

such conditions as the WLCG Collaboration shall from time to time decide but which shall in any event include the conditions set out in Article 10 and paragraph 13.1 of this MoU. It shall be the duty of the LHC Experiments to ensure that these AF's receive and install the necessary software and are competent in its use, and that they comply with the conditions for access to the WLCG.

Article 2 : Purpose of this MoU

- 2.1 This MoU governs deployment and exploitation of the WLCG. It defines the programme of work to be carried out and the distribution of duties and responsibilities of the Parties as well as the Computing Resource Levels they will offer to the LHC Experiments. It sets out organisational, managerial and financial guidelines to be followed by the WLCG Collaboration and defines the status of staff working for a Member of the WLCG Collaboration at CERN, the legal framework applicable to the contribution and creation of intellectual property, and the mechanism for resolution of disputes. It also sets out the mechanism by which the motivated requests of the LHC Experiments are reviewed annually on the advice of an independent, impartial and expert body (see paragraph 7.2 below), and by which any mismatches with the pledged Computing Resource Levels are identified for action.
- 2.2 The LCG project Phase 2 is executed in the framework of the CERN scientific programme, as approved by the CERN Council. The provisions of this MoU are complemented by the bilateral Agreements (including Protocols) concluded between CERN and Member State and/or non-Member State Institutes, which shall be without prejudice to the performance of this MoU.

Article 3 : Duration of this MoU and its Extension

- 3.1 The initial period of validity of this MoU governs the expected deployment phase of the WLCG and the expected first five full years of LHC physics running, i.e. from the date of its signature until 31 December 2012.
- 3.2 The validity of this MoU shall be extended automatically, each time for a successive period of five years beyond the initial period or, as the case may be, the previous five-year period, except as the C-RRB may determine otherwise. This provision notwithstanding, this MoU shall terminate if and when the LHC programme is declared closed by the CERN Council.
- 3.3 Any Institution that wishes to join the WLCG Collaboration shall secure the necessary funding and shall accept this MoU and any related agreement that is in place between the Members of the WLCG Collaboration and is disclosed to it. Such joining shall be negotiated by the management of the WLCG