

## **COLLABORATIVE RESEARCH ARRANGEMENT**

The Joint Research Centre of the European Commission, represented for the purpose of signing this Agreement by Maria Betti, Director of the Institute for Transuranium Elements of the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as 'the JRC-ITU'),

and

European Platform on Preparedness for Nuclear and Radiological Emergency Response and Recovery - NERIS, with the registered address at 28 Rue de la Redoute, 92260 Fontenay-aux-Roses, France, represented for the purpose of signing this agreement by Thierry Schneider, President of the NERIS Platform, duly entitled to sign,

(hereinafter referred to as 'NERIS').

Hereinafter referred to individually as '**the Side**' or collectively as '**the Sides**'.

Considering:

As the Commission's in-house science service, the Joint Research Centre's mission is to provide EU policies with independent, evidence-based scientific and technical support throughout the whole policy cycle. Working in close cooperation with policy Directorates-General, the JRC addresses key societal challenges while stimulating innovation through developing new methods, tools and standards, and sharing its know-how with the Member States, the scientific community and international partners. Through its Institute for Transuranium Elements in Ispra (Italy), the JRC conducts research and development in the field of Nuclear Emergency Preparedness and Response in support to EU Member States.

NERIS is an European Platform, whose mission is to support the cooperative research in the field of Nuclear/Radiological Emergency Preparedness Response and Recovery by establishing a forum for dialogue and methodological development between all European organisations and associations taking part in decision making of protective actions in nuclear and radiological emergencies and recovery in Europe.

Through joint efforts of NERIS and the JRC, new approaches can be identified and developed in the areas of Nuclear/Radiological Emergency Preparedness and Response, thus working to the mutual benefit of both organisations in the achievement of their objectives.

The Sides have expressed their mutual desire to co-operate in the field of development and improvement of computational tools and knowledge database for decision support systems.

## **SECTION 1 – OBJECTIVES OF THIS COLLABORATIVE RESEARCH ARRANGEMENT**

- 1.1 The general objective of this Collaborative Research Arrangement is to contribute more effectively to understanding and resolving scientific issues in the field of Nuclear/Radiological Emergency Preparedness and Response (N/R EP&R) and to ensure that discoveries, inventions and creations generated under this Collaborative Research Arrangement are utilized in ways most likely to benefit the public.
- 1.2 This Collaborative Research Arrangement will, in particular, have the following objectives:
  - a) To obtain the scientific data needed to:
    - i. Develop a knowledge database with scenarios and response, including lessons learned from historic events and decision support tools developed in international handbooks such as the European handbooks.
    - ii. Develop information material of general nature on radiation emergencies, countermeasures and recovery.

- iii. Improve existing Decision Support Systems (DSSs) with radiological capabilities (explosions in large buildings, underground stations, uncertain source term information, hidden sources etc.)
  - iv. Develop and/or integrate computational tools in existing DSSs for assimilation of atmospheric measurements (e.g., gamma radiation dose rates, concentration) and/or inverse modelling to estimate unknown source term (location, emission rate).
- b) To improve the co-ordination and effectiveness of co-operation efforts between NERIS and the JRC in the field of N/R EP&R.
  - c) To promote mutual interest and co-operation in understanding and resolving N/R EP&R issues.
  - d) To deepen the understanding of the scientific, economic and social issues relating to N/R EP&R.
- 1.3 In order to fully achieve the objectives of this Collaborative Research Arrangement, the Sides intend to take the following actions:
- a) Joint identification of N/R EP&R issues to be investigated and the development of innovative and cost-effective approaches to improve current situation.
  - b) Initiate and maintain a dialogue on matters of N/R EP&R, exploring possibilities for developing research projects of mutual interest.
  - c) Exchange appropriate scientific and technological information, for example, through conducting occasional seminars and workshops.
  - d) Harmonise established analytical procedures and promote these methods to end-users internationally.
  - e) Work jointly to develop initiatives for obtaining, financing and implementing the research projects of mutual interest.
  - f) Participate in the execution of on-going programs, projects and related activities of mutual interest to the Sides.
  - g) Identify any other action that they deem appropriate to achieve the objectives of this Collaborative Research Arrangement.
- 1.4 In case of joint projects in accordance with Paragraph 1.3 the Sides may, prior to commencing a project and on a case-by-case basis, conclude a specific written arrangement (hereinafter referred to as '**the specific arrangement**') detailing the specifics of the joint project and which will in particular cover any necessary technical and legal (including the responsibilities of each Side and intellectual property rights) aspects.
- 1.5 The duration of the specific arrangement may exceed the duration of this Collaborative Research Arrangement with a maximum of six months provided that the execution of tasks under the specific arrangement has started during the duration of the Collaborative Research Arrangement. All provisions of this Collaborative Research Arrangement will be applicable mutatis mutandis to the specific arrangement, unless derogated by specific provisions according to Paragraph 1.6 of this Collaborative Research Arrangement.

