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INFRASTRUCTURES



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International Development of gAnil-spirAL2
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D3.6 Complete mobility agreement ready for signature

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Disclaimer

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LIST OF ACRONYMS AND ABBREVIATIONS

GANIL	Grand Accélérateur National d'Ions Lourds, i.e. Large National Heavy Ion Accelerator

*EXECUTIVE SUMMARY**INTRODUCTION*

One of the most important aspects of research infrastructure is the management of human resources. Research infrastructures rely upon highly qualified personnel, continuously improving their knowledge and know-how. During the IDEAAL project, in collaboration with GANIL partners, draft of mobility agreements was created in order to develop short and long-term staff exchanges and mutual training.

SECTION 1 MOBILITY DRAFT AGREEMENT BETWEEN GANIL AND ITS PARTNER SIGNATORY OF A BILATERAL AGREEMENT – ENGINEER AND TECHNICIAN:

Mobility agreement between
GANIL and its partner signatory of a bilateral agreement
Engineer and technician

Having regard to the applicable reference regulations,

Having regard to the bilateral partnership agreement “name” dated “date”

Between, as one party,

GRAND ACCELERATEUR NATIONAL D’IONS LOURDS (GANIL – Large National Heavy Ion Accelerator) - Caen, France

referred to as the host laboratory.

And as the other party,

”INSTITUTE NAME - Town, Country”

referred to as the laboratory of origin

Together referred to as “the partners”

CLAUSE 1 - PURPOSE OF THE PRESENT AGREEMENT AND DURATION

The present agreement defines the terms and conditions of managing and funding GANIL's hosting of the partner's personnel during international scientific collaboration missions.

The missions must be based on a common project between GANIL and the partner included in a bilateral collaboration agreement.

This mobility agreement is valid throughout the duration of the above-mentioned bilateral agreement.

CLAUSE 2 - DEFINITIONS

"Laboratory of origin" is the institute to which the beneficiaries are attached.

"Host laboratory" is GANIL which hosts the beneficiaries.

CLAUSE 3 - BENEFICIARY OF THE AGREEMENT

"Beneficiary" is considered to be any "Researcher, Engineer and Technician" working on a collaborative mission for the laboratory of origin at GANIL.

Beneficiaries of the present agreement shall remain dependent on their employer who shall remunerate them for the entire time they are working at the host laboratory. Beneficiaries shall have an insurance coverage for healthcare costs.

The laboratory of origin shall guarantee compliance with all procedures and rules regarding the beneficiary's entry and period of residence in the host territory.

CLAUSE 4 - APPLICABLE PROCEDURES

Whatever the length of the stay, the beneficiary shall provide GANIL with the following:

- authorisation to stay in France or a valid identity document;
- contact details for his/her research unit: manager's name, title, address and phone numbers;
- reason for the stay and an accurate description of his/her activity;
- start and end dates of the stay;
- a contract of employment or certification from the employer;
- a certificate of civil liability insurance;
- social security or social cover certification or a European Health Insurance Card;
- medical fitness certificate;
- personal address;
- emergency contact number.

A letter of invitation will be issued by GANIL. It shall mention the dates of the stay, the purpose, the terms and conditions of transport and accommodation and any other provisions. It will be signed by GANIL, the beneficiary and his/her institute of origin.

The laboratory of origin guarantees compliance with the applicable regulations in its country of origin.

CLAUSE 5 - STEERING OF THE MOBILITY

A mobility steering committee will meet twice a year. It shall comprise representatives of GANIL and of the laboratory of origin. Representatives will be designated by the management of each institute.

GANIL and the partner laboratory shall draw up an annual mobility plan for their personnel for a year N.

This plan will include:

- the number of beneficiaries;
- the purpose of the missions which must involve research work, or the planning, preparation, monitoring, operation, development, maintenance, and coordination of research activity, participation in meetings in the framework of international cooperation, meetings of the organising committees for coordinating bilateral agreements and any other missions, requested and approved by GANIL;
- the duration of the stays;
- the estimated costs of the missions detailing the costs of transport, board and lodging.

This mobility plan will be approved by the partners. The annual mobility plan will be attached to the present agreement and signed by GANIL and its partner.

A mid-year report will be produced to establish a baseline for the mobilities that have taken place and those to come. The partners may, at that time, re-evaluate their mobility plan for 01/06/N.

An annual mobility report will be drawn up by the steering committee and communicated to the partner.

CLAUSE 6 - DURATION OF THE MISSIONS AND REIMBURSEMENT OF EXPENSES

The duration of the missions will not exceed 12 months. The mission may be renewed up to a maximum duration of 24 months.

As the host laboratory, GANIL shall reimburse the cost of board, lodging and transport on the French territory. Applicable rules in term of transport is in annex to this document. External

transport will be managed by the laboratory of origin and the corresponding cost will be part of the in-kind contribution of the partner.

Financial regulations

Short-term mission: less than one month

- Accommodation: 72€ per day (on presentation of proof)
- Meal: 30,5 € per day during working days, and 40€ per day during weekend on place (without presentation of a proof)
- Transport:
A round trip, “to and from” per week: internal transport (on presentation of a proof)

Long-term mission : from one month onwards

- Accommodation: up to 530€ per month (on presentation of proof) with for the first month, the agency fees
- Meal: 30,5 € per day during working days, and 40€ per day during weekend on place (without presentation of a proof)
- Transport:
A round trip, “to and from” per week: internal transport (on presentation of a proof)

FUNDING ARRANGEMENTS:

At the end of the stay, the beneficiary shall collect all proofs of expenses incurred in order to request reimbursement. The proofs must be original invoices, for valid expenses incurred. Beneficiaries may request repayment of certain additional expenses upon presentation of proof: toll charges and parking fees.

The beneficiary shall send his/her full file to GANIL's missions service which will draw up a statement of expenses according to the claim sheet filled in and signed by the beneficiary.

In case of a long-term mission, request of repayment can be done at the end of each month.

An advance payment can be requested at the beginning of the mission. This advance payment is limited to 80% of the costs to be reimbursed. In case of a long-term mission, the advance payment is calculated on the base of one-month costs

CLAUSE 7 - RESPONSIBILITIES

Beneficiaries are subject to GANIL regulations and health and safety rules.

GANIL shall provide the beneficiary with the resources required to fulfil his/her mission: scientific and technical equipment, office, administrative support, etc.

CLAUSE 8 - INTELLECTUAL PROPERTY

The provisions in the bilateral scientific partnership agreement between the laboratory of origin and GANIL on intellectual property apply in the context of this mobility agreement.

CLAUSE 9 - DISPUTES

Any dispute between the parties arising out of this agreement, including the issue of its validity shall be settled amicably. Otherwise the dispute will be submitted, at the request of one of the parties, to arbitration

CLAUSE 10 - GOVERNING LAW

The present agreement is governed by French law.

Signed in two (2) counterparts,

For GANIL

For

Caen, DD/MM/YY

, DD/MM/YY

Annex - Transport

1. PUBLIC TRANSPORT

Preference will be given to public transport by rail or air.

- Rail transport

Second class tickets for all beneficiaries whatever their category. Exceptionally, first class tickets may be used if there are advantageous commercial offers.

- Air travel

Air travel is authorised on scheduled flights with companies licensed for public passenger transport. All beneficiaries shall travel “economy” class. First class and business class are excluded. Preference must be given to low cost fares. Reservations for certain destinations made well in advance may benefit from lower rates than the train.

2. HIRED VEHICLE OR OWN VEHICLE

The use of a hired vehicle may also be authorised if the beneficiary has to travel with bulky equipment.

Hired vehicles may only be economy class vehicles (the category may vary according to the number of people carried or the distance travelled).

If an own vehicle is used, the beneficiary is responsible for insuring it with specific guarantees. GANIL cannot be held liable if an accident occurs during a mission. Any damage resulting from an accident with an own vehicle shall remain the beneficiary's responsibility (repair, excess and any penalties (malus)). Before departing on an assignment, the beneficiary shall provide GANIL with a certificate of insurance to prove compliance with all these conditions and a copy of his/her driving licence and car registration document. Travel in own vehicles will be reimbursed on the basis of the same trip by train, travelling 2nd class.

*SECTION 2 MOBILITY DRAFT AGREEMENT BETWEEN GANIL AND ITS PARTNER SIGNATORY OF A
BILATERAL AGREEMENT – VISITING SCIENTIST PROGRAM*

Mobility agreement between
GANIL and its partner signatory of a bilateral agreement
“Visiting scientist program”

Having regard to the applicable reference regulations,

Having regard to the bilateral partnership agreement “name” dated “date”

Between, as one party,

GRAND ACCELERATEUR NATIONAL D’IONS LOURDS (GANIL – Large National Heavy Ion Accelerator) - Caen, France

referred to as the host laboratory.

And as the other party,

”INSTITUTE NAME - Town, Country”

referred to as the laboratory of origin

Together referred to as “the partners”

CLAUSE 1 - PURPOSE OF THE PRESENT AGREEMENT AND DURATION

The present agreement defines the terms and conditions of managing and funding GANIL’s hosting of the partner’s personnel during international scientific collaboration missions.

The missions must be based on a common project between GANIL and the partner.

This mobility agreement is valid throughout the duration of the above-mentioned bilateral agreement.

CLAUSE 2 - DEFINITIONS

“Laboratory of origin” is the institute to which the beneficiaries are attached.

“Host laboratory” is GANIL which hosts the beneficiaries.

CLAUSE 3 - BENEFICIARY OF THE AGREEMENT

“Beneficiary” is considered to be any “scientific and technical expert” working on a collaborative mission for the laboratory of origin at GANIL.

Beneficiaries of the present agreement shall remain dependent on their employer who shall remunerate them for the entire time they are working at the host laboratory. Beneficiaries shall have an insurance coverage for healthcare costs.

The laboratory of origin shall guarantee compliance with all procedures and rules regarding the scientist's entry and period of residence in the host territory. The host laboratory shall ensure the laboratory of origin complies with these rules and procedures.

CLAUSE 4 - APPLICABLE PROCEDURES

Whatever the length of the stay, the beneficiary shall provide GANIL with the following:

- authorisation to stay in France or a valid identity document;
- contact details for his/her research unit: manager's name, title, address and phone numbers;
- reason for the stay and an accurate description of his/her activity;
- start and end dates of the stay;
- a contract of employment or certification from the employer;
- a certificate of civil liability insurance;
- social security or social cover certification or a European Health Insurance Card;
- medical fitness certificate;
- personal address;
- emergency contact number.

A letter of engagement will be issued by GANIL. It shall mention the dates of the stay, the purpose, the terms and conditions of transport and accommodation and any other provisions. It will be signed by GANIL, the beneficiary and his/her institute of origin.

The laboratory of origin guarantees compliance with the applicable regulations in its country of origin.

CLAUSE 5 - STEERING OF THE MOBILITY

A mobility steering committee will meet twice a year. It shall comprise representatives of GANIL and all the scientific partners. Representatives will be designated by the management of each institute.

The steering committee will advise GANIL management on candidate selection. Candidates will be selected by simple majority. The final decision is the responsibility of GANIL management.

GANIL and the partner laboratory shall draw up an annual mobility plan for their personnel for a year N.

This plan will include:

- the number of beneficiaries;
- the purpose of the missions which must involve research work, or the planning, preparation, monitoring, operation, development, maintenance, and coordination of research activity, participation in meetings in the framework of international cooperation, meetings of the organising committees for coordinating bilateral agreements and any other missions, requested and approved by GANIL;
- the duration of the stays;
- the estimated costs of the missions detailing the costs of transport, board and lodging.

This mobility plan will be approved by the partners. The annual mobility plan will be attached to the present agreement and signed by GANIL and its partner.

A mid-year report will be produced to establish a baseline for the mobilities that have taken place and those to come. The partners may, at that time, re-evaluate their mobility plan for 01/06/N.

