

ISTITUTO NAZIONALE DI FISICA NUCLEARE
CONSIGLIO DIRETTIVO

DELIBERAZIONE N. 12143

Il Consiglio Direttivo dell'Istituto Nazionale di Fisica Nucleare, riunito a Roma in data 21 e 22 dicembre 2011, alla presenza di n. 34 suoi componenti su n. 34:

- premesso che la collaborazione tra INFN e gli istituti di fisica delle Università brasiliane di San Paolo e Fluminense è attiva da alcuni decenni e che le Parti ritengono sia ora necessario rafforzare tale cooperazione alla luce dei risultati di alcuni studi nel campo della fisica nucleare teorica e sperimentale;
- considerato che, tra le attività previste, la Collaborazione intende, attraverso la stipula di un MoU, realizzare esperimenti di alta precisione ai Laboratori Nazionali del Sud utilizzando lo spettrometro MAGNEX;
- tenuto conto dell'interesse manifestato dall'INFN ad avviare questa Collaborazione;
- visto lo schema di "Memorandum of Understanding between INFN, IFUFF and IFUSP", allegato alla presente deliberazione e di essa parte integrante;
- **considerato che l'approvazione di tale Accordo non comporta per l'Istituto oneri aggiuntivi;**
- vista la lettera del Direttore dei Laboratori Nazionali del Sud, Dr. Giacomo Cuttone, del 21 novembre u.s., prot. n. 3300;
- su proposta della Giunta Esecutiva;
- il giorno 21 dicembre 2011 con n. 34 voti favorevoli;

DELIBERA

E' approvato lo schema di "Memorandum of Understanding between INFN, IFUFF and IFUSP", allegato alla presente deliberazione e di essa parte integrante. Il Presidente è autorizzato a perfezionarlo e a sottoscriverlo.

Memorandum of Understanding

between

Istituto Nazionale di Fisica Nucleare (INFN)

Via Enrico Fermi, 40 – 00044 Frascati (Rome), Italy

and

Instituto de Física Universidade Federal Fluminense (IFUFF)

Av. Litoranea S/N, 24210-340 Gragoatã Niteroi, Rio de Janeiro, Brazil

and

Instituto de Física da Universidade de São Paulo (IFUSP)

Rua do Matão, travessa R. n. 187, CEP 05508-090 Cidade Universitaria
Sao Paulo/SP, Brazil

hereinafter referred to collectively as “**Parties**” and separately as “**Party**”.

PREAMBLE

The collaboration in nuclear physics between Brazilian and Italian Institutions has been very active for decades. In this context the program for which this MoU is being established constitutes a perfect example of the emergence of new collaboration.

A series of studies in experimental and theoretical nuclear physics has been successful stated in the last few years between physicists of INFN-LNS, IFUSP and IFUFF. With the present MoU such collaboration will be strengthened with a more general research program.

1. SCOPE OF APPLICATION

The purpose of this MoU is:

- a) to strengthen the existing collaboration between the LNS, IFUSP and IFUFF in order to perform high precision experiments at the LNS with the MAGNEX facility and at the Pelletron IFUSP with the Split-Pole spectrograph, gamma and neutron facilities;
- b) to perform theoretical interpretation based on advanced models in the field of heavy ions induced reactions. This will be done mainly at the IFUFF.

The physics case to be investigated by the collaboration is the study of nuclear reactions at near and above the Coulomb barrier up to 60 MeV/u. This includes elastic and inelastic scattering, multi-nucleon transfer, break-up, complete and incomplete fusion. The qualifying characteristics of the present application are the ability to produce high quality data and to analyze the data with the most advanced theoretical models. This will allow the collaboration to be in the frontline of the international research in a field where a strong worldwide competition exists.

2. SUBJECT MATTER OF THE MEMORANDUM OF UNDERSTANDING

The present MoU defines the organisation under which the collaboration between INFN-LNS, IFUSP, IFUFF operates. It also sets a number of conventions and responsibilities of each Party to follow. Further, it allows the Parties to foster collaborations outside the Parties in question.

Members of the Collaboration are listed in Annex 1.

The Collaboration is open to new researchers that want to join the initial members.

