PROTOCOL P120

to

THE CO-OPERATION AGREEMENT DATED 9 NOVEMBER 2004

between

THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA

and

THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN)

concerning

Participation of Institutions of the Republic of Lithuania in CERN's scientific programme

2014

THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA, hereafter referred to as "**Lithuania**", represented by its Minister of Education and Science, Prof. Dainius Pavalkis,

on the one hand,

and

THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, hereafter referred to as "**CERN**", represented by its Director-General, Prof. Rolf-Dieter Heuer,

on the other hand,

(hereafter individually referred to as "**the Party**" and collectively "**the Parties**"),

CONSIDERING THAT:

- On 9 November 2004, Lithuania and CERN signed a Co-operation Agreement concerning the further development of scientific and technical co-operation, hereafter referred to as "the 2004 Co-operation Agreement";
- The participation of Lithuanian researchers in CERN's Large Hadron Collider (LHC) programme has evolved substantially, including, *inter alia*, radiation detector projects such as the RD-50 Project (Radiation-hard Semiconductors for very high-luminosity Colliders), the World-wide LHC Computing Grid (WLCG) and associated information technologies, as well as the Compact Muon Solenoid (CMS) general-purpose particle physics experiment following the signature on 22 November 2005 of the Protocol to the 2004 Co-operation Agreement concerning participation of institutions of the Republic of Lithuania in the high-energy particle physics experiments at CERN (hereafter referred to as "Protocol P073/LHC") and its extension in 2009 through an official Exchange of Letters between the Parties;
- The Parties wish to continue their collaboration through the conclusion of this Protocol P120 (hereafter referred to as the "Protocol"), which cancels and replaces Protocol No P073/LHC;

IT IS AGREED AS FOLLOWS:

ARTICLE 1
Purpose of the Protocol

The purpose of this Protocol is to provide a long-term operational framework for the participation of students and scientific and technical personnel of universities and research institutions of the Republic of Lithuania and the Lithuanian Academy of Sciences (hereafter collectively referred to as "institutions of the Republic of Lithuania") in CERN's scientific programme.

ARTICLE 2
Collaboration

2.1 The Parties shall co-operate, on the side of Lithuania through the Lithuanian Academy of Sciences, in the research, development and construction activities specified in this Protocol, through dedicated collaborations covering participation of qualified Lithuanian scientific and technical personnel in:

2.1.1 Theoretical and experimental particle physics;

2.1.2 Materials science and solid state detectors with high radiation resistance;

2.1.3 Radiation monitoring and visualization;

2.1.4 WLCG and associated information technologies;

2.1.5 and, subject to prior formal agreement between the Lithuanian Academy of Sciences and CERN, other projects related to high-energy particle physics, such as astrophysics, atomic and sub-nuclear physics, applied nuclear medicine research, quantum computing, and the simulation of nano-technological and bio-technological processes.

2.2 The Parties shall use the results of their collaboration exclusively for peaceful purposes.

2.3 **Annex** 1 lists the institutions of the Republic of Lithuania, together with their declared interests in participating in the respective research areas, as far as such information was available at the time of the signature of this Protocol.

2.4 Any such collaboration shall only cease through the termination of the respective project, or of this Protocol, or by written agreement.

2.5 CERN may accept the participation of undergraduate students from institutions of the Republic of Lithuania in the framework of the Erasmus+ Programme and in the CERN Summer Student programme, subject to financial terms and numerical quotas to be agreed on an annual basis between the Lithuanian Academy of Sciences and CERN.

2.6 Subject to full financial support from Lithuania, CERN may also accept candidates from institutions of the Republic of Lithuania in its programmes for Technical and Doctoral Students, and in its Teacher Programmes for general education school teachers of physics.

2.7 Lithuania shall make its contributions under this Protocol in so far as these have formally been agreed by the Lithuanian Academy of Sciences and CERN, such as through Addenda to this Protocol or Memoranda of Understanding for the construction, maintenance and operation of particle detectors, for the development of expert systems and software or other formally agreed projects.

ARTICLE 3
Contributions by Lithuania

3.1 Lithuania, in accordance with its internal procedures, shall provide to the Lithuanian Academy of Sciences, for the duration of validity of this Protocol, the funding required for the activities referred to in Articles 2.1, 2.5 and 2.6 of this Protocol.

3.2 For this purpose the Lithuanian Academy of Sciences shall maintain the "Lithuania Fund" established under Protocol P073/LHC, in accordance with Article 5 of this Protocol. The Lithuanian Academy of Sciences shall ensure that the contributions by Lithuania are used in accordance with the terms of this Protocol, under the authority of Lithuania.

ARTICLE 4
Co-ordination

In consideration of the fact that Lithuania's execution of this Protocol is through the Lithuanian Academy of Sciences, Lithuania shall appoint the President of the Lithuanian Academy of Sciences as its Co-ordinator of this Protocol ("the Lithuanian Co-ordinator of this Protocol").

ARTICLE 5
The Lithuania Fund

5.1 The Lithuanian Co-ordinator of this Protocol shall ensure that the Lithuania Fund is used in accordance with the terms of this Protocol, under the authority of Lithuania.

5.2 For funds placed by Lithuania in a CERN Account, CERN shall ensure the administrative handling and provide the Lithuanian Co-ordinator of this Protocol with a monthly statement of income and expenditure of these funds.

