



Agreement

between the

Swiss Confederation

represented by the

**State Secretariat for Education,
Research and Innovation SERI**
Einsteinstrasse 2, 3003 Bern,

referred to below as **SERI**

and the

Federal Institute of Technology Lausanne
Ecublens
1015 Lausanne

referred to below as the **EPFL**

and the

PSI Paul Scherrer Institute
5232 Villigen PSI

referred to below as the **PSI**

relating to the

“Swiss ILO Office”

Entry into force – 01/01/2015

Details of the persons responsible:

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Preamble

Switzerland is a member of various international research organisations (IROs), in particular in the following fields:

- *Nuclear fusion*, in particular the ITER Organisation (IO) and Fusion for Energy (F4E)
- *Particle physics*, in particular CERN
- *Physics of materials*, in particular the European Synchrotron Radiation Facility (ESRF), Institut Laue-Langevin (ILL), European X-Ray Free Electron Laser (European XFEL), and European Spallation Source (ESS)
- *Astrophysics*, in particular the European Southern Observatory (ESO)

Other IROs could be added to this list in the future, pursuant to **objective 1a of the Switzerland's international strategy in the field of education, research and innovation**, approved by the Federal Council on 30 June 2010.

Switzerland pays contributions to the budget of the above-mentioned IROs. In return, its status as a member allows scientists based in Switzerland to participate in experiments conducted by these IROs and to use their infrastructures on favourable terms. **This status also gives Swiss companies and research institutes the right to respond to invitations for bids issued by the IROs.** These invitations for bids relate primarily to research and development in the field of cutting-edge technology, to services, or to civil engineering projects. The award of contracts by the IROs to Swiss entities allows part of the funding that Switzerland contributes to the budget to be returned to the national economy. In addition, by carrying out the mandates issued by the IROs, Swiss companies and research institutes develop their technological expertise for the benefit of industry and science. **It is therefore in Switzerland's interest to encourage relations between Swiss companies and research institutes on the one part and the IROs on the other.** This encouragement is best provided by an **Industrial Liaison Officer or ILO.**

Based on

- the Federal Act of 14 December 2012 on the Promotion of Research and Innovation (RIPA, RS 420.1; Art. 28 para. 2 let. a and Art. 29 para. 1 let. f)
- the Ordinance of 29 November 2013 to the Federal Act on the Promotion of Research and Innovation (O-RIPA, RS 420.11 ; Art. 50)
- the Ordinance of 12 September 2014 on Measures for Swiss Participation in the European Union Framework Programme for Research and Innovation (RIPPO, RS 420.126 ; Art. 3 and 7 para. 2),

the three signatory parties (SERI, EPFL, PSI) agree to establish a service known as the “Swiss ILO Office”, while encouraging Swiss participation in establishing and running international research facilities and research infrastructures coordinated at international level, in particular the IROs.

In particular, the “Swiss ILO Office” aims to:

- establish and maintain a network of research institutes and Swiss businesses whose services, products or activities target the IROs ;
- provide this network with targeted information on invitations for bids issued by the IROs and advice on how to respond;
- promote among the IROs the services, products or activities offered by the members of this network, for example in ILO meetings organised by certain IROs, or other similar settings;
- determine the amounts invested in Switzerland by the IROs and follow their progress;
- encourage an increase in the number of positions held by Swiss citizens in the IROs ;

The supervision of the “Swiss ILO Office” is the responsibility of research bodies and and research centres in terms of articles 4 and 5 of the RIPA, and/or non-profit organisations interested in the activities of the “Swiss ILO Office”.

The level and the field of activities of the “Swiss ILO Office” depend on the impact of its activities on the parties concerned in Swiss industry and science.

For this purpose, the three signatory parties agree on the following provisions:

1 Principles

This Agreement

- sets out the responsibilities and the procedures of the *Committee* of the “Swiss ILO Office” and de son *Secretariat* (Art. 2) ;
- sets out the responsibilities of *the Host* to the “Swiss ILO Office” (Art. 3) ;
- sets out a framework for financing the “Swiss ILO Office” (Art. 4) ;
- regulates the supervisions of the “Swiss ILO Office” (Art. 5).

This Agreement is open for parties, including the three signatory parties, to join or leave. The formalities for joining or leaving are regulated in Article 6. When used below, the word parties means the parties who are valid signatories at the moment in question.

At least two parties are required for all the provisions of the Agreement to apply. If this condition is not met, the relevant provision of Article 7 applies.

The staff of the “Swiss ILO Office” are appointed by the Host, on the proposal of the *Committee*.

This Agreement does not imply any financial obligation for its parties. SERI shall however provide a Secretariat and the offices required for meetings of the *Committee* of the “Swiss ILO Office” for as long as the Agreement remains in force.

2 Committee of the “Swiss ILO Office” and its Secretariat

The *Committee* of the “Swiss ILO Office” (referred to below as the *Committee*) is the supervisory authority for the “Swiss ILO Office”.

The *Committee* has the following tasks:

- to supervise the “Swiss ILO Office” according to the provisions of Art. 5
- to choose where the “Swiss ILO Office” is based (*Host*), and the hosting period.
- to propose the allocation of staff to the “Swiss ILO Office”, participate in the recruitment process as coordinated by the Host, and suggest potential candidates to the Host.
- to analyse the impact of the activities of the “Swiss ILO Office” on the parties concerned in Swiss industry and science and to evaluate the importance of continuing these activities, particularly before each new hosting period.

The *Committee* is made up of at least one representative for each party. It cannot validly meet unless each party is represented. It takes its decisions by consensus.

SERI shall provide the *Committee* with a *Secretariat*. The *Secretariat* convenes and organises the meetings of the *Committee*, compiles and distributes the documents required, prepares the agenda and takes minutes of the meetings.

The *Committee* meets at least twice a year, in the first and the fourth quarter, or at the request of one of the parties. As a general rule, its meetings take place in Bern, at the offices of SERI.

The staff of the “Swiss ILO Office” may be invited by the *Committee* to participate in its meetings as observers.

Each party shall notify the *Secretariat* of the name and the contact details of its representatives on the *Committee* as quickly as possible. The parties may appoint deputy representatives.

3 Host of the “Swiss ILO Office”

The *Host* of the “Swiss ILO Office” (referred to below as the *Host*) is the employer for a defined period (referred to below as the hosting period) of the staff of the “Swiss ILO Office”. It must be chosen from among the parties.

A party can be *Host* for an indefinite number of periods. However no single hosting period can exceed 4 years.

The *Host* provides the “Swiss ILO Office” with the logistical resources required to carry out its tasks (offices, secretariat, infrastructure, etc.). The relevant costs (*Host’s indirect costs*) may be paid by the *Host* or by other parties. These costs do not include *Host’s* expenses incurred in participating in meetings of the *Committee*.

Although the “Swiss ILO Office” is based at the *Host*, the staff of the “Swiss ILO Office” are expected to visit the other parties regularly. The *Committee* regulates the details.

4 Choice of *Host* and Financing the “Swiss ILO Office”

One year prior to the end of the ongoing hosting period, the *Secretariat* shall invite the parties to submit expressions of interest in serving as *Host* for the next hosting period. The expressions of interest shall indicate the estimated operating costs of the “Swiss ILO Office” during the hosting period, including the *Host's indirect costs*. The *Secretariat* shall provide the parties with a form.

Based on the expressions of interest received, the *Committee* shall identify a potential *Host* for the next hosting period. The *Secretariat* shall invite the parties to contribute to covering the estimated costs of the potential *Host* and shall collect the offers. These are attached to the expression of interest submitted by the potential *Host*.

If SERI decides to contribute to the costs, it shall conclude a subsidy contract with the potential *Host* for the hosting period, on the basis of the expression of interest submitted by the *Host*. SERI may only contribute to the costs if the potential *Host* is legally entitled to receive the subsidies.

