

Terms of Reference for the Long-Term Visitor Program of GANIL.

Having regard to the applicable reference regulations,

CLAUSE 1 - PURPOSE OF THE PRESENT AGREEMENT AND DURATION

The present document defines the terms and conditions of managing and funding GANIL's hosting of personnel during international scientific collaboration missions.

The missions must be based on a GANIL project.

CLAUSE 2 - DEFINITIONS

“Home Laboratory” is the institute to which the beneficiary is attached.

“Host laboratory” is GANIL that hosts the beneficiary.

CLAUSE 3 - BENEFICIARY OF THE AGREEMENT

“Beneficiary” is considered to be any “scientific or technical expert” working on a collaborative project of GANIL.

Beneficiaries of the present agreement shall remain dependent on their employer who shall remunerate them for the entire time they are working at the host laboratory. Beneficiaries shall have an insurance coverage for healthcare costs.

The home laboratory shall guarantee compliance with all procedures and rules regarding the scientist's entry and period of residence in the host territory. The host laboratory shall ensure the home laboratory complies with these rules and procedures.

CLAUSE 4 - APPLICABLE PROCEDURES

Whatever the length of the stay, the beneficiary shall provide GANIL with the following:

- authorisation to stay in France or a valid identity document;
- contact details for his/her research unit: manager's name, title, address and phone numbers;
- reason for the stay and an accurate description of his/her activity;
- start and end dates of the stay;
- a contract of employment or certification from the employer;
- a certificate of civil liability insurance;
- social security or social cover certification or a European Health Insurance Card;
- medical fitness certificate;
- personal address;
- emergency contact number.

A letter of engagement will be issued by GANIL. It shall mention the dates of the stay, the purpose, the terms and conditions of transport and accommodation and any other provisions. It will be signed by the direction of GANIL, the beneficiary and his or her home institute.

The laboratory of origin guarantees compliance with the applicable regulations in its country of origin.

CLAUSE 5 - PROCEDURE OF THE LONG-TERM VISITOR PROGRAMME

GANIL shall launch a yearly call for long-term visitor programme. The call will be published on the website of GANIL, the GANIL user mailing list and appropriate social networks, before summer.

GUEC shall give a ranking of the different candidates, following the scientific project and the candidate quality during their autumn meeting. Following the available budget, GANIL direction shall validate the ranking and distribute the fellowships.

CLAUSE 6 - DURATION OF THE MISSIONS AND REIMBURSEMENT OF EXPENSES

The duration of the missions in the hosting framework shall be between 2 and 9 months. The mission may be renewed up to a maximum duration of 36 months.

As the host laboratory, GANIL shall reimburse the cost of board, lodging and transport for the beneficiaries and members of their family, their spouse and dependent children (a copy of the family record book or other equivalent proof must be provided in this case) as follows:

- Accommodation and living costs: €2,700 (flat rate) per month upon presentation of proof of accommodation (rent receipt). An additional 5% shall be provided for each family member.
- Transport (see Annex).
A round trip, “to and from”: €2,000 maximum upon presentation of proof, including reimbursement of the costs of moving personal belongings;

An additional round trip for missions lasting more than 6 months: €1,000 maximum upon presentation of proof.

FUNDING ARRANGEMENTS:

The €2,700 flat rate and any additional payments shall be paid by transfer to the beneficiary's personal bank account.

For each trip, the beneficiary shall keep all proof of expenses incurred in order to request reimbursement. This proof must be original invoices, for valid expenses incurred. Beneficiaries may request repayment of certain additional expenses upon presentation of proof: toll charges and parking fees.

The beneficiary shall send his/her full file to GANIL's missions service which will draw up a statement of expenses according to the claim sheet filled in and signed by the beneficiary.

CLAUSE 7 - RESPONSIBILITIES

Beneficiaries are subject to GANIL regulations and health and safety rules.

GANIL shall provide the beneficiary with the resources required to fulfil his/her mission: scientific and technical equipment, office, administrative support, etc.

CLAUSE 8 - INTELLECTUAL PROPERTY

The provisions in the bilateral scientific partnership agreement between the laboratory of origin and GANIL on intellectual property apply in the context of this mobility agreement.

CLAUSE 9 - DISPUTES

Any dispute between the parties arising out of this agreement, including the issue of its validity shall be settled amicably. Otherwise the dispute will be submitted, at the request of one of the parties, to arbitration

CLAUSE 10 - GOVERNING LAW

The present agreement is governed by French law.

ANNEX - TRANSPORT

PUBLIC TRANSPORT

Preference will be given to public transport by rail or air.

- Rail transport

Second class tickets for all beneficiaries whatever their category. Exceptionally, first class tickets may be used if there are advantageous commercial offers.

- Air travel

Air travel is authorised on scheduled flights with companies licensed for public passenger transport. All beneficiaries shall travel “economy” class. First class and business class are excluded. Preference must be given to low cost fares. Reservations for certain destinations made well in advance may benefit from lower rates than the train.

HIRED VEHICLE OR OWN VEHICLE

The use of a hired vehicle may also be authorised if the beneficiary has to travel with bulky equipment.

Hired vehicles may only be economy class vehicles (the category may vary according to the number of people carried or the distance travelled).

If an own vehicle is used, the beneficiary is responsible for insuring it with specific guarantees. GANIL cannot be held liable if an accident occurs during a mission. Any damage resulting from an accident with an own vehicle shall remain the beneficiary's responsibility (repair, excess and any penalties (malus)). Before departing on an assignment, the beneficiary shall provide GANIL with a certificate of insurance to prove compliance with all these conditions and a copy of his/her driving licence and car registration document. Travel in own vehicles will be reimbursed on the basis of the same trip by train, travelling 2nd class.