



ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA

il Direttore

**Istituto Nazionale di Geofisica
e Vulcanologia
Aoo INGV**

Protocollo Generale - U

N. 0005126

del 08/04/2019



Gestione WEB

Ai Direttori di Dipartimento

Ai Direttori di Sezione

Al Responsabile del Centro Servizi per il Coordinamento delle Attività

a Supporto della Ricerca

Alla Segreteria della Presidenza

Oggetto: Pubblicità atti

Si notifica in copia l'allegata Delibera n. 40/2019 del 15/03/2019 – Allegato N al Verbale n. 02/2019 concernente: Accordo di Collaborazione tra l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e il Joint Research Centre of the European Commission (JRC) e l'Università e gli Enti di Ricerca dell'area pisana.

Tullio PEPE



Delibera n. 40/2019

Allegato N al verbale n. 02/2019

Oggetto: Accordo di collaborazione tra l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e il Joint Research Centre of the European Commission (JRC) e l'Università e gli Enti di Ricerca dell'area pisana.

IL CONSIGLIO DI AMMINISTRAZIONE

- VISTO il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);
- VISTO il Decreto legislativo 25 Novembre 2016, n. 218, recante "Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge n. 124/2015";
- VISTO lo Statuto dell'INGV, approvato con Delibera del Consiglio di Amministrazione n. 372/2017 del 9 giugno 2017, come modificato con Delibere del Consiglio di Amministrazione n. 424/2017 del 15 settembre 2017 e n. 501/2017 del 21/12/2017, e pubblicato sul Sito WEB istituzionale (Avviso di emanazione pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 27 del 2 febbraio 2018);
- VISTO il Regolamento di Organizzazione e Funzionamento dell'Istituto Nazionale di Geofisica e Vulcanologia emanato con Decreto del Presidente n. 45 del 21/02/2018, pubblicato sul sito istituzionale;
- VISTO il Regolamento del Personale, emanato con Decreto del Presidente n. 118/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;
- VISTO il Regolamento di Amministrazione, Contabilità e Finanza, emanato con Decreto del Presidente n. 119/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;
- VALUTATA l'opportunità di sottoscrivere l'Accordo di Collaborazione con il Joint Research Centre of the European Commission (JRC) e l'Università e gli Enti di Ricerca dell'area pisana;
- CONSIDERATO che le Parti, con il presente Accordo di Collaborazione, istituiscono una cooperazione internazionale finalizzata a contribuire in modo più efficace alla comprensione e alla risoluzione di questioni scientifiche e a garantire che le scoperte, le invenzioni e le creazioni generate in base al presente Accordo siano utilizzate in modo significativo per l'interesse pubblico;
- VISTI i pareri favorevoli dei Direttori di Sezione e di Dipartimento;
- su proposta del Presidente,

DELIBERA

L'approvazione dello schema di Accordo di Collaborazione tra l'Istituto Nazionale di Geofisica e Vulcanologia (INGV) e il Joint Research Centre of the

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European Commission (JRC) e l'Università e gli Enti di Ricerca dell'area pisana, allegato alla presente quale parte integrante e sostanziale (all. 1).

Viene dato mandato al Presidente dell'INGV alla sottoscrizione definitiva dell'atto in questione.

Letto, approvato e sottoscritto seduta stante.

Roma, 15/03/2019

La segretaria verbalizzante
(Sig.ra Silvana TUCCI)

Silvana Tucci

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

[Signature]

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(Note: words in italics are instructions to the user who has to adapt the template to the situation at hand)

COLLABORATION AGREEMENT

The **Joint Research Centre of the European Commission**, located at [add address of the Directorate or for agreements signed by the DG/DDG, address in Brussels] represented for the purpose of signing this Agreement by [to be added], [Director-General or Director of Directorate [to be added] of the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

and

[name of the counterparty to be added],
with the registered address at [to be added],
[further identification of the counterparty as necessary to be added],
represented for the purpose of signing this agreement by [name of the signing person to be added], [function of the signing person to be added], duly entitled to sign,

(hereinafter referred to as '**[to be added]**').

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.



PREAMBLE

WHEREAS:

(description of factual background)

[to be added] is a research institute, whose mission is to support the cooperative research in the field of [to be added].

As the science and knowledge service of the European Commission, the Joint Research Centre's mission is to support EU policies with independent evidence throughout the whole policy cycle.

