

ISTITUTO NAZIONALE DI FISICA NUCLEARE

CONSIGLIO DIRETTIVO

DELIBERAZIONE N. 13710

Il Consiglio Direttivo dell'Istituto Nazionale di Fisica Nucleare, riunito a Roma in data 29 maggio 2015 alla presenza di n. 34 suoi componenti su un totale di 34;

- premesso che in occasione di una recente visita del Presidente INFN presso la New York University di Abu Dhabi (NYUAD), le Parti hanno manifestato il loro interesse a voler avviare una collaborazione su progetti di reciproco interesse e a favorire lo scambio di studenti tra la NYUAD e le Strutture dell'Istituto su attività connesse agli esperimenti in corso;
- ravvisato pertanto l'intento delle Parti a voler creare le premesse per l'avvio di una collaborazione nel settore della fisica e dello sviluppo di nuove apparecchiature per fini di ricerca;
- ritenuto di dover procedere alla stipula di un Framework Agreement per l'avvio di un programma congiunto di scambi rivolto a studenti e ricercatori nei settori citati;
- **considerato che l'attuazione del presente Accordo non comporta per l'Istituto oneri finanziari;**
- visto lo schema di "Framework Agreement between INFN and the New York University in Abu Dhabi (NYUAD)", allegato alla presente deliberazione e di essa facente parte integrante;
- su proposta della Giunta Esecutiva;
- con n. 34 voti favorevoli;

DELIBERA

- 1) Di approvare lo schema di "Framework Agreement between INFN and the New York University in Abu Dhabi (NYUAD)", allegato alla presente deliberazione e di essa facente parte integrante.
- 2) Il Presidente è autorizzato a sottoscriverlo.

FRAMEWORK AGREEMENT

between

the Istituto Nazionale di Fisica Nucleare (hereinafter referred to as INFN) a public research body under the supervision for the Italian Ministry of Education, University and Research, having its registered headquarters in Via Enrico Fermi, 40 I-00044 Frascati, Rome, Italy, represented by Prof. Fernando Ferroni in his capacity of President

and

the New York University in Abu Dhabi Corporation (hereinafter referred to as "NYUAD"), having its registered headquarters in Abu Dhabi, Saadiyat Island represented by David McGlennon, Vice Provost for Research

hereinafter collectively referred to as "Parties" and individually as "Party"

Article 1. Purpose

The present Framework Agreement is aimed at further strengthening the cooperation between the Parties in the field of Physics.

Article 2. Areas of Cooperation

Both Parties agree to develop cooperation in the following subjects:

- o Physics;
- o Development of new equipment for research.
- o Other areas as mutually agreed.

Article 3. Forms of Activity

Both Parties agree to cooperate in the following forms of activity:

- o Exchange of scientific information
- o Visits of students, faculty and staff from NYUAD to INFN.
- o Visits of researchers and staff from INFN to NYUAD
- o Other forms as mutually agreed.

Article 4. Financial Arrangement

4.1 Activities under this Framework Agreement shall be conducted within the assigned budget of both Parties and subject to the actual financial conditions and opportunities and applicable laws and regulations in each Country.

Article 5. Logistic support

5.1 The hosting Party agrees to ensure that the visiting personnel of the other Party will have access to:

- o Guesthouse (based on availability)
- o Canteen.
- o Library.
- o Other facilities as mutually agreed.

Article 6. Difference of Interpretation of this Framework Agreement

- 6.1 Any differences or disputes arising from the interpretation or implementation of this Framework Agreement shall be settled amicably through consultation or negotiation between the Parties.

Article 7. Legal Effectiveness

This Framework Agreement is not legally binding on the Parties. Nothing in this Framework Agreement creates any financial obligation or liability for either Party.

- 1.1. Notwithstanding the above, the Parties will proceed with their collaborative relationship under the terms of this Framework Agreement, until such time the Parties enter into definitive Agreements that fully define the Parties' legal relationship. The Parties understand and acknowledge that this Framework Agreement is entered into in good faith and in the spirit of mutual cooperation for the public good. Therefore, the Parties will endeavour to use their best efforts to proceed with the collaboration under the terms of this Framework Agreement.
- 1.2. The terms of cooperation for each specific activity implemented under this Framework Agreement, including financial aspects and duties of the Parties, shall be mutually discussed and agreed upon in writing by both Parties under separate Implementing Agreements mutually executed.

Article 8. Effectiveness, Length, Renewal and Termination

- 1.1. This Framework Agreement shall enter into force on the date of the last signature by the legal representatives of both INFN and NYUAD and shall remain in effect for five (5) years following that date.
- 1.2. This Framework Agreement can be renewed for additional five-year periods only by mutual written agreement of the Parties.
- 1.3. No amendment or modification of this Framework Agreement shall be valid unless in writing and signed by the Parties.

Article 9. Non-Assignment

Neither Party to this Framework Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other Party.

Article 10. Freedom of the Parties

This Framework Agreement shall not restrict or limit by any mean the right of any Party

to enter or be involved in a similar arrangement/s with other institutions.

Article 11. Notices

Notices under this Framework Agreement shall be in writing and shall be deemed validly given if delivered by facsimile (supported by positive transmission report), post (recorded delivery, with proof of posting) or email to the under mentioned individual and shall be deemed to be delivered upon the date of dispatch.

Notices to be given to NYUAD shall be addressed to:

For the attention of: Vice Provost, Research
Address: PO Box 129188, Abu Dhabi, UAE
Telephone No.: +971 2 6284053
Fax: +971 2 6590783
Email: david.mcglennon@nyu.edu

Notices to be given to INFN shall be addressed to:

For the attention of: INFN President
Address: Piazza dei Caprettari, 70, 00186 Roma, Italy
Telephone No.: +39 06 6840031
Fax: +39 06 68307924
Email: presidenza@presid.infn.it

On behalf of
INFN

On behalf of
NYUAD

Fernando Ferroni, Professor
INFN President

David McGlennon PhD
Vice Provost, Research Administration
& University Partnerships

Date:

Date: