

ORGANISATION EUROPÉENNE POUR LA RECHERCHE NUCLÉAIRE

EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

Laboratoire Européen pour la Physique des Particules
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CERN GENERAL CONDITIONS

**APPLICABLE TO THE EXECUTION OF
EXPERIMENTS**

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CERN GENERAL CONDITIONS

APPLICABLE TO THE EXECUTION OF EXPERIMENTS

The mission of the European Organization for Nuclear Research (“CERN”) is to construct and operate scientific facilities for fundamental research in high-energy physics and to sponsor international cooperation in this field. As part of its mission, CERN hosts collaborations (each a “Collaboration”) that perform experiments using CERN’s facilities, for peaceful purposes only. Each Collaboration is formed of multiple research institutions (“Collaborating Institutions”).

These General Conditions define CERN’s role as Host Laboratory and set out the organisational, financial and other rules and procedures applicable to Collaborations and Collaborating Institutions.

1. SCOPE OF APPLICATION

- 1.1 These General Conditions apply in their entirety in respect of Approved Experiments. The status of Approved Experiment is granted to experiments executed on the CERN site and normally including CERN as a Collaborating Institution. This status is granted following approval by the CERN Research Board of a written proposal, drawn up by a number of interested institutions, and upon recommendation of such proposal by the pertinent Experiment Committee to the CERN Research Board. This process takes into account scientific interest, technical feasibility and potential regulatory and resource constraints. Upon approval, the Approved Experiment becomes part of CERN’s Scientific Programme. Approved Experiments are subject to periodic scientific review by the pertinent Experiment Committee and the CERN Research Board.
- 1.2 Articles 2, 5.1, 5.5-5.22 and 8-11 of these General Conditions apply in respect of Recognised Experiments. The status of Recognised Experiment is granted to experiments in particle physics and related domains, created and principally executed outside of CERN, following recognition by the CERN Research Board upon a recommendation by the Recognised Experiments Committee. CERN, on a time-limited basis, offers them basic services at marginal cost.

2. GENERAL PRINCIPLES

- 2.1 These General Conditions are legally binding, both for each Collaborating Institution and for CERN as Host Laboratory. They shall prevail in the event of inconsistency with any other provision in the legal framework governing the experiment.
- 2.2 Each Collaborating Institution is responsible for ensuring compliance with these General Conditions by its personnel.
- 2.3 Any reference to these General Conditions or to a specific CERN document referred to therein is to the most recent version thereof.

3. LEGAL FRAMEWORK OF APPROVED EXPERIMENTS

The legal framework applicable to Approved Experiments comprises the following documents approved by the CERN Research Board:

- the Experimental Proposal, describing the experimental concept;

- the Technical Design Report; and
- the Memorandum of Understanding (“MoU”), which sets out the experiment’s scientific purpose and organisational, financial and other arrangements and is to be implemented on a best-effort basis, save for compliance with these General Conditions, which are legally binding.

4. MOUs OF APPROVED EXPERIMENTS

The MoU shall include:

- 1) the list of the Collaborating Institutions and their Funding Agencies;
- 2) the responsibilities of each Collaborating Institution in respect of:
 - a) design, construction and installation;
 - b) maintenance and operation;
 - c) dismantling and/or disposal of any substance, material, component, machinery or other item brought onto the CERN site by the Collaborating Institution for the purpose of the experiment (“Equipment”); and
 - d) organisational and financial arrangements;
- 3) the list of persons with specific responsibilities within the experiment (including the Spokesperson and the Technical and the Resources Coordinators, who shall both normally be CERN staff members), along with their contact details, which shall be included and regularly updated in the electronic register of CERN’s experiment programme and projects (“the Greybook”¹). In the event of inconsistency with the information in the Greybook, the latter shall prevail;
- 4) an explicit statement that these General Conditions apply.

5. OBLIGATIONS OF COLLABORATING INSTITUTIONS

Finance

- 5.1 The use of CERN Third-Party Accounts is subject to the “Conditions applicable to the opening and use of Third-Party Accounts”².
- 5.2 Each Collaboration shall establish procedures for decision-making on financial matters, including through a body responsible for financial review.
- 5.3 The financial review body shall consist of one representative of CERN as the Host Laboratory, acting as chair, one representative of each Collaborating Institution or Funding Agency, as the case may be (including CERN, where applicable), and the Resources Coordinator.
- 5.4 The financial review body shall review:
 - the financial contributions of each Collaborating Institution;
 - the annual budget of the Collaboration;
 - the expenses incurred by the Collaboration; and
 - a record of the ownership of Equipment (the “Ownership Inventory”).

This review process shall be carried out on an ongoing basis and give rise to an annual report.

¹ <https://greybook.cern.ch/greybook/>

² <https://cds.cern.ch/record/2137994>

Personnel of Collaborating Institutions

- 5.5 CERN may host personnel of a Collaborating Institution insofar as required for the execution of the experiment, as associated members of the CERN personnel or, as the case may be, without personnel status at CERN, subject to conditions including, but not limited to, the following:
- a) the personnel shall have a legal link³ with their Collaborating Institution;
 - b) the Collaborating Institution shall be responsible for its personnel's social insurance cover, which shall include health and accident insurance (including protection against occupational illness and occupational accidents) and shall provide adequate cover in Switzerland and France, as well as any countries visited during travel undertaken in the context of the experiment;
 - c) if, for any reason, the Collaborating Institution is unable to provide its personnel with such health and accident insurance, the personnel shall obtain it themselves. The Collaborating Institution remains responsible for ensuring that adequate insurance is taken out and maintained for the duration of their stay at CERN;
 - d) the personnel shall have adequate financial resources to support themselves and any accompanying family members;
 - e) any accompanying family members shall have health and accident insurance providing adequate cover in Switzerland and France.
- 5.6 During their presence at CERN, and regardless of whether or not they are appointed as members of CERN's personnel, the personnel of a Collaborating Institution shall comply with the applicable CERN rules and regulations, the "CERN Code of Conduct"⁴ and the document "Integrity at CERN"⁵.
- 5.7 Each Collaborating Institution shall inform its personnel of the content of this Article.

Data privacy

- 5.8 Each Collaborating Institution shall comply with "CERN's data privacy framework"⁶.

Equipment

- 5.9 Each Collaborating Institution shall make available on the CERN site the Equipment that it has undertaken to provide, in accordance with the Collaboration's agreed timetable and technical specification.
- 5.10 Except as otherwise provided for in these General Conditions or as agreed in writing between the Collaborating Institution and the CERN Director responsible for research, ownership of Equipment remains with the providing Collaborating Institution.

³ The home institution shall be either the personnel's employer, educational establishment, recognized funding body, or any equivalent body expressly recognized as such by CERN.

⁴ <https://cds.cern.ch/record/2240689/>

⁵ <https://cds.cern.ch/record/2007473/>

⁶ <https://cds.cern.ch/record/2651311/>

- 5.11 If Equipment is jointly owned by two or more Collaborating Institutions, the term “Collaborating Institution” shall refer to any and all of them and their obligations shall be joint and several.
- 5.12 If each Collaborating Institution’s share of ownership in Equipment cannot be ascertained, such Equipment shall be deemed jointly owned by the Collaborating Institutions concerned.
- 5.13 The Collaboration shall keep an up-to-date Ownership Inventory. CERN reserves the right to exercise ownership rights, if ownership cannot be ascertained.
- 5.14 If a Collaborating Institution withdraws from a Collaboration, its Equipment shall remain available for as long as required for the experiment, unless otherwise agreed by the Collaboration.
- 5.15 Following a decision taken by a Collaboration that Equipment is no longer required for the experiment, or a decision taken by the CERN Research Board to close the experiment, or a decision taken by CERN for imperative reasons related to such matters as safety, environment or regulatory constraints, each owning Collaborating Institution shall, as soon as feasible, and in any event no later than as requested by the CERN Director responsible for research, dismantle, remove and safely dispose of the Equipment at its own expense. Disposal may take the form of a donation of Equipment.
- 5.16 Should an alternative use on the CERN site be identified for Equipment, ownership thereof may be transferred to another party, subject to written approval by the CERN Director responsible for research and the conclusion of a written agreement between the owning Collaborating Institution and the receiving party. Ownership and all obligations in respect of such Equipment under the General Conditions shall thereupon be transferred to the receiving party.
- 5.17 If, notwithstanding CERN having given written notification of its failure to do so, a Collaborating Institution has not implemented its obligations under this Article, CERN shall, at the expense of the owning Collaborating Institution, be entitled to dismantle and dispose of Equipment, in any manner that it deems appropriate.

