

01/1-70-98-CJISLY

## **Cooperation Agreement**

ESRF ref:

between

### **European Synchrotron Radiation Facility**

71 avenue des Martyrs, CS 40220, F-38043 Grenoble Cedex 9,  
(hereinafter referred to as 'ESRF')

and

### **Saint-Petersburg State University**

7-9 Universitetskaya nab., St-Petersburg, 199034, Russia  
(hereinafter referred to as 'SPbU')

henceforth referred to individually as 'the Party' and collectively as 'the Parties'

## **Preamble**

The ESRF, organised as a *société civile* according to French law, is an intergovernmental organisation financed by 21 countries. It is one of the most successful and productive scientific projects in the world and is currently undergoing a full renewal programme, the ESRF “Upgrade Programme”, the second phase of which, the ESRF-EBS (Extremely Brilliant Source), was launched in 2015. The ESRF-EBS will deliver a new low emittance storage ring by the end of the decade and complete the renewal of the ESRF public beamline portfolio initiated in Phase I of the Upgrade Programme. The new storage ring will allow ESRF beamlines to benefit from approximately a factor 100 gain in brilliance and transverse coherence of the X-ray source, as compared to today’s performance, thus benefitting users of the ESRF across all beamlines and fields of research.

For more than 290 years, Saint-Petersburg State University has been committed to advancing science, generating knowledge and training outstanding professionals. The University is rich in history – it dates back to 1724, when Peter the Great founded it as the first Academic University in Russia. Today, St. Petersburg University is striving, as before, to lead research and education on a national and global scale. By bringing together traditions and innovations, St. Petersburg University sets the pace for development of science, education and culture in Russia and across the world.

One of the priority areas of the Saint-Petersburg State University for the coming decade is the MEGA science projects of the Russian Federation within the country and abroad. Experimental methods using X-rays, including the use of synchrotron and free electron laser radiation, are at the core of the research activities in this field and are currently receiving strong financial support. Saint-Petersburg State University delivers the first and the only Master Programme in Europe focused on teaching and training students in the field of Neutron and Synchrotron Physics. It is now equipped with powerful X-ray facilities in the state-of-the-art Research Park, and in its laboratories headed by leading scientists.

The ESRF and SPbU have already successfully collaborated in the past, resulting in the publication of several joint papers. Building on these past collaborations and considering that the current activities of the Parties have common educational, scientific and technological goals and thus provide a good foundation upon which to build a mutually beneficial scientific collaboration, the Parties hereby conclude this Cooperation Agreement.

## **Article 1** **Objective and Scope**

(1) The objective of this Cooperation Agreement (hereinafter referred to as

‘the Agreement’) is to establish a legal framework for the cooperation between ESRF and SPbU.

- (2) The Parties shall cooperate in the field of the use of synchrotron radiation for basic and applied research, notably in the following areas of activity:
- Photonic sciences for nanoscale structure of materials
  - Biomedical sciences
  - Electronic structure and magnetism
  - Technologies inspired by nature

## **Article 2**

### **Forms of Cooperation**

The cooperation will be specified in detail in appendices to this Agreement or in other agreements and may take place in the form of:

- Exchange of knowledge and know-how,
- Exchange of personnel, including students,
- Joint workshops, seminars and hands-on courses,
- Collaborative projects and grants, and,
- Loan of equipment.

## **Article 3**

### **Appendices**

The exact scope of a specific cooperation will be defined in written Appendices to this Agreement or in other agreements. Each Appendix shall include the object of cooperation, the contributions of the Parties in terms of personnel (time and duration of delegations), finances and material, the time schedule and, if relevant, the structure of the project (project management). Each Appendix shall be subject to the provisions of this Agreement and shall be attached to it as an integral part, it being understood that in case of contradiction or ambiguity, the provisions of the Appendix shall prevail.

## **Article 4**

### **Guidelines**

The Parties agree to cooperate and communicate in the most effective way in order to carry out the activities of the collaboration. In their cooperation, the Parties will share information and technology in a manner that respects and preserves intellectual property rights according to the provisions described herein.

## **Article 5**

### **Exchange of Knowledge**

- (1) Information disclosed under this Agreement by one Party to the other Party shall not create any proprietary right in respect of such information for the receiving Party.
- (2) Subject to such restrictions as may apply, each Party shall make available to the other Party, free of charge, in writing or in any other appropriate form, its existing intellectual property, whether protected or not, for the exclusive purpose of its use, by the other Party only, under this Agreement.
- (3) The providing Party provides no warranty, including but not limited to those of fitness for purpose and non-infringement of intellectual property rights held by third parties, in respect of intellectual property made available by it to the other Party under this Agreement, and the receiving Party shall hold the providing Party free and harmless from any liability arising from its use (including, if permitted, any sub-licensing) of such intellectual property.

## **Article 6**

### **Confidentiality**

- (1) The Parties agree that the open exchange of information shall honour the following principles:  
The Parties shall treat any information, which is appropriately designated as such, unless otherwise agreed in writing, for the duration of this agreement and for a period of five (5) years thereafter, as strictly confidential. The Parties shall take all appropriate steps to safeguard the confidential information. Accordingly, the receiving Party shall not use any such information for any purpose other than in accordance with the terms of the Agreement and the receiving Party shall not disclose any such confidential information to any third party, and such information shall neither be reproduced nor duplicated in any form.
- (2) The aforementioned shall not apply to information for which the receiving Party can prove that it had a public nature prior to its communication by the disclosing Party or fell within the public domain after such communication but through no fault of its own; was already in its possession at the time of signature of this Agreement; is received from a third party without any obligation to keep it confidential; is developed by the receiving Party independently outside the scope of this Agreement.

## **Article 7**

### **Intellectual Property Rights**

- (1) Research results generated in the performance of the Cooperation can be used by both Parties free of charge.
- (2) Title in intellectual property developed solely by a Party in the performance of joint activities under this Agreement shall be vested in that Party, who shall grant a free, non-exclusive license to such intellectual property to the other Party, for the exclusive purpose of its use, by the other Party only in the frame of this Agreement, as well as for the latter's internal research purposes. The right to use the intellectual property for third-party research is subject to the prior written consent of the providing Party.
- (3) Where intellectual property is jointly vested in the Parties, they shall agree in writing on ways of protecting, and of making available to third parties, such intellectual property, provided that in any event, they shall grant to each other a free, non-exclusive license to such intellectual property for the exclusive purpose of its use, by the receiving Party only, under this Agreement, as well as for the latter's internal research purposes.
- (4) Each Party shall retain all rights to its existing intellectual property and to any developments of such intellectual property, where such developments are made outside the scope of this Agreement or are within the scope of this Agreement, but are made solely by that Party to its own pre-existing intellectual property without any input, guidance or recommendation from the other Party.

## **Article 8**

### **Publications**

- (1) In accordance with the principle of providing open access to information, the Parties strive to jointly publish the results of the cooperation.
- (2) In so far as the Parties do not publish the work results together, publications by one Party involving results developed by the other Party shall be subject to the latter's prior written consent. Such consent shall not unreasonably be withheld.
- (3) All publications shall acknowledge the collaboration between the Parties, including, if so requested by a Party, the persons having taken part in the development of the results, which form the object of the publication.

## **Article 9**

### **Personnel**

#### **A. General provisions concerning personnel**

- (1) For collaborations of common interest, the Parties shall allocate their own experts at the appropriate level of expertise so that each specific collaboration (cf. Article 3) can be carried out effectively.
- (2) For topics of interest to one of the Parties only, the other Party may allocate personnel on the condition that the service required is compatible with, and does not disrupt, the normal operations of the said Party. The Party which requests the allocation of personnel from the other Party shall bear all associated costs, such as travel and subsistence and a daily charge for the services of the allocated personnel, to be mutually agreed upon in writing between the Parties. The allocation of any ESRF staff member shall be subject to the written approval of the ESRF Director General. The allocation of any SPbU staff member shall be subject to the written approval of the SPbU Vice-Rector for Science.
- (3) The Parties may decline to provide staff for a particular activity having regard to the requirements of their respective programmes.

#### **B. Secondment of personnel**

- (1) Subject to a detailed written agreement, each Party shall make its personnel available to the other Party, if so required, for each specific collaboration. Such personnel shall, during their association with the other Party, remain employed by the sending Party. The sending Party shall be exclusively responsible for health, accident insurance and general liability insurance for such personnel. The sending Party shall hold the receiving Party free and harmless from any liability in this respect, including as may arise in case of failure to keep any part of the insurance cover defined above in place during the association.
- (2) The receiving Party shall endeavour to provide reasonable assistance in finding adequate housing for delegated personnel.
- (3) The cost of each secondment shall be borne by the receiving Party, unless specifically agreed otherwise.
- (4) During their association, the personnel shall be subject to the safety and other regulations in effect at the receiving Party. The receiving Party shall be entitled to refuse access or remove from its site any personnel who fail to comply with applicable regulations or whose presence is otherwise deemed undesirable.

## **Article 10**

### **Loan of Equipment**

Equipment sent by one Party to the other Party for the purpose of the cooperation shall remain the property of the sending Party unless otherwise agreed. Costs for transportation and appropriate insurance shall, unless otherwise agreed, be borne by the receiving Party. The receiving Party shall act as importer and be responsible for all formalities, including customs, import excise tax etc. The precise details for each loan will be agreed upon in appendices to this Agreement or in other agreements.

## **Article 11**

### **Liability**

- (1) Except in case of gross negligence or wilful misconduct or as may result from the application of Article 5, Article 6 or Article 7 of this Agreement, each Party shall bear its own loss and damage in connection with this Agreement. It is understood however that except as may result from the application of Articles 5, 6 or 7 of this Agreement, no Party shall be liable to the other Party for any indirect or consequential loss or damage.
- (2) Notwithstanding anything stated in this Article, each Party shall hold the other Party free and harmless from any liability for loss or damage caused by the former Party to third parties.

## **Article 12**

### **Disputes**

The Parties shall do their utmost to settle amicably any differences and difficulties which may arise during the cooperation.

## **Article 13**

### **Duration**

- (1) This Agreement shall enter into force upon its signature by the Parties.
- (2) Its initial duration shall be five (5) years, which shall be renewed automatically for one-year periods, until terminated by joint agreement or by one Party giving the other six (6) month's prior written notification. Articles 5, 6, and 7 of this Agreement shall survive its termination.

## **Article 14**

### **Changes, Language**

- (1) Changes of this Agreement and all amendments and appendices to this

Agreement must be agreed upon in writing and shall be signed by the Parties.


Grenoble,


European Synchrotron Radiation  
Facility



Dr. Francesco Sette

Director General

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