

Grant Agreement No: 731086

AMICI

Accelerator and Magnet Infrastructure for Cooperation and Innovation
Horizon 2020 / Coordination and Support Action (CSA)

DELIVERABLE REPORT

REPORT ABOUT THE PROPOSED MODEL OF COLLABORATION AGREEMENT DELIVERABLE: D3.3

Document identifier:	AMICI-D3.3
Due date of deliverable:	30/06/2019
Report release date:	03/07/2019
Work package:	WP3.3 From cooperation to collaboration: elaboration of a collaboration agreement model
Lead beneficiary:	DESY
Document status:	DRAFT

Delivery Slip

	Name	Partner	Date
Authored by	Riko Wichmann	DESY	03/07/2019
Reviewed by	Hans Weise [WP3 Leader]	DESY	03/07/2019
Approved by	O. Napoly [AMICI coordinator]	CEA	10/07/2019

1. INTRODUCTION

The AMICI (Accelerator and Magnet Infrastructure for Cooperation and Innovation) H2020 project is charged by the European Commission with the challenging task of building the conditions for consolidating and exploiting collaborations based on networking and coordination. AMICI will engage the Technology Infrastructures (TIs), which are currently dedicated to European science-based accelerators and to large superconducting magnets with a new efficient and sustainable collaboration / production model by means of Cooperation and Innovation.

The overall goal of WP3 is to define the conditions of the coordination of Technological Facilities (TFs) in the area of accelerators and superconducting magnets in order to harmonize their operation and increase their efficiency, to adapt to the development of present and future European Research Infrastructures and to establish a co-innovation platform with industry. This would finally lead to the establishment of the Accelerator and Magnet European Technology Infrastructure.

It is proposed that cooperation between existing major and active TFs can be used for the formation of a *Core Group*, with the incorporation of flexible links to smaller TFs as being an essential mechanism for improving innovation and support to smaller research centers and universities. Defining the eligibility criteria for the participation to this *Core Group* is the subject of Task 3.1. The goal of Task 3.2 is to investigate the possible networking and coordination models within the *Core Group* and between the *Core Group* and the other associated partners from academia and industry.

Task 3.3 will reviewed existing cooperation and collaboration contracts between AMICI members and partners to propose a collaboration agreement model.

This report summarizes the development of a draft collaboration agreement to govern the coordinated work of the above mentioned core group of a future *AMICI Collaboration*. The report satisfies the completion of deliverable D3.3 due after 30 month.

2. DESCRIPTION AND WORK PERFORMED

All *AMICI Core Group* members base their actual cooperation or project driven collaboration on a variety of written agreements or contracts. Since most activities are temporarily funded, sustainability is not always guaranteed.

As part of task 3.3 of the AMICI project a detailed analysis of existing contracts and agreements from a number of H2020 AMICI partners and others was performed to reach milestone M3.2 of this task. The types of contracts studied were:

-
- Memoranda of Understanding (MoUs) or Collaboration Frameworks between non-commercial partners
 - Contract for the non-commercial usage of a technical platform
 - Contract for a commercial usage of a technical platform or the provision of services

In general, a large overlap in the structure and topics covered by the reviewed contracts was observed in both the different kind of contracts and between the same kind of contracts from different *Core Group* labs, respectively. It was concluded in the M3.2 report, that it seems feasible to develop a proposal for a template that could be acceptable for all *Core Group* members for collaboration among AMICI members or between AMICI member and other collaborators, respectively.

The draft for such a *Collaboration Agreement Contract* was then developed based on an example of a recent collaboration agreement available from the DESY legal department. This example was converted into a *Collaboration Agreement* draft of a future *AMICI Collaboration* representing the European Technology Infrastructure (TI) formed by a network of Technological Facilities (TF) in collaboration with industry. The draft takes into account the findings of the work towards M3.2, discussions within the AMICI WP3 and during the annual meetings in particular the Salerno meeting in January 2019.

In the following a short description of the draft is given with the actual draft agreement and its annexes attached to this report.

3. THE COLLABORATION AGREEMENT DRAFT

The proposed draft of a *Collaboration Agreement* provides the legal, financial and organizational framework among the *Core Group* members as main stakeholders of European research laboratories operating TPs dedicated to the development, testing and production of accelerator components and SC magnets. The aim of the collaboration is to guarantee the long term life of the valuable TPs within a network of TFs to form a European Technology Infrastructure for the benefit of RIs and science industry.

The future *AMICI collaboration* has members of a so called *Core Group* who fulfill a set of eligibility criteria defined by task 3.1 of the AMICI project. These conditions are available as *Annex 1* to the *Collaboration Agreement* and attached to this report. Associated partners not fulfilling those eligibility criteria but having strong links to

members of the *Core Group* and being an important asset to the European Technology Infrastructure are represented in the *Collaboration*.

The conditions under which the *Collaboration* performs, its goals and the governing structure are described in the agreement draft. The later rests on the *Collaboration Board* supported by a *Coordination Team*. The *Terms of Reference of the Collaboration Board* are defined in *Annex 2* to the agreement draft and are attached to this report. *Annex 3* to the *Collaboration Agreement* will list the members of the *Collaboration Board*.

During the Salerno meeting it became clear from the discussion in the Advisory Group, reported to the Steering Committee of the H2020 project that the industry does not see itself as an actual member of the (future) *AMICI Collaboration* but rather in the role of an advisory body. This view was adapted by the definition of an *Industry Advisory Board* to be appointed by the *Collaboration Board* for strategic discussions.

