

ISTITUTO NAZIONALE DI FISICA NUCLEARE  
CONSIGLIO DIRETTIVO

DELIBERAZIONE N. 13989

Il Consiglio Direttivo dell'Istituto Nazionale di Fisica Nucleare, riunito in Roma in data 26 febbraio 2016 alla presenza di n. 33 dei suoi componenti su un totale di n. 34;

- premesso che nell'ambito della pluriennale cooperazione tra l'INFN e lo European Synchrotron Radiation Facility (ESRF), l'ESRF è attualmente impegnato nello studio di un programma di upgrade dell'anello di accumulazione della sua infrastruttura nel settore della luce di sincrotrone;
- vista la precedente deliberazione n. 13073 del 29 gennaio 2014 con la quale l'Istituto ha approvato il "Memorandum of Understanding between the ESRF and INFN" per il periodo 2014-2019 e con il quale le Parti hanno espresso l'intenzione di condividere le rispettive esperienze e conoscenze in tale settore di ricerca;
- ravvisata l'intenzione delle Parti a voler collaborare per fornire assistenza ed expertise nonché a garantire scambio di know-how tra i gruppi di ricerca per la costruzione a Grenoble di una nuova macchina di alta brillantezza denominata "ESRF Extremely Brilliant Source" (ESRF-EBS);
- tenuto conto che in data 8 febbraio u.s. a Grenoble, il Presidente INFN e il Direttore Generale dell'ESRF hanno firmato a tale scopo un Accordo di collaborazione specifico per la costruzione e implementazione del nuovo anello di accumulazione nell'ambito del progetto ESRF-EBS;
- **considerato che l'approvazione del presente Accordo non comporta per l'Istituto oneri finanziari aggiuntivi;**
- su proposta della Giunta Esecutiva;
- con n. 33 voti favorevoli;

DELIBERA

E' approvato il "Collaboration Agreement n. CL0246 between ESRF and INFN", allegato alla presente deliberazione e di essa parte integrante, firmato dal Presidente INFN in data 8 febbraio 2016.

COLLABORATION AGREEMENT N° CL 0246

between

THE EUROPEAN SYNCHROTRON RADIATION FACILITY (*ESRF*),

and

THE ISTITUTO NAZIONALE DI FISICA NUCLEARE (*INFN*)

**THE EUROPEAN SYNCHROTRON RADIATION FACILITY (ESRF),**

hereinafter referred to as the “*ESRF*”,

located at 71 avenue des Martyrs, CS 40220, 38043 Grenoble Cedex 9, France,

represented by Dr Francesco SETTE, Director General,

on the one hand,

and

**THE ISTITUTO NAZIONALE DI FISICA NUCLEARE,**

hereinafter referred to as “*INFN*”,

located at Piazza dei Caprettari, 70, 00186 Rome, Italy,

represented by Prof. Fernando FERRONI, President,

on the other hand,

*hereinafter collectively referred to as “the Parties”,*

HAVE AGREED AS FOLLOWS:

## Introduction

Underpinning the ESRF's success is the reliability and high performance of its accelerator complex. Despite major improvements that have given users smaller, more brilliant X-ray beams, the basic magnetic configuration or "lattice layout" of the machine has remained relatively unchanged for the past 20 years. Now, the ESRF is drawing up plans that would see all 32 curved sections of the storage ring replaced with an entirely different magnetic lattice by the end of the decade. The new machine will boost the brilliance, and thus coherence, of its X-rays to unprecedented levels, benefitting users across all beamlines, and will be the centrepiece of Phase II of the ESRF upgrade – the ESRF Extremely Brilliant Source (ESRF-EBS).

The INFN is involved in many world-leading projects and collaborations in the Accelerator technology field, such as DAFNE, FCC, ELI, SUPERKEKB etc., in which the ESRF is also collaborating, and as such has accumulated valuable expertise in the field.

The Parties have an on-going collaboration in the field of accelerator technology, in which a number of INFN experts, as well as undertaking a number of specific tasks, provide assistance and expertise to the ESRF groups working on the engineering design of the new accelerator in the frame of the ESRF-EBS. At the same time, it is of interest and value for the INFN to exchange its experience and know-how with the experts of the ESRF on topics of relevance to the INFN. The aforementioned collaboration has thus far proven to be very successful and of great mutual benefit to the Parties.

