



L'anno duemilasedici, addì **5 luglio** alle ore 15.30, a seguito di regolare convocazione trasmessa con nota prot. n. 0048026 del 30 giugno 2016, nell'Aula Organi Collegiali si é riunito il Senato Accademico per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

.....**o m i s s i s** .....

**Sono presenti:** il Rettore, prof. Eugenio Gaudio ed i componenti del Senato Accademico: prof. Masiani, Pro Rettore Vicario, prof. Stefano Biagioni, prof.ssa Maria Rosaria Torrisi, prof.ssa Emma Baumgartner, prof. Davide Antonio Ragozzino, prof.ssa Alessandra Zicari, prof. Giorgio Graziani, prof. Stefano Catucci, prof. Giuseppe Piras, prof.ssa Stefania Portoghesi Tuzi, prof.ssa Beatrice Alfonzetti, prof.ssa Matilde Mastrangelo, prof. Alessandro Saggiaro, prof. Giorgio Piras, prof. Emanuele Caglioti, prof.ssa Maria Grazia Betti, prof. Felice Cerreto, prof. Giorgio De Toma (entra alle ore 16.33), prof.ssa Susanna Morano, prof. Marco Biffoni, prof. Giuseppe Santoro Passarelli (entra alle ore 16.06), prof. Augusto D'Angelo, prof. Mauro Rota, Rappresentanti del personale: Pietro Maioli, Beniamino Altezza (entra alle ore 16.33), Roberto Ligia, Tiziana Germani, Carlo D'Addio e i Rappresentanti degli studenti: Alessio Folchi (entra alle ore 16.17), Maria Giacinta Bianchi, Alessandro Cofone, Matteo Catananti, Francesco Mosca, Tiziano Pergolizzi.

**Assistono:** il Direttore Generale, Carlo Musto D'Amore, che assume le funzioni di Segretario, i Presidi: prof. Giuseppe Ciccarone, prof. Paolo Ridola, prof. Fabrizio Vestroni, prof. Anna Maria Giovenale, prof. Marco Listanti, prof. Vincenzo Nesi, prof. Stefano Pietro Luigi Asperti, prof.ssa Raffaella Messinetti, prof. prof. Cristiano Violani, prof. Paolo Teofilatto, prof. Sebastiano Filetti, e i Prorettori: Antonello Folco Biagini, Teodoro Valente, Bruno Botta, Gianni Orlandi e Tiziana Pascucci.

**Il Presidente, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita ed apre la seduta.**

.....**o m i s s i s** .....



SAPIENZA  
UNIVERSITÀ DI ROMA

Senato  
Accademico

Seduta del

- 5 LUG. 2016

## USER AGREEMENT SAPIENZA – UCHICAGO ARGONNE LLC

Il Presidente sottopone all'esame del Senato Accademico la seguente relazione predisposta dall'Ufficio Valorizzazione e Trasferimento Tecnologico dell'Area Supporto alla Ricerca.

E' pervenuta da parte di UCHICAGO ARGONNE LLC, gestore degli Argonne Laboratory LLC (struttura di proprietà governativa) operante sotto l'egida dell'U.S. Department of Energy ("DOE") una proposta di *User Agreement*, con valenza di accordo quadro, che si sottopone all'approvazione di questo Consesso, destinata a regolare i rapporti istituzionali tra tale Ente e Sapienza al fine di definire le modalità di accesso e di svolgimento delle attività dei ricercatori che fanno richiesta di utilizzo delle strutture e dei laboratori di tale Ente (*facilities*).

La proposta scaturisce dall'iniziativa del Dott. Vincenzo Stagno, ricercatore afferente al Dipartimento di Scienze della Terra, il quale intende svolgere esperimenti presso tali strutture e, in particolare, presso l'Advanced Photon Source.

A tal proposito, così come specificato nella nota del 13 giugno u.s. (in allegato), la prassi seguita a livello internazionale da Argonne Laboratory LLC è quella di concludere un accordo quadro con l'Istituzione interessata al fine di regolare tutti gli attuali e potenziali rapporti legati alle iniziative dei ricercatori coinvolti nell'utilizzo di tali strutture (*users*).

In considerazione di ciò, si sottopone all'approvazione di questo Consesso, la bozza di "*Non Proprietary User Agreement*", destinato a regolare le garanzie, le modalità e i termini di accesso ed utilizzo degli aspetti relativi alla proprietà intellettuale, e di cui si riportano schematicamente le principali condizioni:

- possibilità di accesso e di utilizzo di strutture e laboratori da parte degli *users* (nello specifico ricercatori di Sapienza);
- sottoposizione delle attività svolte dai medesimi alla supervisione tecnica ed amministrativa da parte di Argonne, in riferimento alla sicurezza, protezione ambientale, accesso alle informazioni, riservatezza. ecc.;
- normazione sull'uso e il regime di proprietà dei materiali utilizzati con la possibilità per gli *users* sia di utilizzare proprio materiale, sia di avvalersi delle *facilities* dei laboratori;
- *disclosure* reciproca e condivisione delle invenzioni, del copyright dei risultati delle ricerche, degli esperimenti effettuati, attraverso specifici reports da presentare al DOE (Department of Energy);
- co-titolarità dei risultati congiunti e riconoscimento della titolarità delle proprie invenzioni;
- concessione al Governo USA di una licenza di uso delle informazioni, delle invenzioni e dei risultati derivanti dalle attività svolte dagli *users*.

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Il Direttore

Prof. Vincenzo Stagno

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Ufficio Valorizzazione e Trasferimento Tecnologico

Ufficio dell'Ufficio

Relazioni



SAPIENZA  
UNIVERSITÀ DI ROMA

Senato  
Accademico

Seduta del

- 5 LUG. 2016

L'accordo non prevede oneri diretti da corrispondersi a UChicago Argonne LLC.

Il Dipartimento di Scienze della Terra, nella seduta del 24.06.16, tenuto conto dell'importanza strategica della collaborazione con gli Argonne Laboratories, dell'unicità delle attrezzature scientifiche presenti presso detti laboratori, dell'opportunità di consentire al Dott. Stagno di proseguire le proprie attività di collaborazione scientifica pluriennale con tali predetti Laboratori, ha deliberato di approvare all'unanimità l'iniziativa e la bozza di contratto di "Non Proprietary User Agreement", rimettendone l'approvazione finale agli OO.DD. di Sapienza. Il Dipartimento ha altresì deliberato che "si farà carico di eventuali spese che saranno a carico dei fondi del Dr. Stagno".

L'accordo ha durata di cinque anni.

Allegati parte integrante:

- Bozza di "Non Proprietary User Agreement" tra Sapienza e UChicago Argonne LLC;
- Nota di Argonne National Laboratory del 13.06.16;
- Estratto delibera del Dipartimento di Scienze della Terra del 26.06.16.

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Il Direttore

Dott.ssa Sabina Licciardi

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Ufficio Valorizzazione

e Trasferimento Tecnologico

Il Capo dell'Ufficio

Dott. Daniele Riccioni



SAPIENZA  
UNIVERSITÀ DI ROMA

Senato  
Accademico

Seduta del

- 5 LUG. 2016

**DELIBERAZIONE N. 208/16**

**IL SENATO ACCADEMICO**

- LETTA** la relazione predisposta dall'Ufficio Valorizzazione e Trasferimento Tecnologico dell'Area Supporto alla Ricerca;
- VISTO** il D.lgs. n.30/2005 (Codice di Proprietà Industriale);
- ESAMINATO** il testo di "*Non Proprietary User Agreement*" proposto da UChicago Argonne, finalizzato a regolare l'accesso e l'utilizzo da parte dei ricercatori Sapienza delle strutture ed attrezzature presenti negli Argonne National Laboratories;
- VISTA** la Delibera del 24.06.16 del Dipartimento di Scienze della Terra con la quale si prende atto dell'importanza strategica della collaborazione con gli Argonne Laboratories, dell'unicità delle attrezzature presenti presso detti laboratori, nonché dell'opportunità di consentire al dott. Stagno (promotore dell'iniziativa) di proseguire le proprie attività di collaborazione scientifica pluriennale con Argonne Laboratories;
- CONSIDERATA** la rilevanza dell'iniziativa e l'utilità che tale accordo assume per tutti i ricercatori di Sapienza che intenderanno avvalersi di tali strutture;
- CONSIDERATA** la mancanza di oneri diretti e/o indiretti a carico del B.U. derivanti dall'accordo in parola;

Presenti e votanti 23: con voto unanime espresso nelle forme di legge dal Rettore, dal Pro Rettore Vicario e dai Senatori: Torrisi, Ragozzino, Zicari, Graziani, Catucci, Giuseppe Piras, Portoghesi Tuzi, Saggioro, Piras Giorgio, Caglioti, De Toma, Morano, Biffoni, Rota, Ligia, Maioli, D'Addio, Folchi, Bianchi, Cofone e Pergolizzi

**DELIBERA**

di approvare la stipula dell'Accordo denominato "*Non Proprietary User Agreement*" tra Sapienza e UChicago Argonne LLC descritto in narrativa.

Letto e approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO  
Carlo Musto D'Amore

IL PRESIDENTE  
Eugenio Gaudio

9.4

## **Non-Proprietary User Agreement**

BETWEEN

UChicago Argonne, LLC  
("CONTRACTOR")

Operator of Argonne National Laboratory (hereinafter "Laboratory") under U.S. Department of  
Energy ("DOE") Contract No. DE-AC02-06CH11357

AND

Sapienza Universita di Roma  
("USER")

(CONTRACTOR and USER are collectively, "the Parties")

The obligations of the above-identified DOE Contractor may be transferred to and shall apply to any successor in interest to said Contractor continuing the operation of the DOE Non-Proprietary User Facility involved in this User Agreement.

### **ARTICLE I. FACILITIES AND SCOPE OF WORK**

CONTRACTOR will make available to employees, consultants and representatives of USER (hereinafter called "Participants") certain Laboratory Non-Proprietary User Facilities, which may include equipment, services, information and other material, with or without Laboratory scientist collaboration, for purposes as described in the experiment proposal accepted and conducted at the designated Non-Proprietary User Facility. Additional future experiments referencing this Agreement may be submitted by USER for identified User Facilities and purposes during the term of this Agreement (see Article II). Such additional experiment proposals will be considered to be part of this Agreement upon acceptance by CONTRACTOR. Each accepted and approved experiment proposal shall set forth the Technical Scope of Work of a specific project, including deliverables, to be performed pursuant to this Agreement. The scope of work shall not be considered proprietary information and shall be publicly releasable.

### **ARTICLE II. TERM OF THE AGREEMENT**

This Agreement shall have a term of five (5) years from the effective date. The term of this Agreement shall be effective as of the date on which it is signed by the last of the Parties.

### **ARTICLE III. COST, BILLING AND PAYMENT OF EXPENSES**

- A. Each party will bear its own cost and expenses associated with this agreement.
- B. USER will coordinate with the CONTRACTOR to prepare an estimated cost applicable for potential limited support services from CONTRACTOR as requested by USER, and set up a User Account before beginning an accepted and approved experiment.
- C. CONTRACTOR will invoice USER at the Billing Address submitted by User, and USER will pay each such invoice in accordance with the instructions set forth in the CONTRACTOR Policy and Procedure for USER Accounts.

### **ARTICLE IV. ADMISSION REQUIREMENTS**

USER and Participants are subject to the administrative and technical supervision and control of CONTRACTOR; and will comply with all applicable rules of CONTRACTOR and DOE with regard to admission to and use of the User Facility, including safety, operating and health-physics procedures, environment protection, access to information, cyber-security, hours of work, and conduct. Participants shall execute any and all documents required by CONTRACTOR acknowledging and agreeing to comply with such applicable rules of CONTRACTOR and the terms of this Agreement. Participants will not be considered employees of CONTRACTOR for any purpose.

### **ARTICLE V. PROPERTY AND MATERIALS**

USER may be permitted by CONTRACTOR to furnish equipment, tooling, test apparatus, or materials necessary to assist in the performance of its experiment(s) at the USER Facility. Such items shall remain the property of USER. Unless the Parties otherwise agree, all such property furnished by USER or equipment and test apparatus provided by USER will be removed by USER within sixty (60) days of termination or expiration of this Agreement or will be disposed of as directed by USER at User's expense. Any equipment that becomes integrated into the facility shall be the property of the Government. USER acknowledges that any material supplied by USER may be damaged, consumed or lost. Materials (including residues and/or other contaminated material) remaining after performance of the work or analysis will be removed in their then condition by USER at USER's expense. USER will return facilities and equipment utilized in their original condition except for normal wear and tear.

