

ISTITUTO NAZIONALE DI FISICA NUCLEARE
CONSIGLIO DIRETTIVO

DELIBERAZIONE N. 13932

Il Consiglio Direttivo dell'Istituto Nazionale di Fisica Nucleare, riunito a Roma in data 21 dicembre 2015, alla presenza di n. 34 dei suoi componenti su un totale di n. 34;

- premesso che la Fondazione Museo Nazionale della Scienza e della Tecnologia "Leonardo da Vinci" di Milano (MUST) è coinvolto in progetti finalizzati alla conservazione ed esibizione del patrimonio scientifico, tecnologico e industriale dell'umanità attraverso l'organizzazione di workshop interattivi e la creazione e miglioramento di aree tematiche nuove ed esistenti;
- considerato che l'INFN ed il CERN hanno convenuto di voler sostenere il MUST nella realizzazione di uno spazio espositivo permanente dedicato alla ricerca nella fisica delle particelle e della storia, tecnologia ed attività condotte al CERN;
- atteso che per la realizzazione di tale iniziativa l'INFN, oltre a mettere a disposizione a proprie spese strumentazione scientifica, componenti e documenti, contribuirà finanziariamente in cash alla realizzazione del suddetto spazio espositivo;
- tenuto conto che in data 10 dicembre 2015 presso il CERN di Ginevra, in occasione di una cerimonia ufficiale, le Parti hanno firmato l'Accordo che formalizza tale iniziativa;
- visto lo schema di "Collaboration Agreement KE3017 between MUST, INFN and CERN", allegato alla presente deliberazione e di essa parte integrante;
- su proposta della Giunta Esecutiva;
- con n. 34 voti favorevoli;

DELIBERA

- 1) E' approvato lo schema di "Collaboration Agreement KE3017 between MUST, INFN and CERN", allegato alla presente deliberazione e di essa parte integrante, firmato dal Presidente in data 10 dicembre 2015.
- 2) Gli oneri finanziari derivanti dall'attuazione del presente Accordo, pari a Euro 150.000,00, trovano copertura sul capitolo 221410 (Trasferimenti altri Enti di Ricerca) del Bilancio dell'Istituto per l'esercizio finanziario 2015.

COLLABORATION AGREEMENT
KE3017
(“the Agreement”)

The Fondazione Museo Nazionale della Scienza e della Tecnologia Leonardo da Vinci (“MUST”), represented by Dr. Fiorenzo Galli, Director-General in office,

And

The Istituto Nazionale di Fisica Nucleare (“INFN”), represented by Prof. Fernando Ferroni, President,

And

The European Organization for Nuclear Research (“CERN”), an Intergovernmental Organization having its seat at Geneva, Switzerland, represented by Prof. Rolf Heuer, Director-General,

(MUST, INFN and CERN hereinafter jointly “the Parties” or individually “the Party”),

CONSIDERING THAT:

MUST, in order to continue to play an active role in the dissemination of scientific and technological culture, is involved in projects aimed at the conservation and showcasing of mankind’s rich scientific, technological, and industrial heritage, including in new thematic areas and through interactive workshops and the upgrading of existing thematic areas;

INFN is the Italian national research agency dedicated to the study of the fundamental constituents of matter and the laws that govern them, under the supervision of the Ministry of Education, Universities and Research (MIUR). It conducts theoretical and experimental research in the fields of sub-nuclear, nuclear and astro-particle physics, and in parallel organizes outreach activities on these topics;

CERN is a leading global laboratory in particle physics, providing for collaboration of a pure scientific and fundamental character with participation by scientific institutes from all over the world, and having an active outreach programme to promote its mission;

CERN and INFN have agreed to support MUST in its realisation of a permanent exhibition area at its premises dedicated to the research in particle physics and history, technologies and activities of CERN (“the Exhibition”);

HAVE AGREED AS FOLLOWS:

Article 1 – Purpose

This Agreement defines the respective contributions of the Parties to the realisation, exploitation and maintenance of the Exhibition.

Article 2 – Contributions

Contributions by MUST

- 2.1 Annex 1 of this Agreement sets out the in-kind (other than the objects referred to in Article 2.3) and financial contributions of the Parties, including a cost breakdown of the work to be performed by MUST in the realisation of the Exhibition. Except for the financial contributions to be made by INFN and CERN under Article 2.6, MUST shall bear exclusive responsibility for the funding of the Exhibition and any cost increase over its projected budget shall be for its account.
- 2.2 MUST shall, at its expense, design, set up, exploit and maintain in good condition the Exhibition. In performing these activities MUST may make use of the services of third parties contracted by it, it being understood that MUST shall remain responsible for the performance of its obligations under this Agreement. The detailed definition of the actual contents, including any accompanying texts and other explanations of the Exhibition shall be decided by a Steering Committee made up of one representative of each Party. The Steering Committee shall also have competence for deciding on the content of any related website or other media and for proposing any upgrades to the Exhibition, including in terms of different or additional objects. The Steering Committee shall take its decisions by consensus.