Additional information about the inner workings of this future AMICI Collaboration and a discussion on the links between the Collaboration and other entities within the European Technology Infrastructure like ESFRI and RIs, industry in particular SMEs are also described in the final report of task 3.2 on the *Networking and Coordination Model* which is going to be attached as *Annex 4* to the *Collaboration Agreement*.

The draft including the annexes 1 — 3 was already discussed in the Steering Committee of the AMICI project. No concerns about its structure and content were voiced.

4. CONCLUSIONS

With this report the final deliverable of task 3.3 if the H2020 AMICI project is provided. The report describes the main aspects of a proposed *Collaboration Agreement* and its supporting annexes to govern a future *AMICI Collaboration* of the European Technology Infrastructure on accelerators and magnets. The composition of the draft is based on a detailed study of existing contracts and frameworks between core members of the AMICI H2020 project and was already reviewed by the project's Steering Committee. This is an indication that the proposed draft has a high probability to be accepted by potential *Core Group* members of a future *AMICI Collaboration*.

Even though the Collaboration Agreement is based on an agreement signed by DESY and therefore accepted by the DESY legal department, it is recommended that



REPORT ABOUT THE PROPOSED MODEL OF COLLABORATION AGREEMENT

Deliverable: D3.3

it is checked as well by the legal departments of future signatories prior to the actual signature.

The agreement draft including the annexes 1 (*Eligibility Criteria*), 2 (*Terms of Reference of the Collaboration Board*), 3 (*Members of the Collaboration Board*) and 4 (*Networking and Coordination Model*) are attached to this report.



5. ATTACHMENTS

This report has 5 attachments:

5.1. DRAFT OF THE AMICI COLLABORATION AGREEMENT

5.2. ANNEX 1 – ELIGIBILITY CRITERIA FOR THE AMICI CORE GROUP

5.3. ANNEX 2 – TERMS OF REFERENCES OF THE AMICI BOARD

5.4. ANNEX 3 – MEMBERS OF THE AMICI BOARD

**5.5. ANNEX 4 – REPORT ON THE NETWORKING AND COORDINATION
MODEL**

AMICI Collaboration Agreement

Between

Partner 1

and

Partner 2

and

Partner 3

and

Hereinafter referred to individually as the "Party" and collectively as the "Parties",

HAVE AGREED AS FOLLOWS:

Introduction

The realization of unprecedented scientific endeavors, like the LHC, EU-XFEL, ESS and ITER Research Infrastructures, has been made possible thanks to the 'de facto' foundation of a European Technology Infrastructure (TI) formed by a network of Technological Facilities (TF) located at European research laboratories that are dedicated to the development, testing and production of accelerator components and SC magnets, in collaboration with industry.

To face the long lead time needed for the construction of the future very large Research Infrastructures, and the unavoidable gaps between projects, the core AMICI group believes that the existence of the Technology Infrastructure must be secured and its future capacity reinforced by providing it with an organic constitution allowing, at some level, for organized relationships, dynamical planning and strategy coordination. A stronger organization will also make it possible to diversify further its activity towards innovation by fostering and hosting industrial developments.

If successful, such a Technology Infrastructure body would attract inevitably and rightfully other European partners active in the field of accelerators and superconducting magnets. Hence, the question of their eligibility as new members of the Technology Infrastructure without losing efficacy and direction must be decided.

In order to achieve this, the Parties of the core group have agreed to the creation of an AMICI (Accelerator and Magnet Infrastructure for Cooperation and Innovation) Collaboration, the principles of which are laid down in this Agreement.

This collaborative effort was seeded by a Horizon2020 project of the same name charged by the European Commission from 2017 to 2019 adopting many results generated by that project.

Definitions

In addition to the other capitalized terms defined elsewhere in this Agreement, the following capitalized terms used within this Agreement shall have the meanings shown:

Agreement shall mean the present agreement, its Annexes and potential amendments.

AMICI Core Group is defined by the parties signing this agreement. The eligibility criteria of a membership in the Core Group are given in Annex 1.

Background IP shall mean any and all information as well as knowledge of a technical and/or scientific nature [including, but not limited to, know-how, manufacturing and/or trade secrets, data, data bases, works of authorship, files, plans, diagrams, drawings, formulae and/or any other type of information, in any form whatsoever, whether or not eligible for protection by any Intellectual Property rights), and all Intellectual Property rights resulting therefrom, necessary for the performance of the AMICI Collaboration and owned by a Party - or in its possession - prior to the Commencement Date, and in respect of which said Party has the right to grant licenses or rights of use without having to seek the prior consent of a third party.

Commencement Date: means *XX.XX.XXXX date of the agreement*

Confidential information: means information defined as such in § 6.1 of this Agreement.

Foreground IP shall mean any and all information as well as knowledge of a technical and/or scientific nature [including, but not limited to, inventions, know-how, manufacturing and/or trade secrets, data, data bases, works of authorship, files, plans, diagrams, drawings, formulae and/or any other type of information, in any form whatsoever, whether or not eligible for protection by any Intellectual Property rights), and all Intellectual Property rights embodying any of the foregoing, that are conceived by a Party or the Parties (or on their behalf by a subcontractor) in the performance of the AMICI Collaboration.

Infrastructure means the entirety of the European Technology Infrastructure or parts thereof such as individual Technological Facilities or their constituents of Technical Platforms (TP) maintained and operated by a member of the AMICI Core Group.

A **Research Infrastructure (RI)** is a laboratory hosting a large accelerator based facility to be used for scientific research.

