

TEMPLATE

(Note: words in italics are instructions to the user who needs to adapt the template to the situation at hand. Please remove all internal instructions before sending draft agreement to the counterparty)

UNPAID VISITING SCIENTIST AGREEMENT

[To be signed with the visiting scientist's employer or entity providing the research grant]

No.

The Joint Research Centre of the European Commission,
represented for the purpose of signing this agreement by **.....**, Director of the Directorate **.....**,
duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

and

[name of the sending party to be added], with the registered address at **[to be added]**,
(further identification of the sending party as necessary to be added),
represented for the purpose of signing this agreement by **[name of the signing person to be added]**,
[function of the signing person to be added], duly entitled to sign,

(hereinafter referred to as '**[to be added]**')]

Hereafter referred to individually as '**the Party**' and collectively as '**the Parties**'

WHEREAS:

(Description of Factual Background)

As the Commission's in-house science service, the Joint Research Centre's mission is to provide EU policies with independent, evidence-based scientific and technical support throughout the whole policy cycle. Working in close cooperation with policy Directorates-General, the JRC addresses key societal challenges while stimulating innovation through developing new methods, tools and standards, and sharing its know-how with the Member States, the scientific community and international partners. Key policy areas include: environment and climate change; energy and transport; agriculture and food security; health and consumer protection; information society and digital agenda; safety and security, including nuclear; all supported through a cross-cutting and multi-disciplinary approach.

Through its Directorate **...**, the JRC conducts research in the field of *(insert the field relevant for the envisaged activity)*.

[name of the sending party to be added] is a scientific public body / university / organisation / institute / private company conducting research. One of the missions of is to support cooperative research in the field of

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – OBJECTIVES OF THE AGREEMENT

- 1.1 [name of the visiting scientist to be added], employee/research fellow at the (sending Party to be added)], hereinafter referred to as 'the Visiting Scientist', will be invited to the JRC as an unpaid visiting scientist. The Visiting Scientist will be assigned to the [to be added] Unit of the Directorate ... of the JRC, located at [to be added], [country in which the JRC Directorate Unit is located to be added].
- 1.2 During her/his stay, the Visiting Scientist will perform the work described in the work programme attached to the present Agreement (Annex 1).
- 1.3 An invitation to the JRC does not create in any way an employment relationship between the JRC and the Visiting Scientist. There will be no transfer of money between the Parties in connection with this Agreement.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION

*[Option 1: If stay is envisaged for **more than 5 daily visits per month**:*

- 2.1 *The present agreement will start on [to be added] and will end on [to be added]. The duration of an invitation should not normally exceed 12 months. The competent Director may renew the invitation only for subsequent period of maximum 12 months only with the express written agreement of the Parties before such period elapses. Any further extension may only be granted by the Director-General of the JRC.*

*[Option 2: If stay is **limited to a maximum of 5 daily visits per month**:*

- 2.1 *The present agreement will start on [to be added] and will end on [to be added] (maximum 12 months from start date). During this period, the stays are limited to a maximum of 5 daily visits per month.*
- 2.2 *The duration of an invitation should not normally exceed 12 months. The competent Director may renew the invitation only for subsequent period of maximum 12 months only with the express written agreement of the Parties before such period elapses. Any further extension may only be granted by the Director-General of the JRC.*

ARTICLE 3 – PRACTICAL ARRANGEMENTS

- 3.1 During her/his stay, the Visiting Scientist shall comply with the rules and regulations (including those relating to safety) in force at the hosting organization and shall follow

the technical instructions given by the designated representative of that organization. the Visiting Scientist shall, comply with the rules attached to the present Agreement (Annex 2) and sign the declarations attached to the present Agreement (Annex 3 and Annex 4).

