessary for the co-operation and the implementation of the activities agreed under this Agreement, subject to its own rules and procedures on exchange of information.
- 4.3. The disclosing Party may decide that disclosure to any person permitted under this Agreement shall be subject to confidentiality. Disclosure shall be limited to what is necessary for the purposes of the Agreement.
- 4.4. The receiving Party shall use the information and data within the limits provided for by the disclosing Party.
- 4.5. Unless otherwise provided in the implementing arrangement, confidentiality obligations shall continue to be in force following expiration or termination of this Agreement.

ARTICLE 5. EXPORT CONTROL

All activities under this Agreement will be conducted in compliance with applicable export control and economic sanction laws and regulations. Each Party shall not knowingly transfer any export-controlled item, data, or services, including the transfer to persons employed by, associated with, or under contract to the Party or the Party's Subcontractors, without the authority of an export license, agreement, or applicable exemption or exception. To the extent that information disclosed is export controlled the Parties agree to comply with all regulations regarding its use, disclosure, export, and transfer.

² Amount calculated according to past financing report and simulation estimating an average operating cost of 3,5M euros.

ARTICLE 6. EXCHANGE OF PERSONEL AND EQUIPMENT

- 6.1. Under this Agreement an exchange of relevant personnel may be undertaken to pursue the cooperative activities referred to in Article 1. Subject, and without prejudice, to the rules and regulations governing such personnel's presence at the host Party, including in particular the rules of conduct and safety, such personnel shall remain under the authority of the employing Party and shall accomplish work as defined by the Parties in the implementing arrangements.
- 6.2. The exchange of personnel does not change their administrative status towards their employer, including but not limited to the latter's obligations concerning the provision of health and social insurance. Each Party shall not be held liable for any act related to the personnel referred to in this Article.
- 6.3. Any equipment or any other item contributed by a Party under this Agreement shall conform to the rules and procedures in force at the host Party where it will be installed and operated.
- 6.4. French Law is applicable except when superseded by provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

ARTICLE 7. INTELLECTUAL PROPERTY

- 7.1. The production of intellectual property by one of the parties, under this Agreement, does not provide any proprietary rights to the other Party.
- 7.2. Title in intellectual property developed by a Party in the execution of this Agreement shall be vested in that Party, who shall grant the other Party a free, non-exclusive license for the use of such intellectual property in the execution of its scientific programme.
- 7.3. When intellectual property is developed jointly by the Parties, they shall grant each other a free, non-exclusive license for the use of such intellectual property in the execution of their scientific programmes.
- 7.4. The providing Party provides no warranty with respect to intellectual property made available by it under this Agreement, and the receiving Party shall hold the providing party (including, as the case may be, its partners and contractors) free and harmless from any liability arising from its use.
- 7.5. It is agreed that the use of intellectual property for commercial purposes by the receiving party is subject to prior written agreement by the providing Party.

ARTICLE 8. PUBLICATION

Always subject to the above obligation on confidentiality and intellectual property:

- 8.1. The Parties, except for activities covered by Article 7.3 above, shall strive to jointly publish the results of their co-operation as publications open to the general public.
- 8.2. Publications shall acknowledge the collaboration between the Parties, including, whenever appropriate, the experts having contributed to the results covered by the publication.

ARTICLE 9. LIABILITY

- 9.1. Each Party shall bear its own loss and damage in connection with this Agreement and not make claims on the other Party, including with respect to injury, death or damage with respect to its personnel or its contractors and their personnel, except as provided in Articles 6.2, 7.4 and 9.2. It is understood that the foregoing is without prejudice to the settlement of any claims submitted by one Party's personnel, contractors or their personnel to the other Party on the basis of acts or omissions by the latter.
- 9.2. The responsible Party shall indemnify the host Party for its loss and damage resulting from gross negligence or wilful misconduct, or a violation of the rules of conduct and safety in force at the host Party. The responsible Party shall not be liable for any consequential loss or damage, such as loss of income or of availability of data or equipment.
- 9.3. French law is applicable except for CISG provisions.