- 1.6 In case of conflict between the provisions of the specific arrangement and this Collaborative Research Arrangement, the provisions of the Collaborative Research Arrangement will prevail unless the conflicting provision in the specific arrangement is introduced by the phrase "*By derogation from the Collaborative Research Arrangement ...*" in which case that provision of the specific arrangement prevails over the Collaborative Research Arrangement. However, the Sides may not derogate from Paragraphs 1.5 and 1.6, Sections 2, 3, 5, 9 and 10 of this Collaborative Research Arrangement.

## SECTION 2 – EXCHANGE OF PERSONNEL

- 2.1 The Sides may, at their own expense and subject to consent of the other Side, exchange technical personnel as required to pursue activities identified by this Collaborative Research Arrangement. Such personnel may be from NERIS Consortium, the JRC or academic institutions, as mutually decided.
- 2.2 For the exchange of personnel in accordance with the provisions of the present Section, the Sides will conclude a separate arrangement (for JRC invitees following the specimen under Attachment A).

## SECTION 3 – LIABILITY

- 3.1 Any loss, damage or injury of non-nuclear origin suffered by one Side in connection with the performance of this Collaborative Research Arrangement will be borne exclusively by it. If the loss, damage or injury is caused by a person invited by one Side, as described in Section 2, the sending Side will be liable for it.
- 3.2 Each Side will be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties, arising out of the performance of this Collaborative Research Arrangement.
- 3.3 Each Side will indemnify the other Side for all liability in respect of any action for damages brought by third parties and caused by their respective personnel in the course of the performance of this Collaborative Research Arrangement.
- 3.4 Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

## SECTION 4 - COORDINATION AND OVERSIGHT

- 4.1 The Sides will establish a Steering Group to co-ordinate the research work under this Collaborative Research Arrangement. The Steering Group will meet at least once a year to evaluate past activities, develop detailed plans for future co-operative projects, and discuss any matter concerning the implementation of this Collaborative Research

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Arrangement. To this end, each Side will designate one person to serve as its co-ordinator with responsibility for the respective planning. The co-ordinators may nominate other suitable persons to represent them or to attend meetings. The meetings are prepared by the co-ordinators.

4.2 The co-ordinator for the JRC will be Montserrat MARIN FERRER

The co-ordinator for NERIS will be Thierry SCHNEIDER

4.3 All notifications and correspondence under this Collaborative Research Arrangement should be sent to the co-ordinators.

4.4 The Sides should maintain the right to check on the spot the progress of work forming the subject of this Collaborative Research Arrangement and to make any observation or suggestion, which they may deem appropriate.

4.5 Each Side should draw up and make available to the other Side any documents necessary to establish the progress of the work forming the subject matter of this Collaborative Research Arrangement.

4.6 The Sides should consult each other to establish together the following reports for the joint projects undertaken under this Collaborative Research Arrangement or the specific arrangement. In the absence of agreement thereon, each Side should draw up separate reports.

***Final report***

This report should:

- describe in detail the whole of the work and research carried out,
- describe in detail the results obtained in performance of this Collaborative Research Arrangement,
- contain a summary of the principal work carried out and results obtained.

**SECTION 5 – FUNDS**

5.1 All activities conducted pursuant to this Collaborative Research Arrangement will be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Side.

5.2 Each Side will bear the cost of any expenditure it incurs relating to the performance of its tasks under this Collaborative Research Arrangement. There will be no transfer of money between the Sides in connection with this Collaborative Research Arrangement.

**SECTION 6 – PROTECTION OF THE RESULTS OF THE COOPERATION**

- 6.1 Intellectual Property (IP), and all rights pertaining thereto, created in and for the performance of the present Collaborative Research Arrangement will belong to the Side whose Personnel created it. The owning Side will have the right to use, exploit, assign or dispose of such IP at its own will and discretion, unless otherwise provided for in the present Collaborative Research Arrangement.
- 6.2 Upon termination or expiry of the present Collaborative Research Arrangement, Sides will send each other a declaration including the list of IP which they have created in and for the performance of the present Collaborative Research Arrangement. Sides agree to grant each other rights of access and use for such IP on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only.
- 6.3 Sides will put in place appropriate means to ensure their ownership of or rights in such IP to the extent necessary for the exercise of their duties and commitments under the present Collaborative Research Arrangement, subject to the maximum achievable extent under the applicable law.
- 6.4 In case the owning Side decides to waive or abandon its rights in such IP, or decides not to protect such IP, whether patentable or not, it undertakes to inform the other Side of its decision. The other Side may decide to pursue the protection of such IP by itself, in its own name and through its own means. For this end, Sides undertake to sign an Assignment Agreement particular to the IP concerned.
- 6.5 In case the IP created in and for the performance of the present Collaborative Research Arrangement cannot be clearly or reasonably separated between the Sides, or if the Sides have mutually contributed to the creation of the IP, or if it is evident that the IP created by the Sides have merged to such an extent that different parts cannot exist independently of the other, then such will be considered as a jointly-owned IP.
- 6.6 Neither Side can dispose of, license, assign, or transfer such jointly-owned IP to third-parties without the prior written consent of the other Side in the absence of a particular joint-ownership agreement. Following the coming into existence of a jointly-owned IP, the Sides undertake to conclude a particular Joint-Ownership Agreement to govern the terms and conditions pertaining to rights, duties and commitments of the Sides concerning the jointly-owned IP.
- 6.7 In case the collaboration performed under the present Collaborative Research Arrangement leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Sides, the Sides undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.
- 6.8. Neither Side can publish, disseminate, make publicly available, or disclose to a third party any result of the cooperation without prior written consent of the other Side on the

manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of the present provision will be considered not only a breach of the present Section but also a breach of confidentiality.

- 6.9** Provisions of the present Section, and the rights, duties and commitments stipulated therein, will remain valid and legally enforceable during the term of the present Collaborative Research Arrangement and for a period of five years from the date of its termination or expiry unless otherwise extended in a Separate Agreement.
- 6.10** For the purpose of the implementation of this Collaborative Research Arrangement, each Side will put in place policy that assigns to the Side all rights in any intellectual property generated by the Side's personnel (or – in case of subcontracting – by the subcontractor or its personnel), so that the Side can efficiently assert ownership as required under the present Section. If the foregoing is not possible under the applicable law, the policy must ensure that the Side acquires other legal title to the intellectual property as close as possible to ownership; in that case, other provisions of this Collaborative Research Arrangement will be interpreted in a way to accommodate the changed legal title to the intellectual property. Upon a specific request of the other Side, the Side concerned will provide in writing clarifications of its policy to assert the ownership or other legal title to the intellectual property.

## **SECTION 7 – CONFIDENTIALITY**

- 7.1** The Sides undertake to keep confidential any information, documentation, data, reports referred to in Section 4, or any other material communicated to them by the other Side (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Side, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on activities under this Collaborative Research Arrangement) or has been made available to the receiving Side by another party without any confidentiality restrictions. This confidentiality commitment applies also to information communicated orally when such information should be kept confidential, for instance in the context of information exchange through seminars and workshops.

This is without prejudice to the respective Sides' applicable law including the right of public access to documents.

- 7.2** Confidentiality of information exchanged orally or in writing in connection with this Collaborative Research Arrangement will be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Side may indicate when communicating information to the other Side that the confidentiality of such information will be maintained even after the said five-year period.

## **SECTION 8 – SUBCONTRACTS**

- 8.1 Each Side can subcontract in whole or in part its activities under this Collaborative Research Arrangement only with a written consent of the other Side, which consent may not be unreasonably withheld.
- 8.2 The subcontracting Side will remain bound by its commitments to the other Side, who will retain its rights under the Collaborative Research Arrangement, as if there were no subcontracting. The Side subcontracting the research work will ensure the assignment of rights, the entire ownership of results, generated and owned by the sub-contractor to the contracting Side, including appropriate contractual provisions accordingly.

