

**COOPERATION AGREEMENT BETWEEN DEUTSCHES ELEKTRONEN-  
SYNCHROTRON DESY (GERMANY) AND THE UNIVERSITAT DE VALÈNCIA  
(SPAIN)**

On one hand:

María Vicenta Mestre Escrivá, honourable Rector of the University of Valencia, Estudi General, with registered office in Valencia, 13, Avda. Blasco Ibáñez (CP 46010) and with CIF: Q 4618001 D, acting on behalf of and representing it, legitimized for this act by virtue of article 94 of the Statutes of the University of Valencia, approved by Decree 128/2004, of July 30, of the Consell (DOGV 2004/8213), modified by Decree 45/2013, of March 28, of the Consell (DOGV 2013/6994) and empowered as of its appointment by Decree 41/2018, of April 6, of the Consell (DOGV 2018/8270).

On the other hand, Deutsches Elektronen Synchrotron DESY, addressed in Hamburg, Notkestraße 85, 22607, represented by its Directorate (hereinafter referred to as "DESY").

Hereinafter collectively referred to as "Parties" and individually "Party"

**Preamble**

The Instituto de Física Corpuscular (IFIC) is a mixed center owned by the Universitat de València and the Higher Council for Scientific Research. The current activities to be carried out in this agreement correspond to DESY and the Universitat de València, through the IFIC. These centers have common educational, scientific and technological goals and thus provide a good foundation upon which to build mutually beneficial scientific collaboration.

Therefore, the Parties hereby conclude this Cooperation Agreement based on the following clauses

**FIRST**

**Objective and Scope**

- [1] The objective of this Memorandum of Understanding is to establish the legal framework for the cooperation between DESY and IFIC.

[2] The Parties shall cooperate in one or more of the following areas of activity:

- Accelerator physics and technology
- The use of synchrotron radiation for basic and applied research
- The development and use of Free Electron Lasers
- The development and operation of experiments in the field of particle physics and the analysis of the collected data
- The development and operation of experiments in the field of astrophysics and the analysis of the collected data
- Theoretical physics

## **SECOND**

### **Forms of Cooperation**

The cooperation will be specified in detail in appendices to this Agreement on:

- Exchange of knowledge and know-how,
- Exchange of personnel including students and
- Exchange of equipment.

## **THIRD**

### **Appendices**

The exact scope of a specific cooperation will be defined in Appendices. Each Appendix includes the object of cooperation, the contributions of the Parties in terms of personnel (time and duration of delegations), finances and material, the time schedule and, if relevant, the structure of the project (project management). Each Appendix shall be subject to the provisions of this Agreement and shall be attached to it as an integral part, it being understood that in case of contradiction or ambiguity, the provisions of the Appendix shall prevail.

## **FOURTH**

### **Representatives**

Each institution will appoint a representative for the specific cooperation in the respective Appendix in order to define and organise the cooperation programmes between both institutions. This may include to draw up the annual work calendar and deal with unsettled questions. They shall meet alternatively at both institutions unless otherwise stated.

## **FIFTH**

### **Guidelines**

The Parties agree to cooperate and communicate in the most effective way in order to carry out the activities of the collaboration. In their cooperation the Parties will share information and technology in a way that respects and preserves intellectual property rights according to the following articles.

## **SIXTH**

### **Confidentiality**

- {1} The Parties agree that the open exchange of information shall honour the following principles:

The Parties shall treat any information, which is appropriately designated as such, unless otherwise agreed in writing, for the duration of this agreement and for a period of five (5) years thereafter, strictly confidential. The Parties shall take all appropriate steps to safeguard the confidential information. Accordingly, the receiving Party shall not use any such information for any purpose other than in accordance with the terms of the agreement and the receiving Party shall not disclose any such confidential information to any third party, and such information shall neither be reproduced nor duplicated in any form.

- {2} The aforementioned shall not apply to information for which the receiving Party can prove that it had a public nature prior to its communication by the disclosing Party or fell within the public domain after such communication but through not fault of its own; was already in its possession at the time of signature of this Agreement; is received from a third party without any obligation to keep it confidential; is developed by the receiving Party independently outside the scope of this Agreement.

## **SEVENTH**

### **Exchange of Knowledge**

- {1} Information disclosed under this Agreement by one Party to the other Party shall not create any proprietary right in respect of such information for the receiving Party.
- {2} Subject to such restrictions as may apply, each Party shall make available to the other Party, free of charge, in writing or in any other appropriate form, its relevant knowledge, whether protected or not, provided it is available and does not prejudice the rights of said

party or third parties, for the exclusive purpose of its use for research purposes and under no commercial circumstances, by the other Party only, in joint activities under this Agreement.

- (3) Knowledge generated in the performance of joint activities under this Agreement can be used by both Party for non-commercial internal research and educational and research purposes, on a royalty-free basis and under no circumstances commercial unless otherwise agreed.
- (4) The Parties agree not make knowledge of the other Party available to third Parties without the other Party's prior written consent. It is understood that such consent shall be subject to the explicit acknowledgment of DESY and IFIC intellectual property rights in the knowledge or any work based thereon, such acknowledgement to figure in all documents communicated to third Parties.
- (5) The providing Party provides no warranty, including but not limited to those of fitness for purpose and non-infringement of intellectual property rights held by third Parties, in respect of intellectual property made available by it to the other Party under this Agreement, and the receiving Party shall hold the providing Party free and harmless from any liability arising from its use (including, if permitted, any sub-licensing) of such intellectual property.

## **EIGHTH**

### **Property Rights**

- (1) Intellectual property is knowledge protected under intellectual property law by patent rights, copyrights and similar rights. Intellectual property includes but is not limited to inventions, technical data and software as well as applications for protection the same.
- (2) Title in intellectual property developed solely by a Party in the performance of joint activities under this Agreement shall belong to that Party, who shall grant a free, non exclusive license to such intellectual property to the other Party, for the exclusive purpose of its use for research purposes and under no commercial circumstances, by the other Party only and exclusively for the purposes of this Agreement. The right to use the intellectual property for third-party research is subject to the prior written consent of the providing Party.

If access to Results developed by a Party is needed by the other Party for the commercial exploitation of its own Results, such Access shall be set out in a separate agreement which shall be annexed to this Agreement.

(3) Should activities within the scope of this Agreement lead to the creation of joint intellectual property, the Parties will decide in advance in collaborative contracts or appropriate written arrangements for the protection and allocation as to the ownership and disposition of those rights.

In any event, the Parties shall grant to each other a free, non-exclusive license to such intellectual property for the exclusive purpose of its use for research purposes and under no commercial circumstances, by the receiving Party only, under this Agreement, as well as for the latter's non-commercial internal research purposes.

(4) Each Party shall retain all rights to its existing intellectual property and to any developments of such intellectual property, where such developments are made outside the scope of this Agreement or are within the scope of this Agreement, but are made solely by that Party to its own pre-existing intellectual property without any input, guidance or recommendation from the other Party.

## NINTH

### Data Protection Clause

Both parties are obliged to comply with Regulation (EU), 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and free movement of this data; as well as to the the respective national laws based thereon which are for IFIC the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, and for DESY the Federal Data Protection Act (BDSG). For these purposes, the signatory entities of the Agreement will be considered responsible for the respective data processing activities collected from the participants in the activities formed in the cooperation programs that are the subject of this agreement.

The information related to the parties will be treated for the sole purpose of executing this agreement. Likewise, the parties guarantee to fulfill the duty of information regarding the participants in the interuniversity cooperation programs in the fields of teaching and research in the three cycles of higher education, enabling the exercise of the rights of: access, rectification, cancellation / deletion, opposition, limitation and portability, before the corresponding party through written communication to the registered office at the top of this document, or by email ([lopd@uv.es](mailto:lopd@uv.es) / [datenschutz@desy.de](mailto:datenschutz@desy.de)). Both Parties are obliged to verify the identity of the enquirer.

Likewise, the University of Valencia has enabled the address [lopd@uv.es](mailto:lopd@uv.es) for any information, suggestion, request for the exercise of rights and friendly resolution of disputes regarding the

protection of personal data, without prejudice to the right to file a claim before the competent control authority.

## **TENTH**

### **Publications**

- (1) In accordance with the principle of providing open access to information, the Parties strive to jointly publish the results of the cooperation
- (2) In so far as the Parties do not publish the work results together, publications by one Party involving results developed by the other Party shall be subject to the latter's prior written consent. Such consent shall not unreasonably be withheld.
- (3) All publications shall acknowledge the collaboration between the Parties, including, if so requested by a Party, the persons having taken part in the development of the results, which form the object of the publication.

