

ANNEX 1 to the “NOTICE FOR EXPRESSION OF INTEREST-LEASE OF AREAS INCLUDED IN THE SPES FACILITY
LOCATED AT LEGNARO NATIONAL LABORATORY OF INFN AND SUPPLY OF A PROTON BEAM FOR ACTIVITIES
OF RESEARCH AND/OR PRODUCTION OF RADIOISOTOPES AND POSSIBLE FUTURE COLLABORATION
RESEARCH AGREEMENT”

1. Description of the facilities

1.1 INFN is completing, at Legnaro National Laboratory, the SPES facility, aimed, inter alia, to the research and production of radio-nuclides of interest in the fields of nuclear physics and of nuclear medicine.

1.2 The facility is centered on a 70 MeV -700 micro Ampere proton cyclotron, presently in the commissioning phase.

1.3 The cyclotron will deliver two simultaneous proton beams with the same energy.

1.4 The contract which INFN wants to enter into, will last up to nine years from the date of the signature and will consist of two different phases. A Temporary phase which will last no more than four years from the date of the signature and a Final phase, starting from the end of the Temporary phase until the end date of the contract.

Through the contract, INFN will lease to the contractor a part of the facility, better described in *Annex A*, and will supply one of two proton beams produced by the Cyclotron, which will be devoted to nuclear medicine applications.

The facility is equipped with general plant engineering (electricity, water, air-conditioning and air treatment) and includes:

- a) the areas of the facility indicated as “A2”, “A3”, “A4” (“Temporary Premises”) where the Contractor will install the equipment to be used in the Temporary phase, carry out the experiments and initiate manufacturing isotopes for medical use. The use of these areas will be limited to the entire duration of the Temporary phase;
- b) the area of the facility, called “Radioisotope Facility”, including:
 - (i) Rooms RI1 and RI2 on the basement floor, identified as “RIFAC”;
 - (ii) Space on the second floor, identified as “RIFAC”.

The use of the RIFAC area will start from the beginning of the Temporary phase for the limited purpose to install the Contractor’s equipment, and subsequently, will be available until the end of the Final phase.

1.5 In the above mentioned facilities, INFN will allow the Contractor to perform research and production of radioisotopes and/or radiopharmaceuticals for its own purposes under its exclusive responsibility and in strict respect of Italian laws. INFN expects the Contractor to install, maintain and manage its equipment needed to carry out the above mentioned activities. The equipment will be bought at Contractor’s expenses and the related activities will be performed entirely at Contractor’s expenses and with Contractor’s personnel.

2. Services

INFN will supply, on behalf of the contractor, the following services being understood that the Cyclotron shall be managed and used exclusively by INFN and under its responsibility, in compliance with its procedures, operating modes and general security and radiology safeguards, as detailed in clause 4.1:

2. a) Services concerning the Cyclotron

2.1.a) INFN shall carry out:

- (i) Operational control and access system to the facility;
- (ii) Operational radiation protection system for the facility; RIFAC area and Temporary Premises are not included.

2. b) Beams

2.1.b) INFN shall supply to the Contractor one of the two beams simultaneously provided by the Cyclotron, with the minimum availability of 200 μ A at energy ranging from (and including) 35 to 70 MeV.

2. c) Authorizations

2.1.c) INFN shall hold all the necessary authorizations in order to operate the Cyclotron, while the Contractor shall have all the necessary authorizations to carry out its activities in the Premises mentioned in the clause 1.4 a) and b).

2.2.c) INFN shall be responsible to request the necessary authorizations for storing all the waste that will be generated by the activities related to the production of the radionuclides as in the Contract.

INFN is currently in the process of obtaining the above authorizations.

2. d) Waste Disposal

2.1.d) INFN shall be responsible for disposing of all waste produced, including, radioactive and not radioactive material, whether produced by the Cyclotron, and it shall accordingly be responsible for stocking, handling, transporting, accounting and disposing of the above mentioned waste.

2.e) Other services

INFN shall also provide to the Contractor:

(i) Electricity; (ii) Primary cooling; (iii) Surveillance; (iv) Management of conventional and unconventional waste, as well as managing the Cyclotron; (v) Building extraordinary maintenance and repair.

3. Contractor's obligations

3.1 The Contractor shall:

- (i) pay the rent of the facilities mentioned under point n. 1.4.a) and b);
- (ii) pay the amount due for the supply of the beam mentioned under point 2.1 b);
- (iii) pay the costs connected to utilities (electricity, water, gas, etc.);
- (iv) pay the costs connected to waste disposal (radioactive and not) according to the effective use;
- (v) carry out, at its own risk and expense, all decontamination procedures of the facilities and of the relative plants that become necessary during the course of the execution of the Contract or at the expiration thereof;
- (vi) install, at its own risk, the beam transport lines from the SM2 switching magnet to the targets in A4 (Temporary Premises) and, subsequently, up to the targets in Rooms RI1 and RI2;
- (vii) install and maintain, at its own risk and expense, all the machinery necessary in order to carry out the activities into the facilities;
- (viii) recognize to INFN the right to withhold, at no charge and at INFN discretion, the instrumentation which the Contractor shall have installed in the Premises under clause 1.4 lett. a) and b) and the corresponding beam line, at the end of the Contract or, in any case and for whichever reason, the Contractor withdraws from the Contract;
- (ix) carry out the operational radiation protection system for the RIFAC area and Temporary Premises;
- (x) shall hold an insurance policy covering potential damages.

4. Guidelines for using the equipment and the facilities

4.1 (i) The Cyclotron, the beam transport lines from the SM2 switching magnet to the targets in A4 (Temporary Premises) and, subsequently, up to the targets in Rooms RI1 and RI2, shall be operated by qualified INFN personnel and under INFN's responsibility;

(ii) All the installation of the Contractor's equipment and the activities concerning the production target stations in the RIFAC areas (after the Temporary phase) and in the Temporary Premises (during the Temporary phase), shall be carried out by Contractor's personnel and under Contractor's exclusive responsibility;

4.2 The Parties understand that all activities carried out in the leased facilities by both INFN and Contractor's personnel under the terms and conditions of the Contract, shall be carried out in compliance with the radiation protection and work safety standards in force as well as in compliance with the internal INFN rules.

5. Further possible collaboration agreement

5.1 INFN will consider the possibility to enter into a collaboration agreement with the contractor in order to carry out joint research activities in the field of radioisotope.

[PLACE], [DATE]