A **Technological Facility (TF)** is a collection of Technical Platforms located at a European research laboratory, university or industrial company dedicated to the development, testing and production of accelerator components and superconducting magnets

A **Technical Platform (TP)** is an installation which can be used to develop, fabricate, test and / or measure technological components of accelerators or superconducting magnets.

Term: means the term of this Agreement as specified in Article 2.

Third Party: Any individual or organization not being a Party and not in any contractual from associated to this Agreement.

Article 1: Subject of the Agreement

1.1. The AMICI Collaboration is a collaboration representing the main stakeholders of European research laboratories operating TPs dedicated to the development, testing and production of accelerator components and SC magnets. They provide legal, financial, organizational and promotional support to ensure the sustained operation of such infrastructure. The aim of the collaboration is to guarantee the long term life of the TPs within a network of TFs to form a European Technology Infrastructure for the benefit of RIs and science industry.

1.2. The present Agreement defines conditions under which the Parties agree to

- I. Offer access to existing Infrastructure to the benefit of AMICI members and associated partners
- II. Offer access to existing Infrastructure to the benefit of external users in particular users from RIs and industry
- III. Harmonize access rules and procedures for external users in particular users from industry
- IV. Provide trained personnel to operate and further develop such infrastructure
- V. Provide training courses to the personnel from industry
- VI. Exchange personnel for knowledge transfer between members
- VII. Develop a common plan or strategy to provide better service to future national and international projects, e.g. also by harmonizing the available Infrastructure across different Core Group members
- VIII. Create, maintain and provide access to a database of material properties and components specifications relevant for the production of accelerators and SC magnets.

via a collaboration hereinafter referred to as the "AMICI Collaboration" or "Collaboration".

1.3. The documents that govern the AMICI Collaboration are as follows:

- I. This Agreement
- II. Its Annexes:

Annex 1 – Eligibility Criteria for the AMICI Core Group

Annex 2 – Terms of References of the AMICI Board

Annex 3 – Members of the AMICI Board

Annex 4 – Report on the networking and coordination model

- 1.4. Due to its high importance, the relationship between the Collaboration and private companies working in the field of accelerator technology is not explicitly part of this agreement but is detailed in Annex 4.
- 1.5. In the event of conflict between any conditions specified in the annexes and the provisions of the present Agreement, the latter shall prevail.

Article 2: Duration of the Agreement

- 2.1. This Agreement shall take effect on *the Commencement Date*, is concluded for a period of 5 (five) years (the "Term") and shall terminate on *31 December 20xx*, unless otherwise agreed by the Parties. The Agreement may be amended and/or extended only by mutual written agreement of the Parties.
- 2.2. At least 6 (six) months before the end of the Term, the AMICI Collaboration Board (cf. § 4.1) will organize and carry out a review of the Collaboration (cf. §§ 3.1 and 3.5). The outcome of this review shall be submitted to the Parties at least 3 (three) months before the end of the Term, with a recommendation regarding the conditions for the renewal of the Collaboration or its termination, as the case may be.

Article 3: Conditions of the Collaboration

- 3.1. The Parties together will form the Collaboration. The implementation of the Collaboration will be jointly carried out by the Parties.
- 3.2. The Parties hosting Infrastructure in the context of this agreement need to fulfill certain criteria to be or become members of the Core Group of this Collaboration. Details regarding these criteria and the fulfillment by the founding Parties are described in Annex 1.
- 3.3. Each Party decides which of its TPs it offers in the framework of this agreement.

- 3.4. The Parties ensure that a full suite of TPs is provided to ensure the goals of forming a European Technology Infrastructure active in the field of accelerators and SC magnets.
- 3.5. The AMICI Collaboration Board (cf. Annex 2) will elect a Collaboration Board Chair. The Chair shall:
- Be the spokesperson of the AMICI Collaboration
 - Chair the Collaboration Board meetings (cf. § 4.1 and Annex 2)
 - Call for and manage, including reporting on their use, Collaboration funds according to the terms of the present Agreement and the decisions of the Board (cf. §§ 5.3 and 5.4 and Annex 2)
 - Manage administrative and financial relations with associated partners (cfs. §3.11.2, 3.13.2)
 - Ensure that the decisions of the Collaboration Board are duly implemented for example if it is deemed necessary by the installation of a Steering Group, including efforts to harmonize the capabilities and availabilities of the Infrastructure (cf. Annex 2)
 - Be supported by a Collaboration Coordinator (cf. § 3.6)
- 3.6. The AMICI Collaboration Board (cf. Annex 2) will elect a coordinator of the Collaboration. The coordinator shall:
- Lead the coordination team best located at the Managing Institute (cf. § 3.7)
 - Circulate information within the collaboration for example via the collaboration web site and mailing lists
 - Help in the organization and running the collaboration meetings.
- 3.7. The **Managing Institute** shall
- Be selected by the Collaboration Board (cf. § 3.5) for a period of 5 years
 - Provide the secretariat of the Collaboration to support its spokesperson
 - Manage the funds of the collaboration (cf. § 5)
 - The Managing Institute starting at the Commencement Date is **DESY/CEA/STFC...???**
- 3.8. The goals of the Collaboration are to:
- Found a joint European Technology Infrastructure dedicated to the development, testing and production of accelerator components and superconducting (SC) magnets
 - Sustain the Infrastructure considered part of the AMICI Collaboration
 - Define the contents of the infrastructure of the AMICI partners and the necessary alignment for a common (across all Parties) Infrastructure
 - Define the roadmap of AMICI infrastructure for strategic evolution and development
 - Seek financing for the implementation of the roadmap
 - Setup project and working groups of common interest
 - Ensure availability of the AMICI infrastructure within the AMICI Collaboration and its access by external partners

- Ensure the availability of highly trained personnel to operate the AMCI Technological Facilities
- Ensure long term support, maintenance and development of the AMICI infrastructures
- Promote the availability of the AMICI infrastructure to external partners in particular to industrial partners
- Set-up a common compensation scheme for industrial use of AMICI infrastructure
- Set-up common rules and regulations for access to the AMICI infrastructures
- Propose training for external users, in particular industry, in the know-how, techniques and quality standards of the TFs
- Set-up, maintain and provide access to a database allowing preservation and dissemination of the common knowledge and know-how within the members and to the benefit of external users

*3.9. The name of the collaboration is AMICI Collaboration. The official web site is: <http://eu-amici.eu>
The official logo of the AMICI Collaboration is registered*

3.10. **Collaboration Membership**

The signature of the present Collaboration Agreement automatically gives a Party the right to the membership of the Collaboration.

3.10.1. The Collaboration is made up of Members. A Member is any Party which has signed the Collaboration Agreement and which contributes to the Collaboration with financial and, where appropriate, human resources. There are two categories of membership: Core Members and Associated Partners (cf. §§ 3.10.4 and 3.10.5).

3.10.2. Each Party's legal representative of the Core Group nominates a delegate to represent it in the Collaboration. The contribution of each Member to the Collaboration (cf. § 3.11) and its associated rights (cf. § 3.12) are ascribed according to its category (cf. §§ 3.10.4 and 3.10.5).

3.10.3. A Member retains its membership status as long as it actively exercises its duties as described in the present Agreement, including the payment of its financial contribution to the Collaboration (cf. § 5.1).

3.10.4. **Core Member**

A Core Member is an organization which hosts one of more Technical Platforms and fulfills all eligibility criteria laid out in Annex 1. A Core Member contributes to the financing of the Collaboration. Currently Core Members from industry are not foreseen however a core membership of industrial partners is explicitly not excluded.

3.10.5. **Associated Partner**

An Associated Partner is a lab or university hosting smaller TFs not or not yet fulfilling all the eligibility criteria laid out in Annex 1 or an organization regularly using the TFs of a Core member or having a working relationship with a Core member important for the goals of the AMICI Collaboration and for the advancement of accelerator technology in Europe at large. Currently it is not foreseen that private companies become Associated Partners but such a partnership is explicitly not excluded.

3.10.6. As on the Commencement Date all participants of the H2020 AMICI project are eligible to become either Core Members, subject to the signature of the present Agreement.

3.10.7. **New Member**

After the Commencement Date, an institution wishing to become a Member of the Collaboration must demonstrate that the eligibility criteria given in Annex 1 are fulfilled. Acceptance of new Members is subject to a vote of the Board as defined in its Terms of Reference (cf. § 4.6 and Annex 2).

3.10.8. **New Associated Partner**

After the Commencement Date, a Core Member can propose a university, university group or another publically funded organization as an Associated Partner. Acceptance of a new Associated Partner is subject to a vote of the Board as defined in its Terms of Reference (cf. § 4.7 and Annex 2).

3.11. **Collaboration Member and Partner Contribution**

The Members and Partners contribute to the Collaboration as follows:

3.11.1. **Core Members**

- Contribute to the financing of the Collaboration by paying an annual fee decided by the Collaboration Board (cf. § 5.1);
- Provide human resources to the maintenance and development of the Infrastructure in the context of the AMICI Collaboration. This contribution should be significant - 6 person months per year is considered a minimum - and should be dedicated to tasks recognized by the Board of general interest. The Board decides by a majority vote which tasks are of general interest (cf. Annex 2).

3.11.2. **Associated Partners**

- Contribute to the financing of the Collaboration by paying an annual fee decided by the Collaboration Board (cf. § 5.1).

- At the time of the Commencement Date no annual fee for Associated Partners will be requested

3.12. Collaboration Member Rights

A Member can influence strategic decisions via its voting right in the Collaboration Board (cf. § 4.1). The voting rights of the Members are weighted according to their status, as described hereunder. Further details of the voting mechanism are described in the Terms of Reference of the Board (cf. Annex 2).

3.13.1. Core Members

The voting weight of a Core Member is 1. A voting weight of 2 is attributed to the institute coordinating the Collaboration (cf. § 3.2).

3.13.2. Associated Partners

The Associated Partners of the Collaboration elect a representative of the partners for the Collaboration Board. The voting weight of a Representative of the Associated Partners is 1.

Article 4: Governance

- 4.1. A Collaboration Board consisting of one delegate from each Member shall be established. It shall be chaired by the Spokesperson of the Collaboration. The composition of the Board at the time of signature of this Agreement is described in Annex 3. The legal representative of the Parties shall inform the Chair of the Board, in writing, of any proposed change concerning their representative in the Board. Modifications in the composition of the Board shall be reflected in an update of Annex 3 to this Agreement, which shall be duly communicated to the Parties' legal and administrative representatives (cf. § 9.3).
- 4.2. One representative of the Associated Partners will be a member of the Collaboration Board.
- 4.3. The Board decides on the implementation of the Collaboration goals (cf. § 3.8) notably
 - invites guests from large RIs or other science panels to meetings of the Collaboration Board
 - monitors and assesses the progress of the Collaboration,
 - decides upon the access of new Members (cf. § 3.10.7) and the revocation of Members (cf. § 3.10.3)
 - decides on an annual program and budget,
 - decides on the annual membership financial contributions, and

- maintains the list of objectives in § 3.8 up-to-date and coordinates the efforts deployed in view of their accomplishments

4.4. As provided for in § 2.2, the Board shall examine the results of the final review of the Collaboration and make a recommendation to the Parties as to its renewal or termination, as the case may be.

