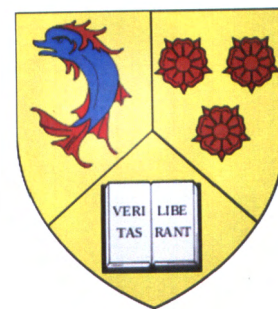




CNR - SE. - ACCETTAZIONE
CONSEGNATA AL PROTOCOLLO
20 MAG 2016



Servizi Gen. Sede Centrale
Unione Accettazione Corrispondenza
PERVENUTA IL

3	20 MAG. 2016	

ACCORDO DI COLLABORAZIONE

TRA

CONSIGLIO NAZIONALE DELLE RICERCHE

E

UNIVERSITA' DI GRENOBLE

AMMCNT - CNR - Amministrazione Cen
Tit. . Cl: F:
N. 0036526 20/05/2016





**Collaboration agreement
on the management and financing
of the IN13 CRG - 2016-2020**

Between

Il Consiglio Nazionale delle Ricerche (referred to below as the "CNR")
7, Piazzale Aldo Moro
00185 Rome, Italy
Represented by its President Massimo Inguscio

referred to below as "the Italian Partner",

the Université Grenoble Alpes (referred to below as the "UGA")
Bâtiment "Présidence"
Domaine Universitaire de Saint Martin d'Hères, 621 avenue Centrale
CS 40700 Grenoble
Represented by its President Lise Dumasy

referred to below as "the French Partner",

individually referred to below as "the Partner" and collectively as "the Partners",

Preamble

This Collaboration agreement (referred to below as the "Agreement") is part of the five-year (5) CRG-A (Collaborating Research Group) contract on the use of the IN13 instrument (described at <http://www.ill.eu/instruments-support/instruments-groups/instruments/in13>). The contract will be signed between the Institut Max von Laue – Paul Langevin (referred to below as the ILL) and the UGA. The contract is referred to below as the "IN13 CRG Contract".

Article 1: Purpose of the Agreement

This Agreement specifies the scientific, administrative and financial conditions agreed between the Partners of the CRG for the use of the IN13 instrument for the duration of the IN13 CRG Contract.

Article 2: The IN13 CRG Steering committee

A Steering committee shall be established which shall meet at least once per year.

It shall be composed as follows:

- The President of the UGA or his/her representative,
- The President of the CNR or his/her representative,
- The Italian representative in charge of the CRG,
- The French representative in charge of the CRG,
- A representative of the Italian scientific community, appointed by the CNR,
- A representative of the French scientific community, appointed by the UGA,

Its role shall be:

- to assess the scientific and financial reports presented by those in charge of the IN13 CRG,
- to define the scientific and financial orientation of the IN13 CRG,
- to appoint the scientific representatives on the Scientific committee,
- to check and approve the programme of expenditure forecast for the IN13 CRG Contract, which is proposed by the Executive committee.

The Steering committee may legitimately deliberate:

- if 4 of its members are present or represented, including 2 French members and 2 Italian members,
- and if the UGA and the CNR are represented.

Decisions shall be approved by a unanimous vote of the members present or represented.

Article 3: The IN13 CRG Scientific committee

50% of the beamtime used by the CRG-A is allocated directly by the IN13 CRG Scientific committee; another 50% is allocated by the ILL scientific committees.

An IN13 CRG Scientific committee shall be established, composed as follows:

- one Italian scientist and one French scientist responsible for the instrument,
- two representatives from the scientific teams working within the CRG,
- two representatives from the scientific community concerned (not members of the CRG).

The Scientific committee shall meet at least once a year and may engage the support of any person necessary for its deliberations.

It is the Scientific committee's role to select and supervise over the medium term the experimental programme carried out with the 50% share of beamtime allocated to the IN13 CRG, taking into account:

- the scientific programme as it has been defined for the CRG's project,
- scientific criteria (feasibility and scientific case of the projects),
- the financial contribution made by the Partners,
- the priority that has been given to projects studying biological and biophysical systems.

Article 4: The IN13 CRG Executive committee

The Executive committee of the IN13 CRG is responsible for the overall organisation of the CRG: evaluation of staffing requirements (technical, post-doctoral, short-term collaborators), examination and selection of applications with a view to recruitment; convening of the different committees; purchasing and accounts.

It shall establish the programme of expenditure necessary for the IN13 CRG, together with an expenditure time schedule over two budgetary years, and submit these for approval to the Steering committee.

The Executive committee reports to the Steering committee.

