



FRAMEWORK AGREEMENT

BETWEEN

THE COMMISSARIAT À L'ÉNERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES

AND

INSTITUTUL DE FIZICĂ ATOMICĂ

FOR COOPERATION IN THE FIELD OF SCIENTIFIC RESEARCH

BETWEEN

The Commissariat à l'Energie 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 at 25 rue Leblanc, Bâtiment « Le Ponant D » - 75015 Paris, FRANCE, declared at the Paris Register of Commerce and Trade under the following registration number: R.C.S. Paris B 775 685 019, represented by Ms Anne-Isabelle Etievre as General Administrator (Administratrice Générale),

Hereinafter named « CEA »

And

Institutul de Fizică Atomică, a Romanian public institution with legal personality, under the subordination of the National Authority for Research, 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

Hereinafter named « IFA »

Hereinafter individually referred to as “a Party” and collectively referred to as the “Parties”.

PREAMBLE

RECALLING the historical cooperation relations between France and Romania in the scientific fields, and the general agreement concluded between CEA and IFA at Măgurele-Bucharest on 2 December 2009;

CONSIDERING the importance of developing a bilateral collaboration between French and Romanian scientists and to contribute to European sovereignty in the European agenda of energy and climate transition and digital transition;

RECALLING IFA's desire to provide funding to leading Romanian public or private research organisations (hereinafter referred to as "Romanian Participants") willing to enter into research and development projects with the CEA in areas of common interest between France and Romania;

RECALLING that CEA is a major French and European Research and Technology Organisation (RTO) with research and development capacity in various areas of science and technology of common interest to France and Romania;

RECALLING IFA and CEA's mutual desire to encourage scientific networking and the genesis of research and development projects between scientists from Romania and the CEA through calls for proposals.

The Parties have expressed the following intentions:

ARTICLE 1 PURPOSE

The purpose of the Agreement (hereinafter referred to as "the Agreement") is:

- to enable the organisation and selection of calls for proposals in research areas of common interest, hereinafter referred to as "Common calls";
- to define the global architecture and financial envelope in support of such Common calls;
- to provide in Annexes the procedure for the Common calls and the terms and conditions applicable to the implementation of joint research and development collaboration projects selected through the Common calls.

Such Common Calls shall fulfil the conditions for "effective collaboration" pursuant to the EU Framework for State aid for research and development and innovation (2022/C 41/01) of October 28, 2022, or any replacing EU regulation or communication applicable at the time the foreseen projects are conducted

This Cooperation Agreement is conducted solely for peaceful purposes and does not aim at limiting either Party's capacity to conduct research and development activities with any third parties, nor at creating legally enforceable obligations on either Party's side to conclude further agreements except as mutually agreed.

ARTICLE 2 COMMON CALLS, FUNDING SCHEME, PROJECTS

Purpose of the “Common Calls”

The purpose of these “Common calls” as detailed below will be to select and match research proposals from qualified researchers from the CEA and Romania in order to stimulate existing collaborations and possible new collaboration opportunities.

The Common Calls rules which may be communicated to the Participants are detailed in Annex 1.

All changes into the below provisions and/or Annex 1 will be subject to the prior approval of the CEA-IFA Steering Committee referred to at article 4 infra.

Definition of the Common Calls:

At least once a year, at the beginning of the year, the Parties will discuss the opportunity to organize one common call encompassing all the areas of mutual interest as defined by article 3 in order to promote joint research and development projects between scientists from the CEA, hereinafter “CEA Participants”, and “Romanian participants”. For this purpose, at the beginning of each calendar year, parties will agree on a Common Calls, and will circulate this Common Calls to its respective researchers. This means for the two Parties:

- IFA will invite “Romanian Participants” (such as public and private research and development institutions, universities and research development and innovation organisations from Romania) to submit project proposals, in conjunction with CEA participants, in response to IFA’s Common Calls for proposals. A funding shall be proposed by IFA to eligible Romanian Participant in accordance with applicable Romanian State aid laws and regulations. All decisions regarding the funding envelope, eligibility, allocation rules, grant decision and/or funding management will be solely made by IFA.
- CEA will invite CEA researchers hereinafter named “CEA Participants” to submit project proposals, in conjunction with Romanian participants, in response to CEA’s Common Calls for proposals. The CEA’s contribution to such a project shall be delivered on an in-kind basis and determined in accordance with CEA’s internal rules without contribution from IFA.