## **SECTION 9 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 9.1 This Collaborative Research Arrangement will be governed by the law of the European Union and of the European Atomic Energy Community, complemented, where necessary, by the substantive law of Italy.
- 9.2 Sides will seek to settle any dispute, controversy or claim arising out of or in connection with this Collaborative Research Arrangement through amicable negotiations. Such effort will be deemed to have failed when one of the Sides so notifies the other in writing.
- 9.3 If the Sides fail to settle their differences through amicable negotiations, each Side may initiate proceedings before the Court of Justice of the European Union in Luxembourg.
- 9.4 If the Sides fail to settle their differences in matters related to Section 6 of this Collaborative Research Arrangement through amicable negotiations, each Side may request to submit the dispute to mediation in accordance with WIPO Mediation Rules. The place of mediation will be Brussels unless otherwise agreed upon. The language to be used in the mediation will be the English language.
- 9.5 If, and to the extent that, any such dispute has not been settled pursuant to the mediation referred to in Paragraph 9.4 within 60 days of the commencement of the mediation, it will, upon the filing of a Request for Arbitration by either Side, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration will be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings will be English unless otherwise agreed upon.

## **SECTION 10 – COMING INTO EFFECT AND DURATION**

- 10.1 This Collaborative Research Arrangement will come into effect on the date of its signature by the last Side and is concluded for a period of 5 years from said date. This



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Collaborative Research Arrangement may be extended or amended only by written arrangement signed by the duly authorised representatives of both Sides.

- 10.2** Either Side may terminate this Collaborative Research Arrangement at any time upon three months prior written notice to the other Side giving justified reasons for doing so. This will inter alia be the case where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure or work programme.
- 10.3** The Sides will evaluate the implementation of this Collaborative Research Arrangement after it has been in force for 30 months.

**SECTION 11 – MISCELLANEOUS AND ANNEXES**

- 11.1** Neither Side can claim any damages or breach of this Collaborative Research Arrangement in cases where the other Side acts according to its obligations resulting from the applicable law.
- 11.2** Any personal data included in or relating to this Collaborative Research Arrangement, including its execution will be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It will be processed solely for the purposes of the performance, management and monitoring of this Collaborative Research Arrangement by the Director of the Institute for Transuranium Elements without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The data subject will have the right of access to her/his personal data and the right to rectify any such data. Should the data subject have any queries concerning the processing of her/his personal data, the data subject may address them to Director of the Institute for Transuranium Elements. The data subject should have right of recourse at any time to the European Data Protection Supervisor.
- 11.3** This Collaborative Research Arrangement is not intended to create obligations binding under international law.

Attachment A: Model Arrangement regarding the invitation of personnel to the JRC (and its annexes)

Attachment B: Model Arrangement regarding the invitation of personnel to (add) (and its annexes)

Signed in two originals in the English language.

For the **Joint Research Centre of the European Commission**

Signed in Karlsruhe on \_\_\_\_\_

Signature: \_\_\_\_\_

Maria BETTI  
Director of the Institute for Transuranium Elements  
Joint Research Centre

For the **European Platform on Preparedness for Nuclear and Radiological Emergency Response and Recovery - NERIS**

Signed in Fontenay-aux-Roses on October 5, 2015

Signature: \_\_\_\_\_

  
Thierry SCHNEIDER  
President of the NERIS Platform

 **NERIS**

c/o CEPN  
28 rue de la Redoute  
92260 Fontenay aux Roses  
France  
Tel : 33 (0)1 55 52 19 20

**Attachment A:**

**ARRANGEMENT REGARDING THE INVITATION OF PERSONNEL  
No. [to be added]**

*(in case of the other Side's personnel being seconded to the EC)*

FROM

**[to be added]**

TO

**THE JOINT RESEARCH CENTRE OF THE EUROPEAN COMMISSION**

IN THE FRAMEWORK OF THE COLLABORATIVE RESEARCH ARRANGEMENT  
No. [to be added]

1. The Sides have decided that Ms/Mr. [to be added], staff member/research fellow at the [sending Side to be added], born in [place to be added] on the [date to be added], (hereinafter referred to as the '**the Visitor**'), will be invited to the [host Side to be added] to perform tasks in the framework of the Collaborative Research Arrangement No. [to be added] (hereinafter referred to as the '**the Collaborative Research Arrangement**'). The visitor will be assigned to the [to be added] Unit of the [to be added] Institute of the JRC, located at Geel, Belgium / Ispra, Italy / Karlsruhe, Germany / Petten, Holland / Sevilla, Spain.
2. During her/his stay, the Visitor will perform the work described in the work program attached to the present Arrangement (Annex 1).
3. The present invitation will start on [to be added] and will end on [to be added] (*maximum one year from start date*).
4. During her/his stay, the Visitor will comply with the rules and regulations (including those relating to safety) in force at the hosting organization and will follow the technical instructions given by the designated representative of that organization. *[In case of invitation by the Commission: The Visitor will, in addition, comply with the rules attached to the present Arrangement (Annex 2) and sign the declarations attached to the present Arrangement (Annex 3 and Annex 4)].*

5. The information transmitted to or acquired by the Visitor within her/his invitation and within the framework of the Collaborative Research Arrangement, will be available to the [sending Side to be added], in accordance with Paragraphs 6 and 7 of the Collaborative Research Arrangement.
6. The information transmitted to or acquired by the Visitor within her/his invitation not related with the subject of the invitation will be considered as confidential and will not be disclosed without the prior written arrangement of the hosting organization.
7. Without prejudice to Paragraphs 1 to 6 above, the Visitor will continue her/his employment relation with her/his employer for the duration of her/his invitation.
8. Any personal data included in or relating to the present Arrangement, including its execution, will be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Union institutions and bodies and on the free movement of such data. It will be processed solely for the purposes of the performance, management and follow-up of the present Arrangement by [entity acting as data controller to be added] without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The Visitor will have the right of access to her/his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Visitor have any queries concerning the processing of her/his personal data, the Visitor will address them to [entity acting as data controller to be added]. The Visitor will have right of recourse at any time to the European Data Protection Supervisor.
9. The following annexes will form an integral part of the present Arrangement:

Annex 1: Work Programme;

Annex 2: Rules of the Joint Research Centre on the acceptance of persons invited to the JRC in the framework of scientific and technological collaborative research arrangements [only in case of invitation by the Commission];

Annex 3: Confidentiality clause [only in case of invitation by the Commission];

Annex 4: Declaration to discharge civil, criminal and fiscal liability [only in case of invitation by the Commission].

Annex 5: List of documents to be provided [only in case of invitation by the Commission].

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Signed in three originals in the English language.

For the **Joint Research Centre of the European Commission**

Done in Geel/Ispra/Karlsruhe/Petten/Sevilla on \_\_\_\_\_

Signature: \_\_\_\_\_

[name to be added]  
Director of the Institute for [to be added]  
Joint Research Centre

For the **[name of the counterparty to be added]**

Done in \_\_\_\_\_ on \_\_\_\_\_

Signature: \_\_\_\_\_

[name to be added]  
[official function of the signing person to be added]

**[name of the Visitor to be added]**

Done in \_\_\_\_\_ on \_\_\_\_\_

Signature: \_\_\_\_\_

**ANNEX 1**

**WORK PROGRAMME**

*(For persons invited at the JRC, to be specified by the competent Director)*

**ANNEX 2**

*(in case of invitation by the Commission)*

**Rules of the Joint Research Centre on the acceptance of persons invited to the JRC  
in the framework of scientific and technological Collaborative Research  
Arrangements.**

The purpose of these Guidelines is to lay down rules for persons invited to sites of the Joint Research Centre from outside the Institution in the framework of collaborative research arrangements

1. Definition

A "person invited" is understood to mean:

- Either a staff member of an organisation with which the JRC has concluded a scientific or technological collaborative research arrangement without exchange of funds. Personnel from subcontractors is excluded.
- Or the recipient of a study or research grant from any organisation with which the JRC has concluded a scientific or technological collaborative research arrangement without exchange of funds.
- Or a staff member of a partner of the JRC in an indirect action project undertaken as part of the European Union or Euratom Framework Programmes, as far as the Consortium Arrangement between the JRC and the partner does not foresee assignment of personnel.

to whom a JRC Directorate grants access, for a specific period of time, in the context of the person's activities agreed under the collaborative research arrangement, to certain JRC facilities and, where appropriate, authorises the persons concerned to use certain equipment.

Staff of service providers to the JRC are not covered by this definition.

2. Arrangements

The competent Director is responsible for inviting the person concerned and must specify the work programme of the person invited, the exact period covered by the invitation, the facilities to which the person may have access, any equipment which may be used by the person and the name of the JRC's staff responsible for the invited person.

The duration of an invitation cannot normally exceed 12 months. The competent Director may renew the invitation only for (one) subsequent period of 12 months. Any further extension may only be granted by the Director-General of the JRC.