Therefore, in view of the success of their on-going collaboration on the engineering design of the ESRF-EBS and of their common interest to continue work together, the Parties have decided to strengthen their collaboration, focusing notably on the aspects related to the construction and implementation of the new ESRF storage ring in the frame of the ESRF-EBS project.

## Article 1

### Subject of the Agreement

1.1 The present Agreement defines the conditions of the collaboration between the Parties in the frame of the ESRF-EBS project, with particular emphasis on the aspects related to the field of accelerator technology, notably, but not exclusively:

- Technical assistance and support in the construction and assembly of the new ESRF-EBS storage ring vacuum system; and
- Support and optimisation of lattice development for accelerator projects in which the INFN is involved.

1.2 The collaboration comprises:

- a) Collaborations of mutual interest, where both Parties:
- have an interest in the subject,
  - are working to achieve the same goal,
  - have staff available who are able to participate in the collaboration.
- b) Collaborations in the interest of either INFN or the ESRF, where INFN or the ESRF would like one or more of the following :
- access to the background knowledge, experience and know-how, whether licensed or not, of the other Party,
  - to obtain documents, drawings, software and information about what already exists at the other Party's facility,
  - to have staff from one Party teach staff of the other Party,
  - to have staff from one Party participate in meetings of the other Party,
  - to have staff from one Party give advice on technical design to the other Party,
  - to test equipment from one Party on the machine or beamlines of the other Party.
  - to have staff from one Party providing support for the procurement and validation of mechanical components for the other Party.
  - to have staff of one Party to participate in the tuning and optimization of the performances of machines or beamlines of the other party

Each individual collaboration in the framework of this Agreement will be listed in a Technical Annex which shall clearly define the details and type (§ 1.2 a) or § 1.2 b)) of collaboration. This annex will be updated and exchanged between the Parties on agreement of the specific collaboration which may take form in an exchange of letters countersigned by the representatives of the Parties indicated hereafter. For both Parties, approval for these collaborations will be given by the Director or Head of the division/centre, or equivalent, in which the respective collaborations are being carried out.

1.3 The documents that govern this Agreement are as follows:

- I. This Agreement
- II. Article 14 of the ESRF Statutes
- III. Technical Annex(es) established according to § 1.2

1.4 In the case of conflict between the terms of the annexes and those of this Agreement, the latter shall have precedence.

## Article 2

### Duration and location of the tasks

- 2.1 This Agreement is concluded for a period of 5 (five) years and shall commence on the date of its signature.
- 2.2 Except in specific cases where agreed otherwise, the tasks are to be carried out either at the ESRF in Grenoble, France or at the location of INFN, Italy.

## Article 3

### Conditions of the collaboration

#### 3.1 *Personnel*

3.1.1 For topics of common interest, each Party shall allocate its own experts at the appropriate level of expertise so that the collaboration can be carried out effectively.

3.1.2 For topics only of interest to INFN, the ESRF shall allocate staff on the condition that the service required is compatible with, and does not disrupt, the normal operations of the ESRF. The allocation of any ESRF staff member shall be subject to the written approval of the ESRF Director General.

3.1.3 For topics only of interest to the ESRF, provisions of § 3.1.2 shall apply in the same manner. The allocation of any INFN staff member shall be subject to the written approval of the INFN President (or his/her nominee).

3.2 For topics subject of §§ 3.1.2 and 3.1.3, the time spent by each ESRF staff member or each INFN staff member, respectively, shall be restricted to a maximum of 30 working days per year, unless otherwise agreed by the ESRF Director General (or his nominee) or the INFN President (or his/her nominee) on a case-by-case basis.

3.3 Notwithstanding the provisions of §§ 1.2, 3.1 and 3.2, the ESRF or INFN may decline to provide staff for a particular activity having regard to the requirements of the ESRF's or INFN's own programme.

#### 3.4 *Communication*

Each of the Parties agrees to keep the other informed of all results obtained through the collaboration during the period of the Agreement.

To the extent they are able to do so, and taking into account any confidentiality clauses or other restrictions, each Party agrees to communicate to the other, any technical, scientific, commercial or industrial knowledge, whether patented or not, useful or necessary for the execution of the collaboration or for the exploitation of the results of the collaboration.