Submission of projects in the Common Calls :

During the window of the Common Calls for proposals, the CEA Participants and the Romanian Participants can submit a project proposal, one on each side, for a project they intend to deliver jointly. The CEA Participants’ project proposal should be submitted to the CEA representatives of the Steering Committee and the Romanian Participant(s)’s project proposal should be submitted to IFA representatives of the Steering Committee.

Evaluation of the project proposals:

After closure of the Common Calls for proposals window, each party evaluates, assesses the complementarity and ranks the projects of its own researchers (i.e., CEA evaluates the project

proposals of the CEA Participants and IFA evaluates the project proposals of the Romanian Participants). The criteria of evaluation are detailed in Annex 1.

The evaluation of each project proposal will be made for CEA by inhouse scientific experts and for the Romanian participants by external experts approved by the National Authority for Research. all experts being independent from the candidates' teams.

Approval of the project proposals by the Steering Committee:

Once a year, after the internal evaluation process is complete, the Steering Committee meets, reviews and approves the project proposals based on their respective evaluations. If the ranking of the project proposal is significantly different, the Steering Committee will discuss more in-depth the opportunity of each project proposal on a case-by-case basis, and will decide accordingly.

From project proposals to Projects:

The project proposals submitted through Common Calls can be turned into Projects between the CEA Participant and the relevant Romanian Participant after their review and approval by the CEA-IFA Steering Committee, as provided at article 4 infra.

Prior to the performance of any such Project:

- IFA will sign a grant agreement with the Romanian Participants eligible for IFA's funding.
- Each Romanian Participant will be required to sign a written action sheet with the CEA Participant, hereinafter referred to as "Action Sheet" as provided at article 7 infra.

Definition of the funding scheme

The funding scheme is the following:

- The CEA and IFA's contributions towards the implementation of the Projects will be estimated by each Party on a yearly basis prior to launching the Common Calls;
- Such a contribution will be delivered on a balanced basis, through separate mechanisms, under the supervision of the CEA-IFA Steering Committee.
- The Projects will not require any funding nor in-kind contribution from either Party to the other.
- Neither Party will request the other Party's participation in the funding nor the funding attribution process.

ARTICLE 3 AREAS OF MUTUAL INTEREST

The calls for proposals of IFA and of the CEA will be issued in the following areas of mutual interest:

- **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;
 - Development of new materials and coating architectures for nuclear protection;
 - Plasma physics, magnetohydrodynamics, and nuclear fusion;
 - Gas and plasma permeation, in hydrogen/deuterium and then in tritium;
 - Plasma coating of components.

- **New Technologies for Energy** including:
 - Fuel cells;
 - Solar cells;
 - Energy storage;
 - Hydrogen;
 - Green energy by thermoelectricity;
 - Energy harvesting.

- **Fundamental Research on Energy**, including:
 - Nuclear fusion and fission;
 - Matter sciences;
 - Climate sciences;
 - Nuclear data;
 - Magnetic materials and applications;
 - Materials science / Multifunctional materials.

- **Technologies for Information, Health and security**, including:
 - Micro and Nano-technologies;
 - Software technologies;
 - Biotechnologies;
 - Radiobiology and nuclear toxicology;
 - Radioprotection and radiation metrology;
 - Medical imaging and radiotherapy and radiotherapy;
 - Waste to new products and materials;
 - Nano-medicine, innovative diagnostics and therapies;
 - Decision support tools for sustainable environmental monitoring of aquatic ecosystems;
 - Wellbeing and rehabilitation;
 - Nuclear forensics;
 - Quantum communications and technology;
 - High-power computing and numerical simulations;
 - Radiation safety and radioprotection;
 - Radioisotope production, radiobiology, and nuclear toxicology.

