

**FRAMEWORK COLLABORATION AGREEMENT**  
**REFERENCE KN 4845/IR**  
**(THE “AGREEMENT”)**

**BETWEEN:** THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (“CERN”), an Intergovernmental Organization having its seat at Geneva, Switzerland, duly represented by Charlotte Warakaulle, Director for International Relations,

**AND:** THE CENTRO LATINO-AMERICANO DE FÍSICA (“CLAF”), a Category 2 United Nations Educational, Scientific and Cultural Organization (UNESCO) Centre, with its registered seat in Avenida Venceslau Braz, 71 - Fundos, 22290-140 Rio de Janeiro, Brazil, duly represented by Carlos Trallero-Giner, Director,

Hereinafter each referred to as a “Party” and collectively as the “Parties”.

**CONSIDERING:**

That CERN, an Intergovernmental Organization, is a leading global laboratory in particle physics, providing for collaboration of a pure scientific and fundamental character, with participation by scientific institutes from all over the world;

That CLAF, as an international association between Latin American countries, aims to promote and facilitate the study and development of physics in Latin America, through the promotion of international collaborations and exchanges;

That the Parties envisage future synergies and collaboration in domains of mutual interest, including in particular in the support to, and training of, students and early-career researchers affiliated with Latin American universities and research institutions;

The mutual benefit that the Parties would derive from collaboration between them,

**AGREE AS FOLLOWS:**

**Article 1**  
**Purpose**

- 1.1 This Agreement establishes the framework for collaboration between the Parties in the support to, and training of, students and early-career Latin American researchers and in any other area of mutual interest.
- 1.2 The implementation of this Agreement by the Parties shall be subject to the availability of resources with the Parties.
- 1.3 The Parties shall use the results of their collaboration for non-military purposes only.

**Article 2**  
**Project(s)**

- 2.1 Each Party’s contribution to a specific collaboration (“Project”), including, where applicable, the required resources, the duration of the activities and any deliverables, milestones and the management of the Project shall be set out in an Addendum to this Agreement. The Project shall be subject to the provisions of this Agreement, varied, where applicable, through the provisions of the Addendum.

- 2.2 Except as agreed otherwise by the Parties, each Party shall bear the cost of its participation in the collaboration and the Project(s).

### **Article 3 Experts**

Each Party shall ensure the selection of experts with the necessary skills and competence to execute each Project on its behalf, taking into account the nature and the environment of the activities.

### **Article 4 Confidentiality**

The Parties agree to execute the Projects in a spirit of openness. However, where, exceptionally, confidentiality is required, the following provisions shall apply:

- 4.1 Each Party shall treat as confidential any information provided to it by the other Party that is designated as confidential. Except as agreed otherwise in writing, this obligation shall continue for a period of five (5) years from the date of termination of this Agreement.

4.2 The receiving Party shall:

- (i) not use confidential information for any other purpose than for the execution of this Agreement;
- (ii) limit the circle of recipients of such confidential information on a need-to-know basis and ensure that the recipients are aware of, and comply with, the obligations as specified in this Article.

4.3 No confidentiality obligation shall apply to information which:

- (i) the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party;
- (ii) became part of the public domain after such communication but not through any fault of the receiving Party;
- (iii) was already in possession of the receiving Party at the time of signature of this Agreement;
- (iv) has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or
- (v) has been developed by the receiving Party independently and outside the scope of this Agreement.

### **Article 5 Data Privacy**

All personal data processed by the Parties under this Agreement shall be processed in accordance with their respective legal frameworks.

**Article 6**  
**Liability**

- 6.1 Except as provided in this Article 6, each Party shall bear its own loss and damage in connection with this Agreement.
- 6.2 Subject to Article 6.3, the responsible Party shall indemnify the other Party for its loss and damage resulting from gross negligence or willful misconduct by the responsible Party, or, while on a visit to a Party's premises, a violation by the responsible Party of the rules of conduct and safety in force at the host Party.
- 6.3 Notwithstanding the foregoing, the Parties shall in no event be liable to each other for any consequential loss or damage, such as loss of income or of availability of data or installations.

**Article 7**  
**Entry into force, duration and termination**

- 7.1 This Agreement shall enter into force on the date of signature by the last Party to sign. It shall remain in force for the duration of the collaboration, unless terminated by joint agreement, or by one Party giving at least three (3) months prior written notification to the other Party. Except as otherwise agreed by the Parties, termination of this Agreement shall be without prejudice to the completion of outstanding Projects set out in Addenda to this Agreement.
- 7.2 In case of a substantial breach by a Party of its obligations under an Addendum to this Agreement, the other Party may terminate that Addendum in whole or in part if no corrective action satisfactory to the other Party is taken within one (1) month of the issue of a letter of notice by the other Party to the breaching Party.
- 7.3 Articles 4, 5, 6, 7.3 and 8 of this Agreement shall survive its termination, howsoever caused.

**Article 8**  
**Governing law and dispute resolution**

- 8.1 The terms of this Agreement shall be interpreted in accordance with their true meaning and effect and as a consequence of CERN's status as an Intergovernmental Organization, independently of national and local law. If this Agreement does not expressly stipulate, or any of its terms are ambiguous or unclear, then in those circumstances only and not in respect of this Agreement as a whole, reference shall be made to Swiss substantive law.
- 8.2 The Parties shall settle any difference concerning this Agreement amicably. Where this is not possible, the Parties shall resort to arbitration in accordance with a procedure to be specified by the Parties. Notwithstanding reference of the dispute to arbitration, the Parties shall continue to perform their obligations under this Agreement.

**Article 9**  
**Coordination**

The Parties shall each nominate a coordinator, who together shall coordinate the execution of this Agreement. Their names and contact details are set out in Annex 1. It is understood that the Parties may decide to nominate a different coordinator for each specific Project, whose name and contact details shall be set out in the relevant Addendum.

**Article 10  
Amendments**

Any amendment to this Agreement shall be made in writing and signed by the authorized representatives of the Parties.

Thus drawn up in two copies in the English language and signed by the authorised representatives of the Parties.

The European Organization for  
Nuclear Research (CERN)



Charlotte Warakaulle

On: 18/08.....2020

Centro Latino-Americano de Física  
(CLAF)



Carlos Trallero-Giner

On: 03/08.....2020

**Annex 1: Coordinators**

**For CERN:**

Salvatore Mele, Senior Adviser for Relations with Associate and Non-Member States

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**For CLAF:**

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