It is composed of the following two officials:

- *The Project leader* (who shall be the ILL's interlocutor)
The main project leader is provided by the Italian Partner (CNR).
Francesca Natali,
CNR - Istituto Officina dei Materiali (IOM) - Operative Group Grenoble c/o ILL
71 avenue des Martyrs, CS 20156, 38042 Grenoble Cedex 9
Tel: 04 76 20 70 71 // Fax: 04 76 48 39 06
Email: natali@ill.fr

- *The Co-project leader*

Judith Peters,

Université Grenoble Alpes, c/o ILL,

71 avenue des Martyrs, CS 20156, 38042 Grenoble Cedex 9

Tel: 04 76 20 75 60 // Fax: 04 76 20 76 88

Email: jpeters@ill.fr

Article 5: Financial contributions

The Partners' financial contributions consist of:

a) the salaries of the instrument scientists, amounting to a total of 550 000 euros for the five years of this Agreement, to be provided as follows by the Partners:

- Italian Partner (CNR): the salary of the Italian project leader, a total of 280 000 euros, over the five years of this Agreement
- French Partner: the salary of the French project leader, who devotes 50% of his/her time to the project, a total of 270 000 euros, over the five years of this Agreement

b) the recurrent costs, expenditure on equipment and temporary staff, for a total of 645 000 euros for the five years of this Agreement, to be provided as follows by the Partners:

- Italian Partner: 422 500 euros for the five years of this Agreement, provided annually as set out in the table below,
- French Partner: 222 500 euros for the five years of this Agreement, provided annually as set out in the table below:

Year	UGA	CNR	TOTAL
2016	44.5 k€	84.5 k€	129 k€
2017	44.5 k€	84.5 k€	129 k€
2018	44.5 k€	84.5 k€	129 k€
2019	44.5 k€	84.5 k€	129 k€
2020	44.5 k€	84.5 k€	129 k€
Total	222.5 k€	422.5 k€	645 k€

The overall contribution of the Partners turns out as follows:

- Italian Partner: 58.0%
- French Partner: 42.0%

Any change in the financial contribution of the Partners shall be set out in an amendment to the present Agreement.

Article 6: Management of the financial contributions and justification of expenditure

The Partners shall establish a management amendment to be signed in the first six months of 2016 covering the management of the Partners' financial contributions and the justification of the Partners' expenditure on the IN13 CRG.

Article 7: Future of the equipment

Any equipment representing an improvement to, or renovation of, instrument IN13 shall remain the property of the ILL, as specified in the IN13 CRG Contract.

Any equipment not specific to the instrument shall be recorded on the Partners' inventories.

Article 8: Intellectual property - Use of results

Each of the Partners shall retain ownership of all data, methods, procedures, know-how, including all rights and titles to intellectual property of which it was the owner before the signature of this Agreement.

The results obtained within the framework of this Agreement shall be deemed to be owned in common by the Partners.

Should the results obtained under the Agreement appear to require patent protection or to be suitable for commercial exploitation, the Partners shall agree on the conditions of such protection or exploitation.

Article 9: Confidentiality - Publication

Both Partners agree to consider as confidential all information obtained in the framework of this Agreement of any kind concerning the work and results of the other Partner, and not to disclose this information without the approval of the other Partner.

Any publications or communications made in the framework of this Agreement shall require the prior authorisation of the Partners' appointed representatives cited in article 2 above.

The Partners may decide to defer disclosure of results and information obtained in the framework of this Agreement and sensitive in nature, particularly if the information is liable to be patented or further exploited. The length of the deferral period shall be limited to eighteen (18) months, counting from the date of the request to publish, except in the case of the exploitation of know-how. The Partners shall in this case agree on the content of the know-how required to be kept secret, and the length of the embargo.

These measures shall not, however, prevent researchers fulfilling their statutory obligation to present their work in their activity report.

The conditions above do not apply to information which:

- is already in the public domain at the time it is communicated, or which would subsequently enter the public domain without fault or negligence on the part of the Partner receiving it,
- is communicated by a third party to the Partner without obligation to keep it confidential,
- was already in the possession of the Partner prior to it being communicated.

Article 10: Duration, modifications, settlement of disputes

This Agreement shall enter into force as soon as it has been signed by both Partners. It shall end on 31 March 2021.

-Any modification to the terms of the Agreement shall require a joint decision by the Partners, formalised in the form of an amendment to the Agreement.

In the event of disagreement as regards the interpretation or performance of the Agreement, the Partners shall examine the possibility of an amicable and satisfactory solution. If this is not possible, the Partners shall seek external expertise.

Article 11: General provisions

The ILL's general conditions for CRGs apply to this Agreement, without prejudice to the specific provisions of this Agreement.

Il Consiglio Nazionale delle Ricerche

Represented by

Massimo INGUSCIO

date

11/04/2016

signature

Université Grenoble Alpes

Represented by

Lise DUMASY

date

18/04/2016

signature

Letter of intent between the CNR and the ILL on the possible partial pre-financing of the Italian contribution to the CRG IN13.

The Consiglio Nazionale delle Ricerche (CNR) and the Université Grenoble Alpes (UGA) are operating the CRG instrument IN13 at the ILL. The parties are in the process of finalising the renewal of the contract for the upgrade and operation of the instrument at the ILL until the end of 2020.

CNR is actively looking for completing the required funding to secure its obligations towards the operation of the CRG instrument IN13. To allow CNR to commit to the legal framework before having finalised the securing of the corresponding funds, the parties agree to pre-finance if necessary the CNR contribution at a maximum level of 19.5 k€ per year from the dedicated in-kind contribution available to IN13.

The CNR and the ILL are looking forward to a continuous successful operation of IN13.

For the CNR

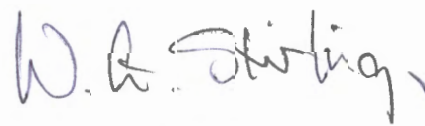
Rome,



Prof. Massimo Inguscio

For the ILL

Grenoble



Prof. William G. Stirling