



FRAMEWORK COLLABORATION AGREEMENT
Reference KN2704
(the "Agreement")

The Instituto Superior Técnico ("IST"), established at Lisbon, Portugal, duly represented by its President, Professor Arlindo Oliveira,

on the one hand,

and

The European Organization for Nuclear Research ("CERN"), an Intergovernmental Organization having its seat at Geneva, Switzerland, represented by its Director-General, Professor Rolf Heuer,

on the other hand,

(hereafter collectively referred to as "Parties" and separately as "Party"),

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 IST is a leading school of Engineering, Science and Technology and Architecture in Portugal;

That the Parties wish to collaborate in the fields of engineering, information technology and other domains of mutual interest;

The mutual benefit that the Parties would derive from their collaboration,

AGREE AS FOLLOWS:

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ARTICLE 1

Purpose

This Agreement establishes the framework for collaboration between the Parties in engineering, information technology and other domains of mutual interest. The Parties shall use the results of their collaboration for peaceful purposes only. This Agreement does not represent any commitment of resources or otherwise by any of the Parties.

ARTICLE 2

Activities

- 2.1 The Parties shall jointly identify activities ("Activity(ies)") suitable for collaboration under this Agreement. The scope of each Activity, the contributions by each Party, time schedule, payments and management of the Activity shall be specified in Addenda to this Agreement. Contributions to an Activity may be in any form deemed suitable by the Parties and compatible with their legal framework, including but not limited to expertise, training, equipment and materials, intellectual property and funds. Except as agreed otherwise, each Party shall bear the cost of its contribution to an Activity.
- 2.2 A list of potential collaborative Activities is set out in Annex 1.
- 2.3 Any Activity shall cease through its completion or termination, or in case of termination of the Addendum concerned or of this Agreement.

ARTICLE 3

Organization

- 3.1 The Parties shall each designate a contact person who together shall co-ordinate the execution of this Agreement. Notwithstanding the foregoing it is understood that each Party shall bear exclusive responsibility for its contribution to an Activity. The contact persons shall meet and communicate whenever required and receive all relevant documentation.
- 3.2 The procurement of materials, equipment and services in the execution of an Activity shall be in accordance with the rules and procedures of the procuring Party.

ARTICLE 4

Experts

- 4.1 Each Party shall ensure the selection of experts with the necessary skills and competence to take part in the Activities on its behalf taking into account the nature and the environment of the Activities, and except as agreed otherwise, shall pay for their travel in the execution of the Activities.
- 4.2 Always subject to eligibility criteria in force at CERN, in so far as required for their participation in an Activity, the IST experts may be appointed as associated members of the personnel of CERN under its Staff Rules and Regulations, and shall at all times during their association with CERN maintain a legal link with IST.
- 4.3 IST shall be responsible for ensuring that its experts have adequate social insurance cover, in accordance with applicable law. Their social insurance cover and that of the members of their family accompanying them must include cover against the financial consequences of illness and accidents (including, for the experts, illness and accidents of professional nature) that is adequate in the CERN Host States. IST shall be liable to CERN for any cost or expense resulting from the situation where any part of the social insurance cover referred to in this Article is not in place or inadequate.

ARTICLE 5

Safety

- 5.1 The experts of each Party shall comply with the rules of conduct and safety in force at the host Party.
- 5.2 Any activity, equipment or other item contributed by a Party to the collaboration shall conform to the safety rules, including any specific safety requirements in force at the host Party where such activity will be performed or such equipment or other item will be installed and operated.

ARTICLE 6

Intellectual property

- 6.1 The disclosure of information by one Party to the other Party under this Agreement does not create any proprietary right in respect of such information for the receiving Party.
- 6.2 Title in intellectual property developed by a Party in the execution of an Activity shall be vested in that Party, who shall grant the other Party a free, non-exclusive license for the use of such intellectual property (as the case may be, including background intellectual property, subject to such pre-existing restrictions as may exist) for the execution of its contribution under this Agreement, and, whether by itself or through its partners and contractors, of its scientific programme.
- 6.3 Where the Parties have jointly carried out work generating intellectual property and where their respective share of the work cannot be ascertained, they shall have joint ownership of such intellectual property. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership.