- 3.2 The host Party will assist, as much as possible, in meeting the professional needs of the Visiting Scientist, including providing access to institutional facilities and equipment which may be used by the visiting scientist within the context of the regulations in force at the host site.
- 3.3 The Visiting Scientist shall obtain a permit to stay if required by the national legislation of the country where the host JRC site is located.
- 3.4 The JRC services will issue daily entrance permits in case the stays are limited to a maximum 5 daily visits per month or an entry pass valid for the period indicated in this Agreement upon prior verification if the Visiting Scientist is in the possession of a permit to stay [or whether a request to obtain a permit to stay has been submitted to national authorities, where legally requested].(delete the last sentence as appropriate)

ARTICLE 4 – LIABILITY

- 4.1 Each Party shall bear its own loss, damage or injury of non-nuclear origin arising from the performance of this Agreement. If the loss, damage or injury is caused by the other Party or by its personnel, such Party will be liable for it.
- 4.2 Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by it or its personnel to third parties, arising out of the performance of the Agreement.
- 4.3 Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by it or their respective personnel in the course of the performance of this Agreement.
- 4.4 Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

ARTICLE 5 – PROTECTION OF THE RESULTS OF THE COOPERATION

- 5.1 Intellectual Property (IP), and all rights pertaining thereto, created in and for the performance of the present Agreement shall belong to the Party whose Personnel created it. The owning Party shall have the right to use, exploit, assign or dispose of such IP at its own will and discretion, unless otherwise provided for in the present Agreement.
- 5.2 Upon termination or expiry of the present Agreement, Parties shall send each other a declaration including the list of IP which they have created in and for the performance

of the present Agreement. Parties agree to grant each other rights of access and use for such IP on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only.

- 5.3** Parties shall put in place appropriate means to ensure their ownership of or rights in such IP to the extent necessary for the exercise of their duties and obligations under the present Agreement, subject to the maximum achievable extent under the applicable law.
- 5.4** In case the owning Party decides to waive or abandon its rights in such IP, or decides not to protect such IP, whether patentable or not, it undertakes to inform the other Party of its decision. The other Party may decide to pursue the protection of such IP by itself, in its own name and through its own means. For this end, Parties undertake to sign an assignment agreement particular to the IP concerned.
- 5.5** In case the IP created in and for the performance of the present Agreement cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the IP, or if it is evident that the IP created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as a jointly-owned IP.
- 5.6** Neither Party can dispose of, license, assign, or transfer such jointly-owned IP to third-parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement. Following the coming into existence of a jointly-owned IP, the Parties undertake to conclude a particular joint-ownership agreement to govern the terms and conditions pertaining to rights, duties and obligations of the Parties concerning the jointly-owned IP.
- 5.7** In case the collaboration performed under the present Agreement leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Parties, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.
- 5.8** Neither Party can publish, disseminate, make publicly available, or disclose to a third party any result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of the present provision shall be considered not only a breach of the present Article but also a breach of confidentiality.
- 5.9** Provisions of the present Article, and the rights, duties and obligations stipulated therein, shall remain valid and legally enforceable during the term of the present Agreement and either for a period of five years from the date of its termination or expiry or for as long as there exists a valid IP right which is subject to or governed under the present Agreement.
- 5.10** For the purpose of the implementation of this Agreement, each Party shall put in place a policy that assigns to the Party all rights in any intellectual property generated by the Party's personnel so that the Party can efficiently assert ownership as required under

the present Article 5. If this is not possible under the applicable law, the policy must ensure that the Party acquires other legal rights to the intellectual property as close as possible to ownership; in that case, other provisions of this Agreement shall be interpreted in a way to accommodate the changed legal title to the intellectual property. Upon a specific request of the other Party, the Party concerned shall provide written clarifications of its policy to assert the ownership or other legal title to the intellectual property generated under this Agreement.

ARTICLE 6 – CONFIDENTIALITY

- 6.1** The Parties undertake to keep confidential any information, documentation, data, reports referred to in Article 6, or any other material communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on activities under this Agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange through seminars and workshops.
- 6.2** Confidentiality of information exchanged verbally or in writing in connection with this Agreement shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

ARTICLE 7 – DATA PROTECTION

- 7.1** Any personal data included in or relating to the present Agreement, including its execution shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Union institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the present Agreement by [entity acting as data controller to be added] without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The Visiting Scientist shall have the right of access to her/his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Visiting Scientist have any queries concerning the processing of her/his personal data, the Visiting Scientist shall address them to [entity acting as data controller to be added]. The Visiting Scientist shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE 8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 8.1.** This Agreement shall be governed by the substantive law of [the Member State in which the JRC Institute is located to be added].

