

MEMORANDUM OF UNDERSTANDING

Between:

Cornell University (“Cornell”), for and on behalf of Cornell Laboratory for Accelerator based Sciences and Educations (CLASSE), Ithaca, New York (USA)

And:

The European Organization for Nuclear Research (“CERN”), an intergovernmental Organization with its seat at Geneva, Switzerland, for the benefit of CERN’s **CLIC Study**,

Cornell and CERN are hereinafter referred to individually as “Party” or collectively as “Parties”.

Considering:

CERN’s CLIC (Compact Linear Collider) study consists in the development of instrumentation to measure the beam size in the CLIC damping ring linac based on ODR technology.

CLASSE’s project consists in the installation of prototype ODR beam size monitor in CESR and test with low emittance electron beams.

The mutual benefit that the Parties would derive from a collaboration between them;

Cornell not being a member of the CLIC collaboration, the Parties decided to sign the present MOU;

1. General

In order to facilitate international academic exchange, to develop academic and scientific relationships, and in support of collaborative research activities, the Parties agree to establish this MOU as a framework for their collaboration.

2. Addenda

The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon in writing by the Parties, in Addenda to this MOU, prior to the initiation of that activity. These Addenda shall be subject to the terms of this MOU and shall be attached hereto.

3. Academic Freedom

Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken in the scope of the projects contemplated by this MOU by or under the direction of the Parties.

4. Non-Discrimination

The Parties agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. The Parties shall abide by these principles in the execution of this MOU, and the Parties shall not impose criteria for the exchange of employees, agents or students that would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this MOU and any related agreements. Employees, agents and students of the Parties will be cognizant of and abide by the laws applicable at the host Party.

5. Intellectual Property and publications

Information disclosed under this agreement by one Party to the other Party shall not create any proprietary right in respect of such information for the receiving Party.

Title in intellectual property developed by a Party in the execution of this MOU shall be vested in that Party, who shall grant a free, non-exclusive license for the use of such intellectual property to the other Party for the execution of this MOU, whether by itself or through its employees or agents.

If title in intellectual property is jointly vested in the Parties, they shall agree on the making available to third parties of such intellectual property, provided that in any event, they shall grant to each other a free, non-exclusive license for the use of such intellectual property for the execution of this MOU, whether by themselves or through their employees or agents.

The providing Party provides no warranty in respect of intellectual property made available by it under this MOU, and the receiving Party shall hold it free and harmless from any liability arising from its use (including, as the case may be, by its employees or agents) of such intellectual property.

The Parties shall strive to have any articles concerning the activities under this MOU under Open Access conditions.

6. Export Compliance

Each Party agrees to comply with applicable export laws, regulations, embargos and sanctions. Unless authorized by applicable license or regulation, neither Party will export or re-export, at any time any technical information or software, furnished or developed under this MOU where this is prohibited under such applicable export laws, regulations, embargos or sanctions.

7. Indemnification

The Parties shall each indemnify and hold harmless the other for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying Party, its employees or agents in the execution of this MOU.

Notwithstanding the foregoing, the Parties shall in no event be liable to each other for any consequential loss or damage, such as loss of income, and each Party shall be exclusively liable for its use, including through any licensing or sub-contracting, of the results of the activities undertaken by the Parties under this MOU.

8. Insurance

Each Party shall be responsible for maintaining its own liability insurance in amounts deemed appropriate for its operations under this MOU.

Employees, agents and students of a Party participating in activities contemplated by this MOU, shall have adequate social/health insurance cover. This insurance cover must include cover against the financial consequences of illness and accidents that is adequate and sufficient at the location of the host Party.

9. Conduct

Employees, agents and students of the Parties must abide by the rules and regulations of the host Party, in particular those concerning safety.

10. Use of Name

Neither Party shall refer to this MOU or use the name of the other Party, or that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This prohibition shall not apply to publicly available documents that identify the existence of this MOU.

11. Non-Assignment

Neither Party to this MOU shall assign any duty or responsibility arising hereunder without the written consent of the other Party.

12. Relationship of Parties

This MOU shall not be construed to create a relationship of partners, employees, servants or agents as between Parties. The Parties to this MOU are acting as independent contractors.

13. Designee/Notice

The below named individuals are representatives of the respective Parties responsible for the development and coordination of the specific activities contemplated by this MOU. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For Cornell

Name: Ritchie Patterson

Title: CLASSE Director

For CERN

Name: Steinar Stapnes

Title: Project Leader, CLIC Study at CERN

14. Travel Warning Countries

When student exchange involves Cornell undergraduate students traveling to a country under a U.S. Department of State Travel Warning, such travel requires prior approval from Cornell's International Travel Advisory and Response Team (ITART). Should the exchange not be approved, modifications to the originally proposed exchange schedule to address the concerns of ITART will be mutually agreed upon in writing.

15. Termination

This MOU and any Addendum to this MOU may be terminated at any time by a Party for material breach upon provision of written notice to the other Party, and a reasonable opportunity to cure. Termination may also occur for any reason upon one month written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Addenda.

Notwithstanding termination of this MOU, howsoever caused, its provisions shall survive its termination to the extent necessary to give effect to any rights or obligations that have accrued prior to the effective date of termination.

16. Effective Date/Term

This MOU shall become effective upon signature of all parties and shall expire three years after such date unless there are active Addendum(a) operating under this MOU, in which case the MOU will be automatically extended until the termination of the concerned Addendum(a) (however, no new Addendum(a) shall be undertaken after the original MOU expiration date). This MOU shall be reviewed in its final year and may be extended by mutual written agreement of the Parties.

17. Language of Execution

Although all languages are deemed equally authentic, should this MOU be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of terms. All notices, communications and proceedings under this MOU shall be delivered/conducted in English.


18. Entire Agreement/Modification

This MOU constitutes the entire agreement between the Parties concerning the subject matter and may be amended only in writing signed by all Parties.

For Cornell

Name: Robert Buhrman

Title: Vice Provost for Research

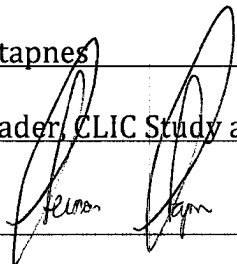
Signature: 

Date: July 11, 2012

For CERN

Name: Steinar Stapnes

Title: Project Leader, CLIC Study at CERN

Signature: 

Date: 25/6 - 2012