

European Organization for Nuclear Research Organisation européenne pour la recherche nucléaire

# EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

## HANDBOOK OF KEY LEGAL RESPONSIBILITIES OF HOME INSTITUTIONS IN RESPECT OF THEIR PERSONNEL AT CERN

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### I. Purpose

This Handbook sets out key legal principles applicable to institutions, in respect of their personnel working at CERN. Any reference to this Handbook or to a specific CERN instrument referred to therein is to the most recent version thereof.<sup>1</sup>

## **II.** CERN's mission

CERN was created in 1954 through the <u>CERN Convention</u>. The Convention defines CERN's mission as providing for "collaboration among European States in nuclear research of a pure scientific character, and in research essentially related thereto".

The Convention prescribes that CERN shall have "no concern with work for military requirements". It also requires that the results of CERN's work must be "published or otherwise made generally available".

Over time, the Organization's activities have evolved and today comprise collaboration in particle physics research and related domains with scientific institutions, including universities and laboratories, as well as their funding agencies, from all over the world, in particular through the construction and exploitation of particle accelerators, detectors and computing facilities.

Researchers performing scientific activities at CERN on behalf of such institutions are appointed as associated members of the CERN personnel (MPAs) and are essential to the successful execution of the Organization's mission and to the accomplishment of its scientific objectives, including through support to the operation and the upgrade of CERN's accelerator complex, experiments and computing.

## **III.** Legal status

Pursuant to its Convention, CERN is an Intergovernmental Organization funded by its Member and Associate Member States.

The Organization's site is located on either side of the Swiss and the French border, and the relationship between CERN and these two Host States is formalised through specific agreements<sup>2</sup>. The "Protocol on the privileges and immunities of the European Organization for Nuclear Research" defines CERN's international status in its other Member States and in the Associate Member States.

<sup>&</sup>lt;sup>1</sup> In the event of any divergence between this Handbook and the provision of any CERN legal instruments referred to therein, the provisions of the relevant legal instruments shall prevail. <sup>2</sup> "Agreement between the Government of the French Republic and the European Organization for Nuclear Research Concerning"

<sup>&</sup>lt;sup>2</sup> "Agreement between the Government of the French Republic and the European Organization for Nuclear Research Concerning the Legal Status of the said Organization in France", dated 13 September 1965, as revised on 16 June 1972; "Agreement between the Swiss Federal Council and the European Organization for Nuclear Research Concerning the Legal Status of that Organization in Switzerland", dated 11 June 1955.

## **IV.** Personnel at CERN

CERN's mission is executed through its personnel, which consists of two categories: (1) members of the personnel employed by CERN (MPEs); and (2) associated members of the personnel, namely those employed by, enrolled at or funded by, scientific institutions participating in CERN's scientific programme (MPAs)<sup>3</sup>. In respect of MPAs, such scientific institutions are considered their "home institutions".

MPEs (1) are international civil servants coming from the Organization's Member and Associate Member States who provide the administrative structure and support of the laboratory and participate primarily as physicists, engineers and technicians in the design, construction, operation and exploitation of its scientific facilities. They are linked to the Organization by a contract of employment under which they perform the functions entrusted to them by the Director-General. As their employer, CERN provides for comprehensive employment conditions, which include remuneration and social insurance against the financial consequences of illness, accidents, old-age, disability and unemployment, as agreed by CERN's Member States and detailed, inter alia, in the Staff Rules and Regulations ("SRR").

MPAs (2) participate in the Organization's scientific projects on behalf of the home institutions, such as universities and research institutes or other funding bodies recognised as such by the Organization. Pursuant to its mandate related to international cooperation, CERN hosts this scientific community and makes available its facilities on the basis of agreements entered into with the home institutions.

