

Memorandum of Understanding
between
The International Linear Collider - Global Design Effort
and
the XX Laboratory

March 2, 2006

1. Introduction

1.1 *General Description*

The DOE High Energy Physics Advisory Panel (HEPAP) has stated the need for a 500 GeV electron-positron linear collider to address fundamental particle physics questions at the TeV energy scale, and recommended that such a facility be the next major project for the U.S. High Energy Physics program. The International Linear Collider (ILC) is envisioned to be a globally supported project to construct such a linear collider to address this mission need. Research and Development (R&D) for the ILC is being carried out by an international collaboration of laboratories and universities in three regions of the world (the Americas, Asia, and Europe) under the direction of an international organization, the Global Design Effort (GDE). The GDE is a virtual organization with members drawn from existing laboratories and universities. Overall co-ordination of the technical activities within the Americas region is the responsibility of the GDE-Americas Regional Director.

This Memorandum of Understanding (MoU) establishes a collaboration between the XX Laboratory (XX) and the GDE, hereinafter referred to as the "Parties", to work jointly on the technical design and R&D needed for the ILC. This agreement between the Parties is made in the context of existing national and international collaborations, does not alter those collaborations, and is not exclusive; other laboratories or universities may join at any time under similar agreements.

This MoU is a collaborative agreement between scientists and does not constitute a legal contractual obligation on the part of either of the Parties.

All work performed by XX as part of the ILC Collaboration will be coordinated by the XX ILC Program Leader. Definition of the scope of work and planning of specific work to be done at XX are the responsibilities of the GDE-Americas Regional Director and the XX ILC Program Leader. The scope of work done at XX will be documented in this MoU and future Amendments to it. Detailed work packages to be completed in a specific time frame will be described separately in Addenda to this MoU.

1.2 Objective

The objective of this MOU is to document the terms of agreement between GDE and XX under which work in support of the ILC is to be performed at XX.

1.3 Scope

This MoU covers work to be performed at XX during the R&D and technical design phase of the project. The scope of work to be done by XX may include elements of conceptual design and modeling, engineering, procurement, fabrication and testing of prototypes, preparation of documentation, and participation in review and management processes. This agreement does not specify the time of performance of tasks in any particular category, nor does it preclude the addition of tasks by amendment to this MoU.

2. General Provisions

2.1 Terms and Conditions

The XX Laboratory is managed and operated by the XX contractor under contract number yy with ZZ. All work performed by XX in support of the ILC will be consistent with the terms and conditions of this contract.

2.2 Funding

Funds for the work to be accomplished at XX will be agreed to by the GDE-Americas Regional Director and the XX ILC Program Leader. These funds will be defined in annual Addenda to this MOU. Funds for work done at XX in support of the ILC will reside at XX. DOE funds provided to institutions with DOE contracts will be provided through that contract. The mechanism for provision of funds by others will be determined on a case-by-case basis and summarized in an addenda to this MoU.

2.3 Cost Recovery

It is understood that XX is operated as a full cost recovery facility. All costs of work done at XX on the ILC are to be covered by the funds described in Section 2.2 above, and the XX ILC Program Leader will be responsible for management of these funds. The GDE-Americas Regional Director, in consultation with the XX ILC Program Leader, may request at any time that specific work on the ILC at XX be redirected or terminated. XX will respond to such requests as quickly as possible within DOE and

XX personnel management guidelines.

2.4 Reporting

XX will submit to the GDE-Americas Regional Office semiannual progress reports of the work done at XX. These reports will contain descriptions of technical progress, statements of goals for the next reporting period, and indications of long-range plans for all work being done at XX. These reports will be submitted at the midpoint and close of the Fiscal Year, and will become part of technical and budget planning for the GDE.

XX will submit to the GDE-Americas Regional Office a quarterly statement of costs and commitments incurred for all work being done using the funds described in Section 2.2 above. These reports will become part of the technical and budget planning for the GDE.

2.5 Ownership of Equipment

All equipment purchased or fabricated using ZZ funds at XX will be the property of ZZ/XX and shall be subject to the XX property management system. All new equipment purchased by XX for exclusive use in the ILC R&D effort or incorporated into ILC prototypes will remain available to the GDE until it is deemed by the GDE-Americas Regional Office that such equipment is no longer needed. New equipment which is jointly shared by the ILC R&D effort and other programs of the XX Laboratory will be controlled by XX Laboratory in cooperation with the GDE-Americas Regional Office. New equipment which is supplied to laboratories outside the Americas region for ILC R&D efforts will remain available to the GDE Regional Office in that region until it is deemed by the GDE that such equipment is no longer needed.

2.6 Intellectual Property

Rights with regard to intellectual property are regulated by XX contractor and ZZ. "Intellectual property" includes but is not limited to inventions, technical data, and software.

2.7 Scientific Publication

All work covered by this MoU will be unclassified. Publications will be collaborative, although either Party has the right to publish information in part or in whole, independent of the other, subject to informing the other Parties in writing of their intention to do so. Consent to publish may be denied in writing by a Party if proprietary information is involved. Disputes will be settled through mutual cooperation befitting the scientific goals of the project.

All publications and all intellectual property developed under this collaboration are subject to XX's procedures and XX contractor's contract yy with ZZ. Note that Department of Energy contracts require that all publications receive prior copyright and invention review. All publications are required to indicate the contribution made by each of the Parties.

2.8 *Amendments*

This MOU may be modified or amended from time to time by written agreement of both Parties.

2.9 *Public Information Coordination*

Subject to applicable laws and regulations, decisions on the disclosure of information to the public regarding the ILC program shall be made by the GDE-Americas Regional Director following consultation with the XX ILC Program Leader when appropriate.

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3. Plan of Work

Under this Memorandum of Understanding, XX will carry out activities in the main program areas listed in Section 1.3. Particular activities and deliverables will be specified and agreed upon by the XX ILC Program Leader and the GDE-Americas Regional Director and documented in Addenda to this MOU.

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4. Execution

4.1 *Effective Date*

This MOU shall become effective upon the latter date of signature of the Parties. It shall remain in effect until superseded or five years from the effective date, whichever comes first.

4.2 *Approvals*

The following concur in the terms of this Memorandum of Understanding:

Dr Barry Barish,
Director, GDE

gg,
Laboratory Director, XX

Date

Date

Dr Gerry Dugan,
GDE-Americas Regional Director

gg,
Associate Laboratory Director

hh,
XX ILC Program Leader