- **High-power Lasers**
 - Instrumentation for experiments with high-power lasers;

- Compact laser-plasma accelerators and related technologies;
 - High-intensity laser–matter interactions and ultrafast phenomena;
 - Laser science, metrology, and associated technology.
- **Life and environmental sciences**
- Pathogenesis, innovative diagnostics and therapies;
 - Bio and medical sensors;
 - Devices for environment monitoring and technologies for water cleaning;
 - Technologies for the preservation of cultural heritage;
 - Medical physics.

Other areas can mutually be agreed upon in writing between the Parties.

ARTICLE 4 STEERING COMMITTEE

On the basis of this Agreement, CEA and IFA will establish a Steering Committee including at least two (2) members of each of their organisations, two of them being the General Coordinators.

The Steering Committee will meet at least once a year, alternatively in France and in Romania, or remotely. All decisions of the meeting will be made in writing, alternatively by each Party's Coordinator, and will be deemed approved by the other Party in the absence of objection within one (1) calendar month from their communication to the other Party's Coordinator.

The role of the Steering Committee will be as and when relevant:

- to appoint two general coordinators, one from each Party (hereafter referred to as the "General Coordinators") in order to coordinate and monitor cooperation activities between the Parties under this Framework Agreement;
- to approve each Party's contributions towards the implementation of the Projects on a yearly basis;
- after completion of the internal review process, to review the Romanian Participants' proposals and the CEA Participants' proposals for matchmaking purposes;
- to make all final decisions regarding a project selection, except funding attribution to the Romanian Participants, which remains under IFA's sole responsibility;
- to ensure the signature of an Action Sheet as defined at article 7 between the Romanian Participants and the CEA Participants for the performance of the said joint research and development collaboration project;
- to approve any change into the Common Call procedure set forth in Annex 1.

ARTICLE 5 GENERAL COORDINATORS

The role of the "General Coordinator(s)" includes, as and when relevant:

- to monitor the implementation of the Common calls on behalf of the Steering Committee;
- to facilitate the evaluation process within each Party's internal organisation of the submitted proposals;
- to report to the CEA-IFA Steering Committee the scientific and technical assessment of the proposals by each Party and any issue in relation to the herein activity;
- to monitor the Projects implementation on behalf of the Steering Committee.

To prevent conflicts of interest, the General Coordinators will refrain from directly participating in the performance of a research and development project and from signing any Action Sheet necessary to carry out a project.

More generally, the prevention of conflict of interest shall apply to each Party, members of the Steering Committee as defined in Annex 1.

ARTICLE 6 ACTION SHEET

Prior to the performance of a Project selected by the Steering Committee, the CEA Participants and the relevant Romanian Participant will be requested to sign an Action Sheet in accordance with the boundary terms and conditions provided in Annex 2.

This Action Sheet will describe the Participants' contribution to the project proposal, the work package of the Participant and the work package of the CEA Participant.

In each Action Sheet, Participants shall ensure, in the implementation of the Project, that their cooperation constitutes an "effective collaboration" within the meaning of the EU Framework for State aid for research and development and innovation (2022/C 41/01) of October 28, 2022. This effective collaboration shall be demonstrated in each Project, inter alia, through the joint drafting of deliverables, such as, but not limited to, scientific publications, activity reports.

The Action Sheet may amend, supplement, or derogate from the terms and conditions set out in Annex 2, such as, but not limited to, the order of precedence, the specific rules governing, the implementation of their project pursuant to this Agreement such as conditions for receiving visitors in a Participant's premises, the confidentiality obligations towards third parties contributing to the Project, additional provisions relating to intellectual property and rights of use, absence of liability for information exchanged, liability, and dispute resolution and applicable law clauses.

ARTICLE 7 CONFIDENTIALITY

CEA and IFA will keep in confidence all information communicated to each other for the purpose of organizing the Common calls and evaluating the proposals, and will only use such information for the purpose of this Agreement.

Should an exchange of confidential information occur between the Parties in the course of this Agreement, the Parties will sign separate binding non-disclosure agreement(s) (NDA) as deemed necessary to protect their confidential information from disclosure and unauthorized use. The definition of such confidential information, as well as the term of the confidentiality obligation and other terms and conditions as deemed relevant shall be decided on a case-by-case basis after mutual consultations and agreement in the above-mentioned separate NDAs.

ARTICLE 8 DURATION - TERMINATION

This Agreement will enter into force on 18 May 2026 upon its signature by both Parties and will remain in force for five (5) years.

8.1 Notwithstanding the foregoing, either Party may terminate this Agreement at any time upon prior written notice to the other Party. Such termination will take place three (3) calendar months from the date of receipt of such notice subject to the completion of all pending Common calls and projects selection procedure. This termination shall not affect the performance of Action Sheets concluded prior to the termination notice nor jeopardizes the signature of Action Sheets for projects whose final decision was taken by the Steering Committee prior to the termination notice.

8.2 Any amendment, renewal, or continuation of the Agreement will be subject to a written amendment signed by the authorized representatives of each Party.

ARTICLE 9 INFORMATION EXCHANGED

While the information provided by each Party under this Agreement shall be accurate to the best of its knowledge and belief, it is communicated “as is” without any express or implied guarantees of any kind, such as but not limited to the accuracy, comprehensiveness, usefulness, sufficiency of the information, fitness to a purpose, industrialization and commercial exploitation, lack of errors or defects and/or any dependence on third party’s rights.

Accordingly, such information shall be used by the receiving Party at their own expense, risk and peril, and neither Party shall have any right of claim against the Party, nor its subcontractors, staff, and insurers, for any reason whatsoever in relation to the use, absence of use, and misuse of such information.

ARTICLE 10 FINANCIAL CONDITIONS

Except as otherwise agreed to in writing, all costs arising from the implementation of this Agreement shall be borne by the Party that incurs them.

ARTICLE 11 PARTY PERSONNEL

Each Party and CEA are responsible for the personnel they assign to this Agreement.

Therefore, each Party is responsible for providing coverage for its personnel in accordance with applicable social security, workers' compensation, and occupational disease legislation, and for completing all required formalities. Compensation for damages suffered by these personnel as a result of or in connection with the performance of this Agreement is therefore governed both by social security and workers' compensation legislation and by their own specific employment status.

Each Party shall inform the other Party of any incident or damage occurring to the staff of such other Party in the course of any work, in order to allow such other Party to proceed to the declarations required by law within the prescribed time.

ARTICLE 12 LIABILITY

The Parties and their respective insurers mutually waive any and all rights of recourse against one another and against their respective insurers for any damage of whatsoever nature that they may suffer in connection with the performance of this Agreement.

ARTICLE 13 FINAL CLAUSES - INTERPRETATION

This Agreement is drawn up in the English language and is governed by French law.

No Party is required to breach any mandatory statutory laws and regulations under which it operates.

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

Nothing in this Cooperation Agreement shall be deemed to constitute a joint venture, agency, company, mandate, interest group, or any other kind of formal business grouping or entity between the Parties.

If an issue should arise in the interpretation or implementation of any provision of this Agreement, both Parties will promptly consult each other and settle their issue amicably in the spirit of good faith. To the extent permitted, the Parties shall attempt to settle any dispute in relation to the interpretation and/or performance of this Agreement in an amicable way.

Done at Măgurele - Bucharest on 18 May 2026, in two originals in English.

**For the Commissariat à l'énergie
atomique et aux énergies alternatives**

For Institutul de Fizică Atomică

Mr. Philippe Chapelot
Deputy Head of the
International Relation Division

Mr. Florin-Dorian Buzatu
Director-General

ANNEX 1: RULES FOR CEA-IFA COMMON CALLS

The following rules are agreed to between the CEA and IFA (hereafter “the Parties”) under the Framework agreement for cooperation in scientific research (hereafter referred to as “Agreement”) and may be communicated to the Common Calls Participants. Any changes to these rules is subject to the prior approval of the CEA-IFA Steering Committee as defined by the Agreement.

General conditions

The Common calls Participants will be reminded of the following:

- For a proposal to be eligible for evaluation, the Participants will be requested to submit an application to the coordinator of their country designated in the call documents; CEA researchers must include a Romanian participant, and Romanian researchers must identify a CEA research institute in their respective applications; ;The duration of projects cannot exceed 3 years.
- The applications should be presented using the forms of CEA for the CEA scientists and the forms of IFA for the Romanian Participants’ scientists.
- Incomplete, late and inadequately labelled applications will not be considered by the Parties and will be returned to the applicant.
- An internal evaluation procedure will follow at each Party’s level leading to a scientific and technical assessment of each proposal. The CEA Participants’ proposals will only be evaluated by the CEA, and the Romanian Participants’ proposals will only be evaluated by the IFA.
- Evaluation criteria will be mainly based on:
 - o Excellence;
 - o Impact;
 - o Implementation.
- Additional criteria might be added call-by-call.

The Parties will strive to support early-career stage project leaders (up to 5 years from their first PhD) as at least 20 % of selected projects.

After internal evaluation, all applications from the CEA Participants and from the Romanian Participants will be submitted to the CEA-IFA Steering Committee through the Coordinators of each Party.

All applicants will be notified by the General Coordinators (article 5 infra) of the CEA-IFA Steering Committee (article 6 infra) final decision regarding their project proposal.

For a proposal to be implemented, an Action Sheet will have to be signed between the CEA and the Romanian Participants, based on the template Action Sheet mentioned in Annex 2.

This Action Sheet will include the description of both Participants' project proposals which shall together be referred to as "the Project".

Prevention of conflict of interest

For the purposes of the Agreement, a conflict of interest shall be deemed to exist where the impartial and objective exercise of functions relating to the organization of calls for proposals in research areas of common interest and the evaluation and selection of Participants is compromised, or may reasonably be perceived as compromised, for reasons involving economic interests, institutional affiliations, personal relationships, or any other direct or indirect interest of a Party.

Each Party, the CEA-IFA Steering Committee and the Coordinators undertake to perform their obligations under the Agreement with independence, transparency, and objectivity, and to refrain from any action that could give rise to an actual, potential, or perceived conflict of interest in connection with the definition of Common Calls and the evaluation and selection of Participants, where such processes are, or may reasonably be perceived as, compromised.

Other modalities

The Parties will communicate the terms and conditions of Annex 2 applicable to the Participants in the Common Calls and will request all Participants to include the following documents in their application:

- Basic data on the project (title, IFA – CEA application form);
- Contact data on Romania and CEA partners with professional biography (c.v.);
- Description of the "state of the art" in the field;
- Technical data on the project (objectives and goals of the project, duration);
- Description of the project;
- Deliverables;
- Benefits for the French and Romanian side;
- Information on previous contacts with the French side;
- Work plan for different work packages;
- Summary of the project (relevance of the project, quality of the scope of the project, quality and qualifications of the research group).