## Article 4 Financial provisions

### 4.1 *Topics of mutual interest*

Each Party shall pay for travel and subsistence costs for its own staff and shall pay for the development of its own equipment.

### 4.2 *Topics of interest only to INFN or the ESRF*

4.2.1 For tasks to be carried out at the ESRF in Grenoble or at the location of INFN, each Party shall bear all costs for its own staff and/or invited visitors such as travel, accommodation and subsistence. In addition, and where appropriate, INFN or the ESRF shall pay a financial compensation for the service of ESRF staff working on topics at the request of INFN or of INFN staff working on topics at the request of the ESRF.

4.2.2 For tasks to be carried out elsewhere, INFN or the ESRF shall bear the travel, accommodation and subsistence costs for all ESRF or INFN staff taking part in the relevant collaboration at the request of INFN or the ESRF respectively and, where appropriate, shall pay a financial compensation for the service of ESRF or INFN staff working on topics at the request of INFN or the ESRF.

4.2.3 All the expenses indicated in §§ 4.2.1 and 4.2.2 will be paid by INFN to the ESRF or by the ESRF to INFN upon production of documentary evidence.

4.3 The financial compensation referred to in § 4.2 for work carried out, the preparation for meetings and the assistance at meetings will be agreed by the Parties, on a case by case basis, in writing, before the commencement of any relevant work.

### 4.4 *Conditions of payment*

4.4.1 Each Party shall invoice the other Party quarterly, at the end of each quarter. The invoice shall include a reference to the present Agreement.

4.4.2 All invoices shall be made out in Euro and shall include the VAT identification number of the Party to which the invoice is being issued.

4.4.3 All invoices shall be sent to relevant Finance Department of the other Party:

**INFN**  
Amministrazione Centrale,  
Direzione Affari Amministrativi e Ragioneria  
Via Enrico Fermi 40  
00044 FRASCATI, RM  
ITALY

**ESRF**  
Finance Service  
71 avenue des Martyrs  
CS 40220  
38043 GRENOBLE CEDEX 9  
FRANCE

4.4.4 Payments shall be made by bank transfer, in Euro, within 45 days of receipt of the invoice.

## Article 5

### Review Meetings

- 5.1 The Parties shall endeavour to meet once per year to review the collaboration for the following year.
- 5.2 Each Party shall finance its own staff's attendance costs at any such meetings.

## Article 6

### Publications

Any publications arising from results obtained from this collaboration shall be disseminated under the joint authority of the Parties as is customary and appropriate. Other publications shall be submitted to the other Party at least thirty (30) days prior to submission for publication, for review and comment. The other Party undertakes to answer within thirty days. Should the other Party not reply within this period, this shall be considered as tacit consent and acceptance for publication, as proposed.

## Article 7 Property rights

- 7.1 All intellectual property, with exception to that referred to in § 7.2, created or arising under or in connection with the collaboration subject to § 1.2 a) shall belong to the Parties in proportion to their respective contributions. The Parties shall have free use of such intellectual property for their own research purposes.
- 7.2 Inventions, improvements and discoveries conceived or made solely by one of the Parties shall belong to the Party which has conceived or made them.
- 7.3 If one or both of the Parties wish to use the results referred to in § 7.1 for commercial purposes, a prior written agreement must be signed by the Parties to define the conditions of the commercialisation, including the financial aspects. The commercial exploitation of inventions, improvements and discoveries conceived or made according to the provisions of § 7.2, shall not require the prior agreement of the other Party.
- 7.4 All documents, drawings, software and information provided within the collaboration according to § 1.2 b), in the interest of one of the Parties, remain the property of the other Party which grants the receiving Party a non-exclusive, royalty-free licence for its own internal use only.

## ARTICLE 8 Liability - Insurance

### 8.1 *Staff injury*

Each Party shall take responsibility for its own staff, in these areas:

- the legislation applicable to the employer covering Social Security and similar employment obligations ,
- accidents in the work place and professional illnesses,

and shall fulfil all the legal formalities that are necessary. Each employer continues to be responsible for any injuries or accident suffered by their own staff due to or during the execution of the present Agreement.



8.2 *Damage to goods*

Each Party shall be responsible, without any claim against the other Party, except in cases of gross negligence or intentional damage, for the damage of any nature suffered by its own property, due to or during the execution of the present Agreement.