Contributions by INFN and CERN

- 2.3 INFN and CERN shall, in addition to giving input through the Steering Committee, at their expense, make available objects such as scientific instruments, components or documents (“the Objects”) for integration in the Exhibition. The Objects agreed between the Parties to be so provided are described and listed in Annex 2 to this Agreement. INFN and CERN herewith grant a free and irrevocable license to MUST to produce photographic and video images of the Objects for the purpose of communications in accordance with Article 3.2 of this Agreement and for the production of an Exhibition catalogue.
- 2.4 With regard to the CERN Objects, CERN shall donate them to MUST in accordance with its Financial Rules, it being understood that MUST shall be responsible for their eventual disposal.
- 2.5 INFN and CERN shall ensure the delivery of the Objects at MUST in a condition that is suitable for display in the Exhibition, except in so far as it is agreed that MUST shall contribute to rendering the Objects suitable for display. INFN shall bear the cost of the delivery of its Objects at MUST. CERN’s Objects shall be delivered at MUST at the latter’s expense, it being understood that CERN may decide to make a contribution of maximum 3000 CHF to the coverage of MUST’s costs in this regard. As from the receipt by MUST of the Objects, it shall maintain them in a condition that is suitable for display. In respect of each Object, a report specifying its condition shall be drawn up prior to shipment and then again upon its delivery. Ownership title in the CERN Objects shall transfer to MUST upon their delivery to MUST.

- 2.6 In addition to the aforementioned contributions, INFN and CERN shall each make a financial contribution towards the realisation of the Exhibition in the amounts specified in Annex 1 to this Agreement. It is understood and agreed that the amounts set out in Annex 1 are maximum amounts and that neither INFN nor CERN have any obligation to make any further financial contribution in relation to the Exhibition.
- 2.7 INFN and CERN herewith agree to the use in the context of the Exhibition of their names and logos if and to the extent agreed by the Steering Committee in the exercise of its mandate as set out in Article 2.2.

Article 3 – Acknowledgements and use of names and logos

- 3.1 The Parties shall coordinate, through the Steering Committee, their respective announcements concerning the inauguration of the Exhibition and shall, in particular, aim at having shared announcements.
- 3.2 MUST shall acknowledge both at the Exhibition itself and in any related publicity instruments, such as press releases, brochures and websites, that the Exhibition has been realised thanks to contributions by INFN and CERN. The detailed modalities of such acknowledgements, including the use of names and logos, shall be decided by the Steering Committee. MUST shall not make use of the names and logos of INFN and CERN without their prior approval.
- 3.3 The same principles shall apply *mutatis mutandis* to the use by INFN of the names and logos of MUST and CERN and to the use by CERN of the names and logos of MUST and INFN.
- 3.4 Notwithstanding any permissions granted under this Article, each Party shall retain all rights in its name and logo.

Article 4 – Processing of personal data

- 4.1 In accordance with Legislative Decree No. 196 of June 30, 2003, MUST and INFN agree to treat any personal data relating to this Agreement and which is included in their own databases in the manner prescribed by the aforementioned Decree. In particular, they shall collect and process the data fairly and lawfully, by paper and with the aid of computer, whether or not connected to a network, accessible to specifically appointed staff, for the following purposes: to comply with existing legislation and the obligations pursuant to this Agreement, always for purposes strictly related to its execution.
- 4.2 In consideration of its status as an Intergovernmental Organization and not being subject to any national law (including Italian law), CERN has put in place a data protection policy, which it herewith undertakes to apply to any personal data that may be generated by this Agreement.
- 4.3 The data controllers are MUST, INFN and CERN, each represented through its legal representative.

Article 5 – Liability

- 5.1 Except as provided otherwise in Article 5.2, each Party shall be liable for its acts and omissions in relation to this Agreement, it being understood however that liability for indirect, consequential, incidental, special, exemplary, or punitive damages or liabilities arising from or relating to this Agreement is excluded, and that each Party's total liability shall be limited to the total value of its contribution as set out in Annex 1.
- 5.2 Notwithstanding the foregoing, all risks in relation to the Objects shall upon their delivery transfer to MUST, who shall hold INFN and CERN free and harmless, without any limitation, from all liability for loss and damage, including injury and death, incurred by MUST or third parties at the Exhibition, including in the handling of the Objects by MUST personnel and contactors.

Article 6 – Notices and representatives

Any formal notices under this Agreement shall be given by and/or addressed in writing to the following representatives, or to such successors as each Party shall communicate to the other Parties:

For MUST:
Dr. Fiorenzo Galli

For INFN:
Prof. Fernando Ferroni

For CERN:
Prof. Rolf Heuer

Article 7 – Duration

- 7.1 Except as the Parties may agree otherwise, MUST shall exploit and maintain the Exhibition for a period of no less than five (5) years from the date of its inauguration.
- 7.2 Each of INFN and CERN may terminate this Agreement, without liability on their part, in case MUST fails to maintain the Exhibition in proper condition. Upon such termination, each Party shall cease to use the other Parties' names and logos, except as otherwise agreed.
- 7.3 In the event that, prior to the completion of the five-year period mentioned in Article 7.1, MUST ceases to exploit and maintain the Exhibition or INFN terminates this Agreement, MUST shall reimburse to CERN the corresponding part of its financial contribution calculated on a pro-rata basis taking into account the time elapsed since the beginning of the aforementioned five-year period.

Article 8 – Governing law and dispute settlement


- 8.1 The terms of this Agreement shall be interpreted in accordance with their true meaning and effect. If this Agreement does not expressly stipulate, or any of its terms is ambiguous or unclear, then in those circumstances only and not in respect of this Agreement as a whole, reference shall be made to Italian substantive law for questions arising between MUST and INFN and to Swiss substantive law for questions involving CERN.
- 8.2 All disputes arising out of or in connection with this Agreement which cannot be settled by direct negotiation between the Parties, shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Article 9 – Entire agreement and amendment

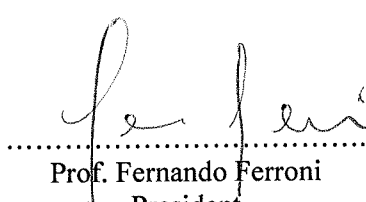
- 9.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.
- 9.2 This Agreement may be amended only by a written instrument signed by the authorized representative(s) of each Party.
- 9.3 Articles 5, 7, 8 and 9.3 shall survive termination of this Agreement, howsoever caused.

Thus drawn up in three copies in the English language.

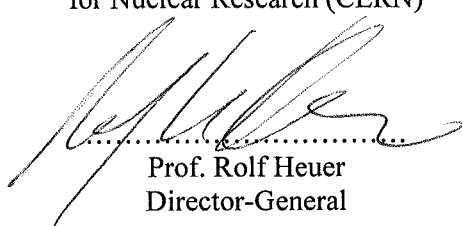
For the Fondazione Museo Nazionale
della Scienza e della Tecnologia
Leonardo da Vinci (MUST)


.....
Dr. Fiorenzo Galli
Director-General in office

For the Istituto Nazionale
di Fisica Nucleare (INFN)


.....
Prof. Fernando Ferroni
President

For the European Organization
for Nuclear Research (CERN)


.....
Prof. Rolf Heuer
Director-General

ANNEX 1

Euros	MUST	CERN	INFN	totale
staff	30'000	10'000	10'000	50'000
in kind contribution	160'000	-	30'000	190'000
cash contribution	-	172'000	150'000	322'000
total	190'000	182'000	190'000	562'000
Items to be covered by the cash contribution				
structural elements				20'000
pieces of furnitures				172'000
technical installation (hardware and software)				100'000
repair and adaptation of MUST objects				20'000
comunication and opening event				10'000
total				322'000

ANNEX 2

List of objects for the Exhibition
December 2015

Area/Object	Dimensions	Weight	Given	Restoration/Slabs	Delivering deadline
INTRO - OUTSIDE AREA					
Cockroft-Walton (CW) generator	ok		MUST		
TRACKS AREA					
Underground Area, Experiment One, central section	ok		MUST		
Vertex tracker of the Delphi experiment	ok		MUST		
Wilson Chamber - Cloud Chamber	ok		MUST		
Components of pixel detector or elements of Semiconductor Tracker of ATLAS			CERN		
Elements of Transition Radiation Tracker of ATLAS			CERN		
Tiles of scintillating plastic of ATLAS calorimeter			CERN		
Photodetector			CERN		
Coil section of CMS	approximate dimensions: 70x20 H90 cm	approximate weight: 110 kg	CERN		
Element of lead tungstate of the Electromagnetic Calorimeter of CMS			CERN		
particle detector data (pictures)			INFN/CERN		
PLACES/NO PLACES AREA					
Absorbent material slab of electromagnetic calorimeter			CERN		
A part of the brass absorber of hadronic calorimeter of CMS (if possible one brass shell from the Russian Navy)			CERN		
Notebook and notes (Amaldi e Rubbia)			CERN		
A magnetic tape for backup of data			CERN		
Lead bar of a roman ship			INFN		
INSTRUMENTS AREA					
An open dipole magnet	approximate dimensions: diam 90 cm; lenth: 100-300 cm		CERN		
A section of the pipe with a small quadrupole magnet			CERN		
A radiofrequency cavity, with sphere, of LEP 200	approximate dimensions: diam. base 120 cm; lenth: 250-300 cm; diam. sfera 150 cm	approximate weight: 1.000 kg	CERN		
Hydrogen storage element			CERN		
Section of linear accelerator for medical application	approximate dimensions: diam. 80 cm; lenth: 100-200 cm	approximate weight: 300-400 kg	CERN		
OTHERS					
Archive materials: copy of teh article announcing the Higgs boson; parts of the Constitutions declaration of CERN; historical and contemporary images			CERN		
Videos to be defined					
Real time Connection with control centre - to be checked the feasibility	STANDBY		CERN/INFN		

In addition to these objects a certain number of items already at MUST will be used.