

**ANNEX
MODEL OF SPECIFIC AGREEMENT**

**COMMISSARIAT
A L'ENERGIE ATOMIQUE
(CEA) (ref: ---)**

ROMANIAN ORGANIZATION

**COOPERATION AGREEMENT
IN THE FIELD OF
SCIENTIFIC RESEARCH
[OR FIELD: _____]**

** words in italic and between brackets are to be specified or validated*

Between

The **Commissariat à l'Energie Atomique**, a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located Bâtiment Le Ponant D - 25, rue Leblanc - Paris 15^{ème} (France) - and declared at the Paris Register of Commerce and Trade ("Registre du Commerce et des Sociétés de Paris") under the following registration number: R.C.S. PARIS B 775 685 019,

Represented by _____ **[Name]**, acting as **[position]**

Hereinafter referred to as **CEA**

on the one hand

and

ORGANIZATION XXX, _____ **[statute]** having its registered office at _____ **[address]**,

represented by _____ **[Name and position]**, duly authorised for the purpose hereof

hereinafter referred to as "**[ROMANIAN ORGANIZATION]**"

on the other hand

Hereinafter referred to individually as « Party » or collectively as « Parties »

RECITALS

HAVING REGARD to the General Cooperation Agreement for Scientific Research between CEA and IFA (**Institutul de Fizică Atomică**), a Romanian public institution with legal personality, under the subordination of the National Authority for Scientific Research, signed on December 2, 2009, hereinafter referred to as the "General Agreement", with a view to developing and consolidating their mutual scientific cooperation between Romanian Research Institutions and the CEA;

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WHEREAS Article 5 of the General Agreement provides for the conclusion of specific agreements on specific co-operative activities between CEA and the Romanian Research Institutions carrying out their activities under the General Agreement;

WHEREAS **[ROMANIAN ORGANIZATION]** is a Romanian leading research public organization having its activities in particular the fields of scientific research and applications of _____.

WHEREAS CEA is a major and leading French public research agency having its activities in particular in the fields of **[select one or several fields: Energy Technologies, Technologies for Information and Health, Defence and Security]**;

WHEREAS CEA and **[ROMANIAN ORGANIZATION]**, through their various contacts, have identified scientific and technical areas on which cooperation would be of mutual benefit;

WHEREAS, moreover, following a Joint Call launched by CEA and IFA on ____ [date], the **[ROMANIAN ORGANIZATION]** and CEA joint proposal has been selected, and IFA and **[ROMANIAN ORGANIZATION]** have concluded or envisage to conclude a funding contract;

WHEREAS the collaboration between the two organizations is considered very favourable for the development of the cooperation foreseen in the General Agreement;

HAVE AGREED AS FOLLOWS

| | | |
|------------|---|----|
| Article 1 | DEFINITIONS | 3 |
| Article 2 | APPLICABLE RULES TO THE AGREEMENT | 3 |
| Article 3 | PURPOSE..... | 3 |
| Article 4 | SCOPE OF COOPERATION | 4 |
| Article 5 | FORMS OF COOPERATION..... | 4 |
| Article 6 | PROJECT AGREEMENTS | 4 |
| Article 7 | COORDINATION | 5 |
| Article 8 | CONTRIBUTION TO THE PROJECTS | 7 |
| Article 9 | WELCOMING VISITORS..... | 8 |
| Article 10 | CONFIDENTIALITY | 9 |
| Article 11 | PUBLICATIONS..... | 9 |
| Article 12 | INTELLECTUAL PROPERTY..... | 10 |
| Article 13 | RIGHTS OF USE | 11 |
| Article 14 | LIABILITIES ON INFORMATION EXCHANGED..... | 11 |
| Article 15 | LIABILITY FOR ACCIDENTS | 12 |
| Article 16 | PARTICIPATION OF THIRD PARTIES | 13 |
| Article 17 | ENTRY INTO FORCE AND DURATION - TERMINATION | 13 |
| Article 18 | SETTLEMENT OF DISPUTES – ARBITRATION – APPLICABLE LAW | 13 |
| Article 19 | ALTERATIONS | 14 |
| Article 20 | FINAL PROVISIONS..... | 14 |

Article 1 DEFINITIONS

The following terms used with capital letters shall have the meaning defined hereinafter.

"Agreement" means this agreement, its annexes and amendments if applicable.

