

Tbilisi State University  
High Energy Physics Institute (HEPITU)  
attn. Prof. N. Nioradze  
Head of Dep. of Relativistic Nuclear Physics  
9 University Street  
GE-380086 Tbilisi  
Georgia

Carl

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17.0. SEP. 1998

### Cooperation Agreement on "Joint Research in the Field of Hadron Physics at COSY"

Dear Professor Nioradze,

We refer to the discussions between HEPITU and Professor Ströher of our Institute of Nuclear Physics. Enclosed are two signed copies of the proposed Cooperation Agreement on "Joint Research in the Field of Hadron Physics at COSY and in particular at the experiment ANKE".

Please sign and return one original to:

Forschungszentrum Jülich GmbH  
attn. Mr. G. Carl  
D-52425 Jülich  
Germany

If you have any questions regarding the Cooperation Agreement please contact Mr. G. Carl at the above address or at  
phone: ++49-2461-614642  
fax: ++49-2461-616855

Sincerely,

FORSCHUNGSZENTRUM JÜLICH GmbH

i.V. G. Carl  
- Carl - 10/9

Rui 10/9

11. SEP. 1998

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D/ WTP m.d.B. um Mitunterzeichnung des Anschreibens und der beiden  
Vertragsexemplare  
IKP, Herrn Professor Ströher zur Information  
FA zur Information  
z.V. - WV 1 Monat  
TK

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## Cooperation Agreement

between

High Energy Physics Institute of Tbilisi State University

Tbilisi, Georgia

hereinafter referred to as "HEPITU" -

and

Forschungszentrum Jülich GmbH

52425 Jülich

Federal Republic of Germany

- hereinafter referred to as "Research Centre" or "FZJ" -

- hereinafter referred to as the "Parties"-

## **Preamble**

HEPITU and Research Centre considering the common objective of the scientific interest and that the scientific research can be optimized by means of joining forces as a result of international collaboration reached the following agreement which shall be implemented in accordance with the treaty concluded between the Federal Republic of Germany and the USSR on Scientific and Technological Cooperation of 22.07.1986, continuing in force with the Russian Federation and the New Independent States:

## **Article 1**

HEPITU and Research Centre agree on joint research in the field of hadron physics at COSY and in particular at the experiment ANKE.

Responsible for the scientific cooperation of the Parties are

for FZJ: - Prof. Dr. H. Ströher of the Institute of Nuclear Physics

for HEPITU: - Prof. Dr. M. Nioradze - Department of Relativistic Nuclear Physics

## **Article 2**

The Cooperation may be effected by the exchange of scientists and coworkers (personnel), materials and equipment necessary for carrying out joint research to be agreed upon by the Parties.

In particular HEPITU will construct Cherenkov counters for long-term use at ANKE in the detector system of this device.

It is agreed that the Cherenkov counters remain at Research Centre site as long as the experiment ANKE is being implemented.

Hardware provided by one Party for the use in the laboratories of the other Party must be compatible with the standards in these laboratories. To ensure this the respective Party will notify prior to the deposit of hardware the host Party about the technical specifications of the hardware and about any potential danger irrespective of whether during operation or due to the nature, of said hardware. The host Party is entitled to refuse the deposit of the hardware.

The Parties shall also invite, on a reciprocal basis, scientists to conferences, workshops and other meetings organized by the corresponding partner.

## **Article 3**

The exchange of personnel is made according to an annual quota of up to two man-year for periods up to 3 months, depending on the specific needs, to be agreed upon by the Parties.

**Article 4**

Personnel of the Parties during their visits to the other Party shall strictly comply with regulations concerning the working conditions, the safety system as well as any rule established by the host Party.

**Article 5**

The exchange of personnel for carrying out joint experiments and participating in conferences, workshops and other meetings will be implemented without foreign currency. The travel expenses are borne by the sending Party, while living expenses are borne by the receiving Party.

**Article 6**

The Parties will exchange their information inasmuch as such exchange is required for the execution of the Agreement and inasmuch as they can legally dispose of such information.

**Article 7**

- 7.1 Either Party shall keep in confidence any information obtained from the other Party under Item 6. and shall only publish such information if the other Party has given its prior written consent.
- 7.2 The obligation to confidentiality does not exist or shall not be applicable inasmuch as such information
- a) can be taken from sources generally available;
  - b) was state of the art or knowledge of the receiving party prior to receipt;
  - c) is rightfully made available to the above party from a third source without any obligation of confidentiality.

Before either Party uses any such information of the other Party without maintaining confidentiality, it will notify the other Party in writing thereof and demonstrate that one of the above cases is applicable. Item 5. of the Agreement shall not be affected by this provision.

**Article 8**

- 8.1 The publication of the results of joint research activities shall be made jointly. Inasmuch as the Parties do not jointly publish the work results, any publications by either Party

on the other Party's work results shall require the latter's prior written consent. Consent may only be refused for good cause; it shall be deemed given unless the Party has objected within one month from written inquiry. In all other respects, the Parties shall reach agreement concerning publications.

- 8.2 Publications should refer to the Parties' cooperation and, at either Party's request, should name said Party's staff members involved in deriving the work results.

## **Article 9**

The following shall apply to work results:

- 9.1 Either Party shall own the work results arising on its side.
- 9.2 Either Party shall make provisions for being entitled to dispose of its work results.
- 9.3 The Parties shall inform each other of their patent applications without delay.
- 9.4 The Parties shall jointly seek patent protection for joint inventions. The Parties shall come to an agreement concerning the costs, based on the principle that costs are borne by the Parties according to their shares in inventions.
- 9.5 Inasmuch as either Party is not interested in a protective right, it shall offer its rights to the other Party for transfer, inasmuch as it is legally and actually able to do so. The transfer of rights shall be provided for in a separate agreement. Such offer should be made early enough to enable the other party to take any action required for safeguarding such rights within given statutory periods, especially within the 12-month period to be observed for patent applications claiming priorities. The obligation to offer protective rights for transfer shall end 12 months after the Agreement has expired.

## **Article 10**

- 10.1 Either Party may freely dispose of the work results derived without the other Party's participation in compliance with the following rules:
- 10.2 The Parties shall grant each other a free, non-exclusive right to use their information for the execution of the Agreement, inasmuch as they are legally in a position to do so. Moreover, the Parties shall grant each other a free, irrevocable, non-exclusive right to use work results for research and development, including contract research. The Party

using such work results shall reimburse the employee inventor's compensation to the Party granting such right of use.

#### **Article 11**

For commercial purposes, the Parties shall grant each other an option for the acquisition of non-exclusive rights to use their information under licensing agreements to be separately concluded on reasonable terms and conditions, inasmuch as they are legally in a position to do so. This option may be exercised up to 12 months after the Agreement has expired.

In the case of justified interest, the Parties shall grant each other the right to grant sublicences unless this conflicts with either party's substantial economic interests.

#### **Article 12**

12.1 The Parties shall not be mutually liable for and shall hold each other harmless against any personnel, material and property damage incurred by the other party, its staff members or agents in executing the Agreement, unless such damage has been caused willfully or by gross negligence or unless such damage is covered by insurance protection.

12.2 The Parties will not assume any mutual warranty that information, work results, documents and items made available in executing the Agreement are correct, useful and complete and can be used without infringing third-party rights.

#### **Article 13**

The Partners agree to assist each other in the settlement of customs and tax formalities, in particular regarding to the importation and exportation of materials or equipment required for the cooperation as well as the belongings of the personnel assigned and each Partner shall undertake all relevant steps required by the authorities of its country in favour of the other Partner.

#### Article 14

The Parties agree to exchange their views in writing when differences of opinions occur about the fulfilment of their responsibilities in order to settle the matter in a friendly manner and to reach a solution in mutual understanding.

#### Article 15

15.1 This agreement shall be governed by the law of the Federal Republic of Germany.

15.2 No amendments to this agreement shall be binding on the Parties unless made in writing and signed on behalf of the Parties.

15.3 This agreement is drawn up in English and all documents, notices and meetings for its application and/or extension shall be in English.

#### Article 16

16.1 This agreement shall enter into force on the date of the last signature of the Parties and will be effective until September 30, 2001. The agreement may be prolonged upon mutual agreement.

16.2 The provisions of items 7, 8, 9, 10, 11, 12, 14 and 15 shall be effective beyond the termination of the agreement.

Done in two original copies in English language, both texts being equally authentic.

Tbilisi, .....

Jülich, September 10, 1998

Forschungszentrum Jülich GmbH

 i.v.c.-l.