Through its Directorate [to be added] in [to be added], the JRC conducts research in the field of [field relevant for the envisaged collaboration to be added].

Through joint efforts of [to be added] and the JRC, new approaches can be identified and developed in the areas of [to be added], thus working to the mutual benefit of both organisations in the achievement of their objectives.

The Parties have expressed their mutual desire to co-operate in the field of [to be added] and are for that purpose signing this Collaboration Agreement.

THE PARTIES HAVE AGREED AS FOLLOWS:

a) **ARTICLE 1 – OBJECTIVES OF THIS COLLABORATION AGREEMENT**

- 1.1 The general objective of this Collaboration Agreement is to contribute more effectively to understanding and resolving scientific issues in the field of [to be added] and to ensure that discoveries, inventions and creations generated under this Collaboration Agreement are utilized in ways most likely to benefit the public.
- 1.2 This Collaboration Agreement will, in particular, have the following objectives:
 - b) To obtain the scientific data needed to [to be added].
 - c) To improve the co-ordination and effectiveness of co-operation efforts between [to be added] and the Commission in the field of [to be added].
 - d) To promote mutual interest and co-operation in understanding and resolving [to be added] issues.
 - e) To deepen the understanding of the scientific, economic and social issues relating to [to be added].
 - f) [any other objective identified by the Directorate in function of the field of research to be added].

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- 1.3** In order to fully achieve the objectives of this Collaboration Agreement, the Parties will take the following actions: *(please choose and/or add new actions as appropriate for your envisaged collaboration)*
- a) Joint identification of [to be added] issues to be investigated and the development of innovative and cost-effective approaches to improve [to be added].
 - b) Initiate and maintain a dialogue on matters of [to be added], exploring possibilities for developing research projects of mutual interest.
 - c) Joint participation in the execution of personnel development and training programs.
 - d) Set-up of a joint infrastructure to [to be added].
 - e) Jointly establish training programs in various areas, for example, [to be added].
 - f) Exchange appropriate scientific and technological information, for example, through conducting occasional seminars and workshops.
 - g) Support the training of scientists, engineers and technical experts, for example, through the exchange of personnel.
 - h) Harmonise established analytical procedures and promote these methods to end-users internationally.
 - i) Work jointly to develop initiatives for obtaining, financing and implementing the research projects of mutual interest.
 - j) Participate in the execution of on-going programs, projects and related activities of mutual interest to the Parties.
 - k) Identify any other action that they deem appropriate to achieve the objectives of this Collaboration Agreement.
- 1.4** In case of joint projects in accordance with Article 1.3, the Parties may, prior to commencing a project and on a case-by-case basis, conclude a specific written agreement (hereinafter referred to as '**the specific agreement**') detailing the specifics of the joint project and which shall in particular cover any necessary technical and legal (including the responsibilities of each Party and intellectual property rights) aspects.
- 1.5** The duration of the specific agreement may exceed the duration of this Collaboration Agreement with a maximum of six months provided that the execution of tasks under the specific agreement has started during the duration of the Collaboration Agreement. All provisions of this Collaboration Agreement shall be applicable mutatis mutandis to the specific agreement, unless derogated by specific provisions according to Article 1.6 of this Collaboration Agreement.
- 1.6** If case of conflict between the provisions of the specific agreement and this Collaboration Agreement, the provisions of the Collaboration Agreement will prevail unless the conflicting provision in the specific agreement is introduced by the phrase "*By derogation from the Collaboration agreement ...*" in which case that provision of the specific agreement prevails over the Collaboration Agreement. However, the Parties may not derogate from the following Articles of this Collaboration Agreement: 1.5, 1.6, 2, 3, 7, 11 and 12.

