Memorandum of Understanding
for the
TESLA Technology Collaboration

Preamble

In the past, the focus of the TeV-Energy Superconducting Linear Accelerator (TESLA) collaboration was on research and development (R&D) for a high energy Linear Collider with an integrated X-ray Free Electron Laser (XFEL*). The work has led to the TESLA Technical Design Report (TDR), published in 2001. Following the recommendation of the International Technology Recommendation Panel, the International Committee for Future Accelerators (ICFA) decided in 2004 that future work towards the International Linear Collider ILC should be based on the Superconducting Radio Frequency (SCRF) technology.

Several major projects, such as the XFEL* and the ILC, are based on the use of SCRF technology, in the development of which the TESLA Collaboration has played a key role during the past decade.

The responsibility for these and possible other projects lies in the hands of the respective project organisations.

Taking into account these developments and facts, the TESLA Collaboration has redefined its mission as described below and has changed its name to the TESLA Technology Collaboration.

This Memorandum of Understanding (MOU) sets forth the mission of the TESLA Technology Collaboration and the overall guidelines under which it will operate. This MOU is not a contract; it is an understanding between scientists and institutions.

* All the work related to XFEL performed under the aegis of this MoU will be accounted for along the rules edicted in the art 5 of the XFEL MoU

Article 1

Mission of the TESLA Technology Collaboration

(1) The mission of the TESLA Technology Collaboration (the Collaboration) is to advance SCRF technology R & D and related accelerator studies across the broad diversity of scientific applications, and to keep open and provide a bridge for communication and sharing of ideas, developments, and testing across associated projects. To this end

(a) the TESLA Test Facility (TTF), serving as the basis for the Vacuum Ultraviolet Free Electron Laser (FLASH) at Deutsches Elektronen-Synchrotron in Hamburg, other Test Facilities, and module test stands will continue to serve as test beds for new developments and experiments in SCRF technology, beam and light physics, and associated developments such as instrumentation and diagnostics.

(b) the Collaboration will support and encourage free and open exchange of scientific and technical knowledge, expertise, engineering designs, and equipment.

Article 2 Organisation

(1) The Collaboration is based on cooperative work on SRCF accelerator technology by research groups at Collaboration Member's laboratories and Test Facilities.

(2) The organisation rests on the following structures:

- The Collaboration Board
- The Technical Board.

Article 3 Collaboration Board

(1) The Collaboration Board (CB) shall set the overall policy of the Collaboration. In particular the Board shall:

(a) Review and approve, on behalf of Members, new members of the Collaboration,

(b) Take appropriate measures to aid in coordination of SCRF research efforts and to maximize their utility for the SCRF-based accelerator community at large, and

(c) Communicate with the relevant parties responsible for XFEL, ILC, and other projects concerning the activities of the Collaboration so as to maximally contribute to their rapid and effective project execution.

(2) The CB shall be comprised of a Director or a representative from each of the Member institutions.

(3) The CB shall be chaired by the Chairperson of the Collaboration.

(4) Decisions in the CB shall be taken by unanimous vote

(5) Meetings of the CB will be held at least twice a year. The agenda and the documents relevant to the agenda will be made available to the collaborating institutions at least two weeks prior to the meeting.

Article 4 Technical Board

(1) The activities of the Collaboration are structured into technical areas of interest (e.g. cavity R&D, module development, RF control, etc). The technical areas shall be defined by the CB, in consultation with the leaders of the major projects using SCRF technology, such as the XFEL or the ILC.

(2) The Technical Board (TB) shall be composed of the coordinators of the technical areas and the spokespersons of the various Test Facilities or persons designated by them. The members of the TB are appointed by the CB.

(3) The TB shall provide advice to the Collaboration on technical activities toward reaching the goals of the Collaboration Mission. To these ends, the TB will:

(a) compile information on the technology activities in different technical areas,

(b) provide findings and recommendations to the CB

(4) The recommendations described in 3) above shall be considered as suggestions to the SCRF accelerator community at large.

(5) The TB shall meet at each Collaboration meeting or more frequently if need arises.

Article 5 Collaboration Membership

(1) Institutions which were members of the TESLA Collaboration (listed in Appendix 1) will become Members of the TESLA Technology Collaboration upon signing this MOU, without further action by the CB.

(2) New Institutions which desire to join the TESLA Technology Collaboration will present a proposal for their membership to the CB and will become members of the Collaboration upon approval by the CB and following receipt of the signature of an authorized representative on page 6 of this MOU agreeing to the MOU terms.

(3) A Collaboration Member may leave the Collaboration. Details of the termination of membership will be worked out with the Chair of the CB and approved by the CB.

Article 6 Intellectual Property

(1) Subject to the provisions of laws applicable to Member Institutions and subject to the agreement of possibly involved third parties the Members will make all efforts to make available to each other free of charge, in writing or in any other appropriate form, the knowledge in their possession relevant for the purposes of the Collaboration. They will not hold each other liable for exactness or completeness of information, which they will transmit according to their best knowledge.

(2) Each Member may use scientific or technical information generated in the frame of the Collaboration for its own internal research and development purposes, free of charge. Any commercial use of any such information shall be the subject of a separate agreement to be negotiated by the Members on a case-by-case basis. Each of the Members may in principal

share information generated by work in the frame of this Collaboration with other institutions, except for proprietary or confidential information.

(3) Knowledge, information, or material that is expressly designated and marked as “Proprietary” or “Confidential” shall not be disclosed to any party without the explicit consent of the proprietor. Members shall use best efforts to prevent the disclosure to unauthorized third parties of any such Proprietary or Confidential information.

(4) Inventions developed solely by personnel of one Member belong exclusively to that Member.

(5) Joint inventions belong to each of the Members whose personnel have made them. Such Members shall (a) discuss the circumstance of the Joint Invention; (b) prepare an invention disclosure relating to the Joint Invention, if not already accomplished; and (c) if each of such Members deem it appropriate, prepare and file one or more patent applications covering the Joint Invention. Such Members shall determine by mutual agreement payment of costs for filing and maintaining such patent applications.

(6) The contributions of a Member having left the Collaboration will remain at the disposal of the Collaboration until the relevant technology project is terminated.

Article 7 Publications

Members shall adhere to their own publication rules. Work that has been done by the Collaboration as a whole, or represents the effort of several institutions of the Collaboration, will follow guidelines set by the CB for publication in refereed journals.

Article 8 Disputes

Disputes between the Members concerning the application of the present MOU will be settled amicably by the CB.

Article 9 Changes to this Agreement

This MOU can be amended by unanimous agreement of the CB.

Article 10 Entry into Force and Termination

This MOU shall enter into force upon the date of the signature by the Member and the Chair of the CB.

For the TESLA Technology Collaboration	**For the Member Institution**
……	……
Dr. Hans Weise Chairman of TTC	
Signature, date	Signature, date