

**AGREEMENT OF STAFF MOBILITY
IN THE FIELD OF FUSION ENERGY RESEARCH**

between

The European Atomic Energy Community

and

The Belgian State

The Commissariat à l'Energie Atomique (France)

The Centro de Investigaciones Energéticas Medioambientales y Tecnológicas (Spain)

The Dublin City University (Ireland)

The Ente per le Nuove Tecnologie, l'Energia e l'Ambiente (Italy)

The Forschungszentrum Jülich GmbH (Germany)

The Forschungszentrum Karlsruhe GmbH (Germany)

The Grand Duché of Luxembourg

The Hellenic Republic

The Hungarian Academy of Sciences

The Institute of Plasma Physics (Czech Republic)

The Institute of Plasma Physics and Laser Microfusion (Poland)

The Instituto Superior Tecnico (Portugal)

The Max-Planck Institut für Plasmaphysik (Germany)

The Ministry of Education and Research (MEdC) (Romania)

The Ministry of Higher Education, Science and Technology of the Republic of Slovenia

The Finnish Funding Agency for Technology and Innovation (TEKES), Finland

The Österreichische Akademie der Wissenschaften

The Risø National Laboratory - The Technical University of Denmark (Denmark)

The Stichting voor Fundamenteel Onderzoek der Materie (The Netherlands)

The Swedish Research Council

The Ecole Polytechnique Fédérale de Lausanne (Switzerland)

The United Kingdom Atomic Energy Authority

The University of Latvia

The Lithuanian Energy Institute (LEI, Lithuania)

The Comenius University (CU, Slovakia)

The Institute of Nuclear Research and Nuclear Energy (INRNE, Bulgaria)

The Republic of Cyprus

The Republic of Malta

The Republic of Estonia

The European Atomic Energy Community (Euratom), hereinafter referred to as the "Community", represented by the Commission of the European Communities, hereinafter referred to as the "Commission", which is in turn represented by the Director-General for Science, Research and Development, or by his authorised representative,

of the one part

The Belgian State (Belgium), acting for its own part (Laboratoire de Physique des Plasmas of the Ecole Royale Militaire - Laboratorium voor plasmaphysica van de Koninklijke Militaire School) and on behalf of the Université Libre de Bruxelles (Unité de Physique Statistique et Plasmas of the ULB) and of the Centre d'Etude de l'Energie Nucléaire/Studiecentrum voor Kernenergie, represented by its Minister for Energy,

the Centro de Investigaciones Energéticas Medioambientales y Tecnológicas (CIEMAT), Spain, with headquarters in Madrid, represented by its General Director,

the Commissariat à l'Energie Atomique (CEA), France, with headquarters in Paris, represented by its Directeur des Sciences de la Matière,

the Dublin City University (DCU), Ireland, with headquarters in Dublin, represented by its President, or authorised representative,

the Ente per le Nuove Tecnologie, L'Energia e l'Ambiente (ENEA), Italy, with headquarters in Rome, represented by its President,

the Forschungszentrum Jülich GmbH (FZJ), Germany, with headquarters in Jülich, represented by its Board of Directors,

the Forschungszentrum Karlsruhe GmbH (FZK), Germany, with headquarters at Karlsruhe, represented by two members of its Executive Board,

the Grand Duché of Luxembourg, represented by its Minister for Energy,

the Hellenic Republic, represented by the National Centre for Scientific Research "Demokritos" (NCSR), which is in turn represented by the Director of the Institute of Nuclear Technology and Radiation Protection of NCSR,

the Hungarian Academy of Sciences, with headquarters in Budapest, represented by its President or his authorised representative,

the Institute of Plasma Physics AS CR, v.v.i. (IPP.CR), Czech Republic, with headquarters in Prague, represented by its Director or his authorised representative,

the Institute of Plasma Physics and Laser Microfusion (IPPLM), whose registered office is in Warsaw, represented by the Director,

the Instituto Superior Tecnico, Portugal, represented by its President,

the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., Germany, represented by the Scientific Director of the Max-Planck-Institut für Plasmaphysik (IPP) at Garching near Munich and the Administrative Director of the IPP,

the Ministry of Education and Research (MEdC), Romania, with headquarters in Bucharest, represented by its Minister or his authorised representative,