The *Committee* only chooses a *Host* when all the financing for the “Swiss ILO Office” is guaranteed for the entire hosting period. If a hosting period ends without the financing for the following period being guaranteed by the parties, the relevant provisions of Article 7 apply.

During a hosting period, a party may propose that the *Committee* increase the financing for the “Swiss ILO Office”, for example to increase its numbers of staff. If the proposal is accepted, the *Secretariat* shall invite the parties to contribute to this increase. The *Committee* shall only approve the increase if the required financing is guaranteed.

5 Supervision of the “Swiss ILO Office” by the *committee*

The *Committee* has two annual instruments for supervising the “Swiss ILO Office”:

- The Mission Statement
- The Annual Report

In the Mission Statement, the *Committee* indicates to the “Swiss ILO Office” the activities that it should concentrate on the following year, as well as the time that the “Swiss ILO Office” should spend at each party. The *Committee* normally adopts this document at its regular meeting in the fourth quarter. The “Swiss ILO Office” shall participate in the preparation of the Mission Statement.

In the Annual Report, the “Swiss ILO Office” reports to the *Committee* on its activities. The document must contain a summary of investments in Switzerland agreed to by the IROs, and a forecast of possible future investments. The *Committee* generally examines this document at its regular meeting in the first quarter. It shall take account in its examination of the Annual Report of compliance with the relevant Mission Statement.

The *Committee* advises the “Swiss ILO Office” on the desired format and content of the Annual Report. The “Swiss ILO Office” may include in the Annual Report any matter that it deems worthy of bringing to the *Committee's* attention.

The *Committee* may request additional reports in the Mission Statement.

If SERI concludes a subsidy contract with the *Host*, provisions on reports are also set out therein.

The *Host* shall consult the *Committee* before approving a request for a business trip outside Europe submitted by the staff of the “Swiss ILO Office”.

6 Joining and leaving the Agreement

The Agreement is open to research bodies and centres in terms of articles 4 and 5 of the RIPA, or other non-profit organisations interested in the activities of the “Swiss ILO Office”.

If such an institution is interested in becoming a party, it must submit a request to join the Agreement. The *Committee* shall examine the request to join, then propose or refuse entry. The *Committee* may not make entry subject to financial requirements. Joining is formalised by a protocol to this Agreement, signed by all the parties and by the new member.

Any party may leave the Agreement at the end of a hosting period. Notice to this effect must be sent to the *Secretariat* 6 months at the latest before this date. Leaving is formalised by a protocol to this Agreement, signed by all the parties.

7 Final provisions

This Agreement enters in force retrospectively on 1 January 2015, as soon as it has been signed by the three signatory parties. The Agreement remains in force for as long as the financing of the “Swiss ILO Office” is guaranteed for at least one hosting period by the parties, and provided there are two or more parties. If either of these two conditions is not confirmed at the end of a hosting period, the *Committee* shall suspend the Agreement. The Agreement remains deposited with SERI, and is reactivated when the financing of the “Swiss ILO Office” can be guaranteed for a hosting period.

The Director of SERI may terminate this Agreement and its protocols definitively no less than 3 years after the end of the last hosting period. He shall inform the parties of his intention 6 months before making the final decision. If they wish, the parties may propose alternative solutions to the Director of SERI.

Amendments may be made to this Agreement by a protocol signed by all the parties. Four copies of this Agreement shall be signed. Two are deposited with SERI, one with the EPFL and one with the PSI. SERI shall provide a German translation of the Agreement.

SERI
Mauro Dell’Ambrogio
Secretary of State

EPFL
Ambrogio Fasoli
Director of the CRPP

PSI
Joël Mésot
Director

Bruno H. Moor
Head of Division

Minh Quang Tran
Deputy Director of the CRPP

Thierry Strässle
Head of Administrative Staff

Bern,

Ecublens,

Villigen,