Where no joint ownership agreement has yet been concluded, each of the Parties shall be entitled to use their jointly owned intellectual property on a royalty-free basis for the execution of its scientific programme, whether by itself or through its partners and contractors, and without requiring the prior consent of the other Party.

It is understood, however, a Party shall not proceed to commercial exploitation of jointly owned intellectual property without prior written agreement with the other Party.

Specific provisions relating to intellectual property may be included in the Addenda referred to in Article 2.1 of this Agreement.

- 6.4 The providing Party provides no warranty in respect of intellectual property made available by it under this Agreement, 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 7

Publications

- 7.1 Without prejudice to the provisions of Article 6, the Parties shall strive to jointly publish the results of the collaboration as Open Access publications.
- 7.2 Prior notice of any planned publication shall be given to the other Party at least 30 calendar days before the publication. Any objection to the planned publication shall be made to the Party proposing the publication within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication shall be considered permitted.

An objection is justified if

- (i) the protection of the objecting Party's intellectual property would be adversely affected;
- (ii) the content of the planned publication is scientifically incorrect.

The objection shall include a precise request for modifications.

- 7.3 Publications shall acknowledge the collaboration between the Parties including, whenever appropriate, the personnel having taken part in the development of the results covered by the publication.

ARTICLE 8

Confidentiality

- 8.1 Each Party shall treat as confidential any information provided to it by the other Party and expressly designated as confidential. Except as agreed otherwise in writing, this confidentiality obligation shall continue for a period of five (5) years from the date of termination of this Agreement. The receiving Party shall not use confidential information for any other purpose than the execution of this Agreement and shall not disclose it to any third party without prior written permission of the disclosing Party.
- 8.2 No confidentiality obligation shall apply to information which the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party; became part of the public domain after such communication but not through any fault of the receiving Party; was already in possession of the receiving Party at the

time of signature of this Agreement; has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or has been developed by the receiving Party independently and outside the scope of this Agreement.

ARTICLE 9

Liability

Each Party shall bear its own loss and damage in connection with this Agreement, except as stipulated in Articles 4.3 and 6.4 and in this Article; for loss or damage resulting from gross negligence or wilful misconduct by the other Party; or from a violation by the latter of the safety and other rules in force at the host Party, in each of which case the responsible Party shall indemnify the other Party for its loss and damage. 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 10

Duration

This Agreement shall be in force for a period of five years from the date of its signature and thereafter be prolonged automatically for one-year periods, unless and until terminated by joint agreement or by one Party giving six (6) months prior written notification to the other Party. Notwithstanding the foregoing, Articles 4.3, 6, 7, 8, 9 and 11 of this Agreement shall survive its termination, howsoever caused.

ARTICLE 11

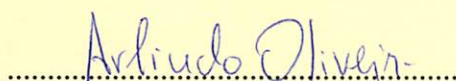
Governing law and dispute resolution

- 11.1 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. Provided that if and insofar as this Agreement does not expressly stipulate, or any of its terms is 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.

11.2 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 agreed by the Parties. Notwithstanding reference of the dispute to arbitration, the Parties shall continue to perform their obligations under this Agreement.

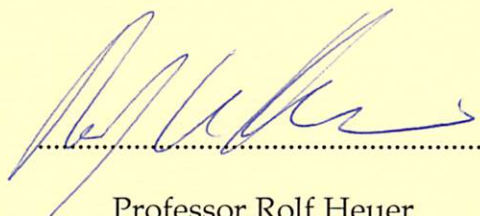
Signed in Geneva on 6 March 2015

For the Instituto Superior Técnico
(IST)

A handwritten signature in blue ink, reading "Arlindo Oliveira", written over a horizontal dotted line.

Professor Arlindo Oliveira
President

For the European Organization
for Nuclear Research (CERN)

A handwritten signature in blue ink, reading "Rolf Heuer", written over a horizontal dotted line.

Professor Rolf Heuer
Director-General

Annex 1

List of Potential Collaborative Activities

At the date of signature of this Agreement, the following Activities have been identified by the Parties:

- Accelerator Controls Software
- Industrial Controls & Engineering
- Advanced Information Systems
- Service Management & Support
- Software Development for Computing Facilities
- Collaboration & Information Services
- Database Support
- Operating Systems & Computing Infrastructure
- Distributed Computing Support