



## SCIENTIFIC PARTNERSHIP AGREEMENT

hereinafter referred to as "AGREEMENT"

### BETWEEN

The **Henryk Niewodniczański Institute of Nuclear Physics, Polish Academy of Sciences (IFJ PAN)**, Krakow, Poland, representing the **Consortium COPIN** (Consortium Polonais des Institutions Nucleaires: IFJ PAN, Jagiellonian University, University of Warsaw- Faculty of Physics and Heavy Ion Laboratory, Warsaw University of Technology, NCBJ Świerk, UMCS Lublin, University of Wrocław, University of Szczecin and Nicolaus Copernicus Astronomical Center PAN, University of Silesia),  
represented by the Director General of IFJ PAN, Tadeusz LESIAK  
and by the COPIN Consortium Chairman, Adam MAJ

hereinafter referred to as "COPIN"

And

The **Grand Accélérateur National d'Ions Lourds (GANIL)**, Caen, France  
represented by its Director, Patricia Roussel-Chomaz,

hereinafter referred to as "GANIL" and the relevant part of the GANIL's infrastructure  
hereinafter referred to as "GANIL-SPIRAL2"

hereinafter collectively referred to as the "Parties"

### ESTABLISHING A SCIENTIFIC PARTNERSHIP OF COPIN WITH GANIL-SPIRAL2 FOR A PERIOD OF 5 YEARS

#### CONSIDERING,

- The Scientific cooperation agreement in the field of nuclear physics and high energy physics between CNRS/IN2P3 and IFJ PAN, signed on September 15<sup>th</sup>, 2006, establishing the consortium COPIN which represents the Polish research centres involved in this agreement;
- The Scientific and Technologic cooperation agreement between the Government of the French Republic and the Government of the Republic of Poland, signed in Warsaw on May 28<sup>th</sup>, 2008;
- The Scientific cooperation agreement between CNRS and PAN signed on January 16<sup>th</sup>, 2012 and renewed on April 28<sup>th</sup> 2020;
- The collaboration agreement creating the COPIGAL International Associated Laboratory (LIA), signed on December 18<sup>th</sup> 2008, renewed for four years on November 29<sup>th</sup>, 2012 and renewed for four years on September 29<sup>th</sup> 2017. On January 1<sup>st</sup> 2020, COPIGAL was renewed as an International Research Project (IRP) for five years;



- The French decree n°2009-645 of June 9, 2009 on the management by the French public institutions of the industrial property of the results from research conducted by French state-employees, which determines a French public mandatory responsibility for the protection and exploitation of said results;
- The renewal of the GANIL GIE convention in 2015 for 30 years which allows GANIL to collaborate, by a bilateral agreement in accordance with Article 9.3, with scientific partners that are not members of GANIL and have their own legal entity;
- The terms of reference for the Scientific Partners Committee of GANIL;
- That GANIL was founded in Caen, France in 1976 as a national laboratory for fundamental research to investigate and consolidate knowledge about the atomic nucleus, and that GANIL-SPIRAL2 is recognized as an ESFRI roadmap landmark research facility for fundamental research using ion beams;
- The long-term collaboration between COPIN Consortium and GANIL leading to the production of world-class science results;
- The strong involvement of Polish groups in the construction of instruments (AGATA, PARIS, FAZIA, NEDA) that are and will be used at GANIL-SPIRAL2;
- The strong involvement of Polish scientists in several EU projects related to GANIL-SPIRAL2, such as SPIRAL2-PP and IDEAAL and
- That SPIRAL2 project is on the Polish Roadmap of Research Infrastructures.

## AIMING,

- To establish a scientific partnership of COPIN Consortium with GANIL-SPIRAL2 and for its scientists to contribute to the programs and activities of GANIL-SPIRAL2 and the COPIN institutions.

## THE PARTIES AGREE TO THE FOLLOWING:

### ARTICLE 1. PURPOSE

1.1. The purpose of this Agreement is to establish a general framework for mutual cooperation and exchange of information between the Parties, with regard to scientific investigation, research and development related to nuclear physics, in accordance with their respective tasks and responsibilities, and to enable access of COPIN scientists to all experimental facilities of GANIL-SPIRAL2.

Such a cooperation shall include:

- a) Research in the fields of accelerator-based science, in particular the exploitation of GANIL-SPIRAL2;
- b) Activities in areas of common interest concerning technological and software developments;
- c) Exchange of information concerning the coordination of the broad scientific community in nuclear physics areas of common interest





- 1.2. The objectives of this Agreement may be achieved by the Parties through activities such as:
- Utilisation of the accelerator facilities at GANIL-SPIRAL2 and of accelerator facilities in the COPIN institutions;
  - Exchange of information regarding programs and projects, research results and publications;
  - The execution of joint analyses, theoretical interpretation of results, evolution and development of software tools;
  - The coordination of research and development programs and projects and their execution based on shared effort;
  - Joint information and public relations activities;
  - Information on training of the personnel and educational programs.