The Ministry of Higher Education, Science and Technology of the Republic of Slovenia, whose registered office is in Ljubljana, represented by the Minister,

the Finnish Funding Agency for Technology and Innovation (Tekes), Finland, with headquarters in Helsinki, represented by its Director General,

the Österreichische Akademie der Wissenschaften (ÖAW), Austria, with headquarters at Vienna, represented by its President and General Secretary or their authorized representatives,

the Risø National Laboratory – The Technical University of Denmark (RISØ), Denmark, with headquarters at Lyngby, represented by its Rector or his authorized representative,

the Stichting voor Fundamenteel Onderzoek der Materie (FOM), the Netherlands, whose registered office is in Utrecht, represented by its Management Council, which has authorised the Director of FOM to represent the Stichting,

the Swedish Research Council (VR), Sweden, with headquarters in Stockholm, represented by its Secretary General,

the "Ecole Polytechnique Fédérale de Lausanne" (EPFL) acting for other Swiss organisations which participate in the fusion energy research programme of Euratom, represented by the Director of the "Centre de Recherches en Physique des Plasmas"(CRPP),

the United Kingdom Atomic Energy Authority (UKAEA), with headquarters at Harwell, represented by its Secretary,

the University of Latvia, Riga, Latvia, with its headquarters in Riga, represented by its President or his authorised representative,

the Lithuanian Energy Institute (LEI, Lithuania), with headquarters in Kaunas, Lithuania, represented by the HRU of fusion Association or his authorised representative,

the Comenius University (CU, Slovakia), represented by the Dean of the Faculty of Mathematics, Physics and Informatics, Comenius University Bratislava,
the Institute of Nuclear Research and Nuclear Energy (INRNE, Bulgaria), with headquarters at Sofia, Bulgaria, represented by the HRU of fusion Association or his authorised representative,

the Republic of Cyprus,
the Republic of Malta,
the Republic of Estonia,

hereinafter referred to as "the Associates"

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HAVING REGARD to the Council Decision 2006/970/Euratom¹ adopting the 7th Framework Programme of the European Atomic Energy Community (Euratom) on nuclear research and training activities (2007-2011);

HAVING REGARD to the Council Decision 2006/976/Euratom² adopting a Specific Programme implementing the 7th Framework Programme of the European Atomic Energy Community (Euratom) on nuclear research and training activities (2007-2011);

HAVING REGARD to the Agreement for the Promotion of Staff Mobility in the Field of Controlled Thermonuclear Fusion³ (FU06-CT-2004-00051) as modified by Supplementary Agreements N° 1 to 3 hereinafter referred to as "the preceding Agreement";

HAVING REGARD to the Contracts of Association concluded between the Community and Member States, the Swiss Confederation and organisations in Member States as part of a long-term programme of co-operation covering all the activities in the field of controlled thermonuclear fusion⁴;

WHEREAS the Framework Programme thematic area "fusion energy research" referred to in the above-mentioned Decisions aims i.a. at ensuring adequate human resources and a high level of cooperation within the European Fusion programme, both for the immediate and medium term needs of ITER, and for the further development of fusion, by means of support for the mobility of researchers between organisations participating in the programme, in order to promote enhanced collaboration and integration of the programme, and to foster international cooperation;

HAVE AGREED AS FOLLOWS:

¹ OJ L 400, 30.12.2006, p.60.

² OJ L 400, 30.12.2006, p.404.

³ As last amended by C(2005)537, C(2007)3859, not published and extended by way of exchange of letters D(2008)589863 until end 2009.

⁴ Commission Decision 2007/4042 concerning the adoption of a model Contract of Association under the thematic area "Fusion Energy Research" of the Seventh Framework Programme of the European Atomic Energy Community (2007-2011).