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ARTICLE 2 – ROLES AND RESPONSIBILITIES OF PARTIES

- 2.1 Each party agrees to delegate the University of Pisa to act as the intermediary between the JRC and the research ecosystem of Pisa (namely UNIPI, SNS, SSSA, CNR, INFN, EGO, INGV).
In particular UNIPI will promote and facilitate the communication, will collect and transmit to JRC documents and information connected with this Collaboration Agreement.
- 2.2 Each Party will be responsible for its personnel in relation to activities undertaken pursuant to this Collaboration Agreement or the specific agreement. For the purposes of this Collaboration Agreement and the specific agreement, '**personnel**' shall mean all persons associated with one Party, including (i) employees, (ii) guest researchers, (iii) persons under contracts similar to employment contracts and (iv) any other persons whose actions can be reasonably attributed to that Party.
- 2.3 When it is necessary for personnel from one Party to participate for brief periods in carrying out activities implemented by the other Party in accordance with the provisions of Article 1.3, the Parties shall conclude a separate agreement (following the specimen under Annex A) as regards the invitation of their personnel to perform work at the other Party's facilities. The agreement shall regulate their mutual rights and obligations, the conditions of co-operation to be provided by the personnel, and the terms under which the Parties authorise their respective personnel to participate. Invited personnel shall comply with the rules and working conditions of the host Party. Invitation of persons not directly associated with one Party, for example, persons associated with subcontractors, is not permitted.
- 2.4 The host Party will assist, as much as possible, in meeting the personal and professional needs of the visitor, including access to institutional facilities within the context of the regulations in force at the host site.
- 2.5 For the purpose of the implementation of this Collaboration agreement and the specific agreement, each Party shall put in place policy that assigns to the Party all rights in any intellectual property generated by the Party's personnel (or – in case of subcontracting – by the subcontractor or its personnel), so that the Party can efficiently assert ownership as required under Article 8 of this Collaboration Agreement. If the foregoing is not possible under the applicable law, the policy must ensure that the Party acquires other legal title to the intellectual property as close as possible to ownership; in that case, other provisions of this Collaboration Agreement shall be interpreted in a way to accommodate the changed legal title to the intellectual property. Upon a specific request of the other Party, the Party concerned shall provide in writing clarifications of its policy to assert the ownership or other legal title to the intellectual property.

ARTICLE 3 – LIABILITY

- 3.1 Any loss, damage or injury of non-nuclear origin suffered by one Party in connection with the performance of this Collaboration Agreement or the specific agreement shall be borne



exclusively by it. If the loss, damage or injury is caused by a person invited by one Party, as described in Article 2.2, the sending Party will be liable for it.

- 3.2 Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties, arising out of the performance of this Collaboration Agreement or the specific agreement.
- 3.3 Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by their respective personnel in the course of the performance of this Collaboration Agreement or the specific agreement.
- 3.4 Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

ARTICLE 4 – STEERING COMMITTEE

- 4.1 The Parties shall establish a Steering Committee to co-ordinate the research work. The Steering Committee shall meet at least once a year to evaluate past activities, develop detailed plans for future co-operative projects, and discuss any matter concerning the implementation of this Collaboration Agreement. To this end, each Party shall designate one person to serve as its co-ordinator with responsibility for the respective planning. The co-ordinators may nominate other suitable persons to represent them or to attend meetings. The meetings are prepared by the co-ordinators.
- 4.2 The co-ordinator for the JRC shall be [name and contact details to be added]

The co-ordinator for [to be added] shall be [name and contact details to be added to be added]
- 4.3 All notifications and correspondence under this Collaboration Agreement or the specific agreement shall be sent to the co-ordinators.
- 4.4 The Parties shall communicate to each other in writing any changes with regard to the above-mentioned co-ordinators.

ARTICLE 5 – PROGRESS OF THE WORK, MEETINGS

- 5.1 The Parties shall maintain the right to check on the spot the progress of the work forming the subject matter of this Collaboration Agreement or the specific agreement and to make any observation or suggestion, which they may deem appropriate.
- 5.2 Each Party shall draw up and make available to the other Party any documents necessary to establish the progress of the work forming the subject matter of this Collaboration Agreement or the specific agreement.



- 5.3 The Parties shall attend any meeting convened by mutual agreement in order to establish the state of progress of work already completed and, where appropriate, to change the subsequent course of the work in the light of the results achieved.

ARTICLE 6 – REPORTS

- 6.1 The Parties shall consult each other to establish together the following reports for each joint project undertaken under this Collaboration Agreement or the specific agreement. In the absence of agreement thereon, each Party shall draw up separate reports.

a) Interim reports

These reports shall describe, in respect of each period specified in the specific agreement:

- the work carried out,
- the results obtained during that period,
- the work programme planned for the subsequent period.

b) Final report

This report shall:

- describe in detail the whole of the work and research carried out,
- describe in detail the results obtained in performance of this Collaboration Agreement,
- contain a summary of the principal work carried out and results obtained.

ARTICLE 7 – FUNDS

- 7.1 All activities conducted pursuant to this Collaboration Agreement or the specific agreement shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.
- 7.2 Each Party shall bear the cost of any expenditure it incurs relating to the performance of its tasks under this Collaboration Agreement or the specific agreement. There will be no transfer of money between the Parties in connection with this Collaboration Agreement or the specific agreement.

ARTICLE 8 – PROTECTION OF THE RESULTS OF THE COOPERATION

- 8.1. Intellectual Property (IP), and all rights pertaining thereto, created in and for the performance of this Collaboration Agreement shall belong to the Party whose Personnel created it. The owning Party shall have the right to use, exploit, assign or dispose of such IP at its own will and discretion, unless otherwise provided for in this Collaboration Agreement.
- 8.2. Upon termination or expiry of this Collaboration Agreement, Parties shall send each other a declaration including the list of IP which they have created in and for the performance of

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this Collaboration Agreement. Parties agree to grant each other rights of access and use for such IP on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only.

- 8.3. Parties shall put in place appropriate means to ensure their ownership of or rights in such IP to the extent necessary for the exercise of their duties and obligations under this Collaboration Agreement, subject to the maximum achievable extent under the applicable law.
- 8.4. In case the owning Party decides to waive or abandon its rights in such IP, or decides not to protect such IP, whether patentable or not, it undertakes to inform the other Party of its decision. The other Party may decide to pursue the protection of such IP by itself, in its own name and through its own means. For this end, Parties undertake to sign an Assignment Agreement particular to the IP concerned.
- 8.5. In case the IP created in and for the performance of this Collaboration Agreement cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the IP, or if it is evident that the IP created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as a jointly-owned IP.
- 8.6. Neither Party can dispose of, license, assign, or transfer such jointly-owned IP to third-parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement. Following the coming into existence of a jointly-owned IP, the Parties undertake to conclude a particular Joint-Ownership Agreement to govern the terms and conditions pertaining to rights, duties and obligations of the Parties concerning the jointly-owned IP.
- 8.7. In case the collaboration performed under this Collaboration Agreement leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Parties, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.
- 8.8. Neither Party can publish, disseminate, make publicly available, or disclose to a third party any result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of this provision shall be considered not only a breach of this Article but also a breach of confidentiality.
- 8.9. The provisions of this Article shall remain valid and legally enforceable for a period of five years from the date of termination or expiry of this Collaboration Agreement. After the five-year period, the provisions of this Article shall remain valid and legally enforceable for as long as a valid intellectual property right protects the results of the cooperation or if the period has been extended by a separate agreement.



ARTICLE 9 – CONFIDENTIALITY

- 9.1 The Parties undertake to keep confidential any information, documentation, data, reports referred to in Article 6, or any other material communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on activities under this Collaboration Agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange through seminars and workshops.
- 9.2 Confidentiality of information exchanged orally or in writing in connection with this Collaboration Agreement shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

ARTICLE 10 – SUBCONTRACTS

- 10.1 Each Party can subcontract in whole or in part its activities under this Collaboration Agreement or the specific agreement only with a written consent of the other Party, which consent may not be unreasonably withheld.
- 10.2 The subcontracting Party shall remain bound by its obligations to the other Party, who shall retain its rights under the Collaboration Agreement or the specific agreement, as if there were no subcontracting. The Party subcontracting the research work shall ensure the assignment of rights, the entire ownership of results, generated and owned by the subcontractor to the contracting Party, including appropriate contractual provisions accordingly.

ARTICLE 11 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 11.1 This Collaboration Agreement and the Specific Agreement shall be governed by the law of the European Union [and of the European Atomic Energy Community – *keep this part if the collaboration concern nuclear issues*], complemented, where necessary, by the substantive law of [the Member State in which the JRC Directorate is located to be added].
- 11.2 Parties shall seek to settle any dispute, controversy or claim arising out of or in connection with this Collaboration Agreement through amicable negotiations. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing.
- 11.3 If the Parties fail to settle their differences through amicable negotiations, each Party may initiate proceedings before a court of competent jurisdiction. The competent court should be the court of the defendant. For the JRC the competent court is always the General Court of Justice of the European Union in Luxembourg.

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- 11.4 By way of derogation from Article 11.3, if the Parties fail to settle their differences in matters related to Intellectual Property Rights under this Collaboration Agreement through amicable negotiations, each Party may request to submit the dispute to mediation in accordance with WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be the English language.
- 11.5 If, and to the extent that, any such dispute has not been settled pursuant to the mediation referred to in Article 11.4 within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon. The difference shall be decided in accordance with the law of the European Union [and of the European Atomic Energy Community – *keep this part if the collaboration concerns nuclear issues*], complemented by the substantive law of [the Member State in which the JRC Directorate is located to be added].