5.3 The Lithuania Fund shall be used for the activities referred to in Articles 2.1, 2.5 and 2.6 of this Protocol, specifically as follows:

5.3.1 To cover the travel expenses and subsistence payments of Lithuanian physicists, engineers and technicians to allow them to participate in the LHC Programme;

5.3.2 To contribute to the agreed "Construction" and "Maintenance & Operation Funds" for the LHC detectors or the radiation monitoring equipment in proportion to the Lithuanian participation in these experiments;

5.3.3 To cover expenditures for materials and equipment as required by students and scientific and technical personnel of the institutions of the Republic of Lithuania at CERN and which fall outside the normal technical support provided by CERN for visiting teams;

5.3.4 To cover expenditures at CERN for materials and equipment to be used in the Republic of Lithuania for research work by institutions of the Republic of Lithuania in relation to their collaborations with CERN agreed under this Protocol.

ARTICLE 6
Personnel

6.1 The Lithuanian Academy of Sciences shall ensure the selection of personnel with the necessary skills and competence to take part in the collaborations.

6.2 The institutions of the Republic of Lithuania shall pay for the travel expenses and subsistence of their own personnel when coming to CERN, in so far as the contributions by Lithuania or by other sources are insufficient for this purpose.

6.3 The Lithuanian personnel, for the duration of their presence at CERN, shall be given the status of associated members of the personnel in the sense of the CERN Staff Rules and Regulations. They shall be assigned to Research Teams of the experimental collaborations at CERN and/or to the CERN Departments. They shall be registered in the CERN Users Office and/or in the relevant CERN Department.

6.4 The Lithuanian personnel shall remain employees of their home institutions, which, as employers, shall bear exclusive responsibility for their remuneration and for the procurement of social security insurance, as well as health insurance at levels adequate for a stay in the CERN region.

6.5 Each Party shall take the necessary steps to ensure a level of protection for the personnel of the other Party, when being on its territory or, as the case may be, site, equivalent to that granted to the members of the personnel of an Intergovernmental Organization.

ARTICLE 7
Liability and Responsibility for Damage

The liability and responsibility for damage caused by a Party to the other Party shall be settled in accordance with Article 7 of the 2004 Co-operation Agreement on the basis of the law of the country where the damage has been caused.

ARTICLE 8
Safety

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

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

ARTICLE 9
Intellectual Property

9.1 The disclosure of information under this Protocol does not create any proprietary right for the receiving Party.

9.2 Title in intellectual property developed by a Party in the execution of this Protocol shall be vested in that Party, who shall grant the other Party a free, non-exclusive license for the use of such intellectual property in the execution of its scientific programme by itself or through its partners and contractors.

9.3 Where intellectual property is developed jointly by the Parties and title is therefore vested in them jointly, they shall grant each other a free, non-exclusive license for the use of such intellectual property in the execution of their scientific programmes by themselves or through their partners and contractors.

9.4 The providing Party provides no warranty in respect of intellectual property made available by it under this Protocol, and the receiving Party shall hold it free and harmless from any liability arising from its use (including, as the case may be, by its partners and contractors) of such intellectual property.

ARTICLE 10
Validity and Duration

10.1 This Protocol cancels and replaces Protocol P073/LHC from the date of its signature by the Parties and subject to the continued validity of the 2004 Co-operation Agreement shall remain in force for a period of five (5) years. In case of termination of this Protocol, any remaining amount in the Lithuania Fund shall be used in accordance with Article 5.3 of this Protocol.

10.2 The extension of this Protocol shall be discussed before the end of 2018 with the aim of ensuring a continued access of Lithuanian researchers to CERN's scientific programme.

ARTICLE 11
Signature

In consideration of the involvement of the Lithuanian Academy of Sciences in the execution of this Protocol, and to witness its agreement to the scope of the work it shall thereby undertake, the President of the Lithuanian Academy of Sciences shall add his signature to those of the authorized representatives of the Parties.

ARTICLE 12
2004 Co-operation Agreement

This Protocol shall form an integral part of the 2004 Co-operation Agreement, whose terms shall apply hereto insofar as this Protocol does not stipulate otherwise.

Done in **Vilnius** on **26 September 2014** in two copies in the Lithuanian language and two copies in the English language, it being understood that in case of ambiguity or contradiction the English version shall prevail.

For the Government of the
Republic of Lithuania

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Prof. Dainius PAVALKIS
Minister of Education and Science

For the European Organization
for Nuclear Research (CERN)

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Prof. Rolf-Dieter HEUER
Director-General

For the Lithuanian Academy of Sciences

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Prof. Valdemaras RAZUMAS
President

ANNEX 1

Institutions of the Republic of Lithuania together with their declared interests in participating in the respective research areas as far as such information is already known at the time of the signature of this Protocol.

Institutions of the Republic of Lithuania

1. **LAS** Lithuanian Academy of Sciences
2. **FMI** Vilnius University (Faculty of Mathematics and Informatics)
3. **IAR** Vilnius University (Institute of Applied Research)
4. **ITPA** Vilnius University (Institute of Theoretical Physics and Astronomy)
5. **FP** Vilnius University (Faculty of Physics)
6. **KUT** Kaunas University of Technology
7. **CPST** Center for Physical Sciences and Technology
8. **VGTU** Vilnius Gediminas Technical University
9. **LUHS** Lithuanian University of Health Sciences.

Declared interests

1. Theoretical and experimental particle physics: **ITPA, FP, CPST**
2. Materials science and solid state detectors: **FP, IAR, CPST**
3. LHC Computing Grid (LCG), software & associated information technologies: **all Institutions**
4. Other projects related to high-energy particle physics, such as astrophysics, atomic and sub-nuclear physics, applied nuclear medicine research, and quantum computing: **ITPA, KUT, LAS, CPST, LUHS**
5. Other projects related to high-energy particle physics, such as simulation of nano-technological and bio-technological processes: **FMI, ITPA, VGTU, IAR.**