Article 1
Subject matter and definitions

- 1.1 The subject matter of the present Agreement is the Assignment of personnel of the Associates to this agreement or of non-profit research entities co-operating with the Associates in the implementation of the Euratom Framework Programme thematic area "Fusion Energy research" (hereinafter the "Programme") in order to promote enhanced collaboration and integration of the Programme, and to foster international cooperation.
- 1.2 For the purposes of this Agreement:
- "*Associate*" means a signatory of the present Agreement other than Euratom;
 - "*Assignment*" refers to a Secondment or a Mission;
 - "*Secondment*" means either:
 - a) a continuous stay by one person of a minimum duration of 28 calendar days at the Host Organisation to which he/she is seconded, or
 - b) multiple stays by nominated personnel of a minimum cumulative duration of 98 days per period of 12 month at the Host Organisation to which they are seconded, when the personnel of the Parent Organisation is responsible for the implementation, upgrading, operation and/or exploitation of a system (such as a diagnostic, heating, data acquisition or control system) on an experimental facility of the Host Organisation within the Programme.
 - "*Mission*" means any other stay;
 - "*Organisation*" means an Associate or a non-profit research entity in the territory of the Community or of an Associated third State co-operating with an Associate and contributing to the implementation of the Programme;
 - "*Host Organisation*" means the Organisation to which the personnel is to be assigned;
 - "*Parent Organisation*" means the Organisation which employs the personnel to be assigned;
 - "*Associated third State*" means a third State which is party to an international agreement with the Community, under the terms or the basis of which it makes a financial contribution to all or part of the Seven Framework Programme;
 - "*CCE-FU*" means the Consultative Committee for the Euratom Specific Research and Training Programme in the field of Nuclear Energy Fusion;
 - "*EFDA*" means the European Fusion Development Agreement. An agreement among all the Euratom Fusion Associations to strengthen their co-ordination and collaboration. It provides the organisational framework for the exploitation of the JET Facilities, coordinates Association activities in physics and emerging technology, manages training and career development of researchers, and coordinates European contributions to international collaborations (excluding ITER and the Broader

Approach). Technology activities related to ITER and the Broader Approach, previously carried out within the EFDA framework, are being transferred to the Joint Undertaking Fusion for Energy (F4E);

- "*Broader Approach*" means the activities under the Broader Approach agreement signed in February 2007 by European Atomic Energy Community (Euratom) and the Government of Japan. The objective of this agreement is to support the ITER project and the early realisation of fusion energy. The Broader Approach activities comprise mainly, the IFMIF/EVEDA, IFERC and JT-60 projects;
- "*ITER*" means a joint international research and development project that aims to demonstrate the scientific and technical feasibility of fusion power. The project will be developed in the frame of an international agreement signed in 2006 between the European Atomic Energy Community (Euratom), Japan, the People's Republic of China, India, the Republic of Korea, the Russian Federation and the USA. ITER will be constructed in Europe, at Cadarache in the South of France;
- "*IEA*" means the International Energy Agency (of the OECD), Paris, France. Implementing agreements for international collaboration on specific topics in fusion have been set up in the frame of the IEA;
- "*Information*" shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term "Intellectual Property" as defined below;
- "*Intellectual Property*" shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm on July 14, 1967 and may include confidential information such as know-how and trade secrets provided that they are unpublished, and in written or otherwise documented form, and:
 - a) have been held in confidence by their owner;
 - b) are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents
 - c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and
 - d) are not available to the receiving party without an obligation concerning confidentiality.

Article 2

Entry into force and Duration

- 2.1 This Agreement shall enter into force upon signature by at least two thirds of the Associates and the Commission.

- 2.2 This Agreement shall remain in force for an *initial* period of 5 years from the date of its entry into force. It may be extended upon recommendation of the CCE-FU.

Article 3 Community financial participation

- 3.1 The Commission will commit its financial contribution on the basis of the amounts indicated yearly in the Euratom Work Programme for Mobility.
- 3.2 Reimbursement of costs will follow the provisions of Article 5.6 of the present Agreement.

Article 4 Eligible personnel

- 4.1 The assigned person shall be staff employed by an Associate or by a non-profit research entity in the territory of the Community or of an Associated third State co-operating with an Associate.
- 4.2 The contract of employment referred to in paragraph 1 above shall subsist during the Assignment, subject to the provisions of Articles 12 and 13 of the present Agreement.
- 4.3 The contract of employment shall cover health, accident and other types of insurance as requested by the relevant national legislation in favour of the assigned personnel during the Assignment. The Parent Organisation shall where necessary inform its responsible departments and its insurers of the Assignment. If the validity of the existing insurance protection of the assigned personnel is affected by the Assignment, the Parent and the Host Organisation will together be responsible for re-establishing an equivalent insurance protection. Additional expenses resulting from this may be reimbursed by the Commission, if agreed in advance at the time of the original approval for the Assignment.

Article 5 Procedures

- 5.1 During the year n-1, the Steering Committee under the Contract of Association of which the Associate is a signatory (hereinafter "the Association Steering Committee") shall approve a Mobility Plan for Assignment of its personnel in year n.
- 5.2 The Mobility Plan shall indicate the following details for the Assignments of year n:
- the maximum number of personnel participating;
 - the Host Organisation(s) in case of paragraphs 1 and 2 of Article 6;
 - the category(ies) of the meeting(s) in case of paragraphs 3 and 4 of Article 6;
 - the number of calendar days of the Assignment;
 - the fields of activity (with reference to the Work Programme of the Association of which the Associate is a signatory);
 - the maximum estimated costs to be supported under the Mobility Agreement.

- 5.3 In the year n, each Associate shall execute its Mobility Plan. For each Assignment, the Associate shall confirm the information in the Mobility Plan by using the Assignment form in Annex I to this Agreement.
- 5.4 The Association Steering Committee shall approve any change to the Mobility Plan which introduces new collaborations or which results in an increase in the estimated maximum costs. Other changes to the Mobility Plan shall be highlighted in the Mobility Annual Report.
- 5.5 In year n+1 the Associate shall submit the Mobility Annual Report to the Association Steering Committee for approval. This report shall include details of the original approval (Mobility Plan) and of the financial outcome, and for each assignment: the assignment form and a concise summary of the achievements and any deviations from the planned activities.
- 5.6 In year n+1 the Commission shall reimburse the costs incurred in year n through the mechanism of the Annual Statement of Accounts of the Association.
- The calculation by which costs have been estimated, shall be made available to the Commission services and any member of the Steering Committee who so requests.
- 5.7 For Assignments lasting longer than twelve months, the accounting shall be presented in respect of each calendar year.
- 5.8 When the assigned person comes from a non-profit research entity in the territory of the Community or of an Associated third State, the Assignment shall be taken over and included in the Mobility Plan of the Associate co-operating with this entity according to the provisions mentioned above.
- 5.9 The procedures for Assignments under paragraph 5 of Article 6 are defined in Article 11 of the present Agreement.

Article 6

Categories of Assignments

Under the present Agreement, there are five categories of Assignments:

- 6.1 Assignments of personnel between Associates or non-profit research entities in the territory of the Community or of an Associated third State co-operating with an Associate for carrying out research work (referred to in Article 7).
- 6.2 Assignment of personnel for carrying out research work outside the territory of the Community or of an Associated third State (referred to in Article 8).
- 6.3 Assignments for participation in meetings for the purpose of coordinating research activities within the Programme (referred to in Article 9).
- 6.4 Assignments for participation in meetings in the framework of international cooperations included in the Programme (referred to in Article 10).

- 6.5 Assignments requested by the Commission responsible Authorising Officer (referred to in Article 11).

Article 7

Assignment of personnel for carrying out research work between Associates or non-profit research entities in the territory of the Community or of an Associated third State co-operating with an Associate

- 7.1 An Assignment of personnel between Associates or non-profit research entities co-operating with an Associate for carrying out research work in the implementation of the Programme is eligible if:
- it is included in the Mobility Plan approved by the Association Steering Committee; and
 - if the research work to be carried out is foreseen in the Work Programme(s) of the Association(s) involved.
- 7.2 The duration of the Assignment shall be:
- 7.2.1 a continuous stay by one person of a minimum duration of 28 calendar days at the Host Organisation to which he/she is seconded.
 - 7.2.2 multiple stays by nominated personnel of a minimum cumulative duration of 98 days per period of 12 month at the Host Organisation to which they are seconded, when the personnel of the Parent Organisation is responsible for the implementation, upgrading, operation and/or exploitation of a system (such as a diagnostic, heating, data acquisition or control system) on an experimental facility of the Host Organisation within the Programme.
 - 7.2.3 any other stay less than 28 calendar days at the Host Organisation.
- 7.3 Reimbursement of costs shall be determined on the following basis:
- 7.3.1 Subsistence expenses or allowance in accordance with the Parent Organisation's rules, including local travel, up to 150 Euro per day;
 - 7.3.2 Travel expenses, excluding local travel. Costs of travel by air should be estimated on the basis of the most economic tariffs available, taking into account any special circumstances.

Reimbursement under 7.2.1 and 7.2.2 shall cover both subsistence and travel expenses. Reimbursement for any other stay less than 28 days shall cover only subsistence expenses.

Article 8
**Assignment of personnel for carrying research work outside the territory of the
Community or of an Associated third State**

- 8.1 An Assignment of personnel of an Associate or a non-profit research entity co-operating with an Associate for carrying out research work outside the territory of the Community or of an Associated third State in the implementation of the Programme is eligible if it is:
- foreseen in the Work Programme of the Association involved;
 - within the framework of an international co-operation agreement signed by the Commission;
 - included in the Mobility Plan approved by the Association Steering Committee; and
 - supported by an invitation letter by the Host Organisation.
- 8.2 The duration of the Assignment shall be:
- 8.2.1 a continuous stay by one person of a minimum duration of 28 calendar days at the Host Organisation to which he/she is seconded,
- 8.2.2 any other stay less than 28 calendar days at the Host Organisation.
- 8.3 Reimbursement of costs shall be determined on the following basis:
- 8.3.1 Subsistence expenses or allowance in accordance with the Parent Organisation's rules, including local travel, up to 200 Euro per day;
- 8.3.2 Travel expenses, excluding local travel. Costs of travel by air shall be on the basis of the most economic tariffs available, taking into account any special circumstances. Business class or equivalent, at the lowest available rates, shall be permitted if at least one segment of the journey involving at least four hours continuous flying time.

Reimbursement under 8.2.1 shall cover both subsistence and travel expenses. Reimbursement for any other stay less than 28 days shall cover only subsistence expenses.

Article 9
**Assignments for participation in meetings for the purpose of coordinating
research activities**

- 9.1 The Commission shall participate in the cost of missions of nominated personnel to attend formally convened meetings for the purpose of carrying out coordinated research activities within the Programme.

- 9.2 EFDA meetings required for the planning, preparation, execution and follow-up of EFDA coordinated activities shall be eligible provided that they are approved by the EFDA Steering Committee and included in the Mobility Plan approved by the Association Steering Committee.
- 9.3 Reimbursement of costs for subsistence expenses shall be determined in accordance with the Parent Organisation's rules up to 150 euro per day.

Article 10

Assignments for participation in meetings in the framework of international cooperation

10.1 The Commission shall participate to the cost of missions of nominated personnel to attend formally convened meetings when required for the purpose of international cooperation developed under the Programme such as:

10.1.1 ITPA Topical Group and Coordinating Committee meetings

In order to be eligible, meetings shall be included in a list approved annually by the EFDA Steering Committee and included in the Mobility Plan approved by the Association Steering Committee.

10.1.2 Meetings of the Coordinating Committees of bilateral co-operation Agreements

The participation of the EU members in the Coordinating Committee meetings required for the preparation, execution and follow-up of the bilateral work programme of each of the bilateral co-operation agreements signed by the Commission shall be eligible provided that they are included in the Mobility Plan approved by the Association Steering Committee and upon invitation by the Chair or by the Commission.

10.1.3 Meetings of the Executive Committee of IEA Implementing Agreements

The participation of the EU Executive Committee members of each IEA IA signed by the Commission in meetings of the Executive Committee or formally established management committees which exert the function of the Executive Committee for individual annexes to IEA IA (or their alternates in the event that the designated members are unable to attend) shall be eligible provided that they are included in the Mobility Plan approved by the Association Steering Committee and upon invitation by the Chair or by the Commission.

10.1.4 High level meetings of the Broader Approach Agreement

The participation on behalf of Euratom of the EU members and experts in meetings of the Broader Approach (e.g. Steering Committee and Project Committee) shall be eligible provided that they are included in the Mobility Plan approved by the Association Steering Committee and upon invitation by the Chair or by the Commission.

10.1.5 Meetings of ITER Council and other high level ITER meetings

The participation of the EU committee members in meetings of the ITER Council, ITER-MAC and ITER-STAC shall be eligible provided that they are included in the Mobility Plan approved by the Association Steering Committee and upon invitation of the Chair.

10.2 Reimbursement of costs shall be determined on the following basis:

10.2.1 Subsistence expenses or allowance in accordance with the Parent Organisation's rules, including local travel, up to 150 euro per day or 200 euro per day if the meeting is taking place outside the territory of Community or of an Associated third State;

10.2.2 Travel expenses when the meeting venue is outside the territory of the Community or of an Associated third State, excluding local travel. Costs of travel by air should be estimated on the basis of the most economic tariffs available. Business class or equivalent, at the lowest available rates, shall be permitted, taking into account the times of meetings and/or special features of the mission, if at least one segment of the journey involves at least four hours continuous flying time.

Travel expenses shall not be reimbursed when the meeting takes place adjacent to a major conference or workshop in which the assigned person participates.