Safety

- 5.18 The term “Safety” covers occupational health and safety, including radiation protection, the protection of the environment and the safe operation of CERN’s installations, including radiation safety.
- 5.19 The “CERN Safety Policy”⁷ sets out the principles, and the “Safety Rules”⁸ set out the responsibilities, in matters of Safety of each Collaborating Institution and of CERN as the Host Laboratory. Each Collaboration shall establish a document defining its organisation in matters of Safety.
- 5.20 Each Collaborating Institution shall take the necessary measures to ensure that its activities, personnel and Equipment on the CERN site comply with the CERN Safety Policy, the applicable Safety Rules, and the procedures and any specific instructions in matters of Safety given by CERN.

⁷ <https://hse.cern/content/cern-safety-policy>

⁸ <https://hse.cern/content/safety-rules>

- 5.21 Each Collaborating Institution shall comply with any Safety obligations that apply to it in its capacity as the employer of its personnel on the CERN site. It shall provide its personnel with all the means required to fulfil its Safety obligations on the CERN site, including personal protective equipment, training and instructions on working procedures. It shall issue any certificates or authorisations required by CERN in relation to the fitness for work of its personnel.
- 5.22 Each Collaborating Institution shall appoint a Safety contact person for all activities on the CERN site.

6. INTELLECTUAL PROPERTY

- 6.1 The disclosure of intellectual property (“IP”) by a Collaborating Institution for the purpose of an experiment does not create any proprietary right for any other Collaborating Institution.
- 6.2 A Collaborating Institution contributing IP for use by the Collaboration for the purpose of an experiment shall ensure that it has the rights to do so, and shall communicate any applicable restrictions in writing.
- 6.3 Ownership of IP developed by a Collaborating Institution in the execution of an experiment shall be vested in that Collaborating Institution, which shall grant the other Collaborating Institutions a free, non-exclusive licence for the use of such IP for the purposes of the experiment and for the execution of the other Collaborating Institutions’ scientific programmes. Such use shall always be for peaceful purposes only.
- 6.4 If IP is developed jointly by Collaborating Institutions and their respective contributions cannot be established or distinguished, ownership is vested in them jointly.
- 6.5 Collaborating Institutions provide no representations or warranties in respect of IP made available to each other for the purposes of an experiment. A Collaborating Institution’s use of IP is at its own risk.

7. PUBLICATIONS

- 7.1 Each Collaboration shall publish the results of the experiment, including scientific data as applicable. Such publications shall be made in open access format, or otherwise be made publicly available. Each Collaboration shall notify CERN in writing of any forthcoming publications relating to the experiment.
- 7.2 The publication of results generated by several Collaborating Institutions is subject to written approval by the Collaborating Institutions concerned, which shall not be withheld unreasonably.
- 7.3 Each Collaboration shall decide on the arrangements for acknowledging Collaborating Institutions and individuals that have contributed to publications.

8. SERVICES OFFERED BY CERN AS HOST LABORATORY

8.1 Subject to applicable conditions and limitations, CERN provides the standard services and facilities to Collaborations for the purposes of an experiment as set out below. If so decided by CERN, taking into account their nature, volume and duration, the extent of such services and facilities shall be set out in writing.

Facilities

8.2 Maintenance and operation of the CERN site

a) standard infrastructure and other equipment as needed;

8.3 Particle beams and equipment

a) particle beams and related shielding, monitoring equipment and standard means of communication with the accelerator control room;

b) beam time allocation and scheduling, as approved by the CERN Research Board in accordance with the recommendations of the pertinent Experiment Committee;

c) test-beam time for testing prototypes and calibrating final detector components, subject to the applicable scheduling and allocation procedures;

8.4 Space

a) floor space in experimental areas for Equipment;

b) space for the construction, testing and assembly of Equipment;

c) temporary, short-term storage space for spare parts, handling and assembly tools and Equipment that is awaiting installation or removal. CERN reserves the right to charge the cost of longer-term storage to the Collaborating Institutions concerned;

d) office space, equipped with standard furniture and infrastructure, including electricity;

8.5 Supplies and installations at the experiment

a) assistance with the installation and removal of Equipment, such as the provision of crane and rigging services, geometrical survey and alignment, as well as transport of Equipment between CERN site locations and inside the experimental areas;

b) mechanical infrastructure, local infrastructure for the supply of mains electricity, raw cooling water, compressed air;

8.6 Transport of personnel on the CERN site

a) basic transport for personnel between CERN site locations, including experimental areas;

8.7 Administrative services

- a) access to administrative services to assist the Collaboration in financial matters, in accordance with the Financial Rules and the “Conditions applicable to the opening and use of Third-Party Accounts”;
- b) support from the CERN Users Office for personnel of Collaborating Institutions;

Networks and computing

- 8.8 access to the general-purpose network in offices, to the technical network in accelerator facilities, to telephone services and to additional ad hoc network services, subject to applicable conditions and licence terms;
- 8.9 central computing resources for the Collaborating Institutions, typically for ingestion of raw data of experiments and long-term data storage, in amounts to be decided in accordance with the applicable CERN allocation procedures, subject to applicable conditions and licence terms;

Procurement

- 8.10 access to CERN’s procurement services for the purposes of the experiment, in order to assist Collaborating Institutions in placing purchase orders and contracts in accordance with the CERN Financial Rules, including the Procurement Rules and procedures. Liability for such procurement shall remain with the Collaborating Institution(s) concerned. Unless otherwise agreed in writing, ownership of Equipment shall transfer to the Collaborating Institution(s) for the benefit of which the purchase was made, immediately upon its acceptance by CERN on behalf of the Collaborating Institution(s);

Safety

- 8.11 access to services related to Safety and, in particular:
 - radiation protection, including dosimetry;
 - support regarding general safety within the experiment;
 - safety training; and
 - fire and rescue services, including emergency response;

Insurance

- 8.12 CERN shall, at its expense, insure against the risk of fire, explosion, natural disaster and water damage to the Equipment belonging to the Collaborating Institutions, once the Equipment has been delivered to the CERN site and included in the Ownership Inventory. CERN does not insure items against the risk of transport, crane or rigging accidents, but may, at the request of the Collaborating Institutions concerned, arrange for such insurance on a case-by-case basis at their expense.
- 8.13 CERN shall, at its expense, insure the personnel of Collaborating Institutions against third-party liability incurred in the execution of the experiment on the CERN site.

- 8.14 The insurance covers defined in Articles 8.12 and 8.13 are subject to the limitations and exclusions of CERN's insurance policies. Any risk or liability not covered by such policies shall be assumed by the Collaborating Institutions. CERN does not warrant or accept liability as to the sufficiency of its insurance policies in relation to the risks and liabilities of the Collaborating Institutions.

9. LIABILITY

- 9.1 The standard services and facilities set out in Article 8 are provided without representations or warranties.
- 9.2 Without prejudice to Article 9.3, each Collaborating Institution shall bear its own loss and damage incurred in the execution of an experiment.
- 9.3 The responsible Collaborating Institution shall be liable to CERN as Host Laboratory for any loss and damage incurred by CERN as a result of a breach of these General Conditions, save for indirect or consequential loss or damage, such as loss of income or loss of access to installations.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 The terms of these General Conditions shall be interpreted in accordance with their true meaning and effect and, as a consequence of CERN's status as an intergovernmental organisation, independently of national and local law. In cases where these General Conditions are silent on a matter, or any of their terms are ambiguous or unclear, then, in those circumstances only and not in respect of these General Conditions as a whole, reference shall be made to Swiss substantive law.
- 10.2 If a dispute within the Collaboration or between the Collaboration and CERN as Host Laboratory cannot be resolved amicably, it shall be referred by any Collaborating Institution that is party to the dispute to the President of the CERN Council, whose decision on the matter shall be binding and final, without the right of revision or appeal.

11. FINAL PROVISIONS

- 11.1 These General Conditions shall continue to apply for as long as is necessary to give effect to their provisions.
- 11.2 CERN may update these General Conditions from time to time, and shall promptly notify the Collaborating Institutions of any such updates.