

Majorana Collaboration

Charter

September 4, 2001

Disclaimer

This Charter describes an informal, non-binding agreement. It shall not be construed as a legal agreement between any individuals or organizations signing it or referred to within it, although, for information purposes only, any version, portion, or derivative of this Charter may be used or referenced in contracts or other legal documents.

Name

This Charter describes the Majorana Collaboration, also referred to as “Majorana” or “the Collaboration”.

Purpose

The primary purpose of the Collaboration is to advance knowledge of the properties of neutrinos produced in atomic nuclei. Among other activities, it will prepare for, conduct, interpret, and communicate results of experiments. It may conduct related theoretical studies, and it may pursue knowledge unrelated to neutrino properties, so long as these pursuits do not seriously detract from the primary purpose.

Collaboration Membership

The Majorana Collaboration is composed of self-described groups of one or more individual persons assembled for the purpose of participating in the Collaboration. For convenience, these Member groups are usually identified by the name of their primary institutional affiliation, such as an educational institution or national laboratory. In spite of the convenient labeling, the institutions whose names are borrowed are not Members and are discouraged from determining Membership or representation in the Collaboration.

Majorana Charter Members are groups from Triangle Universities Nuclear Laboratory (TUNL), Pacific Northwest National Laboratory (PNNL), the University of South Carolina (USC), the Institute of Theoretical and Experimental Physics (ITEP) Moscow, the Joint Institute for Nuclear Research (JINR) Dubna, New Mexico State University (NMSU), and the University of Washington. Additional Members are invited only following approval by the Executive Council. The Executive Council may remove a Member from the Collaboration for any reason. Potential reasons may include resignation, inactivity, or activity contrary to the Charter.

No Member shall invite a new group to become a Member of the Majorana Collaboration without prior Executive Council approval. Before asking the Council for a decision on the proposed invitation, the proponent must provide the name of the proposed group’s parent organization, a provisional point of contact for the group, a justification for the invitation, and any other information the Council should have to make a reasoned decision.

There should be an expectation that specific contributions by the proposed Member are necessary for Majorana success, and that these contributions will outweigh any negative aspects. Negative aspects may include increasing the size of the Collaboration (and therefore of the Executive Council) and drawbacks that may be specific to the group proposed for membership. For example, if a commercial group

important to the Collaboration becomes a Member, other Members may be constrained from using that vendor by procurement rules of their parent organizations.

Member Roles and Responsibilities

The Executive Council shall request that each Member group identify its preferred roles and responsibilities in the Collaboration. The Council shall then determine the Collaboration's position on both current and anticipated roles and responsibilities for each of the Member groups. The Council shall update and distribute this approved list periodically. The list shall be updated prior to every invitation to a potential new Member.

Executive Council

All activities of the Collaboration are subject to the decisions of an Executive Council composed of one representative from each of the member groups. Each member group shall determine its own representative and may change its representative at will. The Executive Council shall adopt its own procedures. It may meet regularly or irregularly, face-to-face or via any kind of communication. Face-to-face meetings shall be open to all individuals in all Member groups. The Executive Council shall identify the functions and membership of working groups and assign responsibilities to member groups. It shall appoint an External Relations Committee. It may form subsidiary bodies for any purpose.

Legal and Financial Agreements

Majorana Members are not empowered to make any legal or financial proposals, offers or agreements on behalf of the Collaboration. Nonetheless, individuals in Member groups, or other organizations to which they belong, will be encouraged by the Executive Council to enter into independent agreements when these are judged beneficial to Majorana goals. Examples include proposals for funding, procurements, personnel actions, non-disclosure agreements, contracts, and subcontracts, without which the Collaboration cannot fulfill its purpose.

External Relations

An External Relations Committee, appointed by the Executive Council, shall promote and regulate external Majorana communications. Any person purporting to speak for the Collaboration or acting in a way that is likely to be construed as representing the Collaboration, shall do so only following approval of the Committee. Similarly, Majorana proposals, papers or talks shall be shared outside of the collaboration only following approval of the Committee. In particular, individuals in Member groups agree that all knowledge of Majorana data, interpretations, or other significant results shall be confined within the Collaboration until the Committee reviews and approves release of the information. The members of External Relations Committee serve at the pleasure of the Executive Council.

Internal Communications

Each member group shall identify at least one point of contact for communications within the Collaboration. Communications within a Member group are the responsibility of that group.

Individuals in member groups are encouraged to share information with all in the Collaboration who may be interested. Majorana equipment, software, and experimental

design information shall normally be available to all Members. In exceptional cases, the parent organization of a Member group may choose to protect intellectual property developed in the course of the work, or may have to enter into a nondisclosure agreement with an organization outside of the collaboration in order to obtain essential information. Members are encouraged to include all other Member groups in such agreements where practical. If such inclusion is not possible, the Executive Council shall be informed before executing an agreement that prohibits sharing information throughout the collaboration.