## **ELEVENTH**

### **Exchange of Personnel**

- (1) Subject to detailed agreement, each Party shall make its personnel available to the other Party if so required for collaboration. Such personnel shall during their association with the other Party remain employed by the sending Party. The sending Party shall be exclusively responsible for health, accident insurance and general liability insurance for such personnel. The sending Party shall hold the receiving Party free and harmless from any liability in this respect, including as may arise in case of failure to keep any part of the insurance cover defined above in place during the association.
- (2) The receiving Party provides assistance in finding adequate housing for the delegates.
- (3) The cost of each delegation shall be borne by the delegating Party, unless specifically agreed otherwise.
- (4) During their association the personnel shall be subject to the safety and other regulations in effect at the receiving Party. The receiving Party shall be entitled to refuse access or remove from its site any personnel which fail to comply with applicable regulations or whose presence is otherwise deemed undesirable.



## **TWELFTH**

### **Exchange of Equipment**

Equipment sent by one Party to the other Party for the purpose of the cooperation shall remain the property of the sending Party unless otherwise agreed. Cost of transportation shall, unless otherwise agreed, be borne by the receiving Party. The receiving Party shall act as importer and be responsible for all formalities, including customs, import excise tax etc. More details will be agreed in the specific loan agreements that must necessarily be formalized prior to the transfer of each piece of equipment.

## **THIRTEENTH**

### **Export**

The Parties shall comply with all applicable export control laws and regulations, and they shall follow all necessary procedures required by these laws and regulations, particularly applying for required export approvals. Completion and execution of the Agreement are subject to export control legal admissibility. In case of doubts regarding the export control legal admissibility, DESY will contact the competent authorities for the purpose of obtaining a "Nullbescheid" or other information without being liable for damages caused by delays.

## **FOURTEENTH**

### **Liability**

- (1) Except in case of gross negligence or wilful misconduct or as may result from the application of Article 6, Article 7 or Article 8 of this Agreement, each Party shall bear its own loss and damage in connection with this Agreement. It is understood however that except as may result from the application of Articles 6, 7 or 8 of this Agreement, no Party shall be liable to the other Party for any indirect or consequential loss or damage.
- (2) Notwithstanding anything stated in this Article, each Party shall hold the other Party free and harmless from any liability for loss or damage caused by the former Party to third parties.

## **FIFTEENTH**

### **Disputes**

A Joint Commission for Supervision and Control composed of three experts for each Party appointed by the representatives mentioned in Article 4 will be responsible for resolving

disputes that the Parties cannot resolve amicably. This commission will be responsible for the resolution of problems that may arise in relation to the interpretation and application of the agreement, with the help of one or more independent experts, if necessary

The Parties shall make every effort to resolve in a friendly manner the differences and difficulties that may arise during cooperation.

## **SIXTEENTH**

### **Changes**

Changes to this agreement and all modifications and annexes to this agreement must be agreed in writing and signed by the Parties. This will also apply to modifications of what is expressed in written form.

## **SEVENTEENTH**

### **Duration**

[1] This agreement will enter into force upon signature by the Parties. Its initial duration will be four [4] years.

[2] The Agreement may, at any time during its term, be terminated by a Party with prior written notice to the other Party within a maximum period of six [6] months prior to the date of termination.

[3] Articles 6, 7 and 8 of this Agreement will survive its termination.

## **EIGHTEENTH**

### **Transparency Clause**

Complying with Law 2/2015, of 2 April, of the Generalitat [Valencian Government] regarding Transparency, Good Governance and Citizen Participation in the Comunitat Valenciana [hereinafter LTCV], the Universitat de València shall proceed to publish the following information on its transparency portal: the present agreement and its full text, the subsidy and/or funding linked to this agreement, if any, indicating the amount, objective or purpose and the beneficiaries (individuals or entities).



## NINETEENTH

### Sign

This agreement has been signed in English and Valencian, two copies for each language, all of them identical and equally valid. However, that in the event of any difference or inconsistency between versions of the Agreement, the English version shall prevail in all respects.

Signed in Valencia and Hamburg.

**Deutsches Elektronen-Synchrotron**

**Universitat de Valencia,**

**DESY**

Date: ..... **19. 11. 2020** .....

Prof. Dr. Helmut Dosch

Chairman of the Board of Directors

Date: .....

Dra. María Vicenta Mestre Escrivá

Rector

**28 SET. 2020**



Date:

Christian Hanninga

Director of Administration