"Background": means any relevant information or knowledge, protected or not by an intellectual or industrial property right, such as inventions, trademarks, designs, concepts, formulas, processes, data, know-how, trade secrets, mask works, techniques, software and related documentation, and works of authorship in any form, which are Needed for carrying out a Project or for using Foreground, and owned, held or controlled by either Party.

"Confidential Information": means any proprietary information communicated, or made accessible by a Party to the other Party within the framework of the Agreement, including, but not limited to, any know-how, technical data, or technical, commercial or financial information, including any background information or results of any cooperation activities, by writing, oral communications, or by any means whatsoever. Background and Foreground generated under the Agreement are Confidential Information.

"Foreground": means any information arising out of a Project, in any form and of any nature whatsoever, such as inventions, designs, concepts, formulas, processes, data, know-how, trade secrets, mask works, techniques, software and related documentation, and works of authorship in any form, irrespective of whether they are or can be protected by intellectual property rights such as copyright, patent, trademark or confidentiality.

"General Agreement": means the General Cooperation Agreement entered into between CEA and IFA, its annexes and amendments if applicable.

"Joint Calls" means the calls for Projects proposal prepared and issued by CEA and IFA.

"Needed": means the information without which, carrying out the tasks of the Project would be impossible, significantly delayed or would require significant additional financial or human resources or the use of Foreground would be technically or legally impossible.

"Project Agreement": means the document signed by the Parties describing a Project (form of cooperation, scope, schedule, technical description, contributions, personnel, etc.)

"Project": means the specific study or action (in any form of cooperation as described hereinafter) carried out by the Parties under this Agreement, and if applicable following a Joint Call, which is described in a Project Agreement.

Article 2 APPLICABLE RULES TO THE AGREEMENT

The Agreement will be ruled by the terms of the General Agreement, to which the Parties acknowledge to be bound, unless otherwise specifically provided herein.

Article 3 PURPOSE

The purpose of this Agreement is to establish the areas of cooperation between **[ROMANIAN ORGANIZATION]** and CEA, the modalities of performance of cooperation activities, with a view to promoting exchange of scientists, training research and research and development activities, while fully observing the conditions specified in the General Agreement.

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Article 4 SCOPE OF COOPERATION

4.1 Areas of Cooperation

This Agreement shall cover the following Areas of Cooperation:

- ◆ _____
- ◆ _____

4.2 The Parties, through their General Coordinators defined in Article 7 of this Agreement may review periodically the list hereinabove mentioned and may add, delete or modify the Areas of Cooperation by written mutual agreement.

Within the Areas of Cooperation the Parties shall agree upon Project Agreements in which their cooperation activities will be developed, as provided in Article 6.

Article 5 FORMS OF COOPERATION

Cooperation under this Agreement may take the following forms:

- a) Communication of general information and knowledge on the topics of this Agreement,
- b) Exchange of information other than a) on specific topics mutually agreed,
- c) Exchange of scientists, specialists and experts (short-term and long-term visits) between the Parties,
- d) Access to the research infrastructures of the other Party with its prior approval,
- e) Joint R&D Projects and studies, in particular projects leading to submission of joint project proposals under international and EU Programs and initiatives,
- f) Bilateral research Projects, submitted, selected, and financed under the Joint Calls procedure organized by CEA and IFA,
- g) Participation of CEA to R&D programs performed by **[ROMANIAN ORGANIZATION]** and vice versa,
- h) Training of young scientists and PhD students,
- i) Supply of services by CEA to **[ROMANIAN ORGANIZATION]** and vice versa,
- j) Other forms of scientific cooperation which can be mutually agreed upon between the Parties.

For cooperation activities in the form of d) to h) above, the Parties shall agree and sign Project Agreements as defined in Article 6 hereinafter.

Article 6 PROJECT AGREEMENTS

For each Project including where arising from a Joint Call, the Parties shall conclude a Project Agreement, (a template of which is provided in Appendix 1 hereof) prior to the starting date of the Project, including:

- Technical description
- Contributions, whether financial or else,
- Identification of scientists or students being assigned or trained
- Hosting conditions of scientists or students
- Duration, schedule of the Project
- Organizational scheme of the Project (correspondents, committee, reporting, etc.),
- And any specific conditions applying to the Project (such as specific confidentiality provisions, intellectual property rights, rights of use, etc.).