- 8.2. Parties shall seek to settle any dispute, controversy or claim arising out of or in connection with this Agreement through amicable negotiations. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing.
- 8.3. If the Parties fail to settle their differences through amicable negotiations, each Party may initiate proceedings before the courts of [the place where the JRC Institute is located].
- 8.4. If the Parties fail to settle their differences in matters related to Article 5 of this Agreement through amicable negotiations, each Party may request to submit the dispute to mediation in accordance with WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be the English language.
- 8.5. If, and to the extent that, any such dispute has not been settled pursuant to the mediation referred to in Article 8.4 within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

ARTICLE 9 – TERMINATION

- 9.1 Either Party may terminate this Agreement at any time without prior notice and without the need to specify the reasons for doing so.
- 9.2 This Agreement shall terminate automatically upon the date the cessation of Visiting Scientist's employment by <add name of the employer> or withdrawal of the research grant. The sending Party shall inform the JRC of this cessation or withdrawal forthwith.

ARTICLE 10 – MISCELLANEOUS AND ANNEXES

- 10.1 All provisions of this Agreement apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Agreement in cases where the other Party acts according to its obligations resulting from the applicable law.
- 10.2 The following annexes shall form an integral part of the present invitation agreement:
- Annex 1: Work Programme
 - Annex 2: Joint Research Centre rules on short-term stays by unpaid visiting scientists at JRC premises
 - Annex 3: Confidentiality clause
 - Annex 4: Declaration to discharge civil, criminal and fiscal liability
 - Annex 5: List of documents to be provided.

Done in three originals in the English language,

For the Joint Research Centre of the European Commission

Done in _____ on _____

Signature: _____

....
Director of the Directorate ...
Joint Research Centre

For the **[name of Visiting Scientist employer]**

Done in _____ on _____

Signature: _____

[name to be added]
[official function of the signing person to be added]

I hereby acknowledge the content of the present agreement and I bind myself to fulfil all obligations arising therefrom which are incumbent on me

[name of the Visiting Scientist to be added]

Done in _____ on _____

Signature: _____

ANNEX 1

WORK PROGRAMME

(To be specified by)

ANNEX 2

Joint Research Centre rules on short-term stays by unpaid visiting scientists at JRC premises

The purpose of these Guidelines is to lay down rules for unpaid visiting scientists at the sites of the Joint Research Centre from outside the Institution.

1. Arrangements

The Director of each Institute is responsible for permitting the unpaid stay of the visiting scientist concerned and must specify the work programme of the visiting scientist, the exact period covered by the invitation, the facilities to which the person may have access, any equipment which may be used by the person and the name of the JRC's staff responsible for the visiting scientist.

The total duration of an invitation should not normally exceed 12 months. The competent Director may renew the invitation only for subsequent period of maximum 12 months only with the express written agreement of the Parties before such period elapses. Any further extension may only be granted by the Director-General of the JRC.

An invitation to the JRC does not create in any way an employment relationship between the Commission and the visiting scientist. Visiting scientists do not have any rights other than those laid down in the documents governing their visit to the site i.e. the present rules, the confidentiality clause and the declaration on discharge of civil, criminal and fiscal liability, all attached to the invitation agreement.

Visiting scientists must provide proof, before the beginning of their stay at the JRC site, that they are covered by sickness and accident insurance for the entire duration of their invitation. Visiting scientists must also provide all documents listed in Annex 5.

Permit to stay

The visiting scientist has to take care of obtaining a "permit to stay" if required by national laws. Local JRC Administration may help in completing the file and to establish contacts with national authorities to obtain the permit.

The invitation may be terminated, without prior notice and without the need to specify grounds, by decision of the Director responsible.

2. Entry pass

*Option 1: If stay is envisaged for **more than 5 daily visits per month**:*

Following the signature of this agreement, an entry pass valid for the period authorised will be issued to the visiting scientist. The pass will indicate the facilities, which are covered by the invitation. It must be visibly worn at all times by the visiting scientist. The security services concerned must draw up the list of information required for such passes to be issued. Before issuing an entry pass, Security Services will verify if a request to obtain a permit to stay has been submitted to national authorities, where legally requested.

On-site access is normally allowed only during working hours of the JRC site in question but can be granted outside such hours, at the discretion of the Director of the Institute/Directorate involved, if accompanied by qualified JRC staff.

*Option 2: If stay is **limited to a maximum of 5 daily visits per month**:*

Following the signature of this agreement, daily entrance permits are to be requested by the Institutes in which the visiting scientist will be working. The daily entrance permit must be visibly worn at all times by the visiting scientist. The security services of the JRC site concerned will ensure that these daily permits are provided according to the normal local requirements. The security services concerned must draw up the list of information required for such passes to be issued. Before issuing an entry permit, Security Services will verify if a request to obtain a permit to stay has been submitted to national authorities, where legally requested.

On-site access is normally allowed only during working hours of the JRC site in question but can be granted outside such hours, at the discretion of the Director of the Institute/Directorate involved, if accompanied by qualified JRC staff.

3. Confidentiality

Before an entry permit is issued, the Visiting Scientist must sign the confidentiality clause in Annex 3.

ANNEX 3

CONFIDENTIALITY CLAUSE

I bind myself to exercise the greatest discretion with regard to all facts and information coming to my knowledge in the course of or in connection with the performance of my duties as an invited person.

I shall not in any manner whatsoever disclose to any unauthorised person any document, knowledge or information that comes to my attention in the course of or in connection with the performance of my duties as an invited person, not already made public.

I pledge that I will not, whether alone or together with others, publish or cause to be published without explicit written consent of the European Commission any matter dealing with the work of the **European Union or the European Atomic Energy Community**, which consent may not be unreasonably withheld.

The commitments entered into in this declaration shall be maintained for a period of 5 (five) years following the expiry or termination of the Agreement No. [to be added].

Done in..... on
.....

Name and Surname in block letters:

.....

Signature:.....

ANNEX 4

**DECLARATION TO DISCHARGE CIVIL, CRIMINAL
AND FISCAL LIABILITY**

I declare to hold the European Union and the European Atomic Energy Community harmless from any claims made against the European Union or the European Atomic Energy Community by third parties based on any civil, criminal or fiscal liability and caused by the execution of the tasks assigned to me, undertaken in accordance with the present invitation agreement.

Done in..... on
.....

Name and Surname in block letters:

.....

Signature:.....

ANNEX 5

LIST OF DOCUMENTS TO BE PROVIDED BY THE VISITING SCIENTIST *[if the visiting scientist is to stay on the site for more than 5 [daily] visits per month]*

1. Application form for a stay at the JRC (the initial stay cannot be longer than 12 months, with the possibility of one prolongation for a period of 12 months. Exception can be decided by the Director-General of the JRC).
2. Detailed CV.
3. Copy of passport, (visa when necessary) and permit to stay according to the laws of the Member State in which the JRC Institute is located.
4. Certificate of employment or other relevant document ascertaining that the visiting scientist received a research grant from the sending organization.
5. Evidence of coverage for sickness and accident insurance (including any special coverage that may be required for special laboratories/facilities) for the entire duration of the stay.

6. Medical certificate of good health (including the particular requirements for any nuclear, laboratory or other specialised circumstances that may be necessary). - Applies always for IPR site

7. Where short-term stays exceed three calendar months a valid and original criminal record extract from the national database of your latest country of residence is required. Should you be resident in that country for fewer than 6 months, a valid and original criminal record extract emanating from your previous country of residence is required.

The criminal record extract should be in one of the 24 official languages of the European Union. A translation into English, French, German or the language of the country in which the JRC site is located is recommended in order to speed up our recruitment procedures. If the criminal record extract is issued in a language other than the 24 official languages of the European Union, a legalised translation into English, French, German or the language of the country in which the JRC site is located is required. For your information, a list of European equivalent criminal record extracts can be found at: http://ec.europa.eu/dgs/jrc/downloads/jrc_criminal_records_eu28.pdf. - **applies only for cases when:**

- UVS is non-EU

- UVS is stay is foreseen longer than 3 months

8. The Commission reserves the right to request additional documents (e.g. criminal record extract, medical certificate, etc.) in order to ensure the compliance with all legal requirements and specific rules applicable to JRC sites.