## ARTICLE 2. FINANCIAL REGULATIONS

### 2.1. Contribution:

COPIN, as Scientific Partner of GANIL-SPIRAL2, shall pay an annual contribution corresponding to 1% of the total annual expenses of the GANIL-SPIRAL2 infrastructure, limited to 400 000 Euros exclusive of taxes. Therefore, within this Agreement Consortium COPIN agrees to contribute within 5 years with 2 000 000 Euro, 50% in cash and the remaining 50% in-kind. The cash contribution, 200 000 Euro yearly, will be paid every year, while the in-kind contributions will be summed during 5-year period. The remaining balance will be paid in cash at the end of 5-year period.

As fair return, GANIL will contribute with in-kind contributions to the COPIN institutions amounting to 200 000 Euro within the 5 years duration of the Agreement. The in-kind contributions will be agreed upon between GANIL-SPIRAL2 and COPIN yearly during Bilateral Partnership Committee meetings as defined in Annex 1.

### 2.2. Payment:

The cash contribution payments will be called up by GANIL-SPIRAL2 and shall be received on its account by May 1<sup>st</sup> each year. In-kind contributions shall be accounted for at the time of transfer of legal ownership to GANIL-SPIRAL2 or to COPIN institutions. The cash value of the in-kind contribution shall be agreed in advance or retroactively as laid out in Annex 1. At the end of the period of this Scientific Partnership Agreement, viz. at 60 months, outstanding in-kind contributions shall be assessed and accounted for as laid out in Annex 1.

### 2.3. In-kind contributions will be transferred by COPIN to GANIL-SPIRAL2 and by GANIL-SPIRAL2 to the COPIN institutions in compliance with this Agreement and at the dates and conditions specified in Annex 1.

### 2.4. COPIN and GANIL-SPIRAL2 declare and warrant that there are no legal obstacles on their part (i.e. under Polish or French law or related to the legal status of GANIL or Polish institutions) preventing, endangering or substantially impeding the transfer of the legal ownership of the in-kind contributions according hereto.



**ARTICLE 3. USE OF GANIL-SPIRAL2 FACILITIES**

- 3.1. Scientists, engineers, PhD and Master degree students from Poland will be reimbursed for their travel and subsistence expenses, according to the rules in force at GANIL-SPIRAL2 up to 1 500 days within 5 years duration of the Agreement at GANIL-SPIRAL2, in order to carry out all activities related to joint projects (experiments, instrumentation and theory) at GANIL-SPIRAL2.
- 3.2. COPIN Consortium will become member of the Scientific Partners Committee (SPC) and nominate one representative to participate in the SPC meetings. COPIN Consortium may propose the participation in the SPC of representatives from its respective scientific laboratories as defined in the SPC terms of reference.
- 3.3. COPIN Consortium will have the right to have a member of the GANIL Scientific Council and of the Program Advisory Committee. He/she will be jointly proposed by the GANIL Director and the COPIN Chair, subject to approval by the CODIR.

**ARTICLE 4. BILATERAL PARTNERSHIP COMMITTEE**

- 4.1. Appointment and role of the Bilateral Partnership Committee  
A Bilateral Partnership Committee is created between COPIN Consortium and GANIL in order to:
  - a) Summarize the scientific achievements resulting from this Agreement and discuss the future research activities,
  - b) Present a report of the use of GANIL/SPIRAL2 facilities by the COPIN members,
  - c) Control the payment of the yearly contribution mentioned in Article 2.1 and the utilization that was/will be made of this contribution,
  - d) Specify and approve the bilateral needs for in-kind contribution and the value of the approved contributions,
  - e) Account for the realized in-kind contributions, in particular their value,
  - f) Account for the reimbursement to COPIN members of the travel and subsistence expenses mentioned in the Article 3.1,
  - g) Address any bilateral issue between COPIN and GANIL,
  - h) Summarize all in-kind contributions on the end of the 5-year term, allowing GANIL to send an invoice for the difference, if any, to be paid in cash by COPIN.The Bilateral Partnership Committee shall make its best efforts to agree on all decisions by consensus.
- 4.2. Composition of the Bilateral Partnership Committee  
The Bilateral Partnership Committee is composed of 3 members of each Party. For GANIL, the 3 members are the Director, Deputy Director and the Head of the Physics Group. For COPIN: the Director General of IFJ PAN (COPIN coordinating institution), Chair of COPIN and a representative from one of the COPIN institutions (nominated by the COPIN Chair).
- 4.3. Meetings of the Bilateral Partnership Committee  
The Bilateral Partnership Committee shall meet at least once a year on a regular basis, and as necessary upon request of one Party in case an issue occurs. The meetings take place alternatively at each Party's premises. Date, agenda and other





details shall be mutually agreed upon by the representatives and sent out by the Party hosting the meeting, not later fifteen days prior to the meeting. Meetings can also be set up remotely by videoconference or any other means of telecommunication.

