

**Commissariat à l'énergie atomique et aux énergies alternatives
(CEA)**

**Institutul de Fizică Atomică
(IFA)**

**GENERAL COOPERATION AGREEMENT
FOR SCIENTIFIC RESEARCH**

Between

The **Commissariat à l'énergie atomique et aux énergies alternatives**, 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 Mr. Hervé Bernard, acting as Administrateur Général Adjoint

Designated below by **CEA**

and

The **Institutul de Fizică Atomică**, a Romanian public institution with legal personality, under the subordination of the National Authority for Scientific Research and Innovation, which according to the laws in force is entitled to manage international programmes of research and development in its field of activity, with the following address: Institutul de Fizică Atomică, Str. Atomiştilor nr. 407, Măgurele, Ilfov, 077125, Romania, represented by Mr. Florin-Dorian Buzatu, acting as Director General

Designated below by **IFA**

Hereinafter referred to as the "Parties" or a "Party"

CONSIDERING the Agreement for scientific and technical cooperation between the Government of the Socialist Republic of Romania and the Government of France, signed in Paris on July 31, 1964, and the Cultural Agreement between the Government of the French Republic and the Government of the Socialist Republic of Romania signed in Paris on January 11, 1965;

CONSIDERING the Joint Declaration with a view to implementing a strategic partnership between France and Romania, signed in Bucharest on February 4, 2008, according to which France and Romania have expressed their will to develop mutual cooperation activities especially in the field of energy and environment;

CONSIDERING the mutual interest in developing research in the field of nuclear energy, new technologies for energy, fundamental research on energy, and technologies for information and health, such as proved in the previous general agreement between CEA and IFA, signed at Măgurele-Bucharest on December 2, 2009,

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CONSIDERING the general interest of encouraging such a bilateral cooperation, on a basis of equality and mutual benefit and the wish of the Parties to develop and consolidate their mutual scientific cooperation,

CONSIDERING the importance of such cooperation in the process of creation within the European Research Area,

CONSIDERING that the Romanian Government, through the National Authority for Scientific Research and Innovation, put IFA in charge of setting up a cooperation programme with CEA,

Have agreed as follows:

Article 1 - DEFINITIONS

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

“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 Cooperating Partner prior to a Project Agreement.

“Confidential Information”: means any proprietary information communicated, or made accessible by a Party to the other Party within the framework of the General Agreement or in the framework of the Project Agreements, 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 a Project Agreement are Confidential Information.

“Cooperating Partners”: the parties to any Project Agreement, i.e. CEA, IFA and the Romanian Research Institutions.

“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 this agreement, its Annexes and amendments if applicable.

“Joint Calls” means the calls for Projects proposal mutually prepared and issued by the Parties.

“Project”: means the specific study or action (in any form of cooperation as described hereinafter) carried out by the Cooperating Partners and described in a Project Agreement.

“Romanian Research Institutions”: means any legal entity of national interest or any public or private institution pursuing R&D activities in Romania (including IFA), who enters into Project Agreement with CEA and IFA under the terms and conditions of the present General Agreement.

“Project Agreement”: means the cooperation agreement entered into between CEA, IFA and a Romanian Research Institution, implemented within the framework of the General Agreement.

Article 2 – OBJECTIVE OF THE GENERAL AGREEMENT

The purpose of the General Agreement is to promote scientific cooperation between Romania and France in the research areas as described in Article 3 hereunder and to set up the terms and conditions of the cooperation.

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Article 3 – FIELDS OF COOPERATION

The fields of cooperation may include:

- **Nuclear Energy**, including
 - Nuclear safety
 - Development of new generation nuclear power reactors
 - Spent fuel and radioactive waste management
 - Exchange information relating to nuclear energy
 - Education and training
- **New Technologies for Energy** including:
 - Fuel cells
 - Solar cells
 - Energy storage
 - Hydrogen
- **Fundamental Research on Energy**, including:
 - Nuclear fusion and fission
 - Matter sciences
 - Climate sciences
- **Technologies for Information and Health**, including:
 - Micro and Nano-technologies
 - Software technologies
 - Biotechnologies
 - Radiobiology and nuclear toxicology
 - Radioprotection
 - Medical imaging

Other fields of cooperation can mutually be agreed upon in writing between the Parties.

Article 4 - FORMS OF COOPERATION

Main forms of cooperation will be:

- 1) **Bilateral R&D projects**, submitted, selected, and financed under the Joint Calls procedure organized by the Parties.
- 2) **Bilateral support actions** projects, submitted, selected and financed under the Joint Calls procedure organized by the Parties, aiming at preparing the submission of joint R&D project proposals the Joint Calls procedure organized by the Parties, or for joint participation in international or EU Programs and initiatives,

Other forms of scientific cooperation can mutually be agreed upon in writing between the Parties.

Article 5 – IMPLEMENTATION

For cooperation activities described in Article 4, contributions of the Cooperating Partners to the Projects are implemented on the basis of a common procedure agreed by both Parties.

Each Cooperating Partner is responsible for its own costs incurred for the performance of the established Projects excepting the assistance provided to the visitors according to the Art. 7.3.

Each Cooperating Partner undertakes to assign its personnel and to use its facilities and equipment in order to properly achieve its share in each of the Project(s) that will be established under a Project Agreement.

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5.1 Joint Calls

5.1.1 Launching the Joint Calls for project proposals

The calls for project proposals are annual and carried out by CEA and IFA, subject to availability of funds from both Parties, using the template for proposal submission attached in annex 1.

5.1.2 Eligibility criteria

In order to be eligible under the Joint Calls, the project proposals shall be prepared in partnership between at least one Romanian Research Institution and one CEA research unit and submitted to both CEA and IFA.

Other criteria shall be decided by the Parties through the Management Committee and shall be disseminated through the call for proposal.

5.1.3 Selection procedure and financings

The Management Committee shall select the Projects based on the common evaluation procedure and criteria agreed by the Parties.

The annual budget from each Party allocated to select Projects should be financed, as much as possible, on equal shares by the Parties, and shall be reviewed by the Management Committee on the basis of the Cooperating Partners inputs. However, balanced financing from each Party is not required for each Project.

5.2 Project Agreement

The Cooperating Partners shall conclude for each Project a Project Agreement, using the template attached in Annex 1, providing with details of the Projects. All Project Agreements shall comply with the provisions of the General Agreement and shall be communicated to the Parties before the starting of the Project.

Article 6 – MANAGEMENT COMMITTEE

6.1 Composition

CEA and IFA shall establish a Management Committee composed of two (2) members of each Party, including their respective coordinator.

Each Party shall notify in writing one to the other the name of its members of the Management Committee.

6.2 Meetings

The Management Committee shall meet as required, and at least once a year, alternately in France and in Romania, unless otherwise agreed by the Parties. The date and agenda of the meeting will be mutually agreed.

6.3 Management Committee Attributions

The Management Committee shall have the following attributions:

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a) General follow-up

- monitor the implementation of the General Agreement;
- discuss and propose changes to the General Agreement or proposal for renewal, and in general, propose solutions to any problems or difficulties arising from its implementation.

b) Joint Calls

- organize the Joint Calls for proposals (topics, duration, communication, evaluation, selection etc.);
- review and propose the annual budget allocated by each Party to the Joint Calls;
- set the evaluation criteria for the applications to be submitted under the Joint Calls;
- ensure evaluation and selection of jointly submitted projects, on the basis of a common procedure agreed by both Parties;

c) Review of ongoing cooperation activities:

- review evolution and performance of the ongoing projects based on the yearly activity report of the project;
- organize symposia/workshops/seminars for presenting the achievements of the ongoing projects and perspectives of the cooperation activities.

Article 7- WELCOMING VISITORS

Exchange of specialists, assignments, visits to scientific facilities and training assignments shall be organised by the Cooperating Partners under conditions specified in the Project Agreements in accordance with the following principles:

7.1 Notification of visits

The Cooperating Partner assigning its personnel (hereinafter "Assigning Partner") shall notify to the other Cooperating Partner welcoming such personnel (hereinafter "Welcoming Partner") its proposition for the visit or assignment of its personnel in a reasonable time in advance, stating the visit or assignment purpose, time schedule and the identity of the visitor.

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

The Cooperating Partners 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.

7.2 Compliance with rules

During their visit to the Welcoming Partner, the visitors will be subject to the rules and regulations (including the security regulations) in force within the premises of the Welcoming Partner 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 Partner 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 Partner except as provided in article 7.3 hereinafter or as otherwise agreed between Cooperating Partners.

