



1 NEW PROCEDURE CONCERNING R&D COLLABORATION AGREEMENTS

- 1.1 CERN will ensure that institutions in its Member and Associate Member States and beyond are aware of potential collaboration opportunities with CERN and can express their interest in them, provided that they meet the applicable eligibility criteria in the different areas identified by CERN and can demonstrate relevant technical competence and experience in the domain concerned. Potential R&D collaborations with CERN will be announced on the Procurement Service's webpage.
- 1.2 R&D projects are typically multiannual in nature and, by definition, do not guarantee successful outcomes. Within the framework of this policy, institutions will share the inherent risks of R&D and commit their own resources, including personnel and materials. This approach reflects the need for a long-term strategic interest shared between CERN and the institutions. In this context, institutions must explicitly confirm their willingness to share risks and contribute to the costs associated with the collaboration. The scope of each collaboration will be jointly defined between CERN and the institution concerned.
- 1.3 The effectiveness of this policy will be reviewed periodically, with the lessons learned used to update the procedure as necessary.

2 SELECTION OF THE INSTITUTION(S)

CERN takes into account the following criteria in the selection of institution(s) with which it seeks to conclude R&D collaboration agreements:

- The existing technical competence and experience of the institution in the relevant domain;
- The willingness of the institution to participate in the collaboration, to share in the associated costs and R&D risks;
- The capacity of the institution to execute the R&D in a timely manner in line with CERN's needs;
- The scope for building long-term relationships on which future CERN projects may depend;

- The country in which the institution is established, considering the objective of establishing a global network of collaborators, in line with the recommendations of the ESPP.

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 If CERN is not the owner of the intellectual property rights associated with the results developed under an R&D collaboration agreement, the agreement will specify that CERN has a free, non-exclusive, irrevocable, worldwide, perpetual licence to use the intellectual property for the execution of its scientific programme by itself or its partners and contractors. In the latter case, CERN will be entitled to grant direct licences to the partners and contractors of its choice.

4 PROPOSALS, FUNDING AND COST SHARING

- 4.1 All collaboration agreements involving a CERN financial contribution for an amount exceeding 200 000 Swiss francs will be submitted to the Finance Committee for approval.
- 4.2 The total cost of the R&D activities will be shared between the institutions and CERN. CERN's share of the amount for each collaboration agreement will be funded by the budgets of the projects and studies concerned.