***Draft***

**PROTOCOL**

**TO**

**THE COOPERATION AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF LATVIA**

**AND**

**THE EUROPEAN ORGANIZATION**

**FOR NUCLEAR RESEARCH (CERN)**

**concerning**

**Cooperation in Particle Physics and Other Areas of Mutual Interest**

**2019**

The Government of the Republic of Latvia (hereinafter referred to as “GRL”),

on the one hand,

and

The European Organization for Nuclear Research(hereinafter referred to as “CERN”), an Intergovernmental Organization having its seat at Geneva, Switzerland,

on the other hand,

hereinafter collectively and individually referred to as the “Parties" and the "Party" respectively,

**CONSIDERING:**

The Cooperation Agreement (ICA-LV-0137) between the Government of the Republic of Latvia and the European Organization for Nuclear Research (CERN) concerning the Scientific and Technical Cooperation in High-Energy Physics concluded in 2016 (the “2016 Cooperation Agreement”);

The common interest of the Parties in developing scientific and technical cooperation in particle physics and other areas of mutual interest;

That Article 4.1 of the 2016 Cooperation Agreement provides that its execution is subject to the conclusion of Protocols detailing, for each research project, the cooperation between the parties to such Protocol;

That the Parties wish to continue the scientific collaboration between CERN and institutions in the Republic of Latvia in accordance with the provisions of this protocol (the “Protocol”),

**agree as follows:**

**ARTICLE 1**

**Scope**

* 1. The purpose of this Protocol is to establish an operational framework for scientific collaboration between the Parties in particle physics, including but not limited to the development of the Centre of High Energy Physics and Accelerator Technologies in Latvia, and in such other fields of common interest as the Parties may identify, including in experimental collaborations. The Parties shall use the results of their collaboration for peaceful purposes only. Except as otherwise provided in this Protocol the provisions of the 2016 Cooperation Agreement shall *mutatis mutandis* apply to the execution of this Protocol.
  2. In addition to the aforementioned scientific collaboration between the Parties, this Protocol shall also cover: (i) participation of Latvian students in CERN’s Summer School Programme, (ii) visits by Latvian PhD students and school children to CERN, and (iii) participation by Latvian teachers in CERN’s Teacher Programmes, in line with existing frameworks for these programmes. The Parties shall agree on the aforementioned items on an annual basis, it being understood that such agreement shall be subject to availabilities on either side.

**ARTICLE 2**

**Organization**

2.1 The execution of this Protocol is subject to the conclusion of Addenda to this Protocol between CERN and scientific institutes and/or higher education institutions from the Republic of Latvia, detailing for each project, the scope of the collaboration between the parties to the Addendum, the required resources, each party’s contribution, the time schedule and the management (including the appointment of representatives) of such collaboration. The collaboration may include the exchange of personnel, the joint organization of workshops and the participation of the personnel of one party in the training programmes of the other party. It is understood that if a scientific institute and/or higher educational institution of the Republic of Latvia, and/or funding body from the Republic of Latvia would become a member of an experimental collaboration at CERN, the provisions of the pertinent Memorandum of Understanding shall prevail over the provisions of this Protocol and the relevant Addendum in respect of its contribution to such experiment.

2.2 The procurement of any materials, equipment and services in the execution of this Protocol shall be in accordance with the rules and procedures of the procuring Party.

2.3 Any collaboration shall cease through the termination of the activity concerned or of this Protocol.

**ARTICLE 3**

**Mandate of GRL’s national contact person**

The Ministry of Education and Science of the Republic of Latvia (hereinafter referred to as “MoES”), the leading public administration institution in the fields of education, science and sport as well as the youth and state language policy in the Republic of Latvia shall appoint a national contact person for collaborations with CERN under the 2016 Cooperation Agreement who shall be responsible for the execution of the following tasks:

1. liaise between CERN and GRL ;
2. support the implementation of the 2016 Cooperation Agreement by, *inter* alia, facilitating the exchange of information between CERN and relevant institutions and bodies in the Republic of Latvia;
3. facilitate the contacts between Latvian scientists and relevant CERN Groups as well as the experimental collaborations at CERN;
4. identify and promote new collaboration opportunities between Latvian scientific institutes and higher education institutions, on the one hand, and CERN, on the other hand;
5. coordinate the participation of Latvian students in the CERN student programmes;
6. support the participation of Latvian teachers in CERN’s Teacher Programme;
7. promote and facilitate various CERN events in the Republic of Latvia;
8. promote and coordinate guest lectures by CERN scientists in the Republic of Latvia;
9. coordinate the visits of Latvian representatives to CERN;
10. and other similar tasks.

**ARTICLE 4**

**GLR’s national contact person and CERN’s representative**

For the purpose of the implementation of this Protocol, CERN’s representative shall be:

Dr Christoph Schaefer, Senior Adviser, International Relations Sector, email: [Christoph.Schaefer@cern.ch](mailto:Christoph.Schaefer@cern.ch)

and GRL’s representative shall be:

Dr Toms Torims, Professor at Riga Technical University, email: [Toms.Torims@rtu.lv](mailto:Toms.Torims@rtu.lv) who is herewith appointed by MoES as its national contact person in accordance with Article 3 above.

It is understood that any change of GRL’s national contact person and/or CERN’s representative shall be subject to an exchange of letters between the Parties. The aforementioned representatives shall meet or communicate otherwise whenever deemed appropriate.

**ARTICLE 5**

**Personnel**

5.1 The Parties shall ensure the selection of personnel with the necessary skills and competence to take part in the collaborations.

5.2 Except as agreed otherwise, each Party shall pay for the travel of its own personnel to the other Party or, as the case may be, to any other destination.

5.3 All personnel taking part in the collaborations shall have a legal link with their home institution (i.e. the sending institution) participating in the execution of the corresponding Addendum. The home institution shall bear exclusive responsibility for the remuneration of its employees and for social insurance, including, for any personnel performing work at CERN and any member of the family accompanying them, health and accident insurance at levels prevailing in its Host States, Switzerland and France. All personnel taking part in the collaborations shall have adequate financial resources to support themselves and accompanying family members. Each Party shall hold the other Party free and harmless from any liability in this respect.

**ARTICLE 6**

**Safety**

6.1 The personnel of each Party shall comply with the rules of conduct and safety in force at the host Party.

6.2 Any item or equipment constructed and used under this Protocol shall conform to the rules for industrial safety in force at the host Party where it will be installed and operated.

**ARTICLE 7**

**Intellectual Property**

7.1 Information disclosed under this Protocol by one Party to the other Party shall not create any proprietary right in respect of such information for the receiving Party.

7.2 Title in intellectual property developed by a Party in the execution of this Protocol shall be vested in that Party, who shall grant a free, non-exclusive license to such intellectual property to the other Party for the execution of its scientific programme (including through its partners and sub-contractors).

7.3 Where title in intellectual property is jointly vested in the Parties, they shall agree on the making available to third parties of 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 execution of their scientific programmes.

7.4 The providing Party gives no warranty in respect of intellectual property made available by it to the other Party under this Protocol, and the receiving Party shall hold the providing Party free and harmless from any liability arising from its use (including by its partners and sub-contractors) of such intellectual property.

**ARTICLE 8**

**Publications**

8.1 In accordance with the principle of providing open access to information and always subject to provisions of Article 7, the Parties shall strive to jointly publish the results of their collaboration.

8.2 All publications shall acknowledge the collaboration including, if so requested by a Party, the persons having taken part in the development of the results that form the subject of the publication.

**ARTICLE 9**

**Liability**

Except in case of gross negligence or wilful misconduct by the other Party or as may result from Articles 5.3 or 7.4 of this Protocol, each Party shall bear its own loss and damage in connection with this Protocol. Notwithstanding the foregoing, each Party shall hold the other Party free and harmless from liability for loss or damage caused by the former to third parties under or in connection with this Protocol.

**ARTICLE 10**

**Confidentiality**

10.1 Each Party shall treat as confidential any information provided to it by the other Party and designated as confidential or of which its confidential character should reasonably be understood. Except as agreed otherwise in writing, this confidentiality obligation shall continue for a period of five (5) years from the date of termination of this Protocol. The receiving Party shall not use such information for any purpose other than the execution of this Protocol and shall not disclose it to any third party without prior written permission of the disclosing Party.

10.2 No confidentiality obligation shall apply to information which the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party; became part of the public domain after such communication but not through any fault of the receiving Party; was already in possession of the receiving Party at the time of signature of this Protocol; has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or has been developed by the receiving Party independently and outside the scope of this Protocol.

**ARTICLE 11**

**Duration**

This Protocol shall take effect on the date of its signature. Subject to the continued validity of the 2016 Co-operation Agreement, it shall remain valid for a period of five (5) years and shall thereafter be prolonged automatically for one-year periods, unless and until terminated by joint agreement or by one Party giving the other six (6) months prior written notification. Articles 5, 7, 9,10 and 11 of this Protocol shall survive its termination, howsoever caused.

Done in duplicate, in the English and Latvian languages, it being understood that in case of issues of interpretation or conflict between the two versions, the English version shall prevail.

Signed in …….. on ……….

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| **For the Government of the Republic of Latvia (GRL)** | **For the European Organisation for Nuclear Research (CERN)** |
| ……………………………..  Dr Ilga Šuplinska  Minister of Education and Science | ……………………………………….  Dr Fabiola Gianotti  Director-General |