ARTICLE 10. LIAISON AND PUBLIC RELATIONS

- 10.1. The Parties shall designate contact persons for the areas of cooperation mentioned in Article 1 to this Agreement.
- 10.2. The contact persons shall in particular coordinate actions relating to the implementation of this Agreement and take measures to facilitate further development of cooperative activities. Such contact persons shall be the ordinary channels for the Parties' communication of proposals for cooperation.
- 10.3. This Agreement is signed in duplicate in English. All correspondence and other communication between the Parties shall be in English.
- 10.4. Each Party may undertake to co-ordinate with the other in advance concerning its own or joint public relations activities related to the subjects covered by this Agreement.
- 10.5. In all relevant public relations, the role of each Party should be clearly identified and mentioned.

ARTICLE 11. ARBITRATION

The Parties will try to settle amicably any disputes that may arise. If this is not successful, they will jointly appoint an arbitrator whose decision will be binding for both parties.

ARTICLE 12. AMENDMENTS

This Agreement may be modified by mutual consent. The Party wishing to amend a provision of this Agreement shall notify the other Party in writing. Any amendment shall enter into force when each Party

has notified the other in writing of its acceptance of the said amendment in accordance with its own procedure.

ARTICLE 13. ENTRY INTO FORCE AND DURATION

- 13.1. This Agreement is a binding bilateral agreement and shall come into force on the day on which it is signed by the Parties. It shall remain in force for [duration] (duration figures) months and can be renewed by mutual agreement.
- 13.2. Notwithstanding Article 13.1, either Party may terminate this Agreement at any time by giving six months' notice in writing to the other Party, and the Parties may terminate this Agreement jointly at any time.
- 13.3. Except as agreed in writing by the Parties, obligations under this Agreement shall continue to be in force after the expiration or termination of this Agreement, to the extent necessary to secure the implementation still effective on the date upon which this Agreement ceases to have effect.

[Date of Signature]

For GANIL-SPIRAL2

[Function]

[Title & Name]

For [Partner's Name]

[Function]

[Title & Name]

*TEMPLATE OF MEMORANDUM OF UNDERSTANDING FOR THE PURPOSE OF FUTURE PARTNERSHIP***MEMORANDUM OF UNDERSTANDING****BETWEEN**

[Partner legal full name], [Partner location, city & country]

represented by [partner signatory/legal representant, name & function],

hereinafter referred to as “[Partner acronym]”

And

The **Grand Accélérateur National d’Ions Lourds (GANIL)**, Caen, France

represented by [GANIL signatory/legal representant, name & function],

hereinafter referred to as “GANIL-SPIRAL2”

hereinafter collectively referred to as the “Parties”

**TOWARDS THE SCIENTIFIC PARTNERSHIP OF [COUNTRY] AT GANIL-SPIRAL2
FOR A PERIOD OF [DURATION] MONTHS**

CONSIDERING,

- [Any bilateral agreement between GANIL-Spiral2 and partner aiming the conclusion of this present agreement, Date and location of signature];
- [Any scientific cooperation agreement between France and partner’s country, Date & location of signature];
- [Any bilateral cooperation agreement between CNRS and partner, Date and location of signature];
- [Any agreement creating IRP/LIA/LEA involving GANIL-Spiral2 and partner, Date and location of signature];
- [Any relevant agreement emphasizing the strong cooperation between France/CNRS/IN2P3/GANIL and partner/partner’s country];
- the French decree n°2009-645 of June 9th, 2009 on the management by the French public institutions of the industrial property of the results from research conducted by French state-employees, which determines a French public mandatory responsibility for the protection and exploitation of said results;

- the renewal of the GANIL GIE Convention in 2015 for 30 years which allows GANIL to collaborate, by a bilateral agreement in accordance with Article 9.3, with scientific partners that are not members of GANIL-SPIRAL2 and have their own legal entity;
- the General Provisions for the Status of “Transitional Scientific Partner and Scientific Partner of GANIL-SPIRAL2”;
- that GANIL was founded in Caen, France in 1976 as a national laboratory for fundamental research to investigate and consolidate knowledge about the atomic nucleus, and that GANIL-SPIRAL2 is recognized as an ESFRI roadmap landmark research facility for fundamental research using ion beams;
- the long-term collaboration between [Partner] and GANIL leading to the production of world-class science results;
- the strong involvement of [Partner nationality] groups in the construction of instrumentation (*specify here which contributions*) that will be periodically used at GANIL-SPIRAL2;
- the strong involvement of [Partner nationality] scientists in several EU projects related to GANIL-SPIRAL2, such as [*specify here which projects*]; and
- the fact that SPIRAL2 project is on the [Partner’s country] Roadmap of the Scientific Infrastructures.

AIMING,

- to strengthen the participation of [Country] at GANIL-SPIRAL2;
- to carry out enhanced co-operation in areas of mutual interest; and
- to establish, conditions for a scientific partnership of [Country] and for its scientists to contribute to the programs and activities of GANIL-SPIRAL2.

TAKING INTO ACCOUNT,

- the French law which stipulates that a GIE may sign Memorandums; and
- Article 9.3 of the GANIL GIE charter providing that GANIL-SPIRAL2 may co-operate with other organizations, that have their own legal entity through bilateral agreements;

THE PARTIES AGREE TO THE FOLLOWING:

1) – Use of GANIL

Upon the implementation of the scientific partnership between the Parties:

- 1.1 Users from [Country] will have the same right of access to beam time at GANIL-SPIRAL2 as users from a member country of GANIL-SPIRAL2. Scientists from research institutes in [Country] may therefore, upon accession of [Country] as scientific partner of GANIL, submit experiment proposals either in their own right or in collaboration with scientists from other countries.
- 1.2 Beam time will be allocated by the GANIL-SPIRAL2 Director based on scientific merit judged by GANIL-SPIRAL2 Program Advisory Committee. Successful proposals will receive technical and other support consistent with that given to proposals from a Member country of GANIL-SPIRAL2.

- 1.3 Scientists from [Country], whose proposals are successful, will be reimbursed for their travel and subsistence expenses, according to the rules in force at GANIL-SPIRAL2 up to 200 days annually at GANIL, in order to carry out all activities related to experiments at GANIL-SPIRAL2.
- 1.4 Scientists having permanent employment in [Country] may be nominated to participate in the visiting scientist program proposed by GANIL-SPIRAL2, according to the rules in force for the said program.
- 1.5 A jointly funded and conducted PhD program will be created
- 1.6 [Country] will nominate one representative to be invited to participate in the CODIR (Comité de Direction – board of directors) meetings, as an observer without voting rights.
- 1.7 [Country] will jointly propose with the GANIL directorate a member of the GANIL Scientific Council subject to approval by the CODIR.
- 1.8 [Country] will be represented in relevant committees discussing major upgrades of GANIL-SPIRAL2, including a possible major second phase of SPIRAL2.

2) – Financial regulations

Upon the implementation of the scientific partnership between the Parties:

- 2.1 Contribution:
As a Scientific Partner, the [Partner's nationality] Partner, will pay an annual contribution of 350 000 Euros exclusive of taxes, under the condition that the funds will be granted by [Partner's ministry/Funding entity]. This contribution can be composed of a combination of cash and in-kind contributions, where at least fifty percent of the contribution is provided in cash. The in-kind contributions must concern equipment permanently stationed at GANIL-SPIRAL2 and agreed upon between GANIL and [Partner]. The sharing between cash and in-kind is to be agreed on each year between the [Partner] and GANIL directorates.
- 2.2 Payment:
The payments will be called up by GANIL-SPIRAL2 and shall be received on GANIL's account by [chosen/negotiated date] each year.

3) – Intellectual Property

- 3.1 The production of intellectual property by one of the parties, under this Memorandum does not provide any proprietary right for the other Party.
- 3.2 When intellectual property is developed jointly by the Parties, they shall grant each other a free, non-exclusive license for the use of such intellectual property in the execution of their scientific programmes.

4) – Language

- 4.1 This Memorandum is signed in duplicate in English. All correspondence and other communication between the Parties shall be in English.

5) – Arbitration

- 5.1 The Parties will try to settle amicably any disputes that may arise. If this is not successful, they will jointly appoint an arbitrator whose decision will be binding for both parties.

6) – Implementation and duration

- 6.1 This Memorandum shall come into force on the day on which it is signed by the Parties.
- 6.2 This Memorandum will be valid during the preparatory phase towards the signing of the bilateral agreement for [Partner] to become a Scientific Partner lasting maximum one year which can be renewed by mutual agreement.