4.5. The Board will meet face-to-face at least once per year. More frequent meetings may take place, as required, by the means deemed most appropriate by its Members (teleconference, etc.).

4.6. The members of the Board shall each have a vote, weighted according to their membership status (cf. § 3.12). Details on the voting mechanism of the Board are included in its Terms of Reference (cf. Annex 2).

4.7. The Terms of Reference of the Board, which take into consideration the provisions of §§ 4.1 to 4.6, are annexed to the present Agreement as Annex 2. Any amendments to the Terms of Reference shall be communicated to the legal and administrative representatives of the Parties (cf. § 9.3) for approval prior to their implementation. Such approval shall be communicated, in writing, to the Chair of the Board within 15 days of notice of amendments.

4.8. AMICI Coordination Team

The Collaboration Board (cf. §§ 4.1 to 4.7) installs a Coordination Team. The Coordination Team is supporting the execution of activities within the Collaboration to implement its goals (cf. § 3.8) and coordinates common efforts with the Associated Partners (cf. §3.10.5). Supported by the Industry Liaison Officers (ILOs) and Technology Transfer (TT) Groups of the Core Members (cf. 3.10.4) the Coordination Team is interfacing to industry and small and medium enterprises. The Coordination Team is lead be the Coordinator of the Collaboration (see of the present Agreement Annex 2).

4.9. Industry Advisory Board (AB)

4.9.1. The Industry Advisory Board (AB) is an external advisory body appointed by the Collaboration Board to give advice on strategic matters. It consists of representatives of industrial companies active in the field of concern of the AMICI collaboration. The AB will be composed of around 10 external members from industry, chosen by the Collaboration Board on the basis of their expertise in the domain of accelerators and magnets. The AB will meet upon request of the Board, at least once a year. The AIB will advise the Board on the occasion of the AMICI collaboration meetings.

4.9.2. Advise of the AB is sought with respect to the goals of the AMICI Collaboration as laid out in § 3.8 of this agreement in particular but not exclusively on the topics:

- Define the roadmap of AMICI infrastructure for strategic evolution and development
- Ensure availability of access to the AMICI infrastructure by external partners especially from industry
- Ensure the availability of highly trained personnel to operate the AMCI Technological Facilities
- Ensure long term support, maintenance and development of the AMICI infrastructures
- Promote the availability of the AMICI infrastructure to external partners in particular to industrial partners
- Set-up a common compensation scheme for industrial use of AMICI infrastructure
- Set-up common rules and regulations for access to the AMICI infrastructures

Article 5: Financial Provisions

5.1. The financial contributions to the Collaboration referred to in §§ 3.11.1, 3.11.2 and **Erreur ! Source du renvoi introuvable.** shall be due as of *01 January 20xx* and are defined as follows for the year *20xx*:

5.1.1. Annual fee for Core Members: *x € excluding VAT*

In addition to this financial contribution, Core Members will contribute the equivalent of X person months (minimum) for the availability, maintenance and operation (if needed) of the respective AMICI infrastructure.

5.1.2. Annual fee for Associated Partners: 0 €

5.2. The annual fees referred to in § 5.1 above are subject to change on an annual basis according to decision of the Board (cf. § 4.2). Modifications in the annual fees shall be recorded in the minutes of the Board and communicated to the Parties' legal and administrative representatives (cf. § 9.3). An amendment of the present Agreement shall not be required in the case of modification of the said fees.

5.3. The financial contributions received by the Collaboration will be used to finance tasks approved by the Board. These tasks will be of general interest for the community, but which do not necessarily form part of the core interest of all of the Members, such as (but not exclusively) maintaining a Party's own Infrastructure (as part of the AMICI TI), implementing new features, training of personnel in the context of knowledge transfer and service harmonization, maintaining the and writing of documentation.

5.4. The financial contributions shall be paid to the Managing Institute (cf. § 3.7) as a non-refundable lump-sum, further to the receipt of an invoice issued in January each year. VAT shall

be applied in accordance with the relevant legislation in force at the time of the issuance of the invoice.

- 5.5. Payments shall be made by bank transfer, within 45 days of receipt of invoice.
- 5.6. The Collaboration funds shall be allocated to a dedicated budget line within the Managing Institute (cf. § 3.7) and will be managed there according to the rules and regulations in force at the Managing Institute and are subject to internal and external audit controls.
- 5.7. For the execution of the tasks referred to in § 5.3, the Managing Institute may elect to outsource the work to an external company or hire extra personnel. The Managing Institute will present a detailed report justifying the use of the funds to the Board once per year.

Article 6: Confidentiality

- 6.1. Each Party undertakes to keep confidential and not to disclose to any Third Party and to use themselves solely for the purposes of the Collaboration any confidential or secret information in any form, including that directly or indirectly belonging or relating to the other Party(ies), its Affiliates, it's or their business, technical, legal or other or affairs, disclosed to it by the other Party(ies) in the course of the Collaboration, including without limitation any Background IP of the other Party(ies), provided that the disclosing Party has clearly and unambiguously specified their confidential nature, or, if disclosed orally or visually, that the disclosing Party verbally announced their confidential nature upon disclosure and confirmed this nature in writing within thirty (30) days ("Confidential Information").
- 6.2. Each Party undertakes to disclose Confidential Information of the other(s) only to those of its officers, employees, students and sub-contractors (and those of its Affiliates) to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement and to ensure that all such personnel are bound by terms of confidentiality equivalent to those contained herein. Nothing in this Agreement shall be construed as an obligation of a party to disclose Confidential Information to another Party.
- 6.3. All Confidential Information furnished hereunder shall be and shall remain the property of the disclosing Party. Confidential Information and any work that incorporates Confidential Information and copies of either shall, if so requested by the disclosing Party, be promptly returned to the disclosing Party or, at the disclosing Party's sole option, be promptly destroyed. If destroyed, such destruction shall be guaranteed in writing. The receiving Party may however keep one copy for archival purposes only.