The visitors will abide by the confidentiality terms and conditions defined in the Project Agreement, which shall be equivalent to those provided in Article 8 of the General Agreement.

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7.3 Visits and assignment

The Welcoming Partner will provide assistance to the visitors by placing at their disposal any office, supporting facilities and services which are necessary for them to fulfil their duties as agreed upon between the Cooperating Partners. Moreover, the Welcoming Partner will assist the visitors to find appropriate accommodation.

The mobility costs incurred during the visits shall follow the reciprocity rule:

- International travel expenses will be borne by the Assigning Partner
- Living expenses for the performance of the cooperation activities like, accommodation, meals and public transportation costs will be borne by the Welcoming Partner according to the national legislation into force.

During their visit, any expenses (domestic travel, telephone, computer time, etc.) incurred by the visitors for the performance of the cooperation activities within the Welcoming Partner will be borne by the Welcoming Partner subject to its own rules, except for expenses which are made at the Assigning Partner's request or for its sole benefit which will be borne by itself and invoiced by the Welcoming Partner to the Assigning Partner when necessary.

7.4 Personal undertaking by visitors

The personnel assigned to the premises of the Welcoming Partner shall sign a personal undertaking according to the confidentiality policy of the Welcoming Partner (see the model in Annex 2).

Article 8- CONFIDENTIALITY

8.1 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 4 above, and to use such information solely for the purpose of the General Agreement and/or the Project Agreements 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.

8.2 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 General Agreement or Project Agreements 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.

8.3 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 General Agreement or Project Agreements 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.

8.4 The provision of the present Article 8 shall remain in full force and effect during the term of the Project to which the Confidential Information is relating to and for five (5) years after its expiry or termination, or, when Confidential Information is relating to the General Agreement, the

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confidentiality obligation shall remain in full force during the term of the General Agreement and for five (5) years after its expiry or termination.

8.5 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.

8.6 The terms of this Article 8 shall apply to Cooperating Partners.

Article 9- PUBLICATIONS

The Parties should use best efforts to jointly publish the scientific results obtained during the lifetime of the Projects agreed, without prejudice to the confidentiality obligations provided herein.

Detailed arrangement on publication procedure shall be provided by the Cooperating Partners in the Project Agreement.

Article 10 – INTELLECTUAL PROPERTY

Attribution and management of intellectual property rights in the framework of Projects shall be determined by the Cooperating Partners under conditions specified in the Project Agreements with the following guidelines:

10.1 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 General 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 Party or as granted hereunder.

10.2 Foreground

10.2.1 The treatment of intellectual property rights arising from a Project Agreement or a Project shall be regulated by the relevant national and international regulations in accordance with the following principles:

No financing shall be provided by IFA to Romanian Research Institutions for a Project, unless such a provision is explicitly introduced in the Project proposal.

10.2.2 Each Party shall be the sole owner of the Foreground generated during the carrying out of cooperative activities performed under this General Agreement or a Project Agreement, 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.

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

10.2.4 Joint Foreground: If, in the course of carrying out cooperation activities under this General Agreement or a Project Agreement, joint Foreground is jointly generated by staff members of both Parties, in such a way that it is not possible to establish the respective contribution of each Party or to separate them for the purpose of applying for, obtaining and/or maintaining

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the relevant protection, the Parties shall be joint owners of the Foreground in proportion to their contributions in the joint Foreground.

- 10.2.5** The Parties agree that they may jointly apply to obtain and/or maintain the relevant rights. The Parties shall come to 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 a joint ownership regulation agreement concerning such Joint Foreground.
- 10.2.6** However, inasmuch as either Party is not interested in a protective right pursuant to (ii) and (iii), 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 12 months period to be observed for patent applications claiming priorities.
- 10.2.7** 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 11- RIGHTS OF USE

The Parties shall have the following rights of use on the Background and Foreground:

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

Each Party grants to the other a royalty free right of use of its Background and Foreground Needed for carrying out the 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.

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.

11.2 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 11.1 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.

11.3 Transfer of employees rights

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

Article 12- LIABILITY ON INFORMATION EXCHANGED

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

12.2 Each Cooperating Partner or 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 Cooperating Partner or Party.

Article 13 - LIABILITY FOR ACCIDENTS

13.1 Damages to the personnel of each Cooperating Partner

13.1.1 Each Party takes in charge of the insurance coverage for its own personnel in accordance with applicable legal requirements for occupational injuries and occupational diseases within the limits of the Project budget, supported by each respective Party. 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.

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

13.1.3 In case of accident or illness of a visitor requiring urgent care, the Welcoming Partner shall assist the visitor of the Assigning Partner for appropriate medical care.

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

13.2 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 Partner while on visit or assignment except in case of deliberate offence or gross negligence of the said personnel.

13.3 Third party liability

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

13.4 Nuclear liability

13.4.1 Each Cooperating Partner 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 Cooperating Partner'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.

13.4.2 As a consequence, each Cooperating Partner agrees to indemnify and hold the other Cooperating Partner 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.

13.4.3 Each Cooperating Partner 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.

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13.4.4 Each Cooperating Partner shall have a right of recourse against the other Cooperating Partner for nuclear incident within one year following the termination of the Project Agreement, if the cause of incident arises out or results from gross negligence of the other Cooperating Partner or any of its employees, including but not limited to the violation of security regulation.

13.4.5 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.

Article 14 - DURATION - TERMINATION

14.1 The General Agreement shall enter into force on the date of signature by the Parties and shall remain in full force and effect for five (5) years there from.

Notwithstanding the above, each Party may terminate the General Agreement, subject to a prior written notice to the other Party. The termination shall be effective six months after the date of such written notification.

14.2 Three months before the date of expiry, the Parties shall discuss whether they contemplate the renewal of the General Agreement.

Any modification or renewal of this General Agreement shall be agreed upon by a written amendment signed by the representatives of each Party.

The expiry or termination of this General Agreement shall not alter the rights acquired by each Party prior to the expiry or termination date.

14.3 All joint cooperation activities still in progress at the date of expiry or termination of the General Agreement shall be carried out in compliance with the provisions of the applicable Project Agreement. The terms and conditions of the General Agreement shall survive its expiry or termination for the purpose of achieving any on-going collaboration activities.

Article 15- SETTLEMENT OF DISPUTES – APPLICABLE LAW

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

Any dispute which cannot be settled amicably between the Parties within ninety (90) days as from the notification to the coordinators of this dispute will be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

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ARTICLE 16- ANNEXES

The following Annexes are integral parts of this General Agreement:

Annex 1 (Model of Project Agreement – Art. 5.2)

Annex 2 (Model of Personal undertaking by visitors - Art.8.4)

Signed on April 1, 2015

At Măgurele - Bucharest

In two originals in English version.

For the **Commissariat à l'énergie atomique et aux énergies alternatives** For the **Institutul de Fizică Atomică**



Mr. Hervé Bernard
Administrateur Général Adjoint



Mr. Florin-Dorian Buzatu
Director General

**ANNEX 1
PROJECT AGREEMENT (TEMPLATE)**

CEA	IFA	<i>Romanian Organization</i>	
Project Agreement for the COOPERATION AGREEMENT IN THE FIELD OF XXXX			
FIELD OF COOPERATION (Art.3)		Project Agreement n°	
AREA OF COOPERATION (Art.3):			
TITLE OF THE PROJECT:		Date:	
THE PRESENT PROJECT AGREEMENT COMPLIES WITH THE PROVISIONS OF THE GENERAL AGREEMENT			
CONTENT OF THE PROJECT:			
The provisions established in the General Agreement should apply to any Project Agreement.			
1 - <u>Purpose:</u>			
2 - <u>Description of the Project and Scope:</u>			
3 - <u>Provisions for the cooperation:</u>			
Such as:			
- Identity of visitor;			
- Place of performance;			
- Details for the training;			
etc			
4 - <u>Organizational scheme:</u>			
5 - <u>Financial provisions</u>			
6 - <u>Duration / Schedule:</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		
IFA	Name: e-mail: phone:		
	Signature		

ANNEX 2

PERSONAL UNDERTAKING (TEMPLATE)

I the undersigned _____ declare that I have read and understood the General Agreement in the field of scientific research signed by CEA and *IFA* dated _____ and in particular its article 7, governing my attachment to _____ and article 8 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]* Project Agreement.

Signature

Date

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