ARTICLE 12 – ENTRY INTO FORCE AND DURATION

- 12.1 This Collaboration Agreement shall enter into force on the date of its signature by the last Party and is concluded for a period of [to be added] months/years from said date. This Collaboration Agreement may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 12.2 Either Party may terminate this Collaboration Agreement at any time upon three months prior written notice to the other Party giving justified reasons for doing so. This shall inter alia be the case where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure or work programme.
- 12.3 The Parties shall evaluate the implementation of this Collaboration Agreement after it has been in force for [to be added] months/years. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objectives of this Collaboration Agreement.

ARTICLE 13 – MISCELLANEOUS AND ANNEXES

- 13.1 All provisions of this Collaboration Agreement apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Collaboration Agreement in cases where the other Party acts according to its obligations resulting from the applicable law.
- 13.2 Any personal data included in or relating to this Collaboration Agreement or the specific agreement, including its execution shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and

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monitoring of this Collaboration Agreement or the specific agreement by the [Director-General or Director of Directorate [to be added] without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The data subject shall have the right of access to her/his personal data and the right to rectify any such data. Should the data subject have any queries concerning the processing of her/his personal data, the data subject shall address them to the [Director-General or Director of Directorate [to be added]]. The data subject shall have right of recourse at any time to the European Data Protection Supervisor.

13.3 The following annex shall form an integral part of this Collaboration Agreement:

Annex A: Agreement regarding the invitation of personnel (and its annexes)

Signed in two originals in the English language.

The Joint Research Centre of the European Commission

Done in Brussels/Geel/Ispra/Karlsruhe/Petten/Sevilla on _____

Signature: _____

[name to be added]
Director General or Director of Directorate [to be added]
Joint Research Centre

For the **[name of the counterparty to be added]**

Done in _____ on _____

Signature: _____

[name to be added]
[official function of the signing person to be added]



ANNEX A

AGREEMENT REGARDING THE INVITATION OF PERSONNEL

No. [to be added]

(in case of the other Party's personnel being seconded to the JRC)

FROM

[to be added]

TO

The Joint Research Centre of the European Commission

IN THE FRAMEWORK OF THE COLLABORATION AGREEMENT

No. [to be added]

1. The parties have agreed that Ms/Mr. [to be added], staff member/research fellow at the [sending Party to be added], born in [place to be added] on the [date to be added], (hereinafter referred to as the '**the Visitor**'), will be invited to the [host Party to be added] to perform tasks in the framework of the Collaboration Agreement No. [to be added] (hereinafter referred to as the '**the Collaboration Agreement**'). The Visitor will be assigned to the [to be added] Unit of the Directorate [to be added] of the JRC, located at Geel, Belgium / Ispra, Italy / Karlsruhe, Germany / Petten, Holland / Sevilla, Spain.
2. During her/his stay, the Visitor will perform the work described in the work program attached to this Agreement (Annex 1).
3. This invitation will start on [to be added] and will end on [to be added] (*maximum one year from start date*). [*OPTION if stay is **limited to a maximum of 5 daily visits per month**: During this period, the stays are limited to a maximum of 5 daily visits per month.*] The competent Director may renew the invitation only for subsequent period of maximum 12 months only with the express written agreement of the Parties before such period elapses. Any further extension may only be granted by the Director-General of the JRC.
4. During her/his stay, the Visitor shall comply with the rules and regulations (including those relating to safety) in force at the hosting organization and shall follow the technical instructions given by the designated representative of that organization. [*In case of invitation by the Commission: The Visitor shall, in addition, comply with the rules attached to this Agreement (Annex 2) and sign the declarations attached to this Agreement (Annex 3 and Annex 4).*]

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5. The information transmitted to or acquired by the Visitor within her/his invitation and within the framework of the Collaboration Agreement, shall be available to the [sending Party to be added], in accordance with Article 8 and 9 of the Collaboration Agreement.
6. The information transmitted to or acquired by the Visitor within her/his invitation not related with the subject of the invitation shall be considered as confidential and shall not be disclosed without the prior written agreement of the hosting organization.
7. Without prejudice to Articles 1 to 6 above, the Visitor will continue her/his employment relation with her/his employer for the duration of her/his invitation.
8. Any personal data included in or relating to this Agreement, including its execution, shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Union institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of this Agreement by the [Director-General or Director of Directorate [to be added]] without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The Visitor shall have the right of access to her/his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Visitor have any queries concerning the processing of her/his personal data, the Visitor shall address them to the [Director-General or Director of Directorate [to be added]]. The Visitor shall have right of recourse at any time to the European Data Protection Supervisor.
9. The following annexes shall form an integral part of this Agreement:

Annex 1: Work Programme;

Annex 2: Rules of the Joint Research Centre on the acceptance of persons invited to the JRC in the framework of scientific and technological collaboration agreements *[only in case of invitation by the Commission]*;

Annex 3: Confidentiality clause *[only in case of invitation by the Commission]*;

Annex 4: Declaration to discharge civil, criminal and fiscal liability *[only in case of invitation by the Commission]*.

Annex 5: List of documents to be provided *[only in case of invitation by the Commission]*.

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Signed in three originals in the English language.

The Joint Research Centre of the European Commission

Done in Geel/Ispira/Karlsruhe/Petten/Sevilla on _____

Signature: _____

[name to be added]
Director of Directorate [to be added]
Joint Research Centre

For the **[name of the counterparty to be added]**

Done in _____ on _____

Signature: _____

[name to be added]
[official function of the signing person to be added]

[name of the Visitor to be added]

Done in _____ on _____

Signature: _____



ANNEX 1

WORK PROGRAMME

(For persons invited at the JRC, to be specified by the competent Director)

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ANNEX 2
(in case of invitation by the JRC)

Rules of the Joint Research Centre on the acceptance of persons invited to the JRC in the framework of scientific and technological Collaboration Agreements.

The purpose of these Guidelines is to lay down rules for persons invited to sites of the Joint Research Centre from outside the Institution in the framework of collaboration agreements

1. Definition

A "person invited" is understood to mean:

- Either a staff member of an organisation with which the JRC has concluded a scientific or technological collaboration agreement without exchange of funds. Personnel from subcontractors is excluded.
- Or the recipient of a study or research grant from any organisation with which the JRC has concluded a scientific or technological collaboration agreement without exchange of funds.
- Or a staff member of a partner of the JRC in an indirect action project undertaken as part of the European Union or Euratom Framework Programmes, as far as the Consortium Agreement between the JRC and the partner does not foresee assignment of personnel.

to whom a JRC Directorate grants access, for a specific period of time, in the context of the person's activities agreed under the collaboration agreement, to certain JRC facilities and, where appropriate, authorises the persons concerned to use certain equipment.

Staff of service providers to the JRC are not covered by this definition.

2. Arrangements

The competent Director is responsible for inviting the person concerned and must specify the work programme of the person invited, the exact period covered by the invitation, the facilities to which the person may have access, any equipment which may be used by the person and the name of the JRC's staff responsible for the invited person.

The duration of an invitation cannot normally exceed 12 months. The competent Director may renew the invitation only for (one) subsequent period of 12 months. Any further extension may only be granted by the Director-General of the JRC.

An invitation to the JRC does not create in any way an employment relationship between the Commission and the person invited. Persons invited do not have any rights other than those laid down in the documents governing their visit to the site i.e. the collaboration agreement, the invitation agreement signed between the Commission, the person invited and the research institute, these rules, the confidentiality clause and the declaration on discharge of civil, criminal and fiscal liability, all attached to the invitation agreement.

Persons invited must provide proof, before the beginning of their stay at the JRC site, that they are covered by sickness and accident insurance for the entire duration of their invitation.

Permit to stay

The invited person has to take care of obtaining a "permit to stay" if required by national laws. Local JRC Administration may help in completing the file and to establish contacts with national authorities to obtain the permit.



The invitation may be terminated, without prior notice and without the need to specify grounds, by decision of the Director responsible.

3. Entry pass

*[OPTION if stay is envisaged for **more than 5 daily visits per month**:*

Following the signature of the invitation agreement, an entry pass valid for the period authorised will be issued to the person invited. The pass will indicate the facilities, which are covered by the invitation. It must be visibly worn at all times by the person invited. The security services concerned must draw up the list of information required for such passes to be issued. Before issuing an entry pass, Security Services will verify if a request to obtain a permit to stay has been submitted to national authorities, where legally requested.

On-site access is normally allowed only during working hours of the JRC site in question but can be granted outside such hours, at the discretion of the Director of the Directorate involved, if accompanied by qualified JRC staff.]

*[OPTION if stay is **limited to a maximum of 5 daily visits per month**:*

Following the signature of this agreement, daily entrance permits are to be requested by the Directorate in which the person invited will be working. The daily entrance permit must be visibly worn at all times by the person invited. The security services of the JRC site concerned will ensure that these daily permits are provided according to the normal local requirements. The security services concerned must draw up the list of information required for such passes to be issued. Before issuing an entry permit, Security Services will verify if a request to obtain a permit to stay has been submitted to national authorities, where legally requested.

On-site access is normally allowed only during working hours of the JRC site in question but can be granted outside such hours, at the discretion of the Director of the Directorate involved, if accompanied by qualified JRC staff.]

4. Confidentiality

Before an entry pass is issued, the persons invited must sign the invitation agreement of which a confidentiality clause forms integral part. Annex 3 to this invitation agreement contains a specimen of the document to be signed by the persons invited.

5. Acceptance

Before the beginning of the period covered by the visit, persons invited must sign the invitation agreement to which copy of the rules are attached as annex 2, as well as annexes 3 and 4, to indicate that they accept the provisions therein.



ANNEX 3
(in case of invitation by the Commission)

CONFIDENTIALITY CLAUSE

I bind myself to exercise the greatest discretion with regard to all facts and information coming to my knowledge in the course of or in connection with the performance of my duties as an invited person.

I shall not in any manner whatsoever disclose to any unauthorised person any document, knowledge or information that comes to my attention in the course of or in connection with the performance of my duties as an invited person, not already made public.

I pledge that I will not, whether alone or together with others, publish or cause to be published without explicit written consent of the Commission any matter dealing with the work of the **European Union or the European Atomic Energy Community**, which consent may not be unreasonably withheld.

The commitments entered into in this declaration shall be maintained for a period of 5 (five) years following the expiry or termination of the Collaboration Agreement No. [to be added].

Done in..... on

Name and Surname in block letters:

.....

Signature:.....

Signature:.....

 

ANNEX 4
(in case of invitation by the Commission)

**DECLARATION TO DISCHARGE CIVIL, CRIMINAL
AND FISCAL LIABILITY**

I declare to hold the European Union and the European Atomic Energy Community harmless from any claims made against the European Union or the European Atomic Energy Community by third parties based on any civil, criminal or fiscal liability and caused by the execution of the tasks assigned to me, undertaken in accordance with this invitation agreement.

Done in..... on

Name and Surname in block letters:

.....

Signature:.....

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ANNEX 5

(in case of invitation by the Commission)

LIST OF DOCUMENTS TO BE PROVIDED BY THE INVITED PERSON BEFORE THE START OF THE STAY

[if the Visitor is to stay on the site for more than 5 [daily] visits per month]

1. Application form for a stay at the JRC (the initial stay cannot be longer than 12 months, with the possibility of one prolongation for a period of 12 months. Exception can be decided by the Director-General of the JRC).
2. Copy of passport and visa when necessary and permit to stay according to the laws of the Member State in which the Directorate is located.
3. Detailed CV.
4. When the stay exceeds three calendar months, a valid and original criminal record extract from the national database of your latest country of residence¹. Should you be resident in that country for fewer than 6 months, a valid and original criminal record extract emanating from your previous country of residence. The criminal record should be in one of the 24 official languages of the EU. A translation into English, French, German or the language of the country in which the JRC Directorate is located is recommended in order to speed up the process. If the criminal record is issued in a language other than the 24 official languages of the EU, a legalised translation into English, French, German or the language of the country in which the JRC Directorate is located is required.
5. Certificate of employment or other relevant document ascertaining that the visiting scientist received a research grant from the sending organization.
6. Collaboration Agreement between the JRC and the employer (university, government, research organisation).
7. Persons invited must provide proof, before the beginning of their stay at the JRC site, that they are covered by sickness and accident insurance (including any special coverage that may be required for special laboratories/facilities) for the entire duration of their invitation.
8. The JRC reserves the right to request additional documents (e.g. criminal record extract, medical certificate, etc.) in order to ensure the compliance with all requirements and specific rules applicable to JRC sites.

¹ List of European equivalent criminal record extracts can be found at
http://ec.europa.eu/dgs/jrc/downloads/jrc_criminal_records_eu28.pdf