The appointment of an MPA at CERN requires a continuous legal link between the individual and their home institution for the duration of their contract, which must guarantee their status, financial support and social insurance cover. Such link can be an employment relationship, enrolment in an educational establishment, or the receipt of a grant by a funding body. In turn, MPAs are linked to the Organization by a contract of association under which they take part in CERN's scientific activities.

The conditions of association of an MPA with CERN, including their rights and obligations, are governed by the following legal instruments:

- The SRR, in particular Chapter I Section 2<sup>4</sup>;
- Administrative Circular No. 11 entitled "Categories of members of the personnel" ("AC 11"), which details the various sub-categories of MPEs and MPAs, including appointment criteria, and type and duration of the activity;
- the agreement between CERN and the home institution covering the scientific collaboration;
- the General Conditions applicable to Experiments at CERN;
- the <u>Home Institution Declaration (HID)</u> signed by an authorised representative of the home institution; and,
- the contract of association between CERN and the MPA.

The principal rights, duties and obligations of CERN personnel are set out in CERN's SRR and ethical framework (including the <u>Code of Conduct</u>), each of which applies to both MPEs and MPAs. In addition, various Administrative and Operational Circulars, as well as CERNs safety rules and <u>safety policies</u>, set out specific rights and obligations of personnel at CERN.

Whilst CERN is responsible for MPEs, home institutions are exclusively responsible for their MPAs, who remain under the authority of the Director-General during their association with CERN pursuant to the SRR.

Consequently, CERN reserves the right to notify home institutions of any event, such as a violation of the applicable legal framework or disputes involving their MPAs.

<sup>&</sup>lt;sup>3</sup> In accordance with CERN Staff Rules and Regulations R I 2.04. Refer to Annex of this Handbook for full provision. <sup>4</sup> Refer to Annex of this Handbook for Chapter I Section 2 of CERN SRR.

## V. Key principles governing MPA appointments

#### 5.1 Agreements

An MPA's appointment at CERN is subject to the prior conclusion of an agreement, memorandum of understanding or similar written instrument between CERN, as the host laboratory, and the MPA's home institution, which can be in a Member, Associate Member or non-Member State. The agreement specifies the collaboration in which the MPAs of a given institute will perform their activities, and covers objectives, scope, deliverables, resources, conduct and safety, health and social insurance, publications, intellectual property, liability and dispute resolution.

A specific agreement between CERN and the MPA, the contract of association, sets out the basic modalities of the individual appointment.

#### 5.2 Fundamental responsibilities of home institutions in respect of MPAs

#### (i) Legal link

MPAs must have a continuous legal link with their home institution for the duration of their contract of association, termination of which automatically entails termination of the MPA's appointment at CERN. CERN must immediately be notified by the home institution if this legal link is terminated.

CERN reserves the right to undertake any necessary verifications in this regard.

#### (ii) Adequate insurance cover and financial resources

It is the obligation of the MPA's home institution to ensure that its MPA are protected by social and health insurance cover. The health insurance must provide adequate cover in CERN's Host States (in France and Switzerland) for both the MPAs and their accompanying family members. It must include protection against occupational illness and accidents for the MPAs and for any duty travel related to their appointment at CERN<sup>5</sup>. In case of doubt as to its adequacy, it is the responsibility of the home institution to verify (an appropriate comparator would be LAMal in Switzerland)<sup>6</sup>. In the event that an MPA's health insurance cover proves insufficient, the home institution remains liable.

The home institution must also ensure that its MPAs have adequate financial resources to support themselves and any accompanying family members (see Section 5.3 below).

The obligations set out above (legal link, social insurance and financial resources) are described in AC 11 and recalled in the "HID" and registration form, the signature of which by the home institution is a pre-requisite for the appointment of an MPA at CERN. Compliance with such obligations by the home institution ensures that its MPAs can perform their activities in accordance with relevant standards in CERN's Host States, thus avoiding precarious situations for the MPAs.

CERN reserves the right to undertake any necessary verifications in this regard.

#### 5.3 Subsistence vs Cost-of-living allowance ("COLA")

Whilst it is always the responsibility of the home institution to ensure that its MPA has adequate financial resources, these resources may be supplemented to cover the additional costs arising from a stay in the local area, in certain circumstances and subject to limitations in terms of amount and duration<sup>7</sup>:

(1) By direct payment of a subsistence allowance from CERN to the MPA (SRR, R V 1.04); or

<sup>&</sup>lt;sup>5</sup> Allianz Care Healthcare Plan for CERN MPAs | Users Office. In the case of an MPA's duty travel related to their appointment at CERN, the MPA must also have travel insurance. <sup>6</sup> The Swiss Federal Health Insurance Act of 1994 (LAMal) - <u>https://www.fedlex.admin.ch/eli/cc/1995/1328\_1328\_1328/fr</u>

(2) In the form of COLA, processed by CERN on behalf of the home institution or the CERN experiment in which the MPA participates. COLA payments are governed by the <u>"Conditions</u> <u>applicable to the opening and use of Third-Party Accounts"</u> and are distinct from subsistence allowances.

In view of their nature as a supplementary resource, the payment of subsistence allowance or COLA cannot be understood as payment for work performed. For clarity, MPAs cannot simultaneously receive subsistence allowance and COLA.

Under no circumstance should an MPA be requested or required to remit any portion of their subsistence allowance or COLA to another MPA, home institution or another legal person.

### 5.4 Third-party accounts

CERN provides a variety of services to facilitate the functioning of the experiments. Among these is a system of third-party accounts that record funding and expenditure related to the experiments. They are offered on a discretionary basis as administrative support, and do not constitute banking services.

A home institution's use of a third-party account is subject to the "Conditions applicable to the opening and use of Third-Party Accounts", which specify that third-party accounts are made available for the exclusive purpose of permitting the home institution to manage and keep track of incoming funds and expenditure related to its participation in an experiment.

There are two types of third-party accounts:

(1) a visiting research team account, which is opened in the name of a single home institution, and funded solely by the contributions of the account holder. The account is used to cover the expenses incurred by the home institution's visiting research team in its participation in an experiment.

(2) a collaboration account, which is opened in the name of an experiment, and funded through contributions by one or more institutions participating in that experiment. Those collaboration accounts funded collectively by the institutions of an experiment are called "common funds" and are used to cover the experiment's common expenses.

Third-party accounts may only be used for designated cost items. Payments for the benefit of a home institution's MPAs are limited to:

- COLA;
- Duty travel expenses and daily travel allowances, in respect of duty travel coordinated by CERN pursuant to Administrative Circular No. 33 entitled "Duty Travel" ("AC 33");
- Sundry expenses.

### 5.5 Conduct

All CERN personnel must meet CERN's expectations of conduct. With respect to MPAs, it is their home institution's responsibility to ensure that they are informed of, and understand, their obligation to conduct themselves with due regard to the interests and proper functioning of CERN. In particular, they must comply with the provisions detailed in the following key documents:

- Chapter I Section 3 of the SRR governing conduct<sup>8</sup>;
- Operational Circular No. 5 entitled "Use of CERN Computing Facilities" (OC 5);
- <u>Operational Circular No. 9 entitled "Principles and Procedures Governing Complaints of Harassment";</u>

<sup>&</sup>lt;sup>8</sup> Refer to Annex of this Handbook for Chapter I Section 3 of SRR governing conduct.

- Operational Circular No. 10 entitled "Principles and Procedures Governing Investigation of <u>Fraud</u>";
- The Code of Conduct, which sets out CERN's core values in terms of common basic standards of behaviour; and
- The <u>Integrity at CERN policy</u>, which constitutes the conflict of interest and anti-fraud policy of the Organization, supplemented by the "Guidelines for the Implementation of the Conflict of Interest Policy".

CERN reserves the right to notify home institutions of any violation of its ethical framework and disputes involving their MPAs.

### 5.6 Dispute resolution

An administrative decision adversely affecting MPA conditions of association may be challenged within the Organization by MPAs, either through the review procedure or directly through the internal appeal procedure. Once the internal decision is final, the MPA may file a complaint with the Administrative Tribunal of the International Labour Organization (ILOAT).

Home institutions are expected to inform CERN of any investigation, litigation, or disciplinary process involving their MPAs which impacts their association with CERN. Conversely, CERN will systematically inform the MPA's home institution of any litigation filed by them before the ILOAT, and can, if needed, request the home institution's assistance in said litigation.

### 5.7 Residence permits

CERN will assist in obtaining French and Swiss residence permits for MPAs who have a contract of association indicating an average yearly presence of more than 50% at CERN. It is the responsibility of the home institution to ensure that the MPA has obtained the appropriate documents<sup>9</sup> before coming to CERN.

Accompanying family members may be granted residence permits for either France or Switzerland, depending on the residency of the MPA.

In principle, these residence permits must be returned if the holder leaves the local area for a period of more than two consecutive months, as requested by CERN's Host States.

MPA are required to declare any change in their personal situation within 30 days, in particular their average presence at CERN (working time percentage), via the Organization's dedicated form.

Whilst it remains the obligation of the MPA and the home institution to inform CERN of any situation in which the MPA or an accompanying family member no longer meet the conditions for a residency permit, CERN nonetheless may need to undertake any necessary verifications and actions in this regard.

In general, home institutions are requested to draw the attention of their MPAs to their obligation to comply with the national laws of their country of residence.

### 5.8 Privileges and Immunities

By virtue of the privileges and immunities conferred upon the Organization by its Member States and Associate Member States, CERN personnel enjoys certain immunities aimed at ensuring the unimpeded functioning of the Organization and the execution of their tasks at CERN. These include immunity from legal process with respect to acts performed in the exercise of their functions.

<sup>&</sup>lt;sup>9</sup> Visa requirements and procedures for France and Switzerland: <u>https://usersoffice.web.cern.ch/visa-requirements-and-procedures-france-and-switzerland</u>

Privileges and immunities are granted in the interests of the Organization and not in the individual interests of CERN personnel. If deemed appropriate by CERN, these privileges can be waived by CERN's Director-General. Privileges and immunities do not exempt personnel from fulfilling their private obligations nor from complying with the relevant legislation, in particular that applying in their place of residence.

### 5.9 Taxation

The home institutions are requested to draw the attention of their MPAs to their tax obligations under applicable national laws, in particular their obligation to declare any income in their country of residence. This applies both to their income provided by their home institution and to the subsistence allowance or the COLA they may receive via CERN.

To assist MPAs in the preparation of their tax declarations, CERN issues two types of annual documents:

(1) in respect of financial and family benefits, such as subsistence allowance, an internal tax annual certificate, showing the amount of any financial and family benefits paid by CERN to the MPA in the previous year. This certificate also specifies the internal tax levied by CERN during that period.

A system of internal taxation was introduced by the CERN Council following the entry into force of the Protocol on privileges and immunities (see section III above). Financial and family benefits subject to internal taxation at CERN are exempt from income tax in CERN's Member and Associate Member States but must nonetheless be declared.

(2) in respect of COLA received by an MPA, an individual annual statement, showing the amount of any COLA received by an MPA in the previous year.

As COLA is an allowance processed by the Organization on behalf of third parties and not a CERN financial benefit, it is not subject to CERN's internal taxation system and is, therefore, potentially taxable in the MPA's country of residence and must be declared.

### 5.10 Health and safety

Safety at CERN comprises occupational health and safety, the protection of the environment and the safe operation of CERN's installations.

CERNs regulatory framework in matters of safety includes <u>safety policies</u> and <u>safety rules</u> as well as implementing instruments.

In accordance with CERN's <u>Safety Regulation</u> concerning responsibilities and organisation structure in matters of safety at CERN, responsibilities in safety matters regarding MPAs are shared between the Organization and the home institution<sup>10</sup>.

The home institution shall ensure that their MPAs are adequately trained for their work at CERN and provide them with the means required to meet their safety obligations on the CERN site, including if applicable, personal protective equipment, as well as training and instructions on working procedures. CERN provides information on workplace specific risks and associated safety and emergency procedures. The home institution shall also ensure that their MPA understand and comply with the applicable safety framework.

The home institution shall issue any certificates or authorisations required by CERN to attest to an MPA's fitness for work and shall ensure medical follow-up in accordance with applicable laws.

<sup>&</sup>lt;sup>10</sup> As stipulated in the applicable CERN Safety rules, for MPAs that are enrolled at, rather than employed by, their home institution (MPAts) CERN takes over some responsabilities in matters of Safety that would normally be the responsibility of the employer.

The home institution must appoint at least one safety correspondent who acts as a contact person for CERN and the institution in all matters of safety involving the institution's personnel at CERN.

### 5.11 Information Systems (IT)

For the execution of their functions at CERN, CERN makes available to MPAs computing facilities, including servers, the CERN network, peripheral systems such as printers, software, email and internet services, and related support services.

Use of CERN's computing facilities is subject to the conditions set out in OC 5, including:

- use of CERN computing facilities is limited to the execution of the MPA's duties under their appointment at CERN;
- such use must not cause moral or material damage to CERN, nor disrupt its operation; and
- limited personal use of CERN computing facilities is permitted, subject to the applicable restrictions.

As part of their on-boarding at CERN, all personnel are required to read and familiarise themselves with OC5.

MPAs must comply with all applicable software license terms and restrictions as well as respect all intellectual property rights. CERN is not responsible for an MPA illegally downloading software or breaching software license terms or other intellectual property rights, and such actions may expose the home institution to liability claims by the software owner. If a software owner contacts or makes a claim against CERN due to an MPA illegally downloading software or breaching software license terms or other intellectual property rights, CERN reserves the right to inform the software owner to direct its claim against the MPA and their home institution.

#### 5.12 Duty travel

In the event that CERN coordinates duty travel for an MPA it shall be subject to (i) authorisation by the MPA's home institution and (ii) the provisions of AC 33. Where the duty travel is organised by CERN outside the local area, reasonable accommodation, meals and miscellaneous expenses are paid or reimbursed in accordance with the CERN duty travel policy.

Whilst on duty travel, an MPA remains subject to the SRR, including the CERN Code of Conduct. Travellers who are not ensured by the CERN Health Insurance Scheme are expected to have adequate health and accident insurance coverage whilst on duty travel, including protection against occupational illnesses and occupational accidents. It is the responsibility of the home institution to ensure that such coverage is in place for its MPAs.

#### 5.13 Export control and sanctions

Home institutions are responsible for observance of applicable export controls and sanctions in respect of their activity and their MPAs activity.

A home institution intending to export an item in the context of a collaboration must ensure, with due regard for CERN's reputation, that the proposed export is fully compliant with the applicable export control regime.

The CERN Shipping Office observes the fiscal and customs regime, including the applicable export control laws and sanctions, in place, in particular, in CERN's Host States.

As CERN observes applicable export controls and sanctions, it may refuse to grant site access to individuals and/or access to specific items.

### 5.14 Data privacy

At CERN, data privacy matters are handled by the Office of Data Privacy ("ODP").

Whilst home institutions are bound by their respective national legal framework in relation to privacy, any personal data processing undertaken by CERN, or undertaken by any person or entity on its behalf, is subject to the Organization's framework on <u>the Processing of Personal Data at CERN (OC 11)</u>. With this framework, CERN commits to act in a manner consistent with recognised best practices in its Member States when processing personal data.

