

Agreement

K 1381/HR

Between

**The European Organization for Nuclear Research
(CERN)**

And

**The Ecole Polytechnique Fédérale de Lausanne
(EPFL)**

2007

The European Organization for Nuclear Research ("CERN"), an Intergovernmental Organization having its seat at Geneva, Switzerland, represented by Jos Engelen, Chief Scientific Officer,

on the one hand,

and

The Ecole Polytechnique Fédérale de Lausanne ("EPFL"), at 1015 Lausanne, Switzerland, represented by Patrick Aebischer, President, and Thomas Rizzo, Dean of the EPFL School of Basic Sciences,

on the other hand,

Hereafter referred to individually as "Party" and jointly as "Parties";

CONSIDERING:

CERN's mission is to facilitate international cooperation in the field of high-energy physics and provide the necessary infrastructure for this purpose and includes the dissemination of scientific knowledge among scientists and engineers;

EPFL is a center of excellence regarding scientific and technical education in Switzerland;

The Parties wish to further foster their relationship in areas of mutual interest;

HAVE AGREED AS FOLLOWS:

Article 1

Scope

This Agreement sets out the conditions under which the Parties will offer subsequent appointments of three (3) years each to selected candidates, subject to the availability of suitable vacancies at each Party.

Article 2

Selection of Candidates

- 2.1 The Parties shall define the profile of the candidate(s) to be selected under this Agreement taking into account areas of common interest and available vacancies. They shall furthermore agree on the sequence of the offers of appointment to be made to the selected candidates.
- 2.2 Following such agreement, CERN shall issue a corresponding vacancy notice making reference to this Agreement and indicating, in particular, that there shall be two (2) subsequent, separate appointments at each Party.
- 2.3 The Parties shall make together a pre-selection amongst the applications received.
- 2.4 CERN shall select the candidate from among the pre-selected candidates subject always to its statutory recruitment procedure.

Article 3

Conditions of Appointment

- 3.1 The selected candidate shall receive an offer for a three-year appointment at the Party agreed, under Article 2.1, to be the first appointing Party as well as an offer for a subsequent appointment of equal length at the other Party. In the event of premature termination of the appointment at the first appointing Party for whatever reason the offer of appointment of the other Party shall become null and void.

- 3.2 Each Party shall offer employment conditions in accordance with its rules and regulations applicable at the date of its appointment of the selected candidate.

Article 4 Liability – Costs

- 4.1 The Party having appointed the selected candidate shall be its sole employer for the duration of the appointment and shall hold the other Party free and harmless from any liability arising in relation to such appointment.
- 4.2 No Party shall be liable to the other with regard to premature termination of an appointment.
- 4.3 Each Party shall bear its own cost associated with the execution of this Agreement.

Article 5 Intellectual Property

- 5.1 Intellectual Property (IP) shall mean all intellectual creations including know-how and drawing, models, inventions software, reports procedures and protocols.
- 5.2 Information disclosed by a Party to the other Party under this Agreement shall not create any right in respect of that information for the Party receiving the information other than a license to use it for the purpose for which it was disclosed.
- 5.3 IP created by a selected candidate during his/her period of appointment at a given Party shall be vested in that Party in accordance with its applicable rules and regulations, who herewith grants the other Party a non-exclusive royalty free license to use such IP for its own internal research purposes in the framework of this Agreement.

Article 6 Confidentiality

- 6.1 The term "Confidential Information" shall mean any information disclosed by one Party to the other in relation to this Agreement which has been identified as confidential or which can be reasonably understood to be confidential.
- 6.2 Confidential Information shall be held in confidence and shall not be disclosed by the receiving Party to any third party without the prior written approval of the disclosing Party.
- 6.3 Notwithstanding the foregoing, a Party is entitled to disclose Confidential Information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently from any Confidential Information received under this Agreement, or which has become public knowledge other than as a result of a breach on its part of the confidentiality obligation defined above.

Article 7 Contact Persons

- 7.1 All documents concerning this Agreement shall bear the reference number:
K 1381/HR
- 7.2 CERN shall nominate one (1) contact person to whom all information and requests in relation to the implementation of the Agreement shall be addressed.
- This contact person shall be:
- CERN-HR Department Head,
CH-1211 Geneva 23
- 7.3 EPFL shall nominate one (1) contact person to whom all information in relation to the implementation of the Agreement shall be addressed.

This contact person shall be:

Mikhail Shaposhnikov
EPFL - Physics Department
CH-1015 Lausanne

Article 8 Amendments

- 8.1 The Parties may define further areas of collaboration to be implemented by means of addenda to this Agreement.
- 8.2 Any addenda or amendments to this Agreement shall be made in writing and signed by the authorized representatives of the Parties.

Article 9 Governing Law

The provisions of this Agreement shall be interpreted in accordance with their true meaning and effect and independently of any national, local or other law. Where a matter is not specifically covered by this Agreement or where a provision is ambiguous or unclear, reference shall be made to Swiss substantive law.

Article 10 Settlement of Disputes

Any dispute arising from the execution and interpretation of this Agreement shall be resolved by amicable settlement between the Parties. Failing such amicable settlement, the dispute shall be settled by arbitration in Geneva in accordance with the procedure applied by CERN by virtue of its status as an Intergovernmental Organization.

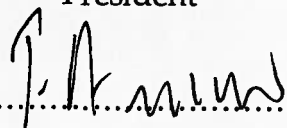
Article 11 Duration

- 11.1 This Agreement shall enter into force on the date of its signature by the Parties. It may be terminated by either Party subject to six (6) months' notice.
- 11.2 Notwithstanding termination of this Agreement, its provisions shall continue to bind the Parties in so far and for as long as may be necessary to give effect to the respective obligations they have incurred prior to termination. In particular, termination shall be without prejudice to the obligations of the Parties with regard to candidates who have been selected prior to the date of termination.

Signed in Geneva on 25 May 2007


For the Ecole Polytechnique
Fédérale de Lausanne
(EPFL)

Patrick Aebischer
President


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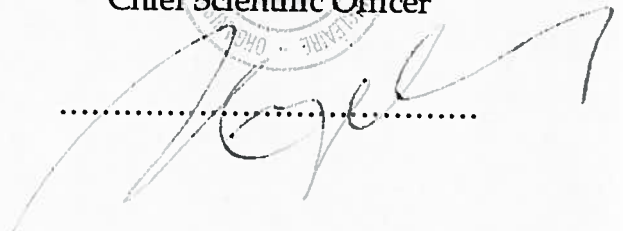
For the Ecole Polytechnique
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