**PROTOCOL**

**TO**

**THE COOPERATION AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF LATVIA**

**AND**

**THE EUROPEAN ORGANIZATION**

**FOR NUCLEAR RESEARCH (CERN)**

**concerning**

**Scientific and Technical Cooperation in High-Energy Physics**

**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 Scientific and Technical Cooperation in High-Energy Physics concluded in 2016 ( the “2016 Cooperation Agreement”);

That Article 4.1 of the 2016 Cooperation Agreement provides that its execution is subject to the conclusion of detailed Protocols;

That this protocol (the “Protocol”) provides an operational framework for cooperation between the Parties,

**agree as follows:**

**ARTICLE 1**

**Scope**

* 1. The purpose of this Protocol is to establish an operational framework for collaboration between the Parties in scientific and technical cooperation in particle physics, including in experimental collaborations, and in such other fields of common interest as the Parties may identify.
  2. In application of the foregoing, the Parties may decide to collaborate, *inter alia*, in the following activities:

1. Participation of Latvian students in CERN’s Student Programmes and the Summer School Programme;
2. Participation by Latvian teachers in CERN’s Teacher Programme;
3. Visits by Latvian students to CERN;
4. Scientific and technical input by CERN towards the possible development by Latvia of a Centre of High Energy Physics and Accelerator Technologies in Latvia; and
5. Teaching activities at Latvian Universities by senior physicists and engineers from CERN.

The implementation and modalities of such activities shall be subject to priority for CERN’s scientific programme, the availability of its resources and internal capacity.

* 1. The Parties shall use the results of their collaboration for peaceful purposes only.
  2. The provisions of the 2016 Cooperation Agreement shall *mutatis mutandis* apply to the execution of this Protocol.

**ARTICLE 2**

**Organization**

2.1 Except as agreed otherwise by the Parties, the execution of this Protocol is subject to the conclusion of Addenda between CERN and Ministry of Education nad Science, scientific institutes and universities, including their funding bodies, from Latvia, detailing the scope of the collaboration between the parties to the Addendum, the required resources, each party’s contribution and the time schedule and the management (including the appointment of representatives) of such collaboration.

2.2 It is understood that if an institute or university from 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.

2.3 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.

2.4 Any collaboration shall cease through the termination of the activity concerned or of this Protocol, or the pertinent Addendum.

**ARTICLE 3**

**Personnel**

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

3.2 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.

3.3 Where CERN acts as a host Party or otherwise receives Latvian personnel in the execution of this Protocol, the Latvian personnel may be appointed as associated members of the personnel pursuant to the conditions set out in the CERN Staff Rules and Regulations from which it follows that, for the duration of their association with CERN (i) the Latvian personnel shall have a legal link with a Latvian scientific institute or university, (ii) the Latvian scientific institute or university shall be responsible for their social insurance, (iii) the Latvian personnel shall maintain medical insurance cover adequate in Switzerland and France for themselves and accompanying family members, which shall include cover for occupational illness and accidents for the Latvian personnel, (iv) such medical insurance shall also cover for any duty travel required as part of a collaboration and (v) the Latvian personnel shall have adequate financial resources to support themselves and accompanying family members. The Latvian scientific institute or university shall hold CERN free and harmless from liability in connection with the subject matter of this Article.

**ARTICLE 4**

**Mandate of the Latvian national contact person**

It is understood that the Ministry of Education and Science of the Republic of Latvia shall appoint a national contact person to coordinate the execution of this Protocol on the part of Latvia.

To facilitate the activities detailed at Article 1.2, this role includes in particular:

1. liaising between CERN and the Government of the Republic of Latvia, including between Latvian scientists and engineers and relevant CERN Groups, as well as with the experimental collaborations at CERN;
2. coordinating the participation of Latvian students and teachers in CERN programmes; and
3. promoting and coordinating guest lectures by CERN physicists and engineers in Latvia.

**ARTICLE 5**

**Contact persons**

For the purpose of the implementation of this Protocol, the contact persons shall be:

For the Government of the Republic of Latvia:

Dr Toms Torims, Professor at Riga Technical University and national contact person, email: Toms.Torims@rtu.lv

For CERN:

Dr Christoph Schaefer, Senior Adviser, International Relations Sector, email: Christoph.Schaefer@cern.ch

or such successors as each Party may designate and communicate to the other Party.

The contact persons shall meet or otherwise communicate whenever deemed appropriate.

**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 activity, equipment or other item contributed by a Party under this Protocol shall conform to the safety rules, including any specific safety requirements, in force at the host Party where such activity will be performed or such equipment or other item 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 (including through its partners and sub-contractors).

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 3.3 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 signature by the last Party to sign. Subject to the continued validity of the 2016 Co-operation Agreement, it shall remain valid for an initial 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 3, 7, 9, 10 and 11 of this Protocol shall survive its termination, howsoever caused.

Done in duplicate, in the Latvian and English 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 |