An invitation to the JRC does not create in any way an employment relationship between the Commission and the person invited. Persons invited do not have any rights other than those laid down in the documents governing their visit to the site i.e. the collaborative research arrangement, the invitation arrangement signed between the Commission, the person invited and the research institute, the present rules, the confidentiality clause and the declaration on discharge of civil, criminal and fiscal liability, all attached to the invitation arrangement.

Persons invited must provide proof, before the beginning of their stay at the JRC site, that they are covered by sickness and accident insurance for the entire duration of their invitation.

Permit to stay

The invited person has to take care of obtaining a "permit to stay" if required by national laws. Local JRC Administration may help in completing the file and to establish contacts with national authorities to obtain the permit.

The invitation may be terminated, without prior notice and without the need to specify grounds, by decision of the Director responsible.

3. Entry pass

Following the signature of the invitation arrangement, an entry pass valid for the period authorised will be issued to the person invited. The pass will indicate the facilities, which are covered by the invitation. It must be visibly worn at all times by the person invited. The security services concerned must draw up the list of information required for such passes to be issued. Before issuing an entry pass, Security Services will verify if a request to obtain a permit to stay has been submitted to national authorities, where legally requested.

On-site access is normally allowed only during working hours of the JRC site in question but can be granted outside such hours, at the discretion of the Director of the Institute/Directorate involved, if accompanied by qualified JRC staff.

4. Confidentiality

Before an entry pass is issued, the persons invited must sign the invitation arrangement of which a confidentiality clause forms integral part. Annex 3 to this invitation arrangement contains a specimen of the document to be signed by the persons invited.

5. Acceptance

Before the beginning of the period covered by the visit, persons invited must sign the invitation arrangement to which copy of the rules are attached as annex 2, as well as annexes 3 and 4, to indicate that they accept the provisions therein.



**ANNEX 3**

*(in case of invitation by the Commission)*

**CONFIDENTIALITY CLAUSE**

I bind myself to exercise the greatest discretion with regard to all facts and information coming to my knowledge in the course of or in connection with the performance of my duties as an invited person.

I will not in any manner whatsoever disclose to any unauthorised person any document, knowledge or information that comes to my attention in the course of or in connection with the performance of my duties as an invited person, not already made public.

I pledge that I will not, whether alone or together with others, publish or cause to be published without explicit written consent of the Commission any matter dealing with the work of the **European Union or the European Atomic Energy Community**, which consent may not be unreasonably withheld.

The commitments entered into in this declaration will be maintained for a period of 5 (five) years following the expiry or termination of the Collaborative Research Arrangement No. [to be added].

Done in..... on .....

Name and Surname in block letters:

.....

Signature:.....

**ANNEX 4**

*(in case of invitation by the Commission)*

**DECLARATION TO DISCHARGE CIVIL, CRIMINAL  
AND FISCAL LIABILITY**

I declare to hold the European Union and the European Atomic Energy Community harmless from any claims made against the European Union or the European Atomic Energy Community by third parties based on any civil, criminal or fiscal liability and caused by the execution of the tasks assigned to me, undertaken in accordance with the present invitation arrangement.

Done in..... on .....

Name and Surname in block letters:

.....

Signature:.....

**ANNEX 5**

*(in case of invitation by the Commission)*

**LIST OF DOCUMENTS TO BE PROVIDED BY THE INVITED PERSON**

1. Application form for a stay at the JRC (the initial stay cannot be longer than 12 months, with the possibility of one prolongation for a period of 12 months. Exception can be decided by the Director-General of the JRC).
2. Copy of passport and visa when necessary.
3. Detailed CV.
4. Recent original criminal record or equivalent document in case criminal record does not exist under the legislation of the invited person's State, issued no more than 3 months before the starting date and, in addition, a certified translation into English, French, German or the language of the country in which the JRC site (where the person invited will be staying) is located if the police record is issued in a different language from the ones mentioned above.
5. Medical certificate of good health (including the particular requirements for any nuclear, laboratory or other specialised circumstances that may be necessary).
6. Certificate of employment.
7. Collaborative Research Arrangement between the JRC and the employer (university, government, research organisation).
8. Persons invited must provide proof, before the beginning of their stay at the JRC site, that they are covered by sickness and accident insurance (including any special coverage that may be required for special laboratories/facilities) for the entire duration of their invitation.
9. Evidence of a third party liability insurance (this can be requested from any insurance company and the coverage can be minimal if no particular work in laboratories or particular scientific facilities is involved in the job description of the person concerned i.e., mainly office work).