

# ISTITUTO NAZIONALE DI FISICA NUCLEARE

## CONSIGLIO DIRETTIVO

### DELIBERAZIONE N. 14014

Il Consiglio Direttivo dell'Istituto Nazionale di Fisica Nucleare, riunito a Roma in data 31 marzo 2016 alla presenza di n. 33 suoi componenti su un totale di n. 34;

- premesso che con deliberazione n. 13896 del 27 novembre 2015 il Consiglio Direttivo di questo Istituto ha approvato la Lettera di Intenti con la quale il CNAO di Pavia, l'INFN ed il CERN di Ginevra intendono mettere a disposizione del Governo georgiano il proprio expertise per la realizzazione a Tbilisi di un centro all'avanguardia nella cura dei tumori denominato "Technological Institute and the Scientific and Educational Center for the Development of Modern Technology" (LEPL);
- tenuto conto che per dare corso a quanto espresso nella suddetta LoI, l'INFN ed il LEPL intendono ora avviare un programma scientifico congiunto di istruzione e scambio di ricercatori che preveda attività di cooperazione mirate nello specifico settore;
- visto lo schema di "Collaboration Agreement between INFN and the Georgian Technological Institute (the Scientific and Educational Center for the Development of Modern Technology (LEPL) concerning the execution of a Joint Program of Scientific Research and Education", allegato alla presente deliberazione e di essa facente parte integrante;
- **considerato che l'approvazione del suddetto Accordo non comporta, in questa fase, per l'Istituto oneri finanziari;**
- vista la nota del Direttore dei Laboratori Nazionali di Frascati, Dr. P. Campana, del 18 febbraio u.s.;
- su proposta della Giunta Esecutiva;
- con n. 33 voti favorevoli;

### DELIBERA

- 1) Di approvare lo schema di "Collaboration Agreement between INFN and the Georgian Technological Institute (the Scientific and Educational Center for the Development of Modern Technology (LEPL) concerning the execution of a Joint Program of Scientific Research and Education", allegato alla presente deliberazione e di essa facente parte integrante.

**COLLABORATION AGREEMENT**

**BETWEEN**

**THE ISTITUTO NAZIONALE DI FISICA NUCLEARE - INFN, Italy**

**AND**

**The GEORGIAN TECHNOLOGICAL INSTITUTE ( THE SCIENTIFIC AND  
EDUCATIONAL CENTER FOR THE DEVELOPMENT OF MODERN  
TECHNOLOGY) - LEPL, Georgia**

**CONCERNING THE EXECUTION OF A JOINT PROGRAM OF SCIENTIFIC  
RESEARCH AND EDUCATION**

The Istituto Nazionale di Fisica Nucleare (hereinafter referred to as INFN), having its registered seat at Via Enrico Fermi, 40 - 00044 Frascati (RM), Italy represented by its President, Prof. Fernando Ferroni, on the one hand

And

The Georgian Technological Institute (the Scientific and Educational Center for the Development of Modern Technology), hereinafter referred to as LEPL, having its registered seat at Avenue Chavchavadze 39A, Tbilisi 0179 represented by its Executive Director Dr. Teimuraz Lomtadze on the other hand,

in the following jointly referred to as "Parties", and separately as "Party",

CONSIDERING

- The Letter of Intent signed on 9<sup>th</sup> October 2015 in Tbilisi between the Government of Georgia, INFN, CNAO and CERN concerning the promotion of cooperation aimed at advancing the implementation of the LEPL and the Particle Therapy Megaproject;
- the common interest of the Parties in sharing their expertise and in carrying out a joint program of research and education;
- the common interest in promoting their collaboration in common projects

THE PARTIES HAVE AGREED AS FOLLOWS:

### **Article 1**

#### **Fields of cooperation**

1.1 The cooperation under this Collaboration Agreement shall consist in the execution of a joint program of scientific research and education to be conducted at each Party's premises.

### **Article 2**

#### **Forms of cooperation**

2.1 It is agreed that the collaboration shall include as priority activities the following:

- Exchange of scientific information and technologies;
- Visits of students, faculty and staff from LEPL to INFN;
- Visits of researchers and staff from INFN to LEPL;

- Any other forms of cooperation as agreed between the Parties

2.2 Activities under this Collaboration Agreement shall be conducted within the assigned budget of the Parties and subject to the actual financial conditions and opportunities and applicable laws and regulations in each Country.

2.2 Each Party shall pay for the travel and living expenses of its staff while at the other Party.

2.3 The host Party shall provide suitable office space and access to computer networks to the other Party's staff, consistent with their internal policies and procedures.

### **Article 3**

#### **Coordination**

3.1 Each Party shall designate by exchange of letters within 30 days from the signature, one Representative in charge of coordinating the activities of reciprocal interest foreseen under the present Agreement.

### **Article 4**

#### **Confidentiality**

4.1 All information held by each Party prior to or outside of the joint research and provided to the other Party under this Collaboration Agreement shall remain the property of the providing Party. The receiving Party shall not disclose the information to any third Party and shall not use it for any purpose other than the joint research under this Agreement without prior written approval from the providing Party.

### **Article 5**

#### **Settlement of disputes**

5.1 Should any dispute arise between the Parties related to the performance of their respective obligations under this Agreement, the Parties shall endeavour to settle the dispute informally and in good faith.

### **Article 6**

#### **Entry into force and validity**

6.1 The present Collaboration Agreement will come into effect on the date of signature by the last Party and will be valid for a period of five (5) years. The renewal of this Agreement shall be subject to discussion among the Parties at least

six months prior to the expiration of the period of validity. If any Institution wishes to make an amendment to this Collaboration Agreement, the subject may be discussed and made valid through mutual consent.

This Collaboration Agreement is a mutual statement of intent between the Parties, who agree to make every reasonable effort to fulfil the intentions expressed herein.

## **Article 7**

### **Miscellanea**

7.1 To guarantee a correct and safe research process, LEPL and INFN staff while staying at the host Institution in the framework of the present Framework Agreement, shall be required to follow all rules and safety obligations of the hosting Institution.

7.2 In participating in this Agreement, each Party shall abide by the applicable laws and regulations of their respective countries.

7.3 Every collaborating researcher shall not disclose to any third party confidential information received from his/her partner to the research without the latter's written consent.

7.4 This Agreement is based on equality, reciprocity and mutual benefit.

This Agreement is drawn up in English and all documents, notices and meetings pertaining to this Agreement shall be in English.

For INFN

For GTI

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Prof. Fernando Ferroni

President

Date

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Dr. Teimuraz Lomtadze

Executive Director

Date