Article 11

Any other Assignment requested by the Commission

11.1 The Commission Authorising Officer responsible for the Programme may authorise the reimbursement of subsistence and/or travel costs of Assigned persons not covered under Article 4 and/or of Assignments not covered under Articles 7 to 10 of the present agreement.

11.2 The Assignment shall be taken over by the Associate concerned. The Assignment form in Annex I to this Agreement shall be submitted to the Commission before the proposed starting date of the Assignment.

11.3 Reimbursement of costs shall be determined on the following basis:

11.3.1 Subsistence expenses or allowance in accordance with the Parent Organisation's rules, including local travel, up to 150 euro per day or 200 euro per day if the meeting is taking place outside the territory of Community or of an Associated third State;

11.3.2 Travel expenses, excluding local travel. Costs of travel by air should be estimated on the basis of the most economic tariffs available. Business class or equivalent, at the lowest available rates, shall be permitted taking into account the times of meetings and/or special features of the mission, if the journey includes at least one segment involving at least four hours continuous flying time.

11.4 Assignments under this Article shall be added to the Mobility Plan, with a revised total estimated cost if necessary, and shall be included in the Annual Mobility Report

Article 12
Relation between the assigned person and the Host Organisation

- 12.1 During their Assignment, the assigned person shall be subject to the internal regulations and safety rules of the Host Organisation.
- 12.2 The Host Organisation shall allow the assigned person access to all installations and sites and shall make available to them all necessary scientific and office material which are necessary for the proper execution of their activities.
- 12.3 The Host Organisation shall make available to the assigned person its social facilities and services and other special facilities to the maximum extent possible.

Article 13
Information and Intellectual Property

- 13.1 Whenever Information and Intellectual Property result from the work developed by the assigned person during their Assignment and within the field of activity of their Assignment, both the Host Organisation and the Parent Organisation shall be informed and provided with complete information thereon.
- 13.2 The Host Organisation shall be entitled to acquire all rights, titles and interest in the Information and Intellectual Property developed by the assigned person during their Assignment and within the field of activity of their Assignment, unless the two Organisations agree otherwise. In case the Intellectual Property resulting from the work developed by the assigned person consists of an invention or discovery and the Host Organisation seeks to apply for a patent for this invention, the Host Organisation shall inform the Parent Organisation on the scope of the application and the country (countries) in which the application should be filed. If in one or more countries the Host Organisation waives its rights to seek protection for the invention, it shall allow the Parent Organisation to seek protection for the invention in those countries.
- 13.3 Any publication, presentation or release paper relating to all or part of the work developed by the assigned person during their Assignment and within the field of activity of their Assignment, including the results obtained, requires the permission of both the Host Organisation and the Parent Organisation and reference has to be made to the cooperation of both of them and to the participation of Euratom.
- 13.4 The Parent Organisation shall enjoy the royalty-free, non-exclusive and irrevocable right to use for its own purposes the Information and Intellectual Property that results from the work developed by the assigned person during their Assignment and within the field of activity of their Assignment, This right of use also applies for work, orders and research carried out by a third party on behalf of the Parent Organisation.
- 13.5 Euratom shall enjoy a royalty-free, non-exclusive and irrevocable right to use for its own purposes the Information and Intellectual Property that results from the work developed by the assigned person during their Assignment and within the field of activity of their Assignment, This right of use shall extend to research and other work as well as to orders executed by third parties on its behalf.

Article 14

Special Agreement for Organisations which are not Associates to the present Agreement

- 14.1 If the Parent or the Host Organisations are not Associates of the present Agreement and have not designated a signatory to act for them, a special agreement shall be concluded between the Host and the Parent Organisations ensuring that the same or similar provisions as those stipulated in the present Agreement shall apply.
- 14.2 In the case of Assignments of personnel of an Associate or a non-profit research entity co-operating with an Associate for carrying out research work outside the territory of the Community or of an Associated third State, a special agreement shall be concluded between the Host and the Parent Organisations ensuring that the same or similar provisions as those stipulated in the present Agreement shall apply. In those cases when a bilateral co-operation agreement between Euratom and the Host Organization is in force, the special agreement shall observe the provisions of the bilateral co-operation agreement.

Article 15

Liability

- 15.1 The parties to the Agreement shall indemnify each other against all claims for damages suffered by their personnel which arise in the execution of this Agreement unless one of the Parties has caused the damage in a grossly negligent or deliberate manner.
- 15.2 The parties to the Agreement waive the right to claim from each other or from their personnel for damages which arise in the execution of this Agreement except if one of the parties or its personnel has caused the damage in a grossly negligent or deliberate manner.
- 15.3 If the provisions of this Article are contrary to the conditions of any Contract of Association, then the latter takes precedence.

Article 16

Disputes

- 16.1 Any dispute arising between the Contracting parties from the Agreement including the question of its validity, which is not settled amicably, shall, at the request of any party to the dispute, be submitted to an arbitration tribunal.
- 16.2 The arbitration tribunal shall be established in each individual case. It shall be composed of three members nominated jointly by the parties to the dispute. The members of the arbitration tribunal shall elect the chairman from amongst themselves.
- 16.3 If the parties in the dispute fail to nominate one or several members of the arbitration tribunal within two months of the request for submission of a dispute to the arbitration tribunal, or if within one month of the nomination of the members these members do not elect a chairman, such member or members or the chairman shall be nominated by the President of the Court of Justice of the European Communities at the request of one of the parties to the dispute.

- 16.4 The arbitration tribunal shall reach its decision by a majority of votes. Such decision shall be binding and final.

Article 17
Applicable Law

This Agreement is governed by Community law.

Article 18
Modifications to the Agreement

Any modifications to this Agreement shall be made in writing at any time and are deemed to enter into force upon signature by at least two thirds of the Associates and the Commission.

Article 19
Previous Agreements

Upon signature by two thirds of the Associates and the Commission the present Agreement shall supersede the preceding Agreement for Mobility (FU06-CT-2004-00051) as modified by Supplementary Agreements N° 1 to 3. However, notwithstanding the supersession of the preceding Agreement, all legal acts concluded by the Contracting Parties in executing the preceding Agreement shall remain valid.

Article 20
Audit

- 20.1 The Commission, or any representative authorised by it, may initiate an audit at any time during the contract and up to five years after the final payment of the Community contribution, against this contract. The audit procedure shall be deemed as initiated on the date of receipt of the relevant registered letter with acknowledgement of receipt sent by the Commission. It shall be carried out on a confidential basis.
- 20.2 The Commission or any authorised representative may have access, at any reasonable time, in particular to the personnel of the Associate, the documentation, computer records and equipment, relevant to this contract. In this connection, it may request that data be handed over to it in an appropriate form in order, for instance, to ascertain the eligibility of the costs. The Commission shall take appropriate steps to ensure that its authorised representatives treat confidentially the data to which they have access or which have been provided to them.
- 20.3 On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent to the Associate, who may make observations thereon within one month of receiving it. The final report shall be sent to the Head of Research Unit. The latter may communicate his observations to the Commission within a month of receiving it. The Commission may decide not to take into account the observations conveyed after the deadline.

On the basis of the conclusions of the audit, the Commission shall take all appropriate measures, which it considers necessary, including the issuing of a recovery order regarding all or part of the payments made by it.

Article 21
Annexes

The following annex shall form part of this Agreement.

Annex I Staff Assignment Forms

Done in Brussels,

For the Associate

Date:

Signature:

Stamp of the organisation:

For the Commission,

The Director of Euratom (Directorate General for Research)

Date:

Signature:

Staff Assignments form under Article 7.2.2 of this Agreement

- A. Parent organisation:
- B. Host organisation:
- C. Subject of the collaboration:
- D. Justification for requesting the application of Article 7.2.2:

.....
(Please attach detailed pertinent information including work plan)

- E. Names of assigned personnel participating.
(Please attach a list of names)

F. Maximum daily reimbursement of subsistence cost: 150 EURO

G. Dates of Start and End of the Collaboration * :/...../..... -/...../.....

H. **Total number of days for the collaboration during the period:**

I. Cost per return travel:

J. Number of return travels expected to be eligible:

K. Maximum total reimbursement of subsistence costs (H*F):	EURO
L. Reimbursement of travel expenses is included up to** (I *J):	EURO
M. Total estimated cost ceiling (K + L.):	EURO

N. Approved by Heads of the Research Unit of the Associate concerned:

For Parent organisation:

For Host organisation:

Name:

Name:

Signature:

Signature:

* The period should cover the running year.

** For cumulative stays (>98 days) according to Article 7.2.2 of this Agreement, the approval of reimbursement of travel expenses is on a provisional basis up to a return trip per 14 days of stay.