7) – Future actions

- 7.1 [Partner] will address an official request to its national representative, proposing its Scientific Partnership with GANIL-SPIRAL2;
- 7.2 This present Memorandum will then be modified to reflect the Ministerial approval on the [Partner's nationality] side and the relevant authorities on the French side.
- 7.3 Following this, a binding bilateral agreement will be signed between the parties and [Partner's country] will become a Scientific Partner of GANIL-SPIRAL2.

[Place and Date of Signature]

For GANIL-SPIRAL2
Director of GANIL
Dr. Navin Alahari

For [Partner]
[Function]
[Title(s), first name, name]

*SIGNED MEMORANDUM OF UNDERSTANDING WITH POLAND***MEMORANDUM OF UNDERSTANDING****BETWEEN**

The "COPIN" Consortium represented by the **Henryk Niewodniczański Institute of Nuclear Physics, Polish Academy of Sciences, Krakow (IFJ PAN)**

Poland represented by its Director of Nuclear Physics, Marek JEŻABEK, and by the COPIN Chairman, Adam MAJ

hereinafter referred to as "COPIN"

And

The **Grand Accélérateur National d'Ions Lourds (GANIL)**, Caen, France
represented by its Director, Navin ALAHARI,

hereinafter referred to as "GANIL-SPIRAL2"

hereinafter collectively referred to as the "Parties"

**TOWARDS THE SCIENTIFIC PARTNERSHIP OF POLAND AT GANIL-SPIRAL2
FOR A PERIOD OF 60 MONTHS****CONSIDERING,**

- The Scientific cooperation agreement in the field of nuclear physics and high energy physics between CNRS/IN2P3 and IFJ PAN, signed on September 15th, 2006, establishing the consortium COPIN which represents the Polish research centres involved in this agreement;
- The Scientific and Technologic cooperation agreement between French Republic Government and Polish Republic Government, signed in Warsaw on May 28th, 2008;
- The Scientific cooperation agreement between CNRS and PAN signed on January 16th, 2012;
- The collaboration agreement creating the "Laboratoire Européen Associé", signed on December 18th 2008, renewed for four years on November 29th, 2012 and renewed for four years on September 29th 2017;
- The French decree n°2009-645 of June 9, 2009 on the management by the French public institutions of the industrial property of the results from research conducted by French state-employees, which determines a French public mandatory responsibility for the protection and exploitation of said results;
- The renewal of the GANIL GIE convention in 2015 for 30 years which allows GANIL to decide, by a bilateral agreement in accordance with Article 9.3, to collaborate with scientific partners that are not members of GANIL-SPIRAL2 and have their own legal entity;
- GANIL was founded in Caen, France in 1976 as a national institute for fundamental research to investigate and consolidate knowledge about the atomic nucleus, and GANIL-SPIRAL2 is recognized as an ESFRI roadmap landmark research facility for fundamental research using ion beams;

- the long-term collaboration between IFJ PAN and other Polish nuclear physics institutions from the consortium COPIN and GANIL in enabling the international science community to produce world-class science results;
- the strong involvement of Polish groups in the construction of instrumentation (PARIS, AGATA, NEDA, FAZIA) that will be periodically used at GANIL-SPIRAL2;
- the strong involvement of Polish scientists in several EU projects related to GANIL-SPIRAL2, such as SPIRAL2PP and IDEAAAL; and
- the fact that SPIRAL2 project is on the Polish Roadmap of the Scientific Infrastructures.

AIMING,

- to strengthen the participation of Poland at GANIL-SPIRAL2;
- to carry out enhanced co-operation in areas of mutual interest; and
- to establish, conditions for a scientific partnership of Poland and for its scientists to contribute to the programs and activities of GANIL-SPIRAL2.

TAKING INTO ACCOUNT,

- the French law which stipulates that a GIE may sign Memorandums; and
- Article 9.3 of the GANIL GIE charter providing that GANIL-SPIRAL2 may co-operate with other organizations, that have their own legal entity through bilateral agreements;

THE PARTIES AGREE TO THE FOLLOWING:

1) – Use of GANIL

Upon the implementation of the scientific partnership between the Parties:

1.1 Users from Poland will have the same right of access to beam time at GANIL-SPIRAL2 as users from a member country of GANIL-SPIRAL2. Scientists from research institutes in Poland may therefore, upon accession of Poland as scientific partner of GANIL, submit experiment proposals either in their own right or in collaboration with scientists from other countries.

1.2 Beam time will be allocated by the GANIL-SPIRAL2 Director based on scientific merit judged by GANIL-SPIRAL2 Program Advisory Committee. Successful proposals will receive technical and other support consistent with that given to proposals from a Member country of GANIL-SPIRAL2.

1.3 Scientists from Poland, whose proposals are successful, will be reimbursed for their travel and subsistence expenses, according to the rules in force at GANIL-SPIRAL2 up to 200 days annually at GANIL, in order to carry out all activities related to experiments at GANIL-SPIRAL2.

1.4 Scientists having permanent employment in Poland may be nominated to participate in the visiting scientist program proposed by GANIL-SPIRAL2, according to the rules in force for the said program.

1.5 A jointly funded and conducted PhD program will be created

1.6 Poland will nominate one representative to be invited to participate in the CODIR (Comité de Direction – board of directors) meetings, as an observer without voting rights.

1.7 Poland will jointly propose with the GANIL directorate a member of the GANIL Scientific Council subject to approval by the CODIR.

1.8 Poland will be represented in relevant committees discussing major upgrades of GANIL-SPIRAL2, including a possible major second phase of SPIRAL2.

2) – Financial regulations

Upon the implementation of the scientific partnership between the Parties:

2.1 Contribution

As a Scientific Partner, the Polish Partner, will pay an annual contribution of 350 000 Euros exclusive of taxes, under the condition that the funds will be granted by the Polish Ministry for Science and Education. This contribution can be composed of a combination of cash and in-kind contributions, where at least fifty percent of the contribution is provided in cash. The in-kind contributions must concern equipment permanently stationed at GANIL-SPIRAL2 and agreed upon between GANIL and COPIN. The sharing between cash and in-kind is to be agreed on each year between the COPIN and GANIL directorates.

2.2 Payment

The payments will be called up by GANIL-SPIRAL2 and shall be received on GANIL's account by 1st of July each year.

3) – Intellectual Property

3.1 The production of intellectual property by one of the parties, under this Memorandum does not provide any proprietary right for the other Party.

3.2 When intellectual property is developed jointly by the Parties, they shall grant each other a free, non-exclusive license for the use of such intellectual property in the execution of their scientific programmes.

4) – Language

4.1 This Memorandum is signed in duplicate in English. All correspondence and other communication between the Parties shall be in English.

5) – Arbitration

5.1 The Parties will try to settle amicably any disputes that may arise. If this is not successful, they will jointly appoint an arbitrator whose decision will be binding for both parties.

6) – Implementation and duration

6.1 This Memorandum shall come into force on the day on which it is signed by the Parties.

6.2 This Memorandum will be valid during the preparatory phase towards the signing of the bilateral agreement for Poland to become a Scientific Partner lasting maximum one year which can be renewed by mutual agreement.

7) – Future actions

7.1 IFJ PAN will address an official request to its national representative, proposing its Scientific Partnership with GANIL-SPIRAL2;

7.2 This present Memorandum will then be modified to reflect the Ministerial approval on the Polish side and the relevant authorities on the French side.

7.3 Following this, a binding bilateral agreement will be signed between the parties and Poland will become a Scientific Partner of GANIL-SPIRAL2.

Kraków, April 2nd, 2020

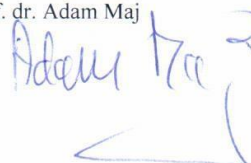
For GANIL-SPIRAL2
Director of GANIL
Dr. Navin Alahari



For IFJ PAN
Director General of IFJ PAN
Prof. dr. Marek Jezabek



For consortium COPIN
COPIN Chairman
Prof. dr. Adam Maj



CONCLUSION

This document showcases the different approaches, taken within the framework of the IDEAAL project, to negotiate with academic partners and formalize partnerships via bilateral collaboration agreements.