

ADDENDUM No. 3

to

THE MEMORANDUM OF UNDERSTANDING FOR A MULTILATERAL COLLABORATION BETWEEN THE INSTITUTIONS AND FUNDING AGENCIES OF THE CTF3 COLLABORATION

BETWEEN: The European Organization for Nuclear Research (“CERN”), an Intergovernmental Organization having its seat at Geneva, Switzerland, as the Host Laboratory of the CTF3 Collaboration,

AND: Ankara University (the “University”), established at De Gaulle Caddesi 06560 Beşevler, Ankara, Turkey

Hereinafter each individually referred to as a “Party” and collectively as the “Parties”.

CONSIDERING THAT:

The Memorandum of Understanding (“the MoU”) defining the framework applicable to the construction of a 3rd generation Compact Linear Collider Test Facility (CTF3) and the performance of Experiments to demonstrate the feasibility of key issues of the CLIC scheme;

That Article 1.2 of the MoU envisages Addenda defining each contribution pledged to the CTF3 Collaboration;

That the University in its capacity as Member of the CTF3 Collaboration has agreed to contribute to the CTF3 Collaboration, which shall be covered by the provisions of this Addendum (the “Addendum”),

THE PARTIES AGREE AS FOLLOWS:

Article 1 Scope

1.1 The Parties shall collaborate on one or more of the following activities (the “Project”), all of which fall within the scope of the CTF3 Collaboration:

- Studies of the CLIC design and parameters in view of optimizing the 380 GeV performance;
- Beam dynamics studies for injector and linac systems for compact accelerator systems using X-band technology; and
- Measurements in CLEAR related to the topics above.

- 1.2 Except as agreed in this Addendum, each Party shall bear the cost of its participation in the Project.
- 1.3 This Addendum shall be subject to the provisions and form an integral part of the MoU, it being understood that in case of divergence, the provisions of this Addendum shall prevail.

Article 2

The Parties' Contributions

Subject to the principles set out in Articles 2.1 and 2.2, the Parties shall agree in writing on the details of their contributions to the Project, including an estimate of the required resources and duration of the activities.

2.1 Ankara University's contribution

The University shall contribute to the Project by executing one or more of the activities set out in Article 1 through a qualified expert ("the University Expert"). The initial phase of the project is expected to be executed by a senior staff member from the University starting 1.4.2022, who will remain the main contact throughout the contract period of three years.

The University Expert shall collaborate with the relevant CERN ATS Department Staff in the execution of the agreed activities.

As part of its deliverables in respect of its activities, the University shall, through the University Expert involved in the activities concerned, produce reports covering progress in the related activities, as well as potential presentations for international conferences and scientific publications.

2.2 CERN's contribution

CERN shall contribute to the Project by making available office facilities, workshops, equipment, tooling, materials and services on the CERN site, as required for the execution of the activities. They shall remain the property of CERN and shall be made available without any warranty or liability for any loss or damage resulting from their use. The University shall take proper care of the facilities.

Article 3

Status of Personnel

In accordance with Article 6 of the MoU, it is agreed that for a period of between one (1) to thirty six (36) months at CERN, the University Expert may be appointed as a Project Associate or Cooperation Associate pursuant to CERN's Staff Rules and Regulations for Associated Members of the Personnel. For the entire duration of the University Expert's association with CERN:

- (i) the University Expert shall be employed by the University;

- (ii) The University shall be responsible for their social insurance, which shall include cover for occupational illness and accidents;
- (iii) the University Expert shall maintain medical insurance cover adequate in Switzerland and France for themselves and accompanying family members;
- (iv) such medical insurance shall also cover for any duty travel required as part of the Project; and
- (v) the University Expert shall have adequate financial resources to support themselves and accompanying family members.

The University shall hold CERN free and harmless from liability in connection with the subject matter of this Article 3.

If so required for the Project, CERN may renew a University Expert's appointment as an Associated Member of the Personnel, provided that the total duration of the appointment does not exceed thirty-six (36) months and that the proposed renewal complies with CERN's Staff Rules and Regulations.

Article 4 Conduct and Safety

In their capacity as Associated Members of Personnel, the University Experts shall be subject to the authority of the Director General of CERN and shall comply with CERN's Staff Rules and Regulations.

Items brought on the site by the University must comply with the safety rules and regulations in force at CERN.

Article 5 Governing law and dispute resolution

- 5.1 The terms of this Addendum shall be interpreted in accordance with their true meaning and effect and as a consequence of CERN's status as an Intergovernmental Organization, independently of national and local law. If this Addendum is silent on a matter, or any of its terms are ambiguous or unclear, then in those circumstances only and not in respect of this Addendum as a whole, reference shall be made to Swiss substantive law.
- 5.2 The Parties shall settle any difference concerning this Addendum amicably. Where this is not possible, the Parties shall resort to arbitration in accordance with a procedure to be specified by the Parties. Notwithstanding reference of the dispute to arbitration, the Parties shall continue to perform their obligations under this Addendum.

Article 6 Amendments

This Addendum may be amended by written agreement by the Parties.

Thus drawn up in two copies in the English language and signed by the authorized representatives of the Parties.

The European Organization
for Nuclear Research (CERN)



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On: 10 March 2022

On: FEBRUARY 22nd 2022