CONTRACTOR shall have no responsibility for USER's property in CONTRACTOR's possession other than loss or damage caused by willful misconduct or gross negligence of CONTRACTOR or its employees.

Personal property produced or acquired during the course of this Agreement shall be disposed of as directed by the owner at the owner's expense.

## **ARTICLE VI. SCHEDULING**

USER understands that CONTRACTOR will have sole responsibility and discretion for allocating and scheduling usage of the User Facilities and equipment needed for or involved under this Agreement.

## **ARTICLE VII. INDEMNITY AND LIABILITY**

- A. Personnel Relationships** - USER shall be responsible for the acts or omissions of Participants.
- B. Product Liability** - To the extent permitted by US and US State law, if USER utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then USER hereby agrees to hold harmless and indemnify CONTRACTOR and the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of USER, its assignees or licensees.
- C. General Indemnity** - To the extent permitted by US and US State law, USER hereby agrees to indemnify and hold harmless CONTRACTOR and the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or damage to or destruction of property, to the extent such liability, claims, or damages is caused by or contributed to the negligence or intentional misconduct of USER or its employees or representatives during the performance of the work under this Agreement.
- D. Patent and Copyright Indemnity—Limited** - To the extent permitted by US and US State law, USER shall fully indemnify the Government and CONTRACTOR and their officers, agents, and employees for infringement of any United States patent or copyright arising out of any acts required or directed or performed by USER under the Agreement to the extent such acts are not normally performed at the facility.
- E.** The liability and indemnity provisions in paragraphs B, C and D above shall not apply unless USER shall have been informed as soon as practicable by CONTRACTOR or the Government of the suit or action alleging such infringement, and such indemnity shall not apply to a claimed infringement that is settled without the consent of USER unless required by a court of competent jurisdiction.
- F. General Disclaimer** -  
THE GOVERNMENT AND CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE USER FACILITY FURNISHED HEREUNDER. IN ADDITION, THE GOVERNMENT, CONTRACTOR AND USER MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED

RIGHTS OF OTHERS. THE GOVERNMENT, CONTRACTOR AND/OR USER SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO USE OF SUCH FACILITIES, RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT.

*The following provisions apply to Articles VIII (Patent Rights) and IX (Rights in Technical Data) and are applicable to any privately funded work. If research subject to this Agreement is performed by the USER under a federal agency grant, cooperative agreement, or contract, then, to the extent that the Intellectual Property Provisions in the USER's grant, cooperative agreement, or contract with a federal agency are inconsistent with the terms and conditions contained in these Articles, the terms and conditions of the grant, cooperative agreement, or contract shall apply to the work performed by the USER under this Agreement. If USER is a U.S. Government Agency, rights in and to patents and copyrights of USER shall be governed by the policies and regulations pertaining to USER and its employees.*

## **ARTICLE VIII. PATENT RIGHTS**

### **A. Definitions**

1. "Subject Invention" means any invention or discovery conceived or first actually reduced to practice in the course of or under this Agreement.
2. "USER Invention" means any Subject Invention of USER.
3. "CONTRACTOR Invention" means any Subject Invention of CONTRACTOR.
4. "Patent Counsel" means the DOE Counsel for Intellectual Property assisting the DOE Contracting activity.

### **B. Subject Inventions**

CONTRACTOR and USER agree to disclose their Subject Inventions, which includes any inventions of their Participants, to each other, concurrent with reporting such Subject Inventions to DOE.

### **C. CONTRACTOR's Rights**

Except as provided below in the case of joint inventions, CONTRACTOR Inventions will be governed by the provisions of CONTRACTOR'S Prime Contract for operation of the User Facility.

### **D. USER's Rights**

Subject to the provisions herein, USER may elect title to any USER Invention and in any resulting patent secured by USER within one year of reporting the subject invention to DOE. The USER shall file a US patent application within a reasonable period of time. Where appropriate, the filing of patent applications by USER is subject to DOE security regulations and requirements.

### **E. Joint Inventions**

For Subject Inventions conceived or first actually reduced to practice under this Agreement that are joint Subject Inventions made by CONTRACTOR and USER, each Party shall have the option to elect and retain title to its undivided rights in such joint Subject Inventions.



## **F. Rights of Government**

1. USER agrees to timely assign to the Government, if requested, the entire right, title, and interest in any country to each USER Invention where USER:
  - a. Does not elect to retain such rights; or
  - b. Fails to timely have a patent application filed in that country on the USER Invention or decides not to continue prosecution or not to pay the maintenance fees covering the Invention; or
  - c. At any time, no longer desires to retain title.
2. USER shall provide the Government a copy of any application filed by USER promptly after such application is filed, including its serial number and filing date.
3. USER hereby grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the USER Invention made under said project throughout the world.
4. USER acknowledges that the DOE has certain March-in Rights to any USER Inventions elected by the USER in accordance with 48 C.F.R. 27.304-1(g) and that the USER is subject to the requirements with respect to preference for U.S. industry pursuant to 35 U.S.C. § 204 to any USER Inventions elected by the USER.
5. The USER agrees to include, within the specification of any U.S. patent applications and any patent issuing thereon covering a USER Invention, the following statement: “The Government has rights in this invention pursuant to a USER Agreement between Sapienza Università di Roma and UChicago Argonne, LLC, which manages and operates Argonne National Laboratory for the US Department of Energy under Prime Contract No. DE-AC02-06CH11357.”
6. USER agrees to submit on request periodic reports to DOE no more frequently than annually on the utilization of USER Inventions or on efforts to obtain such utilization that are being made by USER or its licensees or assignees.
7. Facilities License: USER agrees to and does hereby grant to the Government a nonexclusive, irrevocable, paid-up license in and to any inventions or discoveries, regardless of when conceived or actually reduced to practice or acquired by USER, which are incorporated in the User Facility as a result of this Agreement to such an extent that the facility is not restored to the condition existing prior to the Agreement (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such licenses with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

## **G. Invention Report and Election**

USER shall furnish the Patent Counsel a written report concerning each USER Invention within six months after conception or first actual reduction to practice, whichever occurs first. If USER wishes to elect title to the Invention, a notice of election should be submitted with the report or within one year of such date of reporting.

## **ARTICLE IX. RIGHTS IN TECHNICAL DATA**

### **A. Definitions:**

1. "Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature. Technical Data as used herein does not include financial reports, costs analyses, and other information incidental to Agreement administration.
2. "Unlimited Rights" means right to use, duplicate, or disclose Technical Data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

### **B. Allocation of Rights**

1. The Government shall have Unlimited Rights in Technical Data first produced or specifically used in the performance of this Agreement except as otherwise provided in this Agreement.
2. USER shall have the right to use for its private purposes, subject to patent, security or other provisions of this Agreement, Technical Data it first produces in the performance of this Agreement provided the data delivery requirements of this Agreement have been met as of the date of the private use of such data; and Technical Data first produced by CONTRACTOR, if any, under this Agreement. USER agrees that to the extent it receives or is given access to technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, USER shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the DOE Contracting Officer.

### **C. Deliverables**

1. USER agrees to furnish to DOE or CONTRACTOR those data, if any, which are (a) specified to be delivered in the accepted and approved experiment, (b) essential to the performance of work by CONTRACTOR personnel or (c) necessary for the health and safety of such personnel in the performance of the work. Any data furnished to DOE or CONTRACTOR shall be deemed to have been delivered with unlimited rights.
2. Upon completion or termination of the project, USER agrees to deliver to DOE and CONTRACTOR a nonproprietary report describing the work performed under this Agreement.

### **D. Legal Notice**

The following legal notice shall be affixed to each report or publication resulting from this Agreement which may be distributed by USER:

#### **DISCLAIMER NOTICE**

This document was prepared by \_\_\_\_\_ as a result of the use of facilities of the U.S. Department of Energy (DOE), which are managed by UChicago Argonne, LLC, acting under Contract No DE-AC02-06CH11357. Neither UChicago Argonne, DOE, the U.S. Government, nor any person acting on their behalf: (a) make any warranty or representation, express or implied, with respect to the information contained in this document; or (b) assume any liabilities with respect to the use of, or damages resulting from the use of any information contained in the document.

## **E. Copyrighted Material**

1. USER agrees to, and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their duties:
  - a. A royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to authorize others so to do, all copyrightable material first produced or composed in the performance of this Agreement by USER, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and
  - b. A license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by USER in the performance of this Agreement but which are incorporated in the material furnished or delivered under the Agreement, provided that such license shall be only to the extent USER now has, or prior to completion or final settlement of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
2. USER agrees that it will not knowingly include any copyrightable material furnished or delivered under this Agreement without a license as provided for in subparagraph 1(b) hereof, or without the consent of the copyright owner, unless it obtains specific written approval of the DOE Contracting Officer for the inclusion of such copyrighted materials.

## **F. Disclosure of Proprietary Data**

The USER shall not bring proprietary data into the USER facility except at USER's own risk. Any such data, regardless how it is marked, shall be deemed Technical Data and shall be treated according to this article of this Agreement.

## **ARTICLE X. LABORATORY SITE ACCESS, SAFETY AND HEALTH**

As a precondition to using CONTRACTOR facilities, Participants must complete all CONTRACTOR Site Access documents and requirements. USER and participant shall take all reasonable precautions in activities carried out under this Agreement to protect the safety and health of others and to protect the environment. Participants must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Department and CONTRACTOR, including the specific requirements of the User Facility covered by this Agreement. In the event that USER or Participant fails to comply with said regulations and requirements, CONTRACTOR may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of USER's activities at the User Facility.

## **ARTICLE XI. PERSONNEL RELATIONSHIPS**

Participants will remain employees or representatives of the USER at all times during their participation in the work under this Agreement, and shall not be considered employees of CONTRACTOR or DOE for any purpose. Participants shall be subject to the administrative and technical supervision and control of CONTRACTOR during and in connection with the Participant's activities under this Agreement.

## **ARTICLE XII. EXPORT CONTROLS**

USER acknowledges that the export of goods or Technical Data may require some form of export control license from the U.S. Government and that failure to obtain such export control license may result in criminal liability under the laws of the United States.

## **ARTICLE XIII. PUBLICATIONS**

- A.** For collaborative work, USER and CONTRACTOR will coordinate review of publication in accordance with the standard scientific publication review procedures.
- B.** USER will not use the name of CONTRACTOR or the United States Government or their employees in any promotional activity, such as advertisements, with reference to any product or service resulting from this Agreement, without prior written approval of the Government and CONTRACTOR.

## **ARTICLE XIV. DISPUTES**

The parties will attempt to jointly resolve all disputes arising under this agreement. If the parties are unable to jointly resolve a dispute within a reasonable period of time, either party may contact the laboratory's Technology Transfer Ombudsman (TTO) to provide assistance. The TTO may work directly to resolve the dispute or, upon mutual agreement of the parties, contact a third party neutral mediator to assist the parties in coming to a resolution. The costs of the mediator's services will be shared equally by the parties. In the event that an agreement is not reached with the aid of the ombudsman or mediator, the parties may agree to have the dispute addressed by neutral evaluation. The decision rendered by the neutral evaluator shall be nonbinding on the parties, and any costs incurred there from shall be divided equally between the parties. Upon mutual agreement, the parties may request a final decision by the DOE Contracting Officer. Absent resolution, either party may seek relief in a court of competent jurisdiction.

## **ARTICLE XV. CONFLICT OF TERMS**

This Agreement constitutes the primary document which governs the work described in the accepted and approved experiment proposal. In the event of any conflict between the terms of this document and any other document issued by either Party, the terms of this document shall prevail.

## **ARTICLE XVI. TERMINATION**

Either Party may terminate this Agreement for any reason at any time by giving not less than thirty (30) days prior written notice to the other Party. Notice will be deemed made as of the day of receipt. The obligations of any clause of this Agreement, which by their nature extend beyond its termination, shall remain in full force and effect until fulfilled.

**AUTHORIZED SIGNATURES:**

By signing this Agreement, the signatories attest that they are legally authorized to commit their respective institutions to this Agreement.

**FOR THE CONTRACTOR:** UChicago, Argonne LLC

**BY:** Stephen Streiffer  
(Name of Authorized Officer, typed)



**SIGNATURE**

**TITLE:** Associate Laboratory Director for Photon Sciences

**DATE:** May 24, 2016

**FOR THE USER:** Sapienza Universita di Roma

**BY:** \_\_\_\_\_  
(Name of Authorized Officer, typed)

**SIGNATURE** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_



**Susan White-DePace**

Manager, APS User Programs & ANL User Agreements

Argonne National Laboratory  
9700 South Cass Avenue, Bldg. 401  
Argonne, IL 60439

1-630-252-7172 phone  
1-630-252-9250 fax  
swd@aps.anl.gov

Eugenio Gaudio  
Rector  
Sapienza Universita di Roma  
piazza Aldo Moro, 5  
Rome, 00185  
Italy

June 13, 2016

Dear Mr. Gaudio,

Vincenzo Stagno from your institution would like to utilize the Advanced Photon Source (APS), a designated user facility at Argonne National Laboratory to conduct non-proprietary research. We request your assistance in finalizing a Master User Agreement with your institution to allow that research to begin.

**Master User Agreement**

- address liability, indemnification, intellectual property, and financial issues,
- are a prerequisite for all experimental work at Argonne, and
- cover all users from your institution (and any affiliated institutions that you identify) for research at any of Argonne's user facilities.

Please provide the names of any affiliated institutions that may also wish to use Argonne's user facilities that will be covered by your Master User Agreement.

In order to expedite the process, we have taken the liberty of preparing a Master User Agreement with your institution's name already on it, see attached. Argonne is a government-owned, contractor-operated facility operated by UChicago Argonne, LLC under contract with the Department of Energy (DOE). Use of the designated user facility is permitted after a User Agreement is fully executed by UChicago Argonne and a duly authorized representative of your institution. Master User Agreements are typically signed by an Officer of Sponsored Programs, a Research or Grants and Contracts Administrator, VP of Research, or Provost or University President—an individual with the authority to sign on behalf of the institution. Master User Agreements cannot be signed by individual departments, facilities, or centers, or by a scientist from your institution. These Master Agreements are utilized at all of DOE's user facilities across the nation and, therefore, uniformity in agreement terms are desirable and deviations are rarely allowed. The Master User Agreement is required for your institution to avail itself of the benefits of the DOE User Facility Class Waiver.

To allow your user's research to begin immediately, please sign this agreement and send a PDF via e-mail to [agreements@aps.anl.gov](mailto:agreements@aps.anl.gov) or fax a copy to 630-252-9250. Please send any questions to [agreements@aps.anl.gov](mailto:agreements@aps.anl.gov). If

you prefer to speak to someone personally, please feel free to contact Deena Wright at 630-252-4460. We look forward to receiving the completed agreement as soon as possible.

Sincerely,

A handwritten signature in cursive script that reads "Susan White-DePace".

Susan White-DePace, Manager of  
APS User Office & ANL User Agreements

cc: Vincenzo Stagno  
Enc: Non-Proprietary User Agreement

swd/dw



## STRALCIO

### VERBALE DELLA SEDUTA DEL CONSIGLIO DI DIPARTIMENTO DI SCIENZE DELLA TERRA DELL'UNIVERSITA' DEGLI STUDI DI ROMA "LA SAPIENZA"

Il Consiglio del Dipartimento di Scienze della Terra, si è riunito, ai sensi dell'art. 84 del D.P.R. 382/80 e dell'art. 5 del Regolamento del Dipartimento, **venerdì 24 Giugno 2016** alle ore 09.30 presso l'Aula Sergio Lucchesi per discutere il seguente

## ORDINE DEL GIORNO

1. Comunicazioni del Direttore
2. Approvazione verbale Consiglio del 12 maggio 2016
3. Variazioni di bilancio es. fin. 2016
4. Provvedimenti per il personale docente – Elezioni n. 1 rappresentante in Consiglio di Museo di II fascia
5. Provvedimenti per il personale tecnico-amministrativo
6. Provvedimenti per la didattica
7. Provvedimenti amministrativi – Ripartizione contributi per laboratorio e biblioteche 2015
8. Provvedimenti organizzativi
9. Provvedimenti per l'edilizia
10. Autorizzazioni di spesa
11. Contratti e convenzioni
12. Affidamenti incarichi per prestazioni professionali e contratti di collaborazione
13. Assegni di Ricerca e Borse di Studio





- 14. Dottorato di Ricerca
- 15. Discarico inventariale
- 16. Varie ed eventuali

Sono presenti i seguenti **professori ordinari e straordinari**: Fredi, Scarascia Mugnozza.

Assenti giustificati: Chiocci, Corda, Doglioni, Nicosia.

Non sono pervenute le giustificazioni di: Bozzano, Milli.

Sono presenti i seguenti **professori associati**: Ballirano, Brandano, Collettini, Davoli, Del Monte, Gaeta, Gianfagna, Lustrino, Palladino, Petitta, Pignatti, Raffi.

Assenti giustificati: Andreozzi, Barbieri, Carminati, Castorina, Ciccacci, Maras, Martino, Mollo, Palombo, Santantonio.

Non sono pervenute le giustificazioni di: Battaglia.

Sono presenti i seguenti **ricercatori**: Aldega, De Vito, Di Filippo, Esposito, Manni, Mignardi, Ronca, Sardella, Troiani.

Assenti giustificati: Di Bella, Trippetta.

Non sono pervenute le giustificazioni di: Bigi, Bosi, Casalbore, Della Seta, Preite Martinez, Stagno.

E' presente il **Responsabile Amministrativo Delegato** Dott.ssa Margherita Marocchini.



Sono presenti i seguenti **rappresentanti del personale tecnico-amministrativo**:  
Coltellacci, Coppola, Gaglianone, Macchioni, Macri, Maniscalco, Salvati M.

Assenti giustificati: Bosco.

Non sono presenti i **rappresentanti degli Studenti dei corsi di Dottorato**:  
Lombardi, Smeraglia, Stelluti.

Non sono presenti i rappresentanti degli **Assegnisti di ricerca**: Falese, Mazzanti, Sbarbati.

I tre **rappresentanti degli Studenti** hanno conseguito la laurea, pertanto non hanno più il titolo di rappresentanti.

Presiede il Direttore del Dipartimento Prof. Gabriele Scarascia Mugnozza, esercita le funzioni di Segretario la Dott.ssa Margherita Marocchini.

Allegati: 1) copia convocazione, 2) firme presenze, 3) giustificazioni.

Alle ore 9.45, constatata la presenza del numero legale, il Direttore apre la seduta.

.....omissis.....

**Si passa al punto 7 all'o.d.g.**

## **7. Contratti e convenzioni**

....omissis...

Il Direttore chiede al Consiglio di deliberare in merito alla richiesta, presentata dal dott. Vincenzo Stagno, di svolgere esperimenti presso Argonne National Laboratory (US), senza costi previsti a carico dell'amministrazione, mediante la formale sottoscrizione di un



“Non Proprietary User Agreement” (allegato). Tale delibera dovrà essere portata successivamente in approvazione in SA e CdA, secondo quanto espressamente richiesto dall’amministrazione di Argonne Lab tramite la corrispondenza intercorsa con gli uffici dell’Area Supporto alla Ricerca di Sapienza, per le deliberazioni di competenza e la successiva firma da parte del Rettore del predetto Non Proprietary User Agreement. Al riguardo e ad ogni buon conto, il Dipartimento si farà carico di eventuali spese che saranno a carico dei fondi del Dr. Stagno.

Il Direttore sottolinea i seguenti aspetti che rendono opportuna l’approvazione della delibera per le successive determinazioni degli Organi di Governo dell’Ateneo:

- importanza strategica della collaborazione con gli Argonne Laboratories, sia a livello di Dipartimento che di Ateneo;
- unicità delle attrezzature scientifiche presenti presso detti laboratori;
- opportunità di consentire al dott. Stagno di proseguire le proprie attività di collaborazione scientifica pluriennale con Argonne Laboratories.

Pertanto il Direttore sottopone al Consiglio la seguente delibera.

Il Consiglio di Dipartimento di Scienze della Terra, tenuto conto:

- dell’importanza strategica della collaborazione con gli Argonne Laboratories, sia a livello di Dipartimento che di Ateneo
- dell’unicità delle attrezzature scientifiche presenti presso detti laboratori
- dell’opportunità di consentire al dott. Stagno di proseguire le proprie attività di collaborazione scientifica pluriennale con Argonne Laboratories,

approva, all’unanimità, la documentazione presentata dal Dott. Vincenzo Stagno e la presente delibera per il previsto inoltro agli Organi di Governo dell’Ateneo per le



successive, necessarie deliberazioni in merito alla firma, da parte del Rettore, del Non Proprietary User Agreement.

Il Direttore chiede l'approvazione dello stralcio di verbale. Il Consiglio approva all'unanimità.

....omissis....

Il Responsabile Amministrativo Delegato

(Dott.ssa Margherita Marocchini)

Il Direttore del Dipartimento

(Prof. Gabriele Scarascia Mugnozza)