Each Party may invite experts depending on the agenda of the meeting.

The Chair of the meeting will be alternating between the GANIL Director (first year) and the COPIN Chair. The Chair shall be responsible for drafting the minutes of the meeting and distributing them among other representatives within 2 weeks. The draft minutes will be considered as accepted by the other representatives, if there is no objection in writing to the Chairperson within fifteen calendar days from receipt, unless otherwise agreed upon during the meeting.

## **ARTICLE 5. EXCHANGE OF INFORMATION AND DATA**

- 5.1. Parties shall inform each other of activities relevant to cooperation on the subjects referred to in Article 1 of this Agreement, subject to the rules and procedures of each Party. Relevant documentation shall be communicated to the other Party, to the extent possible, and each Party shall be entitled to submit contributions and participate in discussions.
- 5.2. Each Party shall provide the other Party with all information necessary for the cooperation and the implementation of the activities agreed under this Agreement, subject to its own rules and procedures on exchange of information.
- 5.3. The disclosing Party may decide that disclosure to any person permitted under this Agreement shall be subject to confidentiality. Disclosure shall be limited to what is necessary for the purposes of the Agreement.
- 5.4. The receiving Party shall use the information and data within the limits provided for by the disclosing Party.
- 5.5. Unless otherwise provided in the implementing arrangement, confidentiality obligations shall continue to be in force following expiration or termination of this Agreement.

## **ARTICLE 6. EXPORT CONTROL**

All activities under this Agreement will be conducted in compliance with applicable export control and economic sanction laws and regulations. Each Party shall not knowingly transfer any export-controlled item, data, or services, including the transfer to persons employed by, associated with, or under contract to the Party or the Party's Subcontractors, without the authority of an export license, agreement, or applicable exemption or exception. To the extent that information disclosed is export controlled the Parties agree to comply with all regulations regarding its use, disclosure, export, and transfer.

## **ARTICLE 7. EXCHANGE OF PERSONNEL AND EQUIPMENT**

- 7.1. Under this Agreement an exchange of relevant personnel may be undertaken to pursue the cooperative activities referred to in Article 1. Subject, and without



prejudice, to the rules and regulations governing such personnel's presence at the host Party, including in particular the rules of conduct and safety, such personnel shall remain under the authority of the employing Party and shall accomplish work as defined by the Parties in the implementing arrangements.

- 7.2. The exchange of personnel does not change their administrative status towards their employer, including but not limited to the latter's obligations concerning the provision of health and social insurance. Each Party shall not be held liable for any act related to the personnel referred to in this Article.
- 7.3. Any equipment or any other item contributed by a Party under this Agreement shall conform to the rules and procedures in force at the host Party where it will be installed and operated.
- 7.4. French law is applicable, in the case personnel is hosted or equipment is installed on French soil and except when superseded by provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## **ARTICLE 8. INTELLECTUAL PROPERTY**

- 8.1. The production of intellectual property by one of the Parties, under this Agreement, does not provide any proprietary rights to the other Party.
- 8.2. Title in intellectual property developed by a Party in the execution of this Agreement shall be vested in that Party, who shall grant the other Party a free, non-exclusive license for the use of such intellectual property in the execution of its scientific programme.
- 8.3. When intellectual property is developed jointly by the Parties, they shall grant each other a free, non-exclusive license for the use of such intellectual property in the execution of their scientific programmes.
- 8.4. The providing Party provides no warranty with respect to intellectual property made available by it under this Agreement, and the receiving Party shall hold the providing Party (including, as the case may be, its partners and contractors) free and harmless from any liability arising from its use.
- 8.5. It is agreed that the use of intellectual property for commercial purposes by the receiving Party is subject to prior written agreement by the providing Party.

## **ARTICLE 9. PUBLICATION**

Always subject to the above obligation on confidentiality and intellectual property:

- 9.1. The Parties, except for activities covered by Article 8.3 above, shall strive to jointly publish the results of their co-operation as publications open to the general public.
- 9.2. Publications shall acknowledge the collaboration between the Parties, including, whenever appropriate, the experts having contributed to the results covered by the publication.

