FRAMEWORK COLLABORATION AGREEMENT
REFERENCE KE5266/IR
(THE "AGREEMENT")

BETWEEN: INTERNATIONAL UNION OF PURE AND APPLIED PHYSICS ("IUPAP"), an association under Swiss law, established at Geneva, Switzerland,

AND: THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH ("CERN"), an Intergovernmental Organization having its seat at Geneva, Switzerland,

Hereinafter individually referred to as a "Party" and collectively as the "Parties".

CONSIDERING THAT:

CERN, an Intergovernmental Organization, is a leading global laboratory in particle physics, providing for collaboration of a pure scientific and fundamental character, with participation by scientific institutes from all over the world;

IUPAP is the only scientific union devoted to physics, comprising entities representing physicists in 60 countries or regions around the world, with the mission of assisting in the worldwide development of physics, to foster international cooperation in physics, and to help in the application of physics towards solving problems of humanity;

Taking into account the longstanding relationship between the Parties, and without prejudice to each Party's particular mandate and legal status, CERN intends to join IUPAP as a Corporate Associate Member as defined in IUPAP's Article of Association;

IUPAP has requested that CERN make available limited ad hoc support and CERN has accepted this request;

AGREE AS FOLLOWS:

Article 1
Purpose

This Agreement establishes the framework for collaboration between the Parties.

Each Party's contribution to a specific project ("Project"), including, where applicable, the required resources, the duration of the activities and their management shall be set out in an Addendum to this Agreement. Such Project shall be subject to the provisions of this Agreement, varied, where applicable, through the provisions of the relevant Addendum.

Article 2
CERN's contribution

Always subject to the availability of resources and the compatibility with its mission, CERN shall contribute to the collaboration on an as-is and best efforts basis, in particular by providing the following support:

- Allocating a fraction of time of one of its staff members for the role of Secretary-General for a period of a maximum of three (3) years from the date of this Agreement;

- Providing support, on an ad hoc basis, for projects of common interest, such as, upon adoption by the General Assembly of the United Nations, the International Year of Basic Sciences for Sustainable Development 2022 (by way of financial contribution of CHF30,000), the IUPAP General Assembly anticipated to be held in Geneva 2023 (by way of financial contribution of CHF20,000), and outreach activities in connection with such projects;
- Providing space for events or meetings at CERN, to be agreed on a case-by-case basis.

Article 3
Communication and Outreach

3.1 The Parties shall agree on how they will promote their collaboration, including Projects and events on which they cooperate, including use of each other's names, logos and, where applicable, acronyms.

3.2 The use of the name of the Parties or any of their logos or trademarks in advertising, publicity or otherwise shall be subject to their prior written approval.

Article 4
Contact Persons and Coordination Meeting

4.1 The Parties nominate the following contact persons, who together shall coordinate the execution of this Agreement, and who shall be responsible to grant written approvals for their Party under this Agreement:

For IUPAP: Michel Spiro
email: mspiro@admin.in2p3.fr
phone: +33 6 74 09 54 25

For CERN: Charlotte Lindberg Warakaulle
email: charlotte.lindberg.warakaulle@cern.ch
phone: +41 22 76 79699

4.2 The Parties, represented by the contact persons, shall convene an annual coordination meeting to consult concerning the implementation of this Agreement and the development of their collaboration.

Article 5
Data Privacy

All personal data processed by the Parties under this Agreement shall be processed in accordance with their respective legal frameworks.

Article 6
Liability

6.1 Except as set out in Article 6.2 of this Agreement, each Party shall bear its own loss and damage in connection with this Agreement.

6.2 The responsible Party shall indemnify the other Party for its loss and damage resulting from gross negligence or willful misconduct by the responsible Party, save for consequential loss or damage.

Article 7
Entry into force, duration and termination

7.1 This Agreement shall enter into force on the date of signature by the last Party to sign. It shall remain in force for a period of three (3), unless terminated by one Party giving at least three (3) months prior written notification to the other Party, or terminated or extended by mutual agreement of the Parties, at their discretion.

7.2 Articles 5, 6, 7 and 8 of this Agreement shall survive its termination, howsoever caused.

Article 8
Governing law and dispute resolution

8.1 The terms of this Agreement 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 Agreement does not expressly stipulate, or any of its terms are ambiguous or unclear, then in those circumstances only and not in respect of this Agreement as a whole, reference shall be made to Swiss substantive law.

8.2 The Parties shall settle any difference concerning this Agreement amicably. Where this is not possible, the Parties shall resort to arbitration in accordance with a procedure to be specified by the Parties, taking into account CERN's status as an Intergovernmental Organization.

Article 9
Amendments

Any amendment to this Agreement shall be made in writing and signed by the authorized representatives of the Parties.

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

International Union of Pure and Applied Physics (IUPAP)	The European Organization for Nuclear Research (CERN)
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Michel Spiro President	Charlotte Lindberg Warakaulle Director for International Relations
Signed on: 22/11/.....2021	Signed on: 05/11/.....2021