- 6.4. The obligations contained in this article shall survive five years after the expiry or termination of this Agreement for any reason but shall not apply to any Confidential Information which the receiving Party shall have the burden of establishing by clear and convincing evidence:
- is publicly known at the time of disclosure to the receiving Party,
 - after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees or contractors,
 - can be shown by reasonable proof by the receiving Party to have reached its hands otherwise than by being communicated by the other party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a Third Party without any restriction on disclosure on such Third Party of which the recipient is aware, having made commercially reasonable due enquiry,
 - is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance, or
 - is approved for release, in writing, by an authorized representative of the disclosing Party.

Article 7: Licensing, Property Rights and Publication

- 7.1. The Parties remain the owners of the intellectual property rights for their Background IP. However, they shall make available to each other, free of charge and on a non-exclusive basis, any existing knowledge relevant to, and to be used uniquely for, the purposes of the Collaboration. A Party may refuse to communicate Background IP should it consider that the said Background IP does not fall within the scope of the Collaboration.
- 7.2. All Foreground IP shall belong equally to the Parties, which shall have free use for their own research purposes.
- 7.3. Results bearing on, but not issuing directly from, the work executed in the framework of the present Collaboration shall legally belong to the Party which obtained the results. The other Parties shall have no rights over the patents or corresponding know-how by virtue of the present Agreement.
- 7.4. The AMICI logo (cf. § 3.9) and trademark will be protected. Their use shall be subject to the appropriate acknowledgment of the Collaboration. The Collaboration will be registered as owner of the logo and trademark with those bodies the Board chooses. All members of AMICI

Collaboration have the right to use the logo and trademark for their own use.

- 7.5. Any publications written on behalf of the Collaboration shall be disseminated under the joint authority of the Parties as is customary and appropriate. Other than joint publications shall be submitted to the other Party(ies) at least thirty (30) days prior to submission for publication, for review and comment. The other Party(ies) undertake(s) to answer within thirty (30) days. Within this thirty (30) day period, the non-drafting Parties have the right to comment on and object to such proposed publication providing, clearly and concisely in writing, the extent (i.e. modification or complete withdrawal) and grounds (e.g. the presence of patentable material or Confidential Information) for such objection. Should the other Party(ies) not reply within this period, this shall be considered as tacit consent and acceptance for publication as proposed.
- 7.6. For other than joint publications, the Parties commit themselves to mention the Collaboration in all publications, presentations and any other advertising material referring to the results obtained in the framework of the Collaboration.

Article 8: Liability and Insurance

8.1. Disclaimer

With respect to any information or material (including Foreground IP and Background IP, hereinafter referred to as "Information") supplied by a Party to another Party in the frame of the Collaboration, no warranty or representation of any kind is made, given or implied, as to, including but not limited to, accuracy, merchantability, title, the sufficiency or fitness for purpose. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

8.2. Limitation of liability

A Party shall have no liability for direct, indirect, special, incidental, consequential, exemplary, punitive or other damages of any character including, without limitation, procurement of substitute goods or services, loss of use, data or profits, or business interruption, however caused and product liability or otherwise, arising in any way in relation to the Information, modified Information and/or the use or distribution of even if advised of the possibility of such damages.

For the avoidance of doubt, each Party will be liable for the damages it may cause to the other Party's own property during the performance of this Agreement.

8.3. Damage caused to Third Parties

Each Party shall be solely liable for any loss, damage or injury to Third Parties resulting from the

performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Foreground IP or Background IP.

8.4. Staff injury

Each Party shall take responsibility for its own staff, in the following areas: - the legislation applicable to the employer covering social security and similar employment obligations, and - accidents in the work place and professional illnesses, and shall fulfill all legal formalities that are necessary. Each Party is liable for compliance with the applicable law(s) for damages caused by its staff to the staff of the other Party(ies).

Article 9: General Provisions

9.1. Relationship of the Parties

The Parties are independent contractors, and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties.

9.2. Any amendment to this Agreement or the annexes shall be made in writing. An oral agreement shall not be binding on the Parties.

9.3. The Parties shall each nominate representatives fully authorized by the respective Parties for the execution of the Agreement. In the case of a change of representative, the Party concerned shall inform the coordinator of the Collaboration, in writing, of such change.

Article 10: Withdrawal, Breach and Termination

10.1. A Party may leave the Collaboration, at any time, with a notice period of 6 (six) months. Such notice shall be written, addressed to the Chair of the Board and shall provide due justification for its withdrawal.

10.2. In no case shall the financial contribution (cf. § 5.1) of the withdrawing Party be reimbursed.

10.3. The chair of the Collaboration undertakes not to withdraw from the Collaboration during the Term as long as there is at least one other party interested in its continuation.

10.4. Should a Member fail to fulfill its obligations (e.g. pay its financial contribution and/or contribute resources), it shall cease to be a member of the Collaboration further to a decision of the Board

according to a qualified majority of 66% of the quorum (cf. Annex 2). The defaulting Member shall have no voting rights with respect to the aforementioned decision.