**ARTICLE 10. LIABILITY**

- 10.1. Each Party shall bear its own loss and damage in connection with this Agreement and not make claims on the other Party, including claims with respect to injury, death or damage with respect to its personnel or its contractors and their personnel, except as provided in Articles 7.2, 8.4 and 10.2. It is understood that the foregoing is without prejudice to the settlement of any claims submitted by one Party's personnel, contractors or their personnel to the other Party on the basis of acts or omissions by the latter.
- 10.2. The responsible Party shall indemnify the host Party for its loss and damage resulting from gross negligence or wilful misconduct, or a violation of the rules of conduct and safety in force at the host Party. The responsible Party shall not be liable for any consequential loss or damage, such as loss of income or of availability of data or equipment.
- 10.3. French law is applicable, where the personnel is hosted or equipment is installed on French soil and except for CISG provisions.

**ARTICLE 11. LIAISON AND PUBLIC RELATIONS**

- 11.1. The Parties shall designate contact persons for the areas of cooperation mentioned in Article 1 to this Agreement.
- 11.2. The contact persons shall in particular coordinate actions relating to the implementation of this Agreement and take measures to facilitate further development of cooperative activities. Such contact persons shall be the ordinary channels for the Parties' communication of proposals for cooperation.
- 11.3. This Agreement is signed in duplicate in English. All correspondence and other communication between the Parties shall be in English.
- 11.4. Each Party may undertake to co-ordinate with the other in advance concerning its own or joint public relations activities related to the subjects covered by this Agreement.
- 11.5. In all relevant public relations, the role of each Party should be clearly identified and mentioned.

**ARTICLE 12. ARBITRATION**

The Parties will try to settle amicably any disputes that may arise. If this is not successful, they will jointly appoint an arbitrator whose decision will be binding for both parties.

**ARTICLE 13. AMENDMENTS AND VARIATIONS**

- 13.1. This Agreement may be modified by mutual consent. The Party wishing to amend a provision of this Agreement shall notify the other Party in writing. Any amendment





shall enter into force when each Party has notified the other in writing of its acceptance of the said amendment in accordance with its own procedure.

- 13.2. Within the framework of this Agreement, the Parties may further stipulate agreements specifying their particular rights and obligations related to the in-kind contributions, in particular, agreements including details of timetables, technical specifications and budgets including their variations. Before entering into any of such agreement, both parties are entitled to ask other party for providing a list of potential variations, i.e. conditions, reasoned on an objective basis, under which each party may propose changes to these agreements, in particular, changes imposing significant adjustments of timetables, technical specifications and budgets. Such proposals shall be subject to discussion and agreement of the Parties within the framework hereof.

#### **ARTICLE 14. ENTRY INTO FORCE AND DURATION**

- 14.1. This Agreement is a binding bilateral agreement, concluded for 5 years and may be extended by mutual consent. The Agreement is valid on the day of its signing by the Parties, however it comes into the force when the financing will be granted by the Polish Ministry or funding agency. If such financing is not granted the agreement does not come into force.
- 14.2. Notwithstanding Article 14.1, either Party may terminate this Agreement at any time by giving six months' notice in writing to the other Party, and the Parties may terminate this Agreement jointly at any time.
- 14.3. Except as agreed in writing by the Parties, obligations under this Agreement shall continue to be in force after the expiration or termination of this Agreement, to the extent necessary to secure the implementation still effective on the date upon which this Agreement ceases to have effect.

June 28, 2024

For GANIL –SPIRAL2

Director of GANIL  
Dr. Patricia ROUSSEL-CHOMAZ  
and by delegation  
Deputy Director of GANIL  
Dr. Fanny FARGET

For the Henryk Niewodniczański Institute of Nuclear  
Physics, Polish Academy of Sciences (IFJ PAN)  
Director General of IFJ PAN  
Prof. dr. Tadeusz LESIAK

For COPIN Consortium  
Chair of COPIN  
Prof. dr. Adam MAJ





## Annex 1. In-kind contributions of COPIN Consortium

### A1. Description of potential in-kind contributions

*COPIN institutions and GANIL are already connected through different projects of gamma detection such as AGATA, PARIS, NEDA, TAS array, EXOGAM. These can be the subject of possible in-kind exchange, as well as further instrumentation, such as targets, dedicated electronics, or any in-kind relevant for the collaboration between COPIN and GANIL in the fields of nuclear physics, which shall be defined each year by the partnership committee during the time of the present agreement*

### A2. Estimated value of in-kind contribution

The total cash equivalent of COPIN in-kind contributions will depend on the annual contributions. Based on Article 3.1, the in-kind contribution, 1 000 000 Euro, will be summed during 5-year period. The eventual remaining balance will be paid in cash at the end of 5-year period.

### A3. Transfer of in-kind contributions

In-kind contributions in compliance with Polish regulations, can temporarily become the property of the IFJ PAN or other laboratories of the COPIN consortium, before they become the property of GANIL-SPIRAL2 in compliance with French regulations. The following acceptance procedures should be applied by GANIL-SPIRAL2 with the assistance of IFJ PAN or relevant laboratories of the COPIN consortium before the transfer of the ownership:

- Technical Acceptance
- Financial Assessment.

The in-kind contributions, as specified in section A1, become the property of GANIL- SPIRAL2 (i.e. the ownership is transferred) by signing the Legal Acceptance protocol by both Parties. The risk in respect to in-kind contributions, as specified in section A1, passes to GANIL- at the latest at the time of the transfer of the legal ownership.

### A4. Outstanding in-kind contributions

In-kind contributions agreed as part of this Scientific Partnership Agreement that have not become the property of GANIL or of the COPIN institutions according to the criteria of Article A3 at the end of the Agreement shall be accounted for in one of two ways:

#### A4.1 In the case that a subsequent Scientific Partnership between the parties is agreed:

Outstanding in-kind contributions transferred to the ownership of GANIL within two years after the date of expiry of this agreement may be backdated to fulfill Article 4 of this Scientific Partnership Agreement. Alternatively, and if agreed by both Parties, they may count towards the subsequent Agreement period. Outstanding in-kind balance according to Article 4 of this Agreement shall be paid in cash within two years after the expiry of this agreement.

#### A4.2. In the case that no subsequent Scientific Partnership is agreed between the Parties:

Outstanding in-kind contributions transferred to the ownership of GANIL-SPIRAL2 within a reasonable time after the date of expiry of this agreement may be backdated to fulfill Article 4 of this Scientific Partnership Agreement. Outstanding in-kind balance according to Article 4 of this Agreement shall be paid in cash, or, in exceptional case and if agreed by the parties, delivered in-kind by two years after the expiry of this agreement.





## Annex 2. In-kind contributions of GANIL

### A1. Description of potential in-kind contributions

*The GANIL in-kind contributions shall be defined each year by the partnership committee during the time of the present agreement.*

### A2. Value of in-kind contribution

The total cash equivalent of GANIL in-kind contributions amounts to 200 k€ (40 k€x5)

### A3. Transfer of in-kind contributions

In-kind contributions, in compliance with French regulations, can temporarily become the property of the GANIL, before they become the property of IFJ PAN or other laboratories of the COPIN consortium in compliance with French regulations. The following acceptance procedures should be applied by IFJ PAN or relevant laboratories of the COPIN consortium with the assistance of GANIL-SPIRAL2 before the transfer of the ownership:

- Technical Acceptance
- Financial Assessment.

The in-kind contributions, as specified in section A1, become the property of IFJ PAN or relevant laboratories of the COPIN consortium (i.e. the ownership is transferred) by signing the Legal Acceptance protocol by both Parties.

The risk in respect to in-kind contributions, as specified in section A1, passes to IFJ PAN or relevant laboratories of the COPIN consortium at the latest at the time of the transfer of the legal ownership.

### A4. Outstanding in-kind contributions

In-kind contributions agreed as part of this Scientific Partnership Agreement that have not become the property of IFJ PAN or relevant laboratories of the COPIN consortium according to the criteria of Article A3 at the end of the Agreement shall be accounted for in one of two ways:

#### A4.1 In the case that a subsequent Scientific Partnership between the parties is agreed:

Outstanding in-kind contributions transferred to the ownership of IFJ PAN or relevant laboratories of the COPIN consortium within two years after the date of expiry of this agreement may be backdated to fulfill Article 4 of this Scientific Partnership Agreement. Alternatively, and if agreed by both Parties, they may count towards the subsequent Agreement period. Outstanding in-kind balance according to Article 4 of this Agreement shall be paid in cash within two years after the expiry of this agreement.

#### A4.2. In the case that no subsequent Scientific Partnership is agreed between the Parties:

Outstanding in-kind contributions transferred to the ownership of IFJ PAN or relevant laboratories of the COPIN consortium within a reasonable time after the date of expiry of this agreement may be backdated to fulfill Article 4 of this Scientific Partnership Agreement. Outstanding in-kind balance according to Article 4 of this Agreement shall be paid in cash, or, in exceptional case and if agreed by the parties, delivered in-kind by two years after the expiry of this agreement.