

Memoranda of Understanding, Import and Export Requirements

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Memorandum of understanding

- Thanks to Ann Fong (TRIUMF) and Andy Lam (UBC) for helping us figure out what we should do!!
- The actual CFI requirement for matching contributions is simply that TRIUMF must have “de facto control over the research infrastructure” during the experiment duration. We can accomplish this **without** any transfer of ownership, we just need a signed MOU that states that the equipment will be left at TRIUMF throughout the duration of the experiment.
- Ann will draft a first version of the MOU based on OLYMPUS MOU from DESY and will pass it along to group leaders for their feedback.
 - Note that this MOU is only for the loan of equipment and is separate from the eventual Inter-institutional Agreement that would come from UBC, for the administration of CFI and other matching funds.
- Details of the draft on next slide
- If we don't get the CFI, we don't really care about any of this and can do whatever we like with the question of ownership!

A few details of planned MOU

- Currently assuming the MOU is between:
 - MIT, Hampton University (sending hardware)
 - UBC (contributing hardware via TRIUMF, and they are the CFI lead institution)
 - U. Manitoba and U. Winnipeg (CFI participants by which we are accessing Manitoba provincial funding)
 - If we are anticipating any physical items from Stony Brook, then we should add them too
- Though we can structure this as an MOU among all of the parties listed, we will probably need to have an equipment loan agreement with each of the U.S. institutions that are the owners. These can be appended to the MOU
- Since the US institutions retain ownership of the items in this model, they also pay shipping and any insurance they want on the equipment.
 - The insurance would need to cover the equipment while in transit to TRIUMF (shipping insurance) and while it is at TRIUMF. If the Universities have a policy that covers their property (usually under a comprehensive general liability or public liability policy), it would generally include any damage to 3rd party property or injury to 3rd party personnel, and any agreement would include this provision, with the caveat that if damages are caused by the negligence or wilful misconduct of a 3rd party, then the University owner would not be liable.

A few details of planned MOU

- MOU will have to contain a list of each component to be lent to us, with value and serial number (where applicable).
 - You probably need this anyway for grant bookkeeping, and TRIUMF needs it to keep track of everything while it's here and to determine what import permits etc are needed.
- We should get this as soon as we can so we can do any preparation of import permits and check anything that might be a controlled item.
 - Eg for the GEMs, Doug - can you get us this as soon as you get back? Then we can prepare for importing them so they don't get stuck at the border.
- Customs fees not determined yet - see import/export on next slides
- MOU will also need a Project Statement of Work to describe what each Party to the MOU is responsible for – similar to the Olympus MOU Appendix 1. This is just the list of which institution is doing what. See draft on next slide.

Institutional Responsibilities

MIT	Magnetic spectrometers: design and construction, ray tracing and simulation, field mapping at TRIUMF
	Target and scattering chamber: design and construction, vacuum system and controls
Hampton University	GEM detectors: design, construction, readout electronics
Stony Brook	Experiment software and simulations (shared)
	Data acquisition: slow controls, integration
TRIUMF and UBC	Trigger hodoscopes: design and construction, readout electronics
	Data acquisition: integration of trigger and GEMs
	Experiment software and simulations (shared)
	Integration with ARIEL: vacuum system, beam diagnostics, bunch clock, controls
University of Manitoba	Software and simulation (shared)
University of Winnipeg	Integration with ARIEL (shared)

Only including institutions listed in TDR table 6.1 and which are likely signatories of the MOU. Again, please note this MOU is only for the loan of equipment and does not define the collaboration nor is it the document through which the CFI and matching funds will be administered. We will no doubt need something similar for that though.

Import/export

- For everything being sent here, TRIUMF will need to know what equipment is being sent, in what quantity, from whom, what it does, its value, and its export control classification numbers (ECCNs).
 - They say you folks should be able to provide the ECCNs as the items are of US origin. If you don't have this info, they say it would be in your best interest to speak with your export compliance team to make a determination.
- Given this information, TRIUMF can figure out if we need an import permit or not, shipment by shipment
- The first shipment is the GEMs. Let's try to collect this info as soon as we can - next week? - so we can get any permits in place before you send them to TRIUMF

Import/export

- What is still not super clear to us: taxes (customs) on things sent to Canada.
 - So far we understand that items remaining in ownership of US institutions (e.g. the GEMs) can be tax exempt if we do a temporary import (1-2 years?) We could then try to extend it.
 - Depending on the extension duration this may not be a viable path.
 - We are investigating this separately with TRIUMF Finance and with our purchasing and imports people
- If we do have to pay customs duties: who pays for it? Who paid customs when your equipment went to PSI and DESY?
- Also, if we have to pay, how do we value these items? Difference between replacement cost and resale cost, etc ...

Questions & discussion