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These Project Agreements may detail the provisions of this Agreement. The Project Agreement shall not differ from the provisions of this Agreement, unless specifically agreed in the General Agreement or unless a corresponding amendment to this Agreement is signed. Without such an amendment, this Agreement prevails.

Article 7 COORDINATION

7.1 General Coordinators

7.1.1 Each Party shall designate within its personnel one duly authorised representative as its general coordinator ("General Coordinator") who will be responsible for leading and coordinating the cooperation activities performed in the frame of this Agreement.

7.1.2 Each General Coordinator will be responsible for the following:

- a) maintain liaison with his/her counterpart,
- b) carry out the general coordination of the cooperation under the Agreement,
- c) review and update when necessary the list of Areas of Cooperation set forth in article 4.1,
- d) identify the Projects, in close association with the Projects Coordinators and Technical Correspondents,
- e) review the global balance of the cooperation between the Parties,
- f) review and update the list of Projects Agreements,
- g) make recommendations related to publications in connection with this Agreement observing especially the provisions of Article 10 and Article 12 on confidentiality and intellectual property,
- h) review the Yearly Activity Reports of the Projects.

7.1.3 Each Party shall have the right to replace its General Coordinator subject to prior information of the other Party.

7.1.4 The General Coordinators will meet each year, alternately in France or in Romania to review the status of the cooperation under this Agreement based on the Yearly Activity Reports of the Parties.

The secretariat of the meetings will be ensured by the Party of the country where the meeting is being held. The date, agenda and practical details of the meetings will be fixed by joint agreement by the General Coordinators.

The Projects Coordinators and Technical Correspondents defined in section 7.2 and 7.3 may attend the meetings as necessary as well as appropriate specialists of **[ROMANIAN ORGANIZATION]** or CEA, subject to undertaking to abide by the confidentiality terms provided herein.

7.1.5 General Coordinators are:

For CEA:

General Coordinator:
Dr. Gérard COGNET
CEA Delegate for Central Europe
e-mail: Gerard.cognet@cea.fr
Tel: +36 1 472 2703

Correspondent for Nuclear energy topics:
Dr. Pascal CHAIX
E-mail: pascal.chaix@cea.fr
Tel: +33 1 69 08 84 38

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Correspondent for other if any:

For **[ROMANIAN ORGANIZATION]**:

General Coordinator:

Name _____

Position _____

e-mail: _____

tel: _____

Correspondent for Nuclear energy topics:

Correspondent for other if any:

The General Coordinator may delegate his/her tasks with prior notice to the other Party.

7.2 Project Coordinators

7.2.1 Each Party will designate within its personnel one duly authorised representative who will be responsible for leading and coordinating the cooperation activities performed in the frame of each Project Agreement ("Project Coordinator"). The Project Coordinators may be responsible for one or more Projects.

Each Project Coordinator will be responsible for the following:

- a) maintain liaison with his/her counterpart,
- b) prepare and discuss the detailed content of the Project in close association with the General Coordinator of his/her Party and his/her Technical Correspondent,
- c) organize the cooperation for the Project under this Agreement and related Project Agreements,
- d) define the activities to be performed, in consultation with the General Coordinator of his/her Party,
- e) report the results of these activities to the General Coordinator of his/her Party,
- f) prepare and discuss the provisions for Project Agreements,
- g) make recommendations related to publications in connection with his/her Project observing especially the provisions of Article 10 and Article 12 on confidentiality and intellectual property.

7.2.2 Each Party shall have the right to replace its Project Coordinator subject to prior information of the other Party.

7.2.3 The Project Coordinators will meet as agreed in the Project Agreement.

The date, agenda and practical details of the meetings will be fixed by joint agreement by the Project Coordinators.

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However, all participants involved in a Project shall come together in a joint meeting at least once per year – alternately in France and in Romania – to discuss and disseminate the results of the cooperation during the past year, and to agree on the work schedule including the resource planning for the following year.

7.2.4 Reporting

The Project Coordinators shall summarize the result of the Projects they are in charge of in a joint Yearly Activity Report according to the template given in Appendix 2 to be submitted to the General Coordinators during the first quarter of the following year.

7.3 Technical Correspondents

Each Party will designate a Technical Correspondent for each Project Agreement, who will be in charge of the technical follow up and day to day management of the considered Project.

For each Project, the Technical Correspondents designated by each Party and having the scientific and technical responsibility of the respective Project undertake to elaborate jointly, on a frequency determined in each Project Agreement (annual / semestrial / quarterly) achievement reports, summarizing the progress done with the respective Project and including an inventory and copy of all of the Foreground obtained.

Article 8 CONTRIBUTION TO THE PROJECTS

8.1 Selection procedure under Joint Calls and financings

For cooperation activities in the form f) of Article 5 (Joint Calls), contributions of the Parties to the Projects are deemed to be made on the basis of a common procedure agreed by CEA and IFA.

The Management Committee established under the General Agreement shall select Projects based on the common evaluation procedure and criteria agreed by the CEA and IFA.

The budget allocated to selected Projects should be balanced as much as possible among the Parties. However, balanced financing from each Party is not required for each Project.

Each Party is responsible for its own costs incurred for the performance of the Projects, except as may be agreed as respect to other forms of cooperation than f) of Article 5 (such as visits, assignment of personnel, supply of services, etc).

8.2 Contributions

8.2.1 Each Party undertakes to assign its personnel and to use its facilities and equipment in order to properly achieve its share in each Project performed under this Agreement and/or Projects Agreements.

8.2.2 Background

For each Project, each Party undertakes to contribute with the Needed Background, to be used for carrying out these Projects or for using the Foreground of the Projects and for no other purpose whatsoever.

A list of the Background to be used for the performance of each of the Projects may be provided in an annex of the concerned Project Sheet.

8.2.3 Communication on Foreground

During the carrying out of the Projects, each of the Parties will promptly notify the other Party of any Foreground obtained, providing complete information on Foreground, including any

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Foreground which might be subject to joint ownership and which was obtained and/or developed in its premises by the personnel assigned by the other Party. The Parties shall examine in good faith the contribution made by each of them and may agree upon joint ownership, or any other appropriate arrangement as provided in Article 12.

Article 9 WELCOMING VISITORS

Exchange of specialists, assignments, visits to scientific facilities and training assignments shall be organised as follows:

9.1 Notification of visits

The Party assigning its personnel (hereinafter "Assigning Party") shall notify to the other Party welcoming such personnel (hereinafter "Welcoming Party") its proposition for the visit or assignment of its personnel in a reasonable time in advance, announcing the visit or assignment purpose, time schedule and the identity of the visitor. The Assigning Party shall ensure that the visitor has adequate qualification for the purpose of the visit or assignment.

The Welcoming Party shall notify its response to such proposition in a timely manner.

The Parties should notify each other upon the date and place of arrival and inform their respective coordinators.

Details relating to the visits and assignment of personnel should have been provided in the respective Project Agreement.

9.2 Compliance with rules

During their visit to the Welcoming Party, the visitors will be subject to the rules and regulations (including the security regulations) in force within the premises of the Welcoming Party where they will work, and they will comply with the instructions given by the directors of these premises or their nominated representatives.

The visitors shall remain the employees of the Assigning Party while on visit or assignment, and their salaries, as well as other expenses including expenses for travelling and living expenses incurred as a result of their visit shall be paid by the Assigning Party except as provided in article 9.3 hereinafter or as otherwise agreed between Parties.

The visitors will abide by the confidentiality terms and conditions provided in Article 10.

9.3 Visits and assignment

The Welcoming Party will provide assistance to the visitors by placing at their disposal any

9.4 Personal undertaking by visitors

The personnel assigned to the premises of the Welcoming Party shall sign a personal undertaking according to the confidentiality policy of the Welcoming Party (see the model in Appendix 3).

Article 10 CONFIDENTIALITY

10.1 Each Party undertakes to keep strictly confidential and not to disclose nor to communicate to any third party, by any means whatsoever, any Confidential Information received from or made accessible by the other Party for the purpose of the cooperation activities in any form described in Article 5 above, and to use such information solely for the purpose of the Agreement unless expressly authorized by the communicating Party.

Each Party shall use at least the same degree of care in protecting Confidential Information against disclosure to any third party as it exercises in protecting its own confidential information.

10.2 Each Party shall have the right to disseminate Confidential Information only to its employees and to its subcontractors on "a need to know" basis to use it within the scope of the performance of the Agreement provided that:

- its employees and subcontractors are themselves bound by the before mentioned confidentiality obligations;
- each Party procures that employees and subcontractors fulfil such obligations.

10.3 However, the provisions of this article shall not apply to Confidential Information for which the receiving Party can prove in writing that:

- such Confidential Information is or has become publicly known through no wrongful act on its part;
- such Confidential Information was already in its possession at the time of signature of the Agreement and/or Project Agreement to which the Confidential Information is related;
- such Confidential Information is rightfully received by the receiving Party from a third party without breach of any confidentiality obligation;
- such Confidential Information was independently developed or discovered by the receiving Party without use of any Confidential Information.

10.4 The provision of the present Article 10 shall remain in full force and effect during the term of the Agreement and for five (5) years after its expiry or termination.

10.5 Notwithstanding the above provisions, each Party has the right to communicate Confidential Information received from the other Party to its government authorities subject to appropriate protection of the Confidential Information by the receiving government authorities.

Article 11 PUBLICATIONS

11.1 Research conducted or findings obtained in the course of the cooperation activities performed by the Parties may be published by either Party provided the intended publication does not contain Confidential Information of the other Party.

The publishing Party will inform the other Party of the proposed publication in due time, as the case may be through the Project Coordinators or General Coordinators.

11.2 The other Party shall examine it promptly and notify the submitting Party of (i) its consent to the content of the paper, (ii) its request to amend and/or remove certain parts of the paper or (iii) to delay the paper publication, presentation or release as long as necessary to ensure adequate industrial and intellectual protection, provided that such period shall not

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exceed six (6) months from the date of the receipt of the paper by the notified Party. However consent may only be refused for good cause. It shall be deemed given unless the party has objected within 30 calendar days from written notification.

If a Party requests that the publication/communication should be exceptionally withheld for a longer time than six (6) months, this Party has to demonstrate that the information to be published/communicated is of an industrial or commercial strategic interest to its activities and/or that it would suffer disproportionate great harm. In such case, this objection shall be raised to the General Coordinators for decision.

11.3 Publications should refer to the Parties' cooperation and, at either Party's request, should name said Party's staff members involved in deriving the work results.

Article 12 INTELLECTUAL PROPERTY

12.1 Background

Each Party shall remain the sole owner of its Background used in a Project, or in any other forms of cooperation that is not identified as a Project. Neither the Agreement nor Project Agreements shall affect the ownership of any Background, whether or not protected by intellectual property rights that may be used during the Projects. Such Background will remain the property of the Party that contributes to the Project or its licensors. No rights of use or license of such Background shall be granted to the other Party unless specifically mutually agreed in writing by the Parties or as granted hereunder.

12.2 Foreground

12.2.1 Principles

Each Party shall be the sole owner of the Foreground (including but not limited to inventions) of cooperative activities performed under this Agreement and/or under Project Agreements, solely obtained by its staff members, whether obtained in the facilities of the other Party while on assignment or visit subject to applicable law, or in its own facilities, and may decide at its sole discretion to protect such results with any appropriate rights or title, such as patent application, at its sole name and costs in any country whatsoever, mentioning the inventor's name.

The Parties shall inform each other of their patent applications concerning Foreground without delay.

For specific activities or for activities in the forms i) (supply of services) in Article 5, the Parties may decide on a case by case basis the principles of Foreground ownership, which shall be provided in a Project Agreement.

12.2.2 Joint Foreground

If, in the course of carrying out work within Project, joint Foreground is created and staff members of both Parties are contributors to it, in such a way that such Foreground forms an indivisible part thereof, such that under applicable law, it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other IPR protecting or available to protect such Foreground, the Parties shall be joint owners of the Foreground in proportion to their intellectual, financial and material contributions in the joint Foreground.

The Parties agree that they may jointly apply to obtain and/or maintain the relevant rights. The Parties shall conclude an agreement concerning the costs, based on the principle that costs are borne by the Parties according to their shares in joint Foreground. The Parties agree to conclude joint ownership regulation agreement concerning such Joint Foreground, as soon as possible and in any case, prior to any commercial or industrial use.

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However, unless otherwise agreed by the Parties in a Project Agreement, should a Party not be interested in a protective right to Foreground, it shall offer its rights to the other Party for transfer, provided that it is legally and actually able to do so. The transfer of rights shall be provided for in a separate agreement. Such offer should be made early enough to enable the other Party to take any action required for safeguarding such rights within given statutory periods, especially within the twelve (12) month period to be observed for patent applications claiming priorities. The obligation to offer protective rights for transfer shall expire twelve (12) months after the end of the applicable Project Agreement term.

12.2.3 Each Party assumes the sole responsibility for any award or compensation that may be due its personnel in accordance with the laws and regulations of its country.

Article 13 RIGHTS OF USE

13.1 For carrying out the Projects or for internal R&D activities

During the term of this Agreement, each Party grants to the other a royalty free right of use of its Background and Foreground Needed for carrying out the Project (any other forms of cooperation that is not identified as a Project) or Needed for using its own Foreground for its own internal research and development activities, excluding any commercial use or exploitation. The Parties may conclude any separate license agreement to that purpose.

Unless otherwise agreed, rights of use granted on either Party's Background or Foreground to the other does not include the right to grant sub-license or to grant right of use to third parties, except for sub-contractors working for or on behalf of the Parties for carrying out the Project.

13.2 For other purposes

Should one Party request the granting of rights of use or license under the other Party's Foreground or Background for any other purposes than those defined in section 13.1 and especially for using Background or Foreground for commercial exploitation, including with third parties, the Parties undertake to negotiate in good faith the fair and reasonable conditions of such rights of use or license.

The Parties may agree upon specific terms and conditions with respect to rights of use on Foreground and Background in a Project Agreement.

13.3 Transfer of employees rights

Each Party shall ensure that it can grant rights of use on its Foreground and Background notwithstanding any rights of its employees, or other type of personnel that performs all or part of the Projects.

Article 14 LIABILITIES ON INFORMATION EXCHANGED

14.1 While the information (including Confidential Information) given by one Party the other under this Agreement is accurate, in the opinion and to the best of the communicating Party's information, the communicating Party does not warranty the pertinence of such information to any use which may be made by the receiving Party or by a third party.

14.2 Each Party shall be liable for any direct or consequential damages to its property, its personnel or to third parties, which might result from the use of information given by the other Party.

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Article 15 LIABILITY FOR ACCIDENTS

15.1 Damages to the personnel of each Party

15.1.1 Each Party is responsible for having the insurance coverage for its own personnel in accordance with applicable legal requirements for occupational injuries and occupational diseases. As a consequence, each Party must fulfil the required formalities and sustain all the costs, if any, involved in the insurance policies underwritten to cover its own personnel against the risks.

15.1.2 The Welcoming Party shall inform the Assigning Party of any incident or damage occurring to the personnel of the Assigning Party in the course of any assignment or visit in order to allow such assigning Party to proceed to the declarations required by law within the prescribed time.

15.1.3 In case of accident or illness of a visitor requiring urgent care, the Welcoming Party shall assist the visitor of the other Party for appropriate medical care.

15.1.4 Each Party is liable to damages caused by its personnel to the personnel of the other Party in compliance with the applicable law.

15.2 Damage to the other Party's properties

Each Party is liable to support, without any right of recoveries against the other Party, the damages caused to its own property by the personnel of the Assigning Party while on visit or assignment except in case of deliberate offence or gross negligence of the said personnel.

15.3 Third party liability

In accordance with the appropriate local regulations, each Cooperating Party shall remain liable for damages to third parties caused by its own personnel while on visit or assignment to the other Cooperating Party.

15.4 Nuclear liability

15.4.1 Each Party shall be solely liable for damage caused by a nuclear incident occurring inside its own installations, pursuant to the conditions and limits provided by the applicable local regulation and in accordance with the Paris Convention of 29th July 1960 on third party liability in the field of Nuclear Energy, except for damage suffered by the other Party's assets located on its sites and which are or may be used in connection with any one of the installations governed by the third party liability regime in the field of nuclear energy.

15.4.2 As a consequence, each Party agrees to indemnify and hold the other Party and its personnel harmless from any and all actions, claims and demands which may be brought against them in respect to any damage, liabilities or costs in connection with any nuclear incident arising out of or resulting from the performance of this Agreement inside its installations.

15.4.3 Each Party shall comply with the foregoing requirements by providing financial protection through governmental indemnities, private insurance, or any other financial protection, in sufficient amounts in accordance with the relevant applicable law of its country.

15.4.4 Each Party shall have a right of recourse against the other Party for nuclear incident within one year following the termination of the Project Agreement to which the nuclear incident is related or one year following the termination of this Agreement for a nuclear incident arising out of any other forms of cooperation that is not identified as a Project in a Project Agreement, if the cause of incident arises out or results from gross negligence of the other Party or any of its employees, including but not limited to the violation of security regulation.

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15.4.5 A "nuclear incident" means any occurrence or succession of occurrences having the same origin which causes damage, provided that such occurrence or succession of occurrences, or any of the damage caused, arises out or results either from the radioactive properties, or a combination of radioactive properties with toxic, explosive, or other hazardous properties of nuclear fuel or radioactive products or waste or with any of them, or from ionizing radiations emitted by any other source of radiation inside a nuclear installation.

15.5 Exclusion of indirect damages

Unless otherwise provided herein, no Party shall be responsible to the other for indirect or consequential loss or damages such as, but no limited to, loss of profit, loss of revenue or loss of contracts.

Article 16 PARTICIPATION OF THIRD PARTIES

In the event one Party wishes a "Participating Entity" as defined hereinafter, to participate in any form of cooperation contemplated in this Agreement, it shall obtain the written consent of the other Party. If so given, the terms and conditions of such participation shall be agreed upon through a specific agreement by which, in particular, such Participating Entity shall agree to comply with all the terms and conditions of this Agreement.

For the purposes of this article, "Participating Entity" shall mean any entity involved in research and development in France or Romania.

Article 17 ENTRY INTO FORCE AND DURATION - TERMINATION

17.1 The Agreement shall enter into force upon signature by both Parties and shall remain valid for five (5) years thereafter. This Agreement may be amended or extended at any time by mutual agreement of the Parties in writing.

17.2 Any Party may withdraw from its obligations and rights under this Agreement by six (6) month prior notice in writing.

17.3 In the event of termination of this Agreement by the expiry of time, or by withdrawal of a Party Article 10 (Confidentiality), Article 11 (Publications), Article 12 (Intellectual Property) – Article 13 (Right of Use), Article 14 (liability on information exchanged) and Article 15 (Liability for accidents) will remain in force.

17.4 Any Project Agreement not completed at the date of expiration of this Agreement can continue until its completion pursuant to the provisions of this Agreement.

Article 18 SETTLEMENT OF DISPUTES – ARBITRATION – APPLICABLE LAW

18.1 The Parties agree that any dispute arising out of the execution of this Agreement will be settled amicably if possible and, if necessary with the assistance of one or more independent experts.

18.2 All disputes which cannot be settled between the Parties will be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules unless the Parties agree on a single arbitrator.

18.3 Belgium Law will be applicable and Brussels (Belgium) will be the place of arbitration.

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18.4 However, whenever it is possible and applicable, the Parties may provide on a case by case basis in Project Agreement that applicable law shall be the law of the country in which the main cooperation activity is performed.

In such case, the Party may also specify that the place of arbitration shall be:

- Bucharest, Romania if CEA initiates the arbitration against **[ROMANIAN ORGANIZATION]**
- Paris (France) if **[ROMANIAN ORGANIZATION]** initiates arbitration against CEA

18.5 Procedures of arbitration shall be conducted in English.

Article 19 ALTERATIONS

19.1 Any modifications and amendments to this Agreement shall be made in writing and executed by authorized representatives of both Parties.

19.2 Provisions in an Project Agreement which differ from this Agreement, are only applicable, if this divergence is stipulated in an amendment to this Agreement. This amendment may apply to one or more Project Agreements and has to comply with the requirements in section 19.1.

19.3 In the event any provision of this Agreement is held to be unenforceable under applicable law: (i) such unenforceability shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable provision with an enforceable provision which has the effect nearest to that of the provision being replaced.

Article 20 FINAL PROVISIONS

20.1 The Parties will meet not less than ninety (90) days before the scheduled termination of this Agreement to review the status of the cooperation. At this time, they may consider extending this Agreement for a further period.

20.2 The activities carried out by each Party within the framework of this Agreement will comply with the laws and regulations of its country.

20.3 Rights and duties under this Agreement cannot be transferred to third parties, either in whole or in part, without the other Party's prior written consent.

20.4 In the event of legal succession, the other Party can terminate the Agreement without notice.

20.5 This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by the Parties.

20.6 This Agreement does not establish a link between the Parties under company law. Neither Party is authorized to make statements which are legally binding on the other Party. This Agreement does not forge a bond between the Parties, either internally or externally, beyond the scope of this Agreement.

20.7 Appendixes

The following Appendixes are attached to this Agreement, of which they form an integral part:

- Appendix 1: Project Agreement (Template)

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43

- Appendix 2: Yearly Report (Template)
- Appendix 3: Personal undertaking (Template)

This Agreement is drawn up and executed in two originals in English, one for each Party.

At _____,

On _____

For [ROMANIAN ORGANIZATION]

For CEA

Name

Name

Position

Position

F.B.

LB

**APPENDIX 1
PROJECT AGREEMENT (TEMPLATE)**

| | | | | |
|---|----------------------------|------------------------------|---------------------|---|
| CEA | | Romanian Organization | | |
| Project Agreement for the COOPERATION AGREEMENT IN THE FIELD OF SCIENTIFIC RESEARCH [OR IN THE FIELD OF ____] | | | | |
| AREA OF COOPERATION: | | | | Project Agreement n° |
| TITLE OF THE PROJECT: | | | | Date: |
| CONTENT OF THE PROJECT: | | | | |
| 1 - <u>Purpose:</u> | | | | |
| 2 - <u>Description of the Project and Scope:</u> | | | | |
| 3 - <u>Provisions for the cooperation:</u> The provisions of the Specific Cooperation Agreement in the field of scientific research concluded between CEA and [Romanian Organization] on the _____ apply to the execution of this Project Agreement together with the following specific conditions: Such as: - Identity of visitor - Place of performance - Details for the training - Specific Intellectual Property provisions, such as to software, patents, rules of exploitation, etc. | | | | |
| 4 - <u>Organizational scheme:</u> | | | | |
| 5 - <u>Financial provisions (if applicable):</u> | | | | |
| 6 - <u>Duration / Schedule:</u> | | | | |
| 7- <u>Applicable law / jurisdiction (if applicable)</u> | | | | |
| | | Technical Correspondent | Project Coordinator | Legal Representative (Head of Division) |
| <i>Romanian Organization</i> | Name: e-mail: phone: | | | |
| | Signature | | | |
| CEA | Name: e-mail: phone: | | | |
| | Signature | | | |

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**APPENDIX 2
YEARLY REPORT TEMPLATE**

| | | | | |
|---|----------------------------|------------------------------|---------------------|--------------------|
| CEA | | <i>Romanian Organization</i> | | |
| Yearly Activity Report for the COOPERATION AGREEMENT IN THE FIELD OF SCIENTIFIC RESEARCH [OR IN THE FIELD OF ____] | | | | |
| AREA OF COOPERATION : | | | | Ref |
| PROJECT TITLE: | | | | Reporting Period : |
| YEARLY ACTIVITY REPORT : | | | | |
| 1 - <u>Main Objectives of the Cooperation:</u> | | | | |
| 2 - <u>Status and Results of the past year</u> | | | | |
| 3 - <u>Special Highlights:</u> | | | | |
| 4 - <u>Work Programme for the following year and long term perspectives:</u> | | | | |
| 5 - <u>Statistical information:</u> List of publications related to cooperation List of patents filed based on cooperation List of graduate students / early career scientists involved in cooperation List of theses and prizes achieved within cooperation Third party funding acquired by cooperation | | | | |
| | | Technical Correspondent | Project Coordinator | |
| <i>Romanian Organization</i> | Name: e-mail: phone: | | | |
| | Signature | | | |
| CEA | Name: e-mail: phone: | | | |
| | Signature | | | |

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APPENDIX 3

PERSONAL UNDERTAKING (TEMPLATE)

I the undersigned _____ declare that I have read and understood the Cooperation Agreement in the field of scientific research [or in the field of ____] signed by CEA and **[Romanian Organization]** dated _____ and in particular its article 9, governing my attachment to _____ and article 10 governing confidentiality and undertake to observe the terms and conditions thereof in so far as they affect me.

I also undertake after my attachment not to divulge any information obtained during my attachment except to persons authorized under the terms of the CEA/ **[Romanian Organization]** Cooperation Agreement.

Signed

Date

I.B.

