

PROTOCOL

to

**THE CO-OPERATION AGREEMENT
DATED 1997**

between

THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN

and

**THE EUROPEAN ORGANIZATION FOR NUCLEAR
RESEARCH (CERN)**

concerning

**Participation of Institutions of Azerbaijan in High-Energy Particle
Physics Experiments at CERN**

2007

THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN, represented by the President of the National Academy of Sciences of Azerbaijan, Prof. Mahmud Kerim oglu Kerimov,

on the one hand,

and

THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, hereafter referred to as "CERN", represented by its Director-General, Dr. Robert Aymar,

on the other hand,

CONSIDERING THAT

- On 1997, CERN and the Republic of Azerbaijan have signed a Co-operation Agreement concerning the further development of scientific and technical co-operation, hereafter referred to as "the 1997 Co-operation Agreement";
- The Republic of Azerbaijan is already funding Azerbaijani researchers to participate in the ATLAS experiment at CERN's Large Hadron Collider (LHC), and Azerbaijani researchers are well known at CERN for their work on Liquid-Argon calorimeter and physics studies;
- The continued exchange of scientific and technical personnel is a necessary element for the participation of the Republic of Azerbaijan in the physics programmes of CERN on a basis of reciprocity;
- The participation of Azerbaijani researchers in an international, cutting-edge science project hosted by a European Intergovernmental Organization, through the education of young researchers and through the transfer of technological know-how, will be of mutual benefit to both the Republic of Azerbaijan and the international science community,

IT IS AGREED AS FOLLOWS:

ARTICLE 1 Purpose of the Protocol

The purpose of this Protocol is to provide a long-term operational framework for the participation of students and scientific and technical personnel of universities and research institutions of Azerbaijan ("institutions of Azerbaijan") and of the National Academy of Sciences of Azerbaijan in high-energy particle physics experiments at CERN.

ARTICLE 2 Collaboration

- 2.1 The Parties shall co-operate, through the National Academy of Sciences of Azerbaijan, in the research, development and construction activities specified in this Protocol.
- 2.2 The National Academy of Sciences of Azerbaijan shall set up dedicated collaborations between itself, CERN and institutions of Azerbaijan, with a view to the participation of qualified Azerbaijani scientific and technical personnel in:
 - 2.2.1. Theoretical and experimental particle physics;
 - 2.2.2. Materials science and solid-state detectors with high radiation resistance;
 - 2.2.3. LHC Computing Grid (LCG) and associated information technologies;
 - 2.2.4. Other projects related to high-energy particle physics, such as astrophysics, atomic and sub-nuclear physics.
- 2.3 In accordance with the principles and norms of international law and the CERN Convention, the Parties shall make use of the results of their collaboration exclusively for peaceful purposes.
- 2.4 **Annex 1** lists the institutions of Azerbaijan, together with their declared interests in participating in the respective research areas, as far as such information was available at the time of the signature of this Protocol.
- 2.5 Any such collaboration shall only cease through the termination of the respective project, or of this Protocol, or by written agreement.

- 2.6 CERN may accept the participation of undergraduate students from institutions of Azerbaijan in the CERN Summer Student programs, subject to financial terms and numerical quotas to be agreed on an annual basis between CERN and the National Academy of Sciences of Azerbaijan.
- 2.7 In exceptional cases, and subject to full financial support from the Republic of Azerbaijan, CERN could also accept candidates from institutions of Azerbaijan in its programs for Technical and Doctoral Students, and in its Teacher Programs for high-school teachers of physics.
- 2.8 The Republic of Azerbaijan shall make its contributions under this Protocol in so far as these have formally been agreed by CERN and the National Academy of Science of Azerbaijan, such as through Memoranda of Understanding for the construction, maintenance and operation of particle detectors or other formally agreed projects.

ARTICLE 3

Contributions by the Republic of Azerbaijan

- 3.1 The Republic of Azerbaijan, in accordance with its internal procedures, shall provide to the National Academy of Sciences of Azerbaijan, for the duration of validity of this Protocol, the funding required for the activities defined in paragraphs 2.2, 2.6. and 2.7 of this Protocol.
- 3.2 For this purpose, on the basis of the financial support allocated by the Government of the Republic of Azerbaijan, the National Academy of Sciences of Azerbaijan shall create an "Azerbaijan Fund". The National Academy of Sciences of Azerbaijan shall ensure that the contributions by the Republic of Azerbaijan are used in accordance with Article 5 of this Protocol, under the authority of the Government of the Republic of Azerbaijan.

ARTICLE 4

Co-ordination

The Republic of Azerbaijan shall execute this Protocol through the National Academy of Sciences of Azerbaijan, acting in close collaboration with CERN. To this end, the President of the National Academy of Sciences of Azerbaijan shall appoint the Co-ordinator of this Protocol.

ARTICLE 5

The Azerbaijan Fund

- 5.1 The Co-ordinator of this Protocol shall ensure that the Azerbaijan Fund is used in accordance with the terms of this Protocol, under the authority of the Government of the Republic of Azerbaijan and in close consultation with the National Academy of Sciences of Azerbaijan.
- 5.2 For funds placed by the Government of the Republic of Azerbaijan in a CERN Account, CERN shall ensure the administrative handling and provide the Co-ordinator of this Protocol with a monthly statement of income and expenditure of these funds.
- 5.3 The Azerbaijan Fund shall be used for the following purposes only:
 - 5.3.1 To cover the travel expenses and subsistence payments of Azerbaijani physicists, engineers and technicians to allow them to participate in the LHC Programme;
 - 5.3.2 Contributions to CERN experimental collaborations proportional to the Azerbaijani participation in CERN experiments;
 - 5.3.3 Expenditures for materials and equipment as required by students and scientific and technical personnel of institutions of Azerbaijan at CERN and which fall outside the normal technical support provided by CERN for visiting teams;
 - 5.3.4 Expenditures at CERN for materials and equipment to be used in Azerbaijan for research work by institutions of Azerbaijan in relation to their collaborations with CERN through the National Academy of Sciences of Azerbaijan.

ARTICLE 6

Personnel

- 6.1 The National Academy of Sciences of Azerbaijan shall ensure the selection of personnel with the necessary skills and competence to take part in the collaborations.
- 6.2 The institutions of Azerbaijan shall pay for the travel expenses and subsistence payments of their own personnel when coming to CERN, in case the contributions by the Republic of Azerbaijan or by other sources are insufficient for this purpose.
- 6.3 The Azerbaijani researchers, for the duration of their presence at CERN, shall be given the status of Users or Unpaid Associates in the sense of the CERN Staff Rules and Regulations. They shall be assigned to Research Teams of the experimental Collaborations at CERN and/or to the CERN Departments. They shall be registered in the CERN Users Office and/or in the relevant CERN Department.
- 6.4 The Azerbaijani researchers shall remain employees of their home institutions, which, as employers, shall bear exclusive responsibility for their remuneration and for the procurement of social security insurance, as well as health insurance and third party liability insurance at levels adequate for a stay in the CERN region.
- 6.5 Each Party shall take the necessary steps to ensure a level of protection for the personnel of the other Party, when being on its territory or, as the case may be, site, equivalent to that granted to the members of the personnel of an Intergovernmental Organization.

ARTICLE 7

Implementation

For the purpose of the implementation of this Protocol, the Government of the Republic of Azerbaijan shall be represented by the President of the National Academy of Sciences of Azerbaijan, and CERN shall be represented by its Director-General.

ARTICLE 8

Liability and Responsibility for Damages of all Kinds

The liability and responsibility for any potential damage of all kinds caused by one of the Parties shall be settled in accordance with Article 7 of the 1997 Co-operation Agreement on the basis of the law of the country where the damage has been caused.

ARTICLE 9

Safety

- 9.1 The personnel of each Party shall comply with the rules for conduct and safety in force at the host establishment.
- 9.2 Any item or equipment constructed and used by personnel from either Party shall conform to the rules for industrial safety in force at the host establishment where it will be installed and operated.

ARTICLE 10

Intellectual Property

Without prejudice to the mechanism laid down in any applicable Memorandum of Understanding, the intellectual property rights resulting from the execution of this Protocol shall be jointly vested in the Parties, who herewith agree to grant each other a free, irrevocable and perpetual license to use such rights for any scientific, non-military purpose, including the right to sub-license such rights to any other party for scientific, non-military purposes. Each Party shall hold the other Party free and harmless from, and indemnify it for, any loss or damage resulting from its use (including any sub-licensing) of such rights.

ARTICLE 11

Duration

Subject to the continued validity of the 1997 Co-operation Agreement, this Protocol shall remain in force for an initial period of five (5) years and shall thereafter be renewed automatically, each time for a new period of five (5) years, unless a written notice of termination is given by one of the Parties to

the other, or the Parties have agreed on its renewal by another period, at least six (6) months prior to the renewal date.

ARTICLE 12

Signature

In consideration of its involvement in the execution of this Protocol, and to witness its agreement to the scope of the work it shall thereby undertake, the Director of the Institute of Physics shall add his signature to those of the authorized representatives of the Parties.

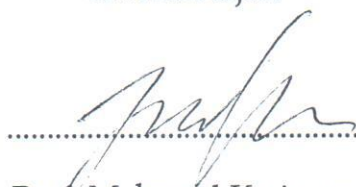
ARTICLE 13

1997 Co-operation Agreement

This Protocol shall form an integral part of the 1997 Co-operation Agreement, whose terms shall apply hereto insofar as this Protocol does not stipulate.

Done in Geneva on 22 May 2007 in three (3) copies in the English language and three (3) copies in the Azerbaijani language, it being understood that in case of divergence the English text shall prevail.

For the Government of the Republic
of Azerbaijan



Prof. Mahmud Kerimov
President of the National Academy
of Sciences of Azerbaijan

For the European Organization
for Nuclear Research (CERN)



Dr. Robert Aymar
Director-General



Prof. Arif Hashimov
Director of the Institute of Physics

ANNEX 1

Institutions of the Republic of Azerbaijan together with their declared interests in participating in the respective research areas as far as such information is already known at the time of the signature of this Protocol.

Institutions of the Republic of Azerbaijan

1.IP	Institute of Physics, Baku
2.IIT	Institute of Information Technology, Baku
3.IRP	Institute of Radiation Problems, Baku
4.IM	Institute of Mathematics, Baku
5.UB	University of Baku
6.UN	University of Nakhichevan

The Institute of Physics of the National Academy of Sciences of Azerbaijan co-ordinates the work of other institutions of Azerbaijan.

Declared interests

1. Theoretical and experimental particle physics:
2. Materials science and solid-state detectors:
3. LHC Computing Grid (LCG) & associated information technologies:
4. Other projects related to high-energy particle physics, such as astrophysics, atomic and sub-nuclear physics: