**Expression of Mutual interest**

**between**

**XXXX**

**and**

**YYYY**

**concerning**

**COLLABORATION ON ELECTRON ION COLLIDER**

**ACCELERATOR SCIENCE AND TECHNOLOGIES**

**2024**

**XXXX,** hereafter referred to as “XX”, a Research Organization established at XXX, represented by XXX,

on one hand,

and

**YYYY,** hereafter referred to as “YY”, a Research Organization established at YYY, represented by YYY,

(hereafter collectively referred to as “the Parties” and separately as “Party”),

**CONSIDERING** the importance of cooperation in science and technology as a key factor for increasing competitiveness, for developing both social and economic systems, as well as for improving socio-economic standards of living;

**RECOGNIZING** the importance of promoting scientific and technological cooperation between XXX and the United States of America, wishing to strengthen this cooperation based on equality and mutual benefit;

**CONVINCED** of the need to strengthen the links between the scientific communities of both countries and to encourage new forms of collaboration between their research centres and institutions to successfully design, build and operate the Electron Ion Collider (EIC);

**WHEREAS**, Jefferson Laboratory is a world leading center for Fundamental Physics and related technologies, with a vocation to promote strong collaboration with the scientific communities in countries all over the world;

**WHEREAS**, among the goals of YYY strategies for the scientific and technological advancement of the UK as one of the leading universities of the country, is the increase of international scientific cooperation;

**WHEREAS**, the research programs of the Parties promote international competitiveness based on knowledge, research, technological development, innovation, social development and education; and

**WISHING** to promote initiatives of scientific collaboration and technological development in priority areas of interest to the Parties, fostering bilateral cooperation between both countries;

Put in writing their common understanding as follows:

**ARTICLE I**

**OBJECTIVE**

Through this Memorandum of Understanding on Scientific and Technological Cooperation, the Parties have the objective to implement scientific and technological cooperation between researchers of the USA and YYY, belonging to [list all Parties], through the financing and implementation of joint research projects.

The purpose of this initiative is to strengthen scientific collaboration in areas of interest to both Parties that directly benefit the Electron Ion Collider.

**ARTICLE II**

**METHODS OF COLLABORATION**

The Parties will promote such collaboration, observing their international obligations, domestic laws, and other existing regulations, through the implementation of joint research projects on issues of common concern, exchanging knowledge and results through mechanisms such as:

1. Organization of scientific and technological events, including seminars, specialized workshops, symposia and other scientific meetings of mutual interest, to promote interaction between institutions and research groups relevant to both Parties, with the goal of identifying future areas of cooperation;
2. Promotion of cooperation between researchers in the USA and in YYY within the framework of joint research projects, exchange activities, enhancing the mobility of professors, researchers and in particular early career researchers, postdocs and students;
3. Joint R&D in areas of mutual scientific interest;
4. Other forms of scientific and technological cooperation between the Parties.

The Parties shall refrain from collaborating in those activities that may create a conflict with domestic laws, institutional policies or customs.

**ARTICLE III**

**SPECIFIC COLLABORATION AGREEMENTS**

For the implementation of this Memorandum of Understanding, for each project or activity the Parties shall jointly formulate a specific Cooperation Agreement, in which they detail all the related aspects of the project or specific activity to develop.

Specifically, each Cooperation Agreement, related to both research and training, shall provide the following aspects:

1. Definition of the Objectives pursued;
2. Description of the Work Plan, which will include the different phases and the chronology of its development;
3. Funding source;
4. Standards for the coordination, implementation and monitoring;
5. Name of the people, one for each Party, responsible for the progress of the project;
6. Ownership of intellectual property of results and management of property rights;
7. Any other information that the Parties consider appropriate.

An initial list of potential collaborative research topics and potential in-kind contribution of YYY’s scientific and technical communities into the EIC is given in Annex 1.

The Parties agree that the terms of any specific Cooperation Agreement pursuant to this Article III shall prevail over the terms of this Memorandum of Understanding where a conflict arises.

**ARTICLE IV**

**FINANCING**

Each Party will cover the costs of their own participants. The number of projects, workshops and any other cooperation activity, under this Memorandum of Understanding, will be contingent upon funding availability in each Parties’ budget.

**ARTICLE V**

**INVOLVEMENT OF OTHER INSTITUTIONS**

If the Parties consider appropriate, they will allow the participation of other public or private institutions, whose activities directly affect the areas of cooperation, with the aim of strengthening and expanding effective mechanisms to support the successful implementation of this Memorandum of Understanding and in a manner which is not contrary to its general provisions.

**ARTICLE VI**

**INTELLECTUAL PROPERTY**

The Parties acknowledge that nothing in this Memorandum of Understanding shall affect ownership of any pre-existing intellectual property rights of the Parties.

The Parties will respect each other’s right of due attribution.

The Parties expressly agree not to divulge or disclose "confidential information" that will be exchanged directly or indirectly between them to any third Party, or outside Party to this instrument, partially or in total.

The term "confidential information" includes written, verbal or graphic information, as well as information contained in electronic or electromagnetic media to be exchanged, informed or placed at the service of the other Party for the implementation of this Memorandum of Understanding and that has expressly been designated as being confidential.

In each specific Cooperation Agreement, a specific "non-disclosure Agreement", in which categories of confidential information are identified and described, will be signed by all Parties involved.

Ownership and exploitation of any intellectual property rights developed by the Parties in the performance of any projects and/or activities pursuant to this Memorandum of Understanding and relevant Cooperation Agreement(s), either jointly or solely, will be negotiated by the Parties in good faith.

**ARTICLE VII**

**ACTIVITIES COORDINATION MECHANISM**

Each Party will designate at least one Activities Coordinator who will coordinate activities within the framework of this Memorandum of Understanding and will inform regularly the other Party of the results achieved.

The Activities Coordinators designated by the Parties are:

**For XXXX:**

**…………………………………………..**

**For YYYY**:

**…………………………………………..**

**ARTICLE VIII**

**EMPLOYMENT RELATIONSHIP**

The personnel assigned by each of the Parties to carry out cooperation activities will continue under the direction and dependence of the institution to which they belong, so it will not create any labor relation with the other Party, which will not be considered at any time as a substitute employer.

**ARTICLE IX**

**ENTRY AND DEPARTURE OF PERSONNEL**

The personnel assigned by each of the Parties shall be submitted to the immigration, tax, customs, health and national security regulations in force in the host country. Participants will leave the host country in accordance with all applicable laws and provisions.

**ARTICLE X**

**MODIFICATIONS**

This Memorandum of Understanding may only be amended by mutual consent of the Parties and made official by written Addenda.

**ARTICLE XI**

**DISPUTE SETTLEMENT**

The Parties agree that this instrument is produced in good faith, so that any dispute arising from its interpretation, implementation or execution will be resolved through written mutual agreement between the Parties.

The termination of this instrument shall not affect any ongoing cooperation activities formalized through all relevant Cooperation Agreements while it was in force.

**ARTICLE XII**

**FINAL PROVISIONS**

This Memorandum of Understanding shall be valid for a period of five (5) years from the date of its signing and may be extended for a second five (5) years term, by specific agreement of the Parties.

The Parties may terminate this Memorandum of Understanding by written notice, with a period of six (6) months in advance.

The termination of this Memorandum of Understanding shall not affect the implementation of projects and programs already approved or already started under a fully executed Cooperation Agreement(s), in which case the Parties should maintain their budgets for the projects and program already approved and/or underway.

This Memorandum of Understanding is not legally binding.

**SIGNED IN XXXX on XXXX**

|  |  |
| --- | --- |
| **XXXX** | **YYYY** |
| **Name, Role** | **Name, Role** |

**Annex 1**

Potential Topics of collaboration between XXXX and YYYY (Article III of the Agreement)

* **Joint Research Activities**
  + Normal and superconducting accelerator techniques
  + Beam instrumentation and sensors
  + Accelerator design, control and optimisation
  + etc
* **Teaching**
  + Undergraduate and postgraduate teaching and training opportunities for students in the above areas, including joint PhD projects with shared funding
  + Summer schools, joint workshops
  + Sabbaticals for academic and researchstaff
  + etc

* **Collaborative Exchanges**
  + Short-term exchange of researchers and technical staff for joint research and training activities
  + Exchange of scientific publications, information and participation in international conferences related to the subjects of the cooperative agreement
  + Joint staff appointments
  + Honorary affiliations
  + etc