ANNEX 2: TEMPLATE OF ACTION SHEET APPLICABLE TO THE PARTICIPANTS (TO BE COMPLETED)

CEA	NAME OF ROMANIAN PARTICIPANT
ACTION SHEET: AGREEMENT SUBJECT TO THE TERMS OF THE FRAMEWORK COOPERATION AGREEMENT IN THE FIELD OF SCIENTIFIC AND TECHNOLOGICAL RESEARCH BETWEEN THE IFA AND THE CEA	
FRAMEWORK AGREEMENT n°: to be completed	Rev.:
	No. Pages:
ACTION SHEET n°: to be completed	Date:
AREA OF COOPERATION: to be completed	
ACTIVITY TITLE: to be completed	
FIRST PARTY: Romanian Participant to be completed	
SECOND PARTY: CEA to be completed	

This Action Sheet is an AGREEMENT

BETWEEN

The Commissariat à l'Energie Atomique et aux énergies alternatives,
 _____ represented by _____ acting as

Hereinafter named « CEA »

And

XXX _____ represented by _____ acting as

Hereinafter named « XXX »

Hereinafter individually referred to as "a Party" and collectively referred to as the "Parties".

CONTENT OF THE TOPIC OF COOPERATION:

1. PURPOSE AND GOALS OF THE PARTIES

--- **to be completed**---

2. SCOPE OF THE WORK AND CONTRIBUTIONS OF THE PARTIES

--- **to be completed**---

3. NEEDED BACKGROUND INFORMATION

--- **to be completed**---

4. DURATION/SCHEDULE

--- **to be completed**---

5. EQUIPMENTS TO BE PURCHASED (Please indicate NONE IF ANY)

--- **to be completed**---

6. SUBCONTRACTS (Please indicate NONE IF ANY)

--- **to be completed**---

7. APPLICABLE LAW AND LANGUAGE

Each Action Sheet is drawn up in the English language and is governed by French law.

8. PARTY PERSONNEL

Each Party are responsible for the personnel they assign to this Agreement.

Therefore, each Party is responsible for providing coverage for its personnel in accordance with applicable social security, workers' compensation, and occupational disease legislation, and for completing all required formalities. Compensation for damages suffered by these personnel as a result of or in connection with the performance of this Agreement is therefore

governed both by social security and workers' compensation legislation and by their own specific employment status.

Each Party shall inform the other Party of any incident or damage occurring to the staff of such other Party in the course of any work, in order to allow such other Party to proceed to the declarations required by law within the prescribed time.

9. LIABILITY

The following clause will apply to each Action sheet:

9.1 Damage to property:

Each PARTY shall be solely responsible for any damage to movable and immovable property that it owns, leases, or holds in any capacity whatsoever, except in cases of gross negligence or willful misconduct by the other PARTY. Consequently, each PARTY and its insurers waive any right of recourse against the other PARTY and its insurers for any property damage it may suffer during the performance of this AGREEMENT.

9.2 Intangible damage:

Each PARTY and its insurers waive recourse in favour of the other PARTY and its insurers for the following intangible damages that it may suffer in connection with the performance of the AGREEMENT: loss(s) of business, productivity, profits, contract(s), investment(s) or time, damage to brand image or reputation.

10. NUCLEAR LIABILITY

The following clause will apply to each Action Sheet:

The operator of the nuclear installation wherein activities will be carried out shall be solely liable for damage caused by a nuclear incident, occurring in his installations, according to the provisions of the Paris Convention on Third Party Liability in the Field of Nuclear Energy of 29th July 1960 as amended by the 2004 protocol (Paris Convention) or the Vienna Convention on Civil Liability for Nuclear Damage of 21 May 1963 or any later legislation which amends or replaces these conventions as implemented by the law of the country where the nuclear installation is located. Each member waives and ensures that its insurers waive any right of recourse against the other members and their insurers.

11. INTELLECTUAL PROPERTY POLICY TERM-SHEET

The provisions of the present section shall be applied unless otherwise mutually agreed and completed by the appropriate complementary provisions in the specific Action Sheets.

A. DEFINITIONS

Background Proprietary Information: means any data, know-how, or information -- whatever its form or nature (tangible or intangible), including any rights such as intellectual

property rights — that is a) held by the beneficiaries before they acceded to the Agreement and b) