MEMORANDUM OF UNDERSTANDING BETWEEN THE FERMI NATIONAL ACCELERATOR LABORATORY AND

JOHANNES GUTENBERG UNIVERSITY MAINZ CONCERNING JOINT APPOINTMENTS IN THE AREA OF NEUTRINO PHYSICS

The Fermi National Accelerator Laboratory, a national laboratory of the Department of Energy of the United States of America managed and operated by Fermi Research Alliance, LLC (Fermilab), and Johannes Gutenberg University Mainz (JGU), hereinafter individually referred to as a "Participant" and collectively referred to as the "Participants":

RECOGNIZING their mutual interest in promoting a closer research collaboration in particle physics, particularly in the area of neutrino physics, and in establishing one or more joint scientific appointments (hereinafter "Joint Appointments") between Fermilab and JGU,

Have reached the following understanding:

- 1. Each Joint Appointment position is intended to be in the JGU Department of Physics at the level of Full Professor with tenure, and at Fermilab at the level of a Scientist.
- 2. The Participants intend for JGU to serve as the home institution for any joint appointee and to be responsible for conducting the search and selection process in accordance with JGU's standard practice for faculty appointments, subject to additional consultations between the Participants during the hiring and selection process as follows:
 - a. Consultations to jointly develop the description for the position, including the goals of the Joint Appointment and the selection criteria.
 - b. Consultations during the search process, which may include Fermilab representation on the faculty search committee at JGU.
 - c. Consultations between the search committee chair, the President of JGU, and the Director of Fermilab about the short list of prospective candidates before a final selection is made.
 - d. The Director of Fermilab is expected to be offered the opportunity to interview the selected candidate prior to JGU extending a formal offer of employment to the candidate.

- 3. The Participants intend that each Joint Appointment itself be executed and funded through a separate written agreement, in accordance with Fermilab's standard procurement processes for funding a shared resource and the Participants' other respective policies and procedures, once a candidate has been selected. The Participants understand that any such written agreement should incorporate the following principles:
 - a. Each Participant intends to support approximately half of the joint appointee's twelve (12) month academic salary and benefits, including any collectively bargained increments to salary, commensurate with the percentage of time that the joint appointee spends working with each Participant, which is anticipated at 51% JGU, 49% Fermilab.
 - b. Any additional incentives that the Participants mutually decide upon before such incentives are offered, such as:
 - i. Support for postdoctoral associate equivalent scientists or funds for materials and services for up to three(3) years; and
 - ii. Travel to attend scientific conferences, workshops, or meetings.
 - c. Each Participant intends to provide the joint appointee with reasonable office space, research space, and associated resources at its respective facility.
 - d. Each Joint Appointment is intended to have an initial duration of five (5) years, with the possibility of an extension by amendment to the agreement. The Participants intend for the joint appointee to revert to a regular academic appointment at JGU in the event that the Joint Appointment status is not extended, or is otherwise so mutually decided in connection with expiration or discontinuation of this Memorandum of Understanding (MOU) in accordance with paragraph 11 of this MOU.
- 4. The Participants intend that any research published by the joint appointee, and/or any postdoctoral associate or student(s) conducting work under the joint appointee's direction, acknowledge affiliations of both Participants, and be otherwise consistent with the requirements of both Participants.
- 5. To coordinate the activities under this MOU, each Participant intends to designate a contact person to whom any correspondence may be addressed.
- 6. Except as otherwise specified in separate written agreements for Joint Appointments, each Participant is responsible for the costs it incurs in participating in cooperative activities under this MOU, it being understood that such costs are subject to the availability of appropriated funds, personnel, and other resources.

- 7. Each Participant intends to conduct cooperative activities under this MOU in accordance with applicable laws and regulations to which it is subject, and international agreements to which its Government is party.
- 8. This MOU does not create any legally binding obligations between the Participants.
- Cooperative activities under this MOU may commence upon signature and continue for a period of five (5) years, unless discontinued consistent with paragraph 10. This MOU may be modified or extended by mutual written decision of the Participants.
- 10. The Participants may discontinue this MOU at any time by mutual written decision. Alternatively, a Participant that wishes to discontinue its participation in activities under this MOU is expected to provide the other Participant with at least 90 days advance written notice.
- 11. In the event that this MOU expires or is discontinued, the Participants intend for any Joint Appointment in progress at the time of expiration or discontinuation to continue to completion in accordance with the terms of the relevant written agreement, unless otherwise mutually decided by the Participants.

Signed in duplicate in the English language.

FOR THE FERMI NATIONAL
ACCELERATOR LABORATORY:

Dr. Nigel S. Lockyer

Director

FOR JOHANNES GUTENBERG **UNIVERSITY MAINZ:**

> Prof. Dr. Georg Krausch President

Date: Jaly 31, 2019

Place: Butavia, Il

Date: 15 08 2019

Place: Mounz