8.3 *Damage to third Parties*

Damage caused to third Parties shall be indemnified according to the rules of common law. Nevertheless, the responsibility of one Party shall be substituted by that of the other insofar that it exercises authority and control over the personnel of the other Party.

## Article 9 Administrative provisions

9.1 Any amendment to this Agreement shall be subject to a supplementary written agreement. An oral agreement shall not be binding for the Parties.

9.2 For the execution of the Agreement the Parties shall each nominate representatives. All correspondence relative to the Agreement shall be addressed to them.

**For ESRF**

*Scientific and technical matters:*

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**For INFN**

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 luigi.giunti@Inf.infn.it

**ARTICLE 10**

**Non-disclosure & other issues**

- 10.1 Each Party commits itself and its employees to treat the information received from the other Party under this agreement confidentially. The confidential information shall not be disclosed, revealed, or given to anyone except employees of the receiving Party, in connection with their professional tasks.
- 10.2 Any disclosure of information to a third party shall be made only after receipt of written authorisation by the other Party, and after the third party has given its written agreement to maintain confidential such a disclosure, and not to use it outside the scope of this agreement.
- 10.3 Each Party agrees that it will not use the confidential information for commercial purposes or attempt to commercialise it, its derivatives, or products, unless upon a written agreement with the other Party.
- 10.4 The obligations of the receiving Party under articles 10.1 to 10.3 above shall not extend to any part of the confidential information:
- (a) that can be demonstrated to have been in the public domain or publicly known and readily available at the date of signature of the present agreement; or

- (b) that can be demonstrated to have been in the possession of, or that can be demonstrated to have been readily available to the receiving Party or its subsidiaries receiving the confidential information from another source prior to the disclosure; or
  - (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorised act by the receiving Party, or its subsidiaries.
- 10.5 The receiving Party shall keep the other Party informed about any further relevant development of the technology or improvements to the device which it may have realised.
- 10.6 The receiving Party shall offer the other Party a perpetual, non-exclusive and royalty-free license to use any developments and improvements as described in § 10.5 for non-commercial purposes.
- 10.7 Any documents are delivered on an "as-is" basis for their consideration and evaluation, and the Party which delivers the documents shall not be under any liability for any of the contents whether by breach of contract, statute, tort, common law or otherwise. The Party which delivers the documents does not provide any express or implied warranties of any kind concerning the know-how, including but not limited to, non-infringement rights of third Parties, merchantability or fitness for a particular purpose.
- 10.8 The receiving Party shall take all necessary measures to prevent any infringement of the terms of this Agreement. The receiving Party shall be liable for any infringement and shall hold the other Party free and harmless against any and all claims or lawsuits or otherwise cost or damage, which may result therefrom.
- 10.9 In case the receiving Party becomes aware of any infringement by a third party of rights related to the technology, it shall notify the other Party as soon as reasonably practicable.

## Article 11 Final provisions

- 11.1 The present Agreement is subject to French law.
- 11.2 In the event of conflict, the Parties shall make every effort to reach an amicable settlement. Should the Parties fail to reach an amicable settlement, the claim shall be brought before the competent court in Grenoble.
- 11.3 All documents relating to this Agreement shall be written in English.

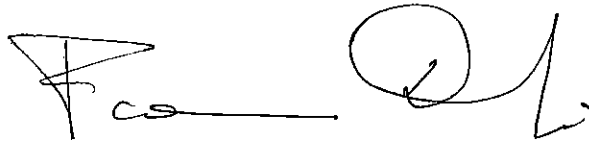
Agreement signed, in Grenoble, in the presence of Stefania Giannini, Italian Minister for Education, Universities and Research, and Thierry Mandon, French Minister of State for Higher Education and Research, in two original copies, on 08 February 2016.

For INFN,

For ESRF,



Fernando FERRONI  
President



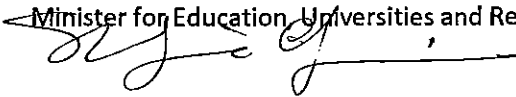
Francesco SETTE  
Director General

In the presence of:

For Italy,

For France,

Stefania GIANNINI  
Minister for Education, Universities and Research



Thierry MANDON  
Minister of State for Higher Education and Research

