

CERN (“the General Conditions”). The General Conditions form an integral part of this MoU, it being understood however that in case of contradiction or ambiguity between the terms of this MoU (including the Annexes) and the General Conditions, the former shall prevail.

- 8.3 All equipment brought to the CERN site must comply with CERN's safety regulations. The design, test criteria and testing of equipment shall be discussed well in advance with CERN's safety officials. All equipment brought to CERN shall remain accessible for inspection by the Group Leader in Matters of Safety, which post is defined in paragraph 4.2 of the General Conditions.

Article 9 : Status of Staff

- 9.1 If and in so far as they are required to perform work on the CERN site in the execution of this MoU, the staff of the Members of the WLCG Collaboration (other than CERN) shall be granted the status of Associated Member of the Personnel of CERN.
- 9.2 The staff shall at all times during their association with CERN remain employed by, and receive a salary from, the employing Member, who shall ensure that, through itself or directly by its staff, they shall have adequate social security cover, including health and accident insurance at levels prevailing in the region around CERN. The employing Member shall hold CERN free and harmless from liability in this respect.

Article 10 : Intellectual Property

- 10.1 The Members of the WLCG Collaboration contributing (the “Contributors”) pre-existing software or having created software in the execution of the WLCG (jointly the “Software”) shall warrant and ensure that they have or have procured the rights to contribute such Software for use (which term in this article shall include any integration, redistribution, modification and enhancement) by the Members of the WLCG Collaboration, the Members of the LHC Experiments, and the AF’s referred to in paragraph 1.4 above (jointly the “Community”), subject to the conditions of this article.
- 10.2 The Contributors herewith grant a free, irrevocable and non-exclusive right to the Community to use the Software, always in conformity with applicable license conditions, for the exclusive purposes of executing this MoU and the LHC Experiments.
- 10.3 The Contributors shall, in so far as permitted by applicable license conditions, endeavour to make the Software generally available under Open Source license conditions (see Annex 11 for template license conditions).