All Majorana data shall normally be available to all Members. If any law, contract, or other constraint prevents a Member from sharing any data, the situation will be explained to the Executive Council.

Property Ownership and Control

The Majorana Collaboration will not own any equipment, materials, or other property, including intellectual property (e.g. patents, proprietary techniques or information). Typically organizations that employ or sponsor Members will own the property used. Use of property to the benefit of the Collaboration shall not be interpreted to mean that the Member supplying that property relinquishes control over it or responsibility for it. It is recognized that owners or custodians may legally withdraw or replace at will any property in use by the collaboration; however, Members are strongly encouraged to allow no substantive property replacements or withdrawals without prior approval by the Executive Council. In joining the Collaboration, each Member acknowledges that physical property acquired with the specific support of the Majorana Collaboration must be devoted to Majorana use until the Executive Committee agrees it is no longer needed, even if a Member providing property withdraws from the collaboration. Members may allow other property (acquired without the influence of or reference to Majorana) to be used by the Collaboration without implying a permanent or long-term commitment.

Rules

Beyond principles outlined in the Charter, from time to time the Executive Council may decide upon rules, bylaws, or other procedures to guide the Collaboration. Electronic or other copies of these decisions shall be distributed to all Member groups, including those not represented in the decision.

Officers

The Executive Council shall appoint all Majorana spokespersons or officers, and each shall serve at the pleasure of the Executive Council.

Amendments

This Charter may be amended at any time if at least two thirds of all of the Member groups in the Collaboration agree on the amendment.

Majorana Collaboration

Executive Council Rules & Procedures

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Meetings

The time, place, and primary purpose of each Executive Council meeting shall be announced to all Member-group points of contact at least one day in advance of the meeting. Any Member group unable to send a representative to a meeting may participate by telephone. Meetings may take place using any convenient means of communication that does not exclude any Member group wishing to be represented.

Voting

Executive Council decisions are not final until approved by at least half of all the Member groups in the Collaboration, whether represented at the time of the vote or not. Charter amendments require two thirds. The concept of a quorum shall have no meaning unless the Council is acting as an External Relations Committee.

Collaboration Membership

No Member shall invite a new group to become a Member of the Majorana Collaboration without prior Executive Council approval. Before asking the Council for a decision on the proposed invitation, the proponent must provide the name of the proposed group's parent organization, a provisional point of contact for the group, a justification for the invitation, and any other information the Council should have to make a reasoned decision. The invitation may be approved by a simple majority of the Council.

There should be an expectation that specific contributions by the proposed Member are necessary for Majorana success, and that these contributions will outweigh any negative aspects. Negative aspects may include increasing the size of the Collaboration (and therefore of the Executive Council) and drawbacks that may be specific to the group proposed for membership. For example, if a commercial group important to the Collaboration becomes a Member, other Members may be constrained from using that vendor by procurement rules of their parent organizations.

The Charter provides for removal of a Member for any reason. Potential reasons include resignation, inactivity, or activity contrary to the Charter. Other reasons may appear.

External Relations Committee

The Executive Council may act as an External Relations Committee at any time. It may also appoint one or more subsidiary bodies to act in that capacity. Consistent with the Charter, the Executive Council shall formulate all the rules needed to guide External Relations Committees. The Executive Council may decide to delegate approval for some types of communications to a Committee and to require approval of the full Council for other types.

The External Relations Committee will encourage the distribution of information about the Majorana project to sponsors, the scientific community and the public. Consistent with assurances of accuracy and other concerns, the Committee will encourage multiple institutions and individuals to seek invitations to speak for the collaboration.

Proposals, press releases, abstracts, manuscripts, and presentation materials must be submitted for External Relations Committee approval, as described in the Charter. These must be complete, including any title, list of authors, references, or other material proposed for release. The target agency, journal, meeting or other audience shall be identified. Committee approval shall be sought anew for each new addressee or audience unless prior blanket approval has been granted. The Committee must be given ample time for review and decision prior to any external submission deadline. The likelihood that the Committee will request revisions should be factored into estimates of the time required for the review and approval.

Authorship of articles or other communications pertaining to the primary purpose of the Collaboration is expected to include the full Collaboration membership. Authorship of articles or other communications pertaining to techniques, applications, or analyses of general applicability or ancillary to the primary purpose of the Collaboration is expected to include those members responsible for the work. Note this does not contradict the Charter requirement of Committee approval prior to the release of all communications.

Revision of Rules

A simple majority of the Executive Council may revise these Rules and Procedures in any way consistent with the Charter at any meeting of the Council.