OC 11 includes:

- the obligations of CERN when processing personal data;
- the rights of data subjects;
- the conditions for CERN to receive personal data from external entities and for CERN to transfer personal data to external entities;
- a complaint mechanism

As part of their on-boarding at CERN, personnel are required to complete the CERN Data Privacy Basics e-learning course.

## ANNEX

### Relevant provisions of the CERN Staff Rules and Regulations

REGULATIONS		
Chapter I - Section 2		
Articles R I 2.01 - 2.04		
1 January 2023		

#### CHAPTER I

#### GENERAL PROVISIONS

#### Section 2 - Categories of members of the personnel

Article No.	Applicable to	
R I 2.01 Contract of employment	MPE	Employed members of the personnel shall be linked to the Organization by a contract of employment. This contract requires them to perform the functions entrusted to them under the sole authority of the Director-General in return for remuneration.
R I 2.02	MPE	Employed members of the personnel shall be distinguished as follows:
Employed members of the personnel		<ul> <li>a) Staff members shall be appointed to a post in the Organization and are eligible for career evolution within the Organization.</li> </ul>
are personale.		<ul> <li>b) Graduates and fellows are professionals, holding a higher education degree, appointed to perform functions within the Organization as part of their early professional development.</li> </ul>
R I 2.03 Contract of association	МРА	Associated members of the personnel shall be linked to the Organization by a contract of association. Under this contract, the Organization shall appoint them to take part in its activities in accordance with its mission providing for international scientific collaboration, contacts between and the exchange of scientists and specialised training.
R I 2.04	MPA	Associated members of the personnel shall be distinguished as follows:
Associated members of the personnel		<ul> <li>Associates for the purpose of international collaboration are appointed to participate in a collaboration agreed by the Organization and their home institution.</li> </ul>
		<ul> <li>b) Associates for the purpose of exchange of scientists are appointed pursuant to an individual invitation in order to promote exchanges in the fields of science and technology, subject to the consent of their home institution.</li> </ul>
		<ul> <li>c) Associates for the purpose of training are appointed pursuant to an individual invitation in order to supplement their education or to obtain professional experience or qualification, subject to the consent of their home institution.</li> </ul>
		The home institution shall be the employer of the associated member of the personnel, the educational establishment in which the associated member of the personnel is enrolled, a funding body expressly recognised as such by the Organization, or a body equivalent to any of the foregoing, expressly recognised as such by the Organization.
		The Organization may, in exceptional circumstances and in its interests, waive the requirement of a home institution for certain subcategories of associates.

#### RULES

Chapter I - Section 3

Articles S13.01 - 3.09

1 January 2023

#### CHAPTER I

#### GENERAL PROVISIONS

#### Section 3 - Conduct

Article No.	Applicable to	]
S I 3.01 Conduct	МР	Members of the personnel shall conduct themselves with due regard to the interests and proper functioning of the Organization.
S I 3.02 Performance of functions	MPE	Employed members of the personnel shall perform the functions entrusted to them with integrity and with loyalty towards the Organization.
S I 3.03 Instructions from authorities outside the Organization	MPE	In the performance of their functions, employed members of the personnel shall neither seek nor accept instructions from any government or any other authority outside the Organization.
S I 3.04 Authority of the Director-General	MPE	Employed members of the personnel shall be subject to the authority of the Director-General in all the activities they perform within the Organization or on its behalf.
	MPA	On the site of the Organization, associated members of the personnel shall be subject to the administrative authority of the Director-General.
S I 3.05 Incompatible or prejudicial act or activity	МР	<ul> <li>Members of the personnel shall refrain from any act or activity:</li> <li>a) that is incompatible with their functions, or</li> <li>b) that would be morally or materially prejudicial to the Organization.</li> <li>The Director-General shall decide whether or not an act or activity is thus incompatible or prejudicial.</li> </ul>
S I 3.06 Participation in public and political life	МР	Members of the personnel wishing to take part in the public and political life of a State shall comply with the relevant legislation and with the provisions of Article S I 3.05.
S I 3.07 Obligation to exercise reserve and tact	МР	Members of the personnel shall exercise at all times the reserve and tact that is incumbent upon them by virtue of their international status.
S I 3.08 Reserve in expressing personal opinions	МР	Members of the personnel wishing to express their personal opinions on matters connected with the functioning of the Organization or its activities shall first obtain the written authorisation of the Director-General.
S I 3.09 Reserve in the event of a request from administrative or judicial authorities	MP	Members of the personnel requested by an administrative or judicial authority to respond to a request for information on the functioning of the Organization or its activities shall first obtain the written authorisation of the Director-General. This authorisation shall be refused only if the interests or proper functioning of the Organization so requires.

RULES		
Chapter I - Section	n 3	
Articles SI3.10 - 3	.13	
1 January 2023		
Article No.	Applicable to	
S I 3.10 Reserve with respect to contracts	МР	Except where the performance of their functions so requires, members of the personnel may not divulge to parties outside the Organization or to other members of the personnel who are not involved, information relating to the drawing-up and execution of any of the Organization's contracts, such as those pertaining to the supply of goods or services.
S I 3,11 Obligations following expiry of contract	MP	<ul> <li>Members of the personnel shall remain bound by the obligations laid down:</li> <li>a) in Articles SI 3.05 a), 3.08 and 3.10, for a period of three years from the date of expiry of their contract with the Organization;</li> <li>b) in Articles SI 3.05 b) and 3.09, for an unlimited period following the expiry of their contract with the Organization,</li> </ul>
S I 3.12 Fraud	MP	Members of the personnel shall refrain from any intentional act or omission designed to deceive others and to achieve a gain for the perpetrator or a third party, resulting in the Organization suffering a loss of funds, property or reputation.
SI3.13 Conflict of interest	MP	Members of the personnel shall avoid situations in which their impartiality and objectivity in the performance of their functions for CERN or in the fulfilment of their contractual obligations towards the Organization could be influenced or compromised by private interests or any other professional obligations or relationships.
		Where it is impossible to avoid such a situation, for example due to the nature of their functions, or if in doubt, members of the personnel shall promptly disclose to the Organization that they have or may have a conflict of interest.

#### REGULATIONS

Chapter I - Section 3

Articles R I 3.01 - 3.06

1 January 2023

### CHAPTER I

#### GENERAL PROVISIONS

#### Section 3 - Conduct

Article No.	Applicable to	
R I 3.01 Offence under national law	MP	Members of the personnel convicted of an offence under national law, other than one involving a summary fine, shall immediately notify the Director- General in writing.
R I 3.02 Professional or commercial activities	MPE	Employed members of the personnel wishing to engage in a professional activity or an activity of a commercial nature outside the Organization shall first obtain the written authorisation of the Director-General, who shall take a decision pursuant to Article S I 3.05.
R I 3.03 Political activities	MPE	Employed members of the personnel wishing to engage in a political activity shall first notify the Director-General in writing, who shall take a decision pursuant to Article S13.05.
		Political activity shall include the exercise of a public function, conducting an election campaign and public participation in the life of a political party.
R I 3.04 Communication to the public	МР	Members of the personnel making any public communication outside the Organization in which: a) they identify themselves as such, or
		<li>b) make reference to its functioning or activities, shall first obtain the written authorisation of the Director-General.</li>
		This provision shall not apply to communications directly related to the scientific activities of the Organization.
R I 3.05 Publications	MP	The Director-General shall define the conditions governing publications relating to the scientific activities: a) of the Organization, and
		b) of third parties when using the Organization's infrastructure.
R I 3.06 Use of the Organization's property and name	MP	Members of the personnel wishing to use the Organization's property, name or emblem for private purposes shall first obtain the written authorisation of the Director-General.