

ISTITUTO NAZIONALE DI FISICA NUCLEARE

CONSIGLIO DIRETTIVO

DELIBERAZIONE N. 13713

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

- considerata la richiesta pervenuta da alcuni Istituti e Università della Repubblica di Cuba di avviare una collaborazione con l'Istituto su tematiche di comune interesse tra le quali fisica degli acceleratori, fisica astroparticellare, fisica medica, calcolo, tecniche nucleari per lo studio dell'ambiente e dei cambiamenti climatici;
- tenuto conto dell'interesse dell'Istituto a mettere a disposizione le proprie conoscenze e competenze nonché a favorire lo scambio di personale junior e senior, lo scambio di attrezzature e la circolazione di informazioni e pubblicazioni a carattere scientifico;
- **considerato che l'approvazione del documento non comporta in questa fase per l'Istituto oneri finanziari;**
- visto lo schema di "Framework Agreement between INFN and the Higher Institute of Technologies and Applied Sciences (InSTEC, Cuba)", allegato alla presente deliberazione e di essa parte integrante;
- su proposta della Giunta Esecutiva;
- con n. 34 voti favorevoli;

DELIBERA

- 1) E' approvato lo schema di "Framework Agreement between INFN and the Higher Institute of Technologies and Applied Sciences (InSTEC, Cuba)", allegato alla presente deliberazione e di esso parte integrante.
- 2) Il Presidente è autorizzato a sottoscriverlo.

FRAMEWORK AGREEMENT

between

the ISTITUTO NAZIONALE DI FISICA NUCLEARE

(INFN, Italy)

and

The HIGHER INSTITUTE OF TECHNOLOGIES AND APPLIED
SCIENCES

(InSTEC, Cuba)

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

and

The Higher Institute of Technologies and Applied Sciences (hereinafter referred to as InSTEC) located at Quinta de los Molinos, Ave. Salvador Allende, corner Luaces, Plaza de la Revolución, Havana, Cuba. represented by its Rector, Prof. Dra. Bárbara Idalmis Garea Moreda.

Hereinafter individually referred to as “the Party” and collectively as “the Parties”,

- desiring to enrich their respective educational and research programs and to strengthen and expand the mutual contacts between both Institutes;
- wishing to promote their collaboration in common projects;

Have agreed as follows:

Article 1 – Purpose of the cooperation

The purpose of this Framework Agreement (in the following “Agreement”) is to establish a general framework of scientific and technical collaboration between the Parties. The main task of the cooperation between the Parties is to provide additional opportunities to exchange ideas, information, skills and researchers, and to support cooperative activities in the field of science and technology between the two Institutions.

Article 2 - Forms of research cooperation

It is agreed that the collaboration shall include as priority activities the following:

- Exchange of information, scientific publications and technologies;
- Exchange of equipment;
- Exchange of senior and junior researchers;
- Joint projects of experiments and R&D efforts ;
- Organization of scientific meetings, conferences, seminars and thematic workshops;
- Any other forms of cooperation as agreed between the Parties

The collaboration defined in Articles 1 and 2 shall be carried out through specific, separate Implementation Agreements between InSTEC and INFN detailing the scope of each project, the required human and financial resources, the time schedule and its management. In particular, the collaboration will cover the following topics:

- Developments of new type of accelerators for biomedical applications.
- Accelerator physics.
- Low and high energy physics.
- Medical physics.
- Computing and modelling.
- Nanotechnology.
- Radiation protection.
- Radiation biology.
- Theoretical nuclear physics.
- Astroparticle physics.
- Application of nuclear techniques for environment and climate change.
- Use of nuclear probes in restoration and conservation of cultural heritage.

Article 3 – Financial provisions

The financial support for the cooperation referred to above will be provided subject to the availability of funds in the ordinary annual budgets of the Parties.

As regards the exchange of scientists, as a rule, travel expenses shall be borne by the sending Party, while lodging and living expenses shall be borne by the hosting Party according to its internal rules and procedures. Both Parties may avail themselves of financial support from third parties in order to facilitate this interchange.

Article 4 - Coordination

Each Party shall designate by exchange of letters within 30 days from the signature, one Representative in charge of coordinating the activities of reciprocal interest foreseen under the present Agreement.

Article 5 – Settlement of disputes

Should any dispute arise between the Parties related to the performance of their respective obligations under this Agreement, the Parties shall endeavour to settle the dispute informally and in good faith.

Article 6 - Publications

Any publications arising from the results obtained from the Collaboration shall be jointly regulated.

Article 7 – Intellectual Property

The intellectual property resulting from the execution of the joint research activity shall be regulated through specific Agreements between the Parties.

Article 8 – Entry into force, validity and termination

8.1 The present Framework Agreement is concluded for a period of five (5) years and shall enter into force on the date of signature by the last Party. This Framework Agreement may only be renewed if, after a review process between the Parties, the Parties agree in writing to renew it.

8.2 The Parties may agree to amend the present Framework Agreement at any time. Any of them can terminate it by a written correspondence to the other Party six months in advance. The specific Implementation Agreements in force at the time of withdrawal shall be considered valid until their termination.

Article 9 - Miscellanea

9.1 To guarantee a correct and safe research process, InSTEC and INFN staff while staying at the host Institution in the framework of the present Framework Agreement, shall be required to follow all rules and safety obligations of the hosting Institution.

9.2 In participating in this Agreement, each Party shall abide by the applicable laws and regulations of their respective countries.

9.3 Every collaborating researcher shall not disclose to any third party confidential information received from his/her partner to the research without the latter's written consent.

9.4 This Agreement is based on equality, reciprocity and mutual benefit.

This Agreement is drawn up in English and all documents, notices and meetings pertaining to this Agreement shall be in English.

For INFN

For InSTEC

President of the Istituto
Nazionale di Fisica Nucleare
(INFN)

Rector of the Higher Institute of
Technologies and
Applied Sciences (InSTEC)