

Framework Agreement

between

the Consortium of Polish Institutions (COPIN), Poland

and

the Istituto Nazionale di Fisica Nucleare (INFN) Italy

Concerning

**Collaboration on Nuclear Physics and Accelerator Technology,
including applications of these disciplines**

The Consortium of Polish Institutions (hereinafter referred to as COPIN), represented by

- the Director of the Henryk Niewodniczański Institute of Nuclear Physics of the Polish Academy of Sciences, in its quality of Consortium Coordinator, Professor Marek Jeżabek,
- The President of the Consortium Management Board, Prof. Adam Maj

and

The Istituto Nazionale di Fisica Nucleare (hereinafter referred to as INFN), represented by its President, Prof. Fernando Ferroni, who has delegated his signature for the present agreement to Prof. Giovanni Fiorentini, Director of the Legnaro National laboratories of INFN, as foreseen by the proxy dated May 13th, 2014, herewith attached.

Hereinafter collectively referred to as the Parties,

- Recalling the long-lasting tradition of friendship and scientific collaboration between INFN National Laboratories and Departments with Polish institutions being now part of COPIN.
- Taking into account the interest and recognized competence of the Parties in the areas of nuclear physics and accelerator technology, including applications of these disciplines to medical diagnostics and therapy.
- Considering that the joint scientific activities planned for near future are being shaped in a large part by the availability of current and future accelerators and related detectors at LNL, LNS, LNGS in Italy and CCB IFJ PAN - Krakow, HIL - Warsaw and eLBRUS US - Szczecin in Poland

HAVE AGREED AS FOLLOWS

Article 1

Subject to the laws and regulations of the two Countries, the Parties undertake to encourage and develop their scientific cooperation in the field of nuclear physics and accelerator technology, including applications of these disciplines, with particular attention to the following themes:

- I) Nuclear physics, nuclear astrophysics and hadron physics research in the domain of experiment and theory, carried out with stable and radioactive ion beams.
- II) Development of accelerator technology.
- III) Medical applications of nuclear physics and accelerator technology.
- IV) Dissemination and education on nuclear science.

This Framework Agreement defines forms of cooperation and joint actions by the two Parties.

Article 2

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

- Exchange of information and technologies;
- Exchange of equipment;
- Exchange of students, junior and senior researchers;
- Joint projects of experiments and R&D efforts;
- Organization of seminars and workshops.

2.2 The cooperation may be extended to other activities the Parties may agree upon.

Article 3

3.1 For the coordination of the activities of reciprocal interest, each Party shall appoint, by exchange of letters within 30 days from the signature of this Framework Agreement, a Representative in charge of the following tasks:

- a) monitoring on a yearly basis of the activities of reciprocal interest;
- b) dissemination of the national and international activities of reciprocal interest undertaken;
- c) selection and promotion of collaborating programs and projects;
- d) proposal of adequate measures for the coordination of reciprocal interest activities between the Parties;
- e) proposal of joint initiatives for the promotion and exploitation of the results coming out from the joint program.

3.2 The role and responsibilities of the above-mentioned representatives are as follows:

- a) The representatives of each Party shall meet alternatively in Italy and Poland. The date, location and agenda of the meetings shall be discussed and agreed in advance by mutual consent;
- b) Each Party shall prepare a list of collaborating proposals and notify the other Party 30 days prior to the meeting;
- c) Representatives of each Party shall review the collaboration activities of the previous year and formulate proposals for the following year's plan;
- d) The minutes of the meeting and the future plan shall be signed at the end of the meeting and shall be reported to INFN and COPIN;
- e) Each Party shall bear the costs related to the activity of its own Representatives.

- 3.3 The Parties may decide, on a case-by-case basis, to invite observers, experts or any other representative they might consider appropriate to attend the working meetings.

Article 4

- 4.1 For the deployment and development of each program and project the Parties may agree upon forms of cooperation, human, and financial resources by means of specific Addenda, as set out in art. 3.
- 4.2 The specific Addenda may cover:
- a) scientific projects;
 - b) development and technological transfer;
 - c) advanced training;
 - d) dissemination and education;
 - e) any other activity recognized as useful and coherent with the spirit of the cooperation.

Article 5

- 5.1 While this Framework Agreement clearly supports the collaboration, it does not create any legally binding relationship between the Parties.
- 5.2 The Parties recognize that any agreement, which may subsequently be negotiated, will require the approval of INFN and COPIN.
- 5.3 In such situation, each Party could propose different arrangements without any liability whatsoever to the other Party.

Article 6

- 6.1 Each Party, unless differently and expressly agreed, shall be entitled to exploit any technological know-how acquired in the course of the activities carried out in the framework of this Framework Agreement, except for any pre-existing know-how which shall be made available in writing by one Party to the other in order to carry out joint activities.
- 6.2 Intellectual property issues and the exploitation of industrial rights referred to any invention or patent deriving from the above-mentioned activities shall be regulated in the specific Addenda taking into account the contribution of each Party.
- 6.3 The Parties commit themselves to mention the other Party in any work or scientific publication related to the activities jointly carried out
- 6.4 Scientific results coming out from the activities carried out under this Framework Agreement shall be made available to the scientific community by means of publications in specialized reviews and other forms of communication.

Article 7


- 7.1 This Framework Agreement is concluded for a period of five years and shall enter into force on the date of signature.
- 7.2 The Parties may agree to amend this Framework Agreement at any time. Any of them can terminate it by a written correspondence to the other Party six months in advance. The specific Addenda in force at the time of withdrawal shall be considered valid until their termination.
- 7.3 This Framework Agreement may only be renewed if, after a review process between the Parties, the Parties agree in writing to renew it.

Article 8

The Parties agree that any dispute arising out of the execution of this Framework Agreement shall be settled amicably by the representatives of each Party and with the assistance of one or more independent experts if necessary.

Signed in two originals in English, both being equally authentic.

For COPIN


Prof. Marek Jezabek
Director of IFJ PAN,
Coordinator of the Consortium

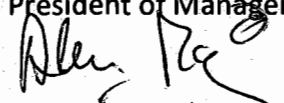
Date: May 28th, 2014

For INFN


Prof. Giovanni Fiorentini
Director of INFN-LNL

Date: May 28th, 2014

Prof. Adam Maj
President of Management Board


Date: May 28th, 2014