3. SITE CONDITIONS AND SAFETY PROCEDURES

All the research activities shall be carried out in compliance with the LNS guidelines attached to this document as Annex 2 (General Conditions applicable to Experiments performed at INFN National Laboratories).

Each Party shall require its researchers, employees, agents and guests participating in the experiments to comply with all Safety procedures as detailed by the hosting Laboratory and required by applicable law. All the operations performed on the experimental site and in the external facilities of LNS will be carried out in full compliance with the LNS safety rules.

Each member of the collaboration will be fully responsible of her/his actions in face of LNS regulations and of Italian law.

The Director of LNS will appoint a Group Leader In Matter Of Safety (GLIMOS) on the proposal of the Spokesperson. The rights and responsibilities of the GLIMOS are defined in the safety documents issued by LNS. The experimental group of IFUSP responsible for the radiation control will be responsible of the safety for the experiments at the Pelletron Laboratory.

The use of the MAGNEX spectrometer will be under the responsibility of the LNS – Research Division.

4. EXPERIMENTAL PROPOSALS

The Collaboration will propose experiments to the LNS Scientific Committee and to the PAC of the Pelletron at IFUSP following the standard procedure.

The Collaboration is also open to evaluate and support proposals of other experimental groups.

5. FINANCIAL ASPECTS

The present Agreement does not establish a supplementary budgetary obligation for any of the Parties. The resources for developing the project in terms of equipment, provision, travel expenses and whatsoever will be requested according to normal procedures.

6. SIGNATURE AND DURATION

The MoU comes into force upon signature by the head of each of the Parties and remains in force until December 31st 2015. Its duration can be prolonged upon written agreement of the Parties. It can be revised at the request of one of the Parties.

Prof. Fernando Ferroni
President of INFN

Prof. Renato de Figueiredo Jardim
Director of IFUSP

Dr. Jürgen Fritz Stilck
Director of IFUFF

Date.....

Date.....

Date.....

MEMBERS OF THE COLLABORATION

The collaboration involves researchers from the INFN-LNS IFUSP and IFUFF institutions. Hereafter is the list of them:

INFN - LNS	IFUSP	IFUFF
Francesco Cappuzzello	Dirceu Pereira	Paulo Roberto Silveira Gomes
Angelo Cunsolo	Jose Brandao de Oliveira	Roberto Linares
Manuela Cavallaro	Luis Carlos Chamon	Jesus Lubian Rios
Diana Carbone	Leandro Romero Gasques	Vantelfo Nunes Garcia
Antonino Foti	Thereza Borello-Lewin	Thiago Correa Almeida
Clementina Agodi	Marcia Regina Dias Rodrigues	Denilson Ramos Otomar
Marzio De Napoli	Nilberto Medina	Jeannie Rangel Borges
Luciano Calabretta	Jose Luciano Miranda Duarte	Barbara E. F. Paes Ribeiro
Dario Nicolosi	Pedro Neto de Faria	Luis Felipe Canto
Stefania Tropea		

Within the present collaboration a Scientific Coordination Group (SCG) is defined by Francesco Cappuzzello and Angelo Cunsolo for INFN-LNS, Dirceu Pereira for IFUSP and Jesus Lubian Rios for IFUFF. The SCG will manage the scientific activity proposed by internal and external groups with the above mentioned facility. The Collaboration appoints Francesco Cappuzzello as Spokesperson. He will represent the Collaboration to the outside and coordinates its work.

The set-up of the device, including detectors, electronics and data acquisition for the experiments will be managed by Manuela Cavallaro and Francesco Cappuzzello.

The use of the IFUSP facilities is under the responsibility of Marcia Regina Dias Rodrigues and Thereza Borello-Lewin for the Split-Pole spectrograph and Jose Brandao de Oliveira for the gamma-ray array.

GENERAL CONDITIONS

Applicable to experiments at INFN National Laboratories

(versione 2.3 - 3 marzo 2010)

GENERAL CONDITIONS

applicable to Experiments at INFN National Labs

(Terms with a particular meaning in the context of this document are underlined and defined at the end)

The mission of INFN is to perform research in Nuclear, Particle and Astroparticle Physics and to develop cutting-edge technologies applicable in experiments and eventually in the general society.