Article 11: Final Provisions

11.1. This Agreement is subject to **European law**.

11.2. All documents relating to this Agreement shall be written in English.

11.3. The present Agreement is concluded intuitu personae. As a consequence, it cannot be ceded by one of the Parties without the prior written agreement of the other Parties.

11.4. In the event of a disagreement the Parties shall seek to resolve their differences amicably.

11.5. In the event of lasting disagreement, exclusive jurisdiction is given to the appropriate Courts of **Where?**

Signature Pages

Annex 1: Eligibility Criteria for being or becoming Member of the AMICI collaboration

This Annex defines the conditions, hereafter named Eligibility Criteria, required to be or become Member of the AMICI collaboration as defined in Art. 3.10 of the Collaboration Agreement. The Eligibility Criteria have been established during the AMICI H2020 project in Deliverable 3.1.

This Annex has been approved by the Parties to the Collaboration Agreement and remains official until it is either denounced or modified by the Collaboration Board. Any amendments shall be communicated to the legal and administrative representatives of the Parties to the Agreement for approval prior to their implementation. Such approval shall be communicated, in writing, to the Chair of the Collaboration Board within 15 days of notice of amendments.

1. Eligibility Principle

The eligibility key principle is the capacity and the willingness of the new Member

- to integrate its Technological Facility (TF), or part of it, in the accelerator and magnet European Technology Infrastructure, organized within the AMICI Collaboration, in view of coordinating the efforts and developments towards the construction of future Research Infrastructures,
- to provide access to its technical platforms (TP) to other partners and to industries,
- to reinforce the technical spread and the expertise of the existing Technology Infrastructure and hence contribute to more efficient sharing of efforts at the European level.

2. Eligibility Criteria

The criteria used to assess if the new Member fulfills the principle are:

1. the TF record and future plans of contributions to the construction of Research Infrastructures, in collaboration with other TFs,
2. the TF record and future plans of collaboration with industry,
3. the policy to provide access to its Technical Platforms to partner and industry collaborators,
4. the operability of the platforms in terms of financial and human resources,
5. the adaptability and versatility of the Technological Facility to evolving technical needs.
6. the complementarity of the Technological Facility within the TI
7. the strength of personnel and technical platforms in some critical areas

The fulfillment of these criteria should be itemized and verified in the Membership Accession Agreement, together with a detailed description of the technical platforms constituting its Technological Facility.

Annex 2: Terms of reference of the Board of the AMICI Collaboration

The present document

The present document represents the Terms of Reference and defines the rules of governance of the AMICI Collaboration. The present document has been approved by the Parties to the Collaboration Agreement ("the Agreement"). It remains official until it is either denounced or modified by the Collaboration Board. Any amendments shall be communicated to the legal and administrative representatives of the Parties to the Agreement for approval prior to their implementation. Such approval shall be communicated, in writing, to the Chair of the Collaboration Board within 15 days of notice of amendments

The present version is the version of *January 20XX*.

1. Object of the Collaboration

The object of the Collaboration is defined in detail in the collaboration agreement of which this annex is a part of.

The Collaboration is represented by the Collaboration Board.

2. Missions of the Collaboration Board

The Collaboration Board is in charge of the definition of the strategy and the roadmap of the evolution of the AMICI infrastructures into a joint European Technology Infrastructure. Its general duties are expressed in article 4 of the Collaboration Agreement.

The Board ensures the implementation of the Collaboration goals as summarized below:

- Define the contents of the infrastructure of the AMICI partners and the necessary alignment for a common (across all Parties) Infrastructure
- Define the roadmap of AMICI infrastructure for strategic evolution and development
- Setup project and working groups of common interest
- Seek financing for the implementation of the roadmap
- Ensure availability of the AMICI infrastructure within the AMICI Collaboration and external partners
- Ensure the availability of highly trained personnel to operate the AMICI infrastructures
- Ensure long term support, maintenance and development of the AMICI infrastructures
- Promote the availability of the AMICI infrastructure to external partners in particular also to industrial partners

- Set-up a common compensation scheme for industrial use of AMICI infrastructure
- Set-up common rules and regulations for access to the AMICI infrastructures

The Board seeks advice on its mission and goals by the installation of an Industry Advisory Board composed of around 10 external members from industry based on their expertise in the domain of accelerators and magnets. More details are laid out in article 4 of the Collaboration Agreement.

3. Collaboration Board Meetings

The Collaboration Board meeting takes place at least once a year. It is desirable to hold the Board meeting as a side event to an AMICI Collaboration meeting. Each Member should host the meeting on a round robin basis.

Attendance:

The board meeting attendance is limited to the members of the Board, representatives of the Associated Partners and Associated Industry Partners and the Collaboration Coordinator (cf. section 3). A secretary can also be present for taking the notes during the meeting. In that case he or she should be introduced at the opening of the meeting by the Collaboration Board Chairperson (cf. section 2). If a delegate cannot be present, he or she can nominate a deputy and announce it via email to the Chairperson and other delegates 10 days prior to the meeting. The deputy shall have the same voting rights as the delegate.

The Board meeting is chaired by the Board's chairperson (cf. section 2).

The agenda of Collaboration Board meeting should contain at least the following items:

- Approval of the agenda
- Follow-up of the action list of the last meeting
- Reports from projects or working groups
- Presentation of the executed budget by the chairperson and vote
- Technical decisions
- Proposal for next budget by the chairperson and vote
- Designation of the host of the Board and / or Collaboration meeting

4. Collaboration Board Chairperson

The Collaboration Board is chaired by the delegate of the Managing Institute. The Chairperson represents the AMICI Collaboration and its joint European Technology Infrastructure world-wide.