An annual mobility report will be drawn up by the steering committee and communicated to the partner.

CLAUSE 6 - DURATION OF THE MISSIONS AND REIMBURSEMENT OF EXPENSES

The duration of the missions in the hosting framework shall be between 3 and 12 months. The mission may be renewed up to a maximum duration of 24 months.

As the host laboratory, GANIL shall reimburse the cost of board, lodging and transport for the beneficiaries and members of their family, their spouse and dependent children (a copy of the family record book or other equivalent proof must be provided in this case) as follows:

- Accommodation and living costs: €2,700 (flat rate) per month upon presentation of proof of accommodation (rent receipt). An additional 5% shall be provided for each family member.
- Transport (see Annex).
A round trip, "to and from": €2,000 maximum upon presentation of proof, including reimbursement of the costs of moving personal belongings;

An additional round trip for missions lasting more than 6 months: €1,000 maximum upon presentation of proof.

FUNDING ARRANGEMENTS:

The €2,700 flat rate and any additional payments shall be paid by transfer to the beneficiary's personal bank account.

For each trip, the beneficiary shall keep all proof of expenses incurred in order to request reimbursement. This proof must be original invoices, for valid expenses incurred. Beneficiaries

may request repayment of certain additional expenses upon presentation of proof: toll charges and parking fees.

The beneficiary shall send his/her full file to GANIL's missions service which will draw up a statement of expenses according to the claim sheet filled in and signed by the beneficiary.

CLAUSE 7 - RESPONSIBILITIES

Beneficiaries are subject to GANIL regulations and health and safety rules.

GANIL shall provide the beneficiary with the resources required to fulfil his/her mission: scientific and technical equipment, office, administrative support, etc.

CLAUSE 8 - INTELLECTUAL PROPERTY

The provisions in the bilateral scientific partnership agreement between the laboratory of origin and GANIL on intellectual property apply in the context of this mobility agreement.

CLAUSE 9 - DISPUTES

Any dispute between the parties arising out of this agreement, including the issue of its validity shall be settled amicably. Otherwise the dispute will be submitted, at the request of one of the parties, to arbitration

CLAUSE 10 - GOVERNING LAW

The present agreement is governed by French law.

Signed in two (2) counterparts,

For GANIL

For

Caen, DD/MM/YY

, DD/MM/YY

Annex - Transport

1. PUBLIC TRANSPORT

Preference will be given to public transport by rail or air.

- Rail transport

Second class tickets for all beneficiaries whatever their category. Exceptionally, first class tickets may be used if there are advantageous commercial offers.

- Air travel

Air travel is authorised on scheduled flights with companies licensed for public passenger transport. All beneficiaries shall travel “economy” class. First class and business class are excluded. Preference must be given to low cost fares. Reservations for certain destinations made well in advance may benefit from lower rates than the train.

2. HIRED VEHICLE OR OWN VEHICLE

The use of a hired vehicle may also be authorised if the beneficiary has to travel with bulky equipment.

Hired vehicles may only be economy class vehicles (the category may vary according to the number of people carried or the distance travelled).

If an own vehicle is used, the beneficiary is responsible for insuring it with specific guarantees. GANIL cannot be held liable if an accident occurs during a mission. Any damage resulting from an accident with an own vehicle shall remain the beneficiary's responsibility (repair, excess and any penalties (malus)). Before departing on an assignment, the beneficiary shall provide GANIL with a certificate of insurance to prove compliance with all these conditions and a copy of his/her driving licence and car registration document. Travel in own vehicles will be reimbursed on the basis of the same trip by train, travelling 2nd class.

CONCLUSION

In the framework of the work package 3 of the IDEAL project two mobility agreements ready for signature between GANIL and its partner signatory were elaborated. It was foreseen to test these mobility agreements through visit of staff from partners at GANIL during the year 2020. Unfortunately, several attempts were not successful due to the pandemic and the strong restrictions in organisation of in-person visits. These attempts will be made again to test the agreements when the COVID-19 restrictions will be released.