This document (the “*General Conditions*”) sets out the rules and procedures organizational, managerial and financial matters, which apply to the participation by Universities and Research Institutions (the “*Collaborating Institution(s)*”) in experiments at INFN National Laboratories (NL) site. The Collaborating Institutions jointly constitute the “*Collaboration*”. They provide, and are responsible for, the Visiting Research Teams (the “*Team(s)*”) carrying out the experiment.

The General Conditions also define INFN's role as Host Institution of the experiment, which must be distinguished from its role as a Collaborating Institution, as the case may be.

1. SCOPE OF APPLICATION

The General Conditions apply to Approved Experiments (the “*Experiment(s)*”) carried out on the INFN NL and large enough to justify a structured agreement between the Collaborating Institutions and INFN as hosting Institution. For all other experiments, generally characterized by a short duration, individual agreements will be set-up between the Director of the relevant NL and each of the interested participating group.

2. PARTIES AND THEIR REPRESENTATION

2.1. The parties involved in the Experiment (the “*Party*” or the “*Parties*”) are:

- INFN as Host Institution;
- The Collaborating Institutions (including, as the case may be, INFN).

2.2. Each Party shall have a representative:

- INFN as Host Institution shall be represented by its President;
- The Collaboration shall appoint a Spokesperson, who shall represent the Collaboration to the outside, including to INFN as Host Institution, and coordinate its work;
- Each Collaborating Institution shall appoint a Team Leader who shall represent it in its relations with INFN as Host Institution.

2.3. Each Collaborating Institution shall ensure that the members of its Team (the “*Team Member(s)*”) comply with the General Conditions.

3. BASIC DOCUMENTS GOVERNING THE EXECUTION OF THE EXPERIMENT

3.1. The following documents shall constitute the formal basis for the Experiment:

3.1.1. the **EXPERIMENTAL PROPOSAL**, after its approval by INFN *after recommendation of the Program Advisory Committee (PAC) or Scientific Committee (SC) of the relevant NL*(the “Experiment Committee”);

3.1.2. the **TECHNICAL DESIGN REPORTS**, where appropriate;

3.1.3. the **MEMORANDUM OF UNDERSTANDING** (the “MoU”), which sets out the detailed arrangements specific to the Experiment and which shall be agreed and signed by INFN President and the Collaborating Institutions, for the purpose of signature represented, as the case may be, by their Funding Agencies. Through the signature of the MoU, the Collaborating Institutions accept its terms;

3.1.4. the **GENERAL CONDITIONS**.

Contents of the MoU

3.2. The MoU may be a single document setting out the arrangements for construction, installation, maintenance and operation, or it may comprise two documents, one for construction and installation and the other for maintenance and operation. As a guide, the essential parts of the MoU are the following:

- a) a list of the Collaborating Institutions responsible for the Teams carrying out the Experiment;
- b) a list of the Funding Agencies of the Collaboration;
- c) details of the persons with specific responsibilities in the Experiment;
- d) the obligations of the Parties for:
 - i) construction and installation
 - the obligations for construction and installation of the detector components and the auxiliary equipment (jointly the “Equipment”);
 - a breakdown of the funding requirements for the Equipment, together with the contributions of the Parties;
 - a timetable for the construction and installation of the Equipment;
 - ii) maintenance and operation
 - the obligations for maintenance and operation of the Equipment;
- e) an explicit statement that the General Conditions apply;
- f) references to any specific agreements and Protocols relevant to the Experiment, copies of which shall be included as Appendices to the MoU.

4. ORGANISATION OF THE COLLABORATION

Internal autonomy and co-ordination with INFN as Host Institution

4.1. In its internal relations, the Collaboration shall be free to take such organizational decisions as deemed necessary, always subject to the terms of the MoU and the General Conditions.

Co-ordination in matters of safety

4.2. The Director of the relevant INFN NL shall appoint a Group Leader in Matters of Safety (GLIMOS), on the proposal of the Spokesperson. The rights and responsibilities of the GLIMOS are defined in the safety documents issued by each INFN NL.

Finance Review Committee/Resources Review Board Initial Decision

4.3. For Experiments involving large capital investments, a Review Committee (RC) may be set up by agreement of INFN as Host Institution and the Collaboration.

Membership

4.4. The RC shall normally consist of one representative of each Funding Agency, along with the Management of INFN and the Collaboration. It shall be chaired by the Director of the relevant INFN NL.

Terms of reference

4.5. The role of the RC includes:

- reaching agreement on the MoU;
- approving any modification of, or addition to, the Experiment that would require amending the MoU;
- monitoring the supply of Equipment according to the agreed schedule;
- monitoring the Common Projects and the use of the Common Funds;
- monitoring the general financial and manpower support;
- approving a maintenance and operation procedure and monitoring its functioning;
- approving the annual construction and installation budgets as well as those for maintenance and operation.

4.6. The Collaboration Management reports to the RC on technical, managerial, financial and administrative matters, and on the composition of the Collaboration.

5. INFN'S OBLIGATIONS AS HOST INSTITUTION

PRINCIPLES

Installation

5.1. The Collaboration shall ensure that the Equipment and counting rooms meet the INFN Safety Rules if more restrictive than Italian law. Provided that this is the case, INFN shall agree in writing to their installation in the appropriate experimental area.

Duration

5.2. INFN agrees to keep the Equipment on-site during the data-taking for the experimental program approved by the INFN after recommendation of the appropriate PAC/SC.

Network connections

5.3. INFN agrees that computers and peripherals belonging to the Collaboration, which are needed for the operation of the Equipment, may be connected to the INFN computer network, provided they meet its compatibility and security standards, including as set out in the document "General rules for access and use of the INFN computer resources" herewith enclosed as Annex 1.

Insurance

- *Property*

5.4. INFN shall at its expense insure against the risks of fire, explosion, natural disaster and water damage all items belonging to the Collaboration or a Collaborating Institution, once they have been delivered to the INFN NL site, added to the Ownership Inventory (Article 6.10) and accepted in writing by INFN. INFN shall not insure such items against the risks of transport, crane or rigging accidents. It may however offer the possibility that such insurance is taken out at the expense of the Collaborating Institution(s) concerned.

- *Third party liability*

5.5. INFN shall at its expense insure the members of the Collaborating Institutions against third party liability incurred by them at INFN in the execution of the Experiment.

- Limitation of coverage

5.6. The insurance covers defined in Articles 5.4 and 5.5 are subject to the provisions, including the specified deductibles, exclusions and limits, of INFN's insurance policies. Any risk or amount not covered by such policies shall be for the exclusive account of the Collaboration. INFN does not warrant or accept liability as to the sufficiency of its insurance policies in relation to the risks incurred by the Collaboration.

SERVICES

Standard services and facilities

5.7. INFN normally provides, free of charge and within the limits and constraints imposed by the available resources and schedules of accelerators the following standard services and facilities for the duration of the Experiment:

Particle beams and equipment

- a) particle beams and related shielding, monitoring equipment and standard communication with the accelerator control rooms;
- b) beam time allocation and scheduling, in accordance with the recommendations of the PAC/SC;
- c) test-beam time for testing prototypes and calibrating final detector components, subject to the applicable scheduling and allocation procedures;

Space

- d) floor space in the experimental area(s) for the Equipment;
- e) laboratory and hall space for construction, testing and assembly of the Equipment;
- f) temporary short-term storage space for spare parts, handling and assembly tools and Equipment that is awaiting installation or removal. INFN reserves the right to charge the cost of longer-term storage of the above items to the Collaborating Institution(s) concerned;
- g) office space, equipped with standard furniture and infrastructure facilities including network connections, telephones and electricity;

Supplies and installations at the Experiment

- h) assistance with the installation and removal of the Equipment, such as the provision of crane and rigging services;
- i) local infrastructure for the supply of mains electricity, raw cooling water, compressed air and standard connections to the INFN communication network;

Safety services

- j) access to its safety services for advice, inspection and verification, and first aid or other emergency help;

Maintenance and operation

k) the resources needed to operate and maintain the standard infrastructure and other equipment supplied by INFN as Host Agency.

Special services

5.8. A variety of services other than those specified above may be provided to the Collaboration on request, subject to the availability of resources. Such services shall be charged according to the applicable conditions.

Special equipment

5.9. Any additional infrastructure equipment to be provided by INFN, as well as the obligations of INFN and the Collaborating Institutions with regard to the construction, installation, maintenance and operation of such equipment, shall be explicitly mentioned in the MoU.

6. OBLIGATIONS OF THE COLLABORATING INSTITUTIONS

Basic obligations

6.1. Team Member(s) shall be subject to the authority of the relevant INFN NL Director and shall comply with the rules and regulations in force at the relevant INFN NL. In particular each Collaborating Institution shall require its researchers, employees and agents, participating in the Experiment, to read the applicable procedures established by the relevant INFN NL and to agree in writing to comply with such safety procedures.

6.2 Items brought onto the site by the Collaboration are subject to the rules and regulations in force at INFN.

Status of personnel

6.3. Each Collaborating Institution shall ensure that its Team Members shall for the duration of their stay at the INFN NL remain employed by, and receive a salary from, their Collaborating Institution. It is understood that where they are students, the Team Members shall remain enrolled at their Collaborating Institution, and where they have a sponsor, they shall remain under contract with, and continue to be financed by, their sponsor.

6.4. Each Collaborating Institution shall ensure the provision of adequate social and third party liability insurance cover to its Team Members and the members of their family accompanying them.

6.5. Each Collaborating Institution shall be liable to INFN for any cost or expense resulting from the situation where its Team Members have insufficient insurance cover.

6.6. Each Collaborating Institution shall evaluate the risks to the safety and health of its Team Member, taking into account the nature of the activities. Subsequent to this evaluation shall implement the preventive measures to reduce the risks including training in matter of safety and radiation protection.

Medical surveillance and certificates

6.7. Each Collaborating Institution shall remain responsible for the medical surveillance of its Team Members and, in the case of Team Members who are to work in conditions which are deemed to pose special risks (e.g. radiation controlled areas or works at a height), shall supply to the INFN Medical Service a certificate of medical fitness.

Supply of Equipment

6.8. The Collaborating Institutions shall make available on the INFN NL site, according to an agreed timetable and in working order, the Equipment that they have undertaken to supply and commission. The Spokesperson shall promptly inform the Director of the relevant INFN NL of any material failure to meet the agreed schedule. For experiments with a RC, this body shall monitor such matters.

Equipments shall satisfy the relevant provisions of European Directive and must not endanger the health and safety of persons (technical documentation and user and maintenance guide must be made available).

Transport, installation and dismantling of Equipment

6.9. Each Collaborating Institution supplying Equipment shall be responsible for its delivery to and removal from the INFN NL site, always in compliance with applicable export laws and restrictions. All such Equipment shall be properly documented to indicate its ownership status (Article 6.10) handling requirements and any potential hazards that it may pose. The Collaborating Institutions shall be collectively responsible for the installation and dismantling of the Equipment.

Ownership of Equipment

6.10. Except as may be agreed in writing by the owner and INFN as Host Agency, the delivery of Equipment to the INFN NL site or its handling on the INFN NL site shall not affect its ownership. The owner and INFN as Host Institution may agree in writing to transfer to INFN the ownership of equipment which is no longer required by the Collaboration.

Ownership inventory

6.11. As a condition of coverage by INFN's insurance policy, the

Collaboration shall provide INFN with a list of the Equipment which it brings on the INFN NL site, specifying for each item the owning Collaborating Institution(s) or joint ownership by the Collaboration. It shall keep the list up-to-date and inform INFN promptly of any modifications.

Maintenance and operation of Equipment

6.12. The Collaborating Institutions shall be collectively responsible for the maintenance and operation of the Equipment, and for providing the resources necessary to carry out the experimental program.

Assignment of Equipment

6.13. Any Collaborating Institution providing Equipment shall continue to make it available to the Collaboration until the Experiment has been declared completed (Article 8.2).

Early removal of Equipment

6.14. The Collaboration may request the removal from the INFN NL site under the responsibility of the owning Collaborating Institution(s) of any Equipment which in the opinion of the Collaboration is no longer required for the Experiment.

Release of space

6.15. Space allocated for construction and assembly shall be released when these activities have terminated. As Host Institution, INFN reserves the right to change this space allocation during the lifetime of the Experiment. As soon as the Experiment has been declared completed (Article 8.2), all space used by the Collaboration, including office and laboratory space, and the space used for testing and running the Experiment, shall be made available to INFN for reallocation.

Removal of Equipment

6.16. Equipment shall be removed from the INFN NL site under the responsibility of the owning Collaborating Institution(s) within six months following a request from the Director of the relevant INFN NL.

6.17. The dismantling and removal of the Equipment must respect the INFN Safety Rules and the laws of the countries through which the dismantled Equipment will transit during the removal, including the country of its final destination (e.g. transport, disposal, elimination of special or radioactive waste). Except as may be agreed in writing by the Collaboration and INFN, the associated costs shall be borne by the Collaboration.

7. INTELLECTUAL PROPERTY

Publication and use of data and knowledge

7.1. INFN, as national public Institution, is bound by its Convention to publish or otherwise make generally available the results of its experimental and theoretical work.

7.2. The Collaborating Institutions shall strive to publish any data and knowledge resulting from the experiment through Open Access journals. Where the copyright in an article shall be transferred to the publisher, each Collaborating Institution shall ensure that it has the necessary internal authorizations to approve such a transfer.

7.3. Subject to Articles 7.4 and 7.5, each Collaborating Institution and INFN as Host Institution shall be entitled to use any data and knowledge resulting from the Experiment for its own scientific non-military purposes.

Contribution of proprietary information

7.4. A Collaborating Institution contributing proprietary information to the Collaboration shall ensure that it has or has procured the rights to use, and to contribute to the Collaboration for use by the other Collaborating Institutions, such proprietary information for the execution of the Experiment. The term “use” shall include any integration, modification, enhancement and redistribution. Where the use of proprietary information is subject to restrictions, the contributing Collaborating Institution shall disclose them in writing when making its contribution available to the Collaboration. The obligations defined in this article shall apply whether or not the proprietary information is pre-existing or developed in the execution of the Experiment, and whether or not it was developed individually or jointly with one or more other institution(s).

Use of proprietary information

7.5. The contribution by a Collaborating Institution of any proprietary information, including information protected by trademark, patent or copyright, shall not create any right in respect of such information for the other Collaborating Institutions, other than a free, irrevocable and non-exclusive license to use such information in the execution of the Experiment.

Publication and disclosure of proprietary information

7.6. Subject to the intellectual property rights of the Collaborating Institutions having contributed the proprietary information and taking into account any potential for commercial exploitation, the Collaborating Institutions shall strive

to publish and make publicly available all proprietary information contributed to the Collaboration. In particular, they shall consider making any software available under Open Source license conditions.

Limitation of liability

7.7. The Collaborating Institutions provide no warranties or representations of any kind to each other. Each Collaborating Institution shall use the data and knowledge resulting from the Experiment and the proprietary information contributed to the Collaboration at its own risk.

The Collaborating Institutions shall have no liability to each other with respect to the subject matter of this Article 7.

8. FINAL PROVISIONS

Modification of the Experiment and amendment to the MoU

8.1. The Collaboration shall agree on any modification of or addition to the Experiment that would require amending the MoU and shall inform INFN as Host Institution of such changes. For experiments with a RC, such changes shall also be approved by this body. Where the changes constitute a substantial change to the Experiment, they shall be submitted to the Experiment Committee for approval by INFN. Any amendment to the MoU shall be signed by the representatives of the parties to the MoU.

Duration of applicability of the MoU

8.2. Unless another duration is specified in the MoU, the MoU shall remain in force until INFN, after consultation with the Spokesperson, has declared the Experiment completed, the Equipment has been dismantled and the arrangements for its disposal agreed in writing.

8.3. Notwithstanding the foregoing, the General Conditions shall remain in force.

Observance of the MoU and the General Conditions

8.4. The MoU is not legally binding but the parties to the MoU recognize that the success of the Collaboration depends upon their adherence to its provisions. Any default under its provisions shall be dealt with, in the first instance, by the Collaboration in consultation with the Director of the relevant NL and if necessary then by the RC (where such a body exists).

8.5. Notwithstanding the foregoing, the provisions of the General Conditions are binding.

Liability

8.6. Except as specifically stipulated in the General Conditions, the Parties shall not be liable to each other for any loss or damage arising in connection with the Experiment.

Disputes

8.7. If a dispute within the Collaboration or between the Collaboration and INFN as Host Institution cannot be resolved amicably the disputing Parties shall discuss and consider submitting the dispute to the Italian court jurisdiction.

Definitions

- **Visiting Research Team:** A Collaborating Institution's personnel involved in the Experiment.
- **Approved Experiment:** An Experiment approved by INFN after consideration of a written proposal submitted to the appropriate Experiment Committee, taking into account scientific interest, technical feasibility and the constraints imposed by available resources.
- **INFN National Laboratory site:** All parts of INFN NL's fenced-in domains and all of their underground works.
- **Funding Agency:** A body providing resources to one or more of the Collaborating Institutions for the purpose of participation in the Experiment. A Collaborating Institution may itself be a Funding Agency.
- **Common Project:** A project that the Collaboration has decided to manage jointly under the authority of the Collaboration Management.
- **Common Funds:** Funds contributed by the Funding Agencies to joint accounts administered by the Collaboration Management.
- **Open Access:** The free, irrevocable, worldwide right to access to, and use of, a work in any digital medium for lawful purposes, subject to proper attribution of authorship.

ANNEX 1

GENERAL RULES FOR ACCESS AND USE OF THE INFN COMPUTER RESOURCES

The Purpose and Scope of this Measure

The purpose of this measure is to define the rules for access and use of the computing resources and the networks of INFN, in order to ensure their efficiency and security.

Definitions

Computing resources and network services include the following:

- a.) computers, printers and other peripherals (scanners, and storage systems) owned by the Institute or in any way connected to the Institute's network,
- b.) equipment and network infrastructure owned by or otherwise connected to the Institute networks.
- c.) software and data purchased or produced by INFN.

The following **subjects** are identified:

1.) **User:** every individual who has access to the computing resources and network services of INFN, in relation to the functions and activities pursued within the Institute. The user, who is in possession of a privileged password of multi-user operating systems (such as Unix/Linux, Windows XP o MacOS-X) or uses single-user software systems (such as Windows 95/98/ME and MacOS), is identified as the *System Administrator*;

2.) **System Administrator:** an individual entrusted with the task of supervising the operating system of a computer or database and giving permission for their use;

3.) **Computing and Network Services:** the service which has the responsibility for the management as well as the care, installation and development of central computing infrastructure, ensuring network connection within and outside the Structure, and providing support for users to access

network resources; moreover, the service has the responsibility of ensuring security for all the computing resources of the Structure;

4.) **Director of the Structure:** the individual who is responsible for ensuring the scientific, organizational and administrative functioning of the structure, according to the guidelines approved by the Board of Directors.

In relation to the specific organization of each Structure there can also be identified one or more **Representative(s) of user groups**, who, according to the instructions of the Computers and Networks Services Department, coordinate the users as well as the use of the local resources of one or more groups, experiments or services.

Access and Use of Computer Resources and Network Services: General Rules

The computing resources and network services of INFN are essential resources, made available by the Institute exclusively for the achievement of its technological and scientific research goals. The collaboration of all authorized users is crucial in order to preserve the system's integrity and to ensure its smooth operation.

Therefore the following are prohibited:

- activities against the law or otherwise prohibited by regulations and customs of network use and the services accessed;
- unauthorized commercial activities;
- any activity which might compromise the security of the Institute's computer resources or cause damage to third parties.

INFN promotes a collaborative approach between the partners, advocates a respectful behaviour and recommends the adoption of the customs of "netiquette".¹

Access to Computing Resources and Network Services

Access to the computing resources and network services of INFN is permitted to employees, associates, and collaborators, visitors, graduate students, interns, contract researchers, fellows and undergraduates on authorization by their respective supervisors.

