

ISTITUTO NAZIONALE DI FISICA NUCLEARE  
CONSIGLIO DIRETTIVO

DELIBERAZIONE N. 12245

Il Consiglio Direttivo dell'Istituto Nazionale di Fisica Nucleare, riunito a Roma in data 24 febbraio 2012 alla presenza di n. 32 dei suoi componenti su un totale di n. 34:

- considerati i pluriennali e consolidati rapporti di cooperazione tra l'INFN e l'Accademia Sinica delle Scienze (CAS), recentemente reiterati con la firma di un nuovo General Framework Agreement approvato dal Consiglio Direttivo dell'Istituto con deliberazione n. 11924 del 30 giugno 2011;
- preso atto che l'Institute of High Energy Physics è tra gli Istituti di ricerca cinesi facenti parte della CAS con il quale l'INFN ha intrattenuto e sviluppato nel corso degli anni numerose collaborazioni in diversi settori di ricerca formalizzati attraverso specifici Accordi di cooperazione scientifica;
- ravvisata la necessità di stipulare un Memorandum of Understanding tra l'INFN e l'IHEP al fine di ampliare e sviluppare ulteriormente la cooperazione scientifica in settori di ricerca di comune interesse;
- visto il "Memorandum of Understanding between INFN and IHEP", allegato alla presente deliberazione e di essa parte integrante;
- **preso atto che l'approvazione di tale Memorandum of Understanding non comporta per l'Istituto oneri finanziari aggiuntivi;**
- su proposta della Giunta Esecutiva;
- con n. 32 voti favorevoli;

DELIBERA

E' approvato il "Memorandum of Understanding between INFN and IHEP", allegato alla presente deliberazione e di essa parte integrante. Il Presidente è autorizzato a perfezionarlo e a sottoscriverlo.

# Memorandum of Understanding

between

**The Institute of High Energy Physics (IHEP)**  
of the Chinese Academy of Sciences (CAS), **China**

and

**The Istituto Nazionale di Fisica Nucleare (INFN), Italy**

The **Institute of High Energy Physics** of the Chinese Academy of Sciences (hereinafter referred to as IHEP), represented by its Director, Prof. Yifang Wang

and

The **Istituto Nazionale di Fisica Nucleare** (hereinafter referred to as INFN), represented by its President, Prof. Fernando Ferroni

Hereinafter collectively referred to as the Parties,

- Recalling the long-lasting tradition of friendship and scientific collaboration between IHEP and INFN;
- Considering the new General Framework Agreement between INFN and CAS signed in Rome on 8<sup>th</sup> June 2011 aimed at encouraging and developing the collaboration in priority areas of mutual interest;
- Taking into account the interest and recognized competence of the Parties in the areas of accelerator physics, high energy physics, astroparticle physics and related technologies

HAVE AGREED AS FOLLOWS

## Article 1

Subject to the laws and regulations of the two Countries, the Parties undertake to encourage and develop their scientific cooperation in the field of accelerator physics, particle physics, astroparticle physics and related technologies.

## **Article 2**

2.1 It is agreed that the scientific cooperation shall include as priority activities the following:

- Exchange of information and technologies;
- Exchange of equipment;
- Exchange of senior and junior researchers;
- Joint projects of experiments and R&D efforts ;
- Organization of seminars and workshops

2.2 The cooperation may be extended to other activities the Parties may agree upon.

## **Article 3**

3.1 – For the coordination of the activities of reciprocal interest, each Party shall appoint, by exchange of letters within 30 days from the signature of this MoU, a Representative in charge of the following tasks:

- a) monitoring on a yearly basis of the activities of reciprocal interest;
- b) dissemination of the national and international activities of reciprocal interest undertaken;
- c) selection and promotion of collaborating programs and projects;
- d) proposal of adequate measures for the coordination of activities of reciprocal interest between the Parties;
- e) proposal of joint initiatives for the promotion and scientific exploitation of the results coming out from the joint program of activities.

3.3 The Parties may decide, on a case-by-case basis, to invite observers, experts or any other representative they might consider appropriate to attend the working meetings.

3.4 The role and responsibilities of the above-mentioned representatives are as follows:

- a) The representatives of each Party shall meet alternatively in Italy and China . The date, location and agenda of the meetings shall be discussed and agreed in advance by mutual consent ;
- b) Each Party shall prepare a list of collaborating proposals and notify the other Party 30 days prior to the meeting;

- c) The Representatives of each Party shall review the collaboration activities of the previous year and approve the following year's plan;
- d) The minutes of the meeting and the future plan shall be signed at the end of the meeting;
- e) Each Party shall bear the costs related to the activity of its own Representatives.

#### **Article 4**

4.1 For the deployment of each program and project the Parties may agree upon forms of cooperation, human, and financial resources by means of specific Addenda, as set out in art. 3.2, par. d).

4.2 The specific Addenda may cover:

- a) scientific projects;
- b) development and technological transfer;
- c) advanced training;
- d) dissemination and education ;
- e) any other activities recognized as useful and coherent with the spirit of the cooperation.

#### **Article 5**

5.1 Each Party, unless differently and expressly agreed, shall be entitled to exploit any technological know-how acquired in the course of the activities carried out in the framework of this MoU, except for any pre-existing know-how which shall be made available in writing by one Party to the other in order to carry out joint activities.

5.2 Intellectual property issues and the exploitation of industrial rights referred to any invention or patent deriving from the above-mentioned activities shall be regulated in the specific Addenda taking into account the contribution of each Party.

5.3 The Parties commit themselves to mention the other Party in any work or scientific publication related to the activities jointly carried out.

5.4 Scientific results coming out from the activities carried out under this MoU shall be made available to the scientific community by means of publications in specialized reviews and other forms of communication.

## Article 6

6.1 This MoU is concluded for a period of four years and shall enter into force on the date of signature.

6.2 The Parties may agree to amend this MoU at any time. Any of them can terminate it by a written correspondence to the other Party six months in advance. The specific Addenda in force at the time of withdrawal shall be considered valid until their termination.

6.3 This MoU may only be renewed if, after a review process between the Parties, the Parties agree in writing to renew it.

## Article 7

The Parties agree that any dispute arising out of the execution of this MoU shall be settled amicably by the representatives of each Party and with the assistance of one or more independent experts if necessary.

Signed in two originals in English, both being equally authentic.

For IHEP

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Prof. Yifang Wang

Director

For INFN

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Prof. Fernando Ferroni

President