The Chairman is responsible for ensuring the implementation of the decisions taken by the Board and is in charge of managing the budget of the Collaboration. He/she will propose a yearly budget to the SC and an annual financial report of spending.

If he/she thinks it is necessary, an extraordinary Board meeting can be called or a request for decision by email made for making an important or urgent decision. It is left up to the Chairperson to decide if a matter is important or urgent.

The Chairperson is mandated by the Collaboration Board to take the necessary decisions for executing the tasks decided by the Board, e.g. officially admitting new Core and Associated Partners upon decision by the Collaboration Board, purchase services to external companies according to the internal regulations of the Managing Institute.

According to the Managing Institute internal regulations, the Chairperson is considered as the user mandated to sign orders on behalf of the Collaboration for all orders below a value of **xxxx €**.

All spending must be first approved by the Board and then submitted to the internal purchasing regulations of the Managing Institute.

In January **20XX**, the Collaboration Board chairperson is **?????**

5. Collaboration Coordinator

The Collaboration Coordinator (CC) is elected by the Collaboration Board. The candidates should be proposed by one of the Collaboration Board members. He/she fulfills the role for a 2-year mandate and can be re-elected once. After that a new CC must be elected.

The CC is leading the Coordination Team of the Collaboration as detailed in the collaboration agreement of which this annex is a part of.

The CC is in charge of the circulation of the information within the Collaboration.

The CC is responsible for the content of the AMICI Collaboration website and keeping it up-to-date. The CC supervises and moderates access to the AMICI Collaboration mailing list.

The CC is in charge of the organization and smooth running of the Collaboration Board meetings. The CC prepares the agenda of the meeting based on input from the Board Chairperson and members, and is in charge of writing and publishing the minutes of the Collaboration Board meetings.

The CC helps the organizers of the Collaboration Meeting to find a date, a venue, find speakers and fix the program.

6. Voting mechanism

Each delegate has a voting right according to the membership type of his/her institution. (cf. §3.6 of the Collaboration Agreement).

The quorum necessary to proceed to vote is defined as 75% of the sum of the weights of all the Members.

Each Member should have paid its due yearly financial contribution in order to validate the voting rights of its delegates.

If the financial contribution of a Member has not been paid at the date of the Collaboration Board meeting, the Member may in exceptional cases, and providing due justification e.g. temporary budgetary issues, request the Collaboration Board to accept a delay in payment. In that case, the requestor may not vote and the quorum is reduced by the corresponding weight.

Should a Member fail to fulfill its obligations (e.g. pay its financial contribution and/or contribute resources), without due justification as described in the previous paragraph, the Collaboration Board shall vote on its exclusion from the Collaboration (see below: Structural Decisions). The defaulting Member shall have no voting rights with respect to the aforementioned decision.

The votes take place during the Collaboration Board meeting by a show of hands. The CC keeps track of the accounting of the votes.

If deemed necessary by the SC Chairperson, a vote can also be called outside the frame of a Board meeting via email.

Operational Decisions:

Operational decisions are taken by simple majority (i.e. more than 50% of the quorum). Operational decisions concern:

- Vote of the budget
- Technical decisions, e.g. on the harmonization of capabilities, availability, accessibility etc of the European Technology Infrastructure or parts thereof
- Collaboration meeting decisions
- Exceptional purchasing or contract with companies of more than **xxxx €** and less than **xxxx €**

Structural Decisions:

A qualified majority of 66% of the quorum is required for structural decisions, such as:

- Change in the present Terms of Reference
- Admission of a new member and partners
- Exclusion of an existing member or partners
- Change in the contribution fees
- Spending or major contract representing more **than xxxx €**

In case of email voting a clear deadline must be given with at least 2 weeks' notice.

If the majority of the quorum is reached upon expiration of the deadline, the decision is approved.

7. Collaboration Meeting

The AMICI Collaboration Meeting is:

- Open to the entire community.
- Organized at least once a year

In principle, such meetings will be hosted and organized by the members of the Collaboration, on a round robin basis. However, they may also be hosted by a non-Collaboration member. The place and the date of the Collaboration Meetings should be approved by the Collaboration Board. Hosts shall be entitled to charge a fee in order to cover the costs related to the organization of the meeting. The CC will provide assistance in the organization of the meetings and the preparation of the agendas.

The Collaboration Meeting should have the following structure:

- Total duration of 3 days.
- First morning dedicated to Collaboration Board meeting.
- 4 half days plenary sessions, plenary sessions finishing end of the last morning.
- Last afternoon can be dedicated to site visits

8. Collaboration Board Members

In January 20XX the Collaboration Board is composed of the following members. Those members are participants of the H2020 AMICI project signed on xx.xx.xxx and are eligible as Core Members according to the criteria laid out in Annex 1 to the AMICI Collaboration Agreement.

Institution	Delegate	Membership (cf. § 3.10 of the AMICI Collaboration contract)	Voting voices

9. Membership evolution

After the commencement date, an institution wishing to become a Member of the Collaboration must be eligible according to the criteria laid out in Annex 1. Acceptance of new Members is subject to a vote of the Collaboration Board during yearly Board meetings. (cf. § 4).

Annex 3: Members of the AMICI Collaboration Board

The present document

In *month 20XX* the Collaboration Board is composed of the following members.

Institution	Delegate	Membership (cf. § 3.10 of the AMICI Collaboration contract)	Voting voices