¹

<http://www.rfc-editor.org/rfc/rfc1855.txt>

Access to the computing resources connected to the Internet is permitted only after identification of users. Users, whose personal particulars have not yet been formally established in connection with a contract of employment, collaboration, association, scholarship or research grant, shall have to identify themselves via a document of identification

In order to ensure the security of computing resources it is prohibited to:

- enter without permission the premises of the Computers and Networks Services Department, as well as the premises and areas reserved for network equipment;
- connect computing resources to the local network without the authorization of the Computers and Networks Services Department;
- cable up, connect or modify network equipment without the permission of the Computers and Networks Services Department;
- use Internet addresses and names not explicitly assigned to the user;
- install modems configured for remote access from outside of the structures of INFN and wireless access points without the express prior authorization from the Director of the Institute;
- divulge information concerning the structure and the configuration of INFN computer resources, with particular reference to the location of wireless equipment, telephone numbers and passwords managed by the Computers and Networks Services Department;
- take any other action intended to degrade the resources of the system, prevent authorized users from having access to the resources, obtain resources superior to those already allocated and authorized, accede to computing resources by violating security measures.

Use of the Computer Network and Network Services: Specific Rules

Users

- must properly take into account the indications of the Computers and Networks Services Department in their choice of the IT tools they use, especially as far as security is concerned, favouring systems and procedures that offer the highest levels of protection;

- are expected to act in accordance with the law and the Institute's policy regarding security, ensuring the confidential processing of personal data by meticulously observing the rules of conduct on the processing of personal data as delineated by INFN;

- are responsible for the software they install on the computers assigned to them: they conduct a thorough preliminary assessment of the software to be installed and they do not install software without a regular license;

- must protect their computers against unauthorized access to the data used and / or stored on them and in the systems they have access to;

- are required to follow the directions of the Computers and Networks Services Department and regularly save the programs and data used;

- are obliged to protect their accounts by periodically changing passwords and by choosing passwords that are not obvious; moreover, it is recommended to use different passwords on different systems;

- must not disseminate or divulge their password or allow others to use their account;

- are required to immediately report any accidents, suspected abuse and violations of security to their supervisor and to the Computers and Networks Services Department;

- are required to use updated antivirus programs for the operating systems they utilize, taking care to scan files and software downloaded from the Internet as well as removable media by antivirus programs;

- must not keep unused remote connections open nor leave the workplace with an open unsecured connection;

- are required to consult the guidelines relevant to the various systems, written and regularly updated by the Computers and Networks Commission of the Institute.

System Administrators

System administrators, in addition to being required to comply with all the regulations for users:

- are responsible for the software they install on the computers assigned to them: they make a careful preliminary assessment of the software to be installed and they do not install software that lacks the regular software licenses;

- are required to maintain the systems at the level of security appropriate to their use;

- are required to regularly check the integrity of the systems;

- are required to monitor and maintain system logs for the time necessary to verify the maintenance of safety standards;

- are required to immediately report accidents, suspected abuse or violations of safety to the Computers and Networks Services Department and participate in their management;
- are required to install and regularly update antivirus programs for the operating systems they are entrusted with;
- are required to consult the guidelines relevant to the various systems, managed, written and regularly updated by the Computers and Networks Commission of the Institute.

Computers and Networks Services Department

The Computers and Networks Services Department, in order to maintain, in relation to the technological developments in the sector, the highest level of security within the local networks:

- ensures that the remote access to the local resources are made only through the use of protocols that provide authentication and encryption of the transmitted data; moreover, limits the internal use of services and/or programs that transmit the passwords in clear text;
- ensures that non-essential services are deactivated on the machines it operates, restricts the number of privileged users to the minimum that is absolutely necessary for the coordination, monitoring and control of the network and other, related, services;
- carries out at least one assessment of the accounts per year;
- monitors the systems that manage and record privileged access, any changes to system files and unauthorized use of network services;
- installs filtering and logging systems on the perimeters of the network;
- provides support to maintain and improve the security of the resources entrusted to users;
- consults the guidelines relevant to the various systems, managed, written and regularly updated by the Computers and Networks Commission of the Institute.

The Representative

The Representative:

- informs the members of its group of the indications of the Computers and Networks Services Department related to the security-of resources and their correct use;
- provides the Computers and Networks Services Department with information or access to computing resources for his/her group if necessary.

Violation of the Regulations

Any conduct contrary to the law or executed in violation of this measure, in addition to having criminal, civil and/or disciplinary consequences, will result in the suspension of access to the IT resources, by way of informing the Director of the Institute.