

AGREEMENT KR1859/KTT/IT/016S

**SERVICE AGREEMENT FOR CDS Invenio**

**CDS Invenio User:  
Universitat Autònoma de Barcelona**

AGREEMENT KR1859/KTT/IT/016S

BETWEEN:

The European Organization for Nuclear Research (hereafter referred to as "CERN"), an Intergovernmental Organization with its seat at CH-1211, Geneva 23, Switzerland, represented by Thierry Lagrange, Head of Knowledge and Technology Transfer;

AND:

Servei d'Informàtica de la Universitat Autònoma de Barcelona (hereafter referred to as the "User"), with its seat at Campus Universitari de la UAB, Edifici D, 08193, Bellaterra, Spain represented by Lorenzo Rodriguez Martin, Director de TIC de la UAB;

Individually or collectively hereafter referred to as the "Party" or the "Parties" respectively;

CONSIDERING THAT:

1. CERN has developed a software, hereafter referred to as "CDS Invenio", and owns all rights thereto;
2. CDS Invenio allows for electronic searches through bibliographic information and the full text of documents stored in catalogues, electronic documents submission, etc. (features described at <http://cdsware.cern.ch>);
3. CERN has made CDS Invenio available to the public under the General Public License (GPL) terms;
4. The User has requested assistance from CERN for the configuration and upgrading of CDS Invenio for its own internal use;

**IT IS AGREED AS FOLLOWS:**

**ARTICLE 1           SCOPE OF THE AGREEMENT**

- 1.1 CERN herewith agrees to provide the User on a 'best effort' basis remote help and advice on how best to configure and customize the CDS Invenio software (index, search, format, submission forms, etc.).
- 1.2 Subject to availability of appropriate experts, CERN shall provide upon request by the User assistance, including email and telnet/secure shell support, as described in Article 1.1 for all new upgrades of CDS Invenio as made available by CERN on its dedicated website. It is understood that such upgrades may contain bug fixes and patches, as may be developed by CERN at its own discretion.
- 1.3 The assistance as set out in Articles 1.1 and 1.2 is understood as being remote assistance only, to an expert software administrator designated by the User. Any specific assistance on the User's site is subject to prior agreement between the Parties.

**ARTICLE 2           PAYMENT CONDITIONS**

- 2.1 Upon signature of the Agreement and within 30 days of receipt of a corresponding CERN invoice, the User shall pay CERN the non-refundable lump sum of 5,000 CHF for the assistance as set out herein, into the account stated on the invoice.
- 2.2 Any renewal of the Agreement in application of Article 4.2 shall take effect upon receipt by CERN of an annual lump sum of 5,000 CHF.
- 2.3 All payments to be made by the User in accordance with the Agreement shall be paid within 30 days of receipt of a corresponding CERN invoice into the account stated on the invoice.

### **ARTICLE 3            WARRANTIES AND LIABILITIES**

The service described in Article 1, the CERN resources and all assistance is provided by CERN on an "as-is" basis, and CERN does not provide any express or implied warranties of any kind concerning the same, including but not limited to merchantability, fitness for a particular purpose or non infringement of third party rights. CERN does not accept any liability, and the User shall hold CERN free and harmless from any liability with regard thereto.

### **ARTICLE 4            ENTRY INTO FORCE/DURATION**

- 4.1    The Agreement shall enter into force on the day of its signature by the authorized representatives of the Parties. It shall stay valid for an initial period of one year.
- 4.2    After the initial period of one year, and upon payment in application of Article 2.2, the Agreement shall be automatically renewed for further one-year periods. In case a Party does not wish to renew the Agreement, it shall so notify the other Party in writing two months before the expiry of the contractual period concerned.
- 4.3    In case the annual lump sum as set out in Article 2.2 is changed for the next one-year period, CERN shall inform the User in writing three months before the expiry of the contractual period concerned.
- 4.4    Each Party is entitled to terminate the Agreement in the event that the other Party fails to honour one or several of its obligations under the Agreement. Termination shall become effective 30 days after the non-defaulting Party has sent a registered letter with acknowledgement of receipt giving the defaulting Party notice that it must fulfil its obligations, unless within that deadline the defaulting Party has fulfilled its obligations.

### **ARTICLE 5            CONSEQUENCE OF TERMINATION**

In case of termination of the Agreement for any reason whatsoever, neither Party shall be liable for any indemnities or payments to the other Party, other than as explicitly stated in this Agreement.

**ARTICLE 6            APPLICABLE LAW/DISPUTE RESOLUTION**

- 6.1 If any dispute under this Agreement fails to be settled amicably, the Parties shall resort to the arbitration procedure as defined in Annex 1, drawn up by CERN in accordance with its status as an Intergovernmental Organization. Notwithstanding reference of any dispute to arbitration, the Parties shall continue to be bound by their obligations under the Agreement.
- 6.2 This Agreement shall be interpreted in accordance with its true meaning and effect independently of any national or local law. Provided that if and insofar as this Agreement does not stipulate, or any of the terms and conditions are ambiguous or unclear reference shall be made to Swiss substantive law.

**ARTICLE 7            ADRESSES FOR CORRESPONDENCE**

- 7.1 All documents concerning this Agreement shall bear the reference:

**KR1859/KTT/IT/016S**

- 7.2 In all technical matters, CERN shall be represented exclusively by, and all correspondence of technical nature shall be addressed to:

CERN - IT/UDS  
For the attention of Mr. Jean-Yves Le Meur  
CH-1211 Geneva 23  
Switzerland

- 7.3 In all commercial or contractual matters, other than a technical nature, CERN shall be represented exclusively by, and all correspondence of commercial or contractual nature shall be addressed to:

CERN - KTT Group  
For the attention of Head of Knowledge and Technology Transfer Group  
CH - 1211 Geneva 23  
Switzerland

- 7.4 In all technical matters concerning the execution of this Agreement, Servei d'Informàtica de la Universitat Autònoma de Barcelona shall be represented by, and all correspondence shall be addressed to:

Servei d'Informàtica de la Universitat Autònoma de Barcelona  
For the attention of Mr. Ferran Jorba  
Edifici D  
Campus Universitari de la UAB  
08193 Bellaterra  
Spain

- 7.5 In all commercial or contractual matters concerning the execution of this Agreement, Servei d'Informàtica de la Universitat Autònoma de Barcelona shall be represented exclusively by, and all correspondence shall be addressed to:

Servei d'Informàtica de la Universitat Autònoma de Barcelona  
For the attention of Mr. Begoña Martin  
Edifici D  
Campus Universitari de la UAB  
08193 Bellaterra  
Spain

- 7.5 Each Party shall give the other Party prior notification in writing of any temporary or permanent change of authorized representative(s).

In WITNESS WHEREOF, the Parties hereto have executed this Agreement:

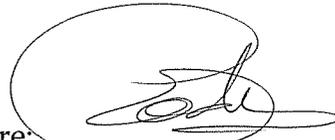
For:

The European Organization  
for Nuclear Research

Servei d'Informàtica de la  
Universitat Autònoma de Barcelona

Represented by:

Represented by:

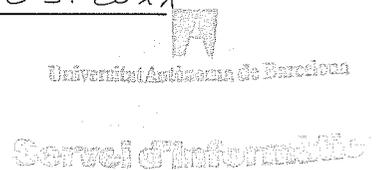


Signature: \_\_\_\_\_  
Mr. Thierry Lagrange  
Head of Knowledge and  
Technology Transfer

Signature: \_\_\_\_\_  
Mr. Lorenzo Rodriguez Martin  
Director de TIC de la UAB

Date: 22 03. 2011

Date: 14. 03. 2011



## ANNEX 1: Arbitration

1. Within 30 days of written notification by a Party to the other Party of its intention to resort to arbitration, the first Party shall appoint an arbitrator. The second Party shall appoint an arbitrator within three months of the appointment of the first arbitrator. The two arbitrators shall, by joint agreement and within three months of the appointment of the second arbitrator, select a third arbitrator, who shall subsequently be appointed by the Parties to preside over the arbitration tribunal.
2. If the second Party fails to appoint an arbitrator or the two arbitrators fail to agree on the selection of a third arbitrator, the second or, as the case may be, the third arbitrator, shall be selected by the President of the Administrative Tribunal of the International Labour Organization, established in Geneva, Switzerland, and subsequently appointed by the Parties, at the request of the first Party to do so.
3. None of the arbitrators shall be drawn from amongst persons who are or have been in any way in or at the service of CERN or of the User or of any subsidiary or affiliated company of the latter. They shall act impartially in the execution of their duties.
4. The arbitration proceedings shall take place in Geneva. The Parties shall within 30 days of the appointment of the third arbitrator agree on the terms of reference of the arbitration tribunal, including the procedure to be followed.
5. The arbitration tribunal shall faithfully apply the terms of this Agreement and shall set out in the award detailed grounds for its decision. The costs of the arbitration, including all reasonable fees expended by the Parties, shall be borne by the unsuccessful Party and the award shall include an allocation of such costs. The arbitration tribunal shall have no authority to award interest.
6. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision, whether ordinary or extraordinary, it being understood that each party may within two weeks from the date of the award request the arbitration tribunal to give a written interpretation of the arbitral award or to correct computation or typographical errors. The interpretation or correction shall be made known to the Parties within two months from the date of the request and shall become part of the award. Until the date of the delivery by the arbitration tribunal of any requested interpretation or

correction, the execution of the arbitral award shall be suspended.

7. Save to the extent required by law, the arbitral award shall not be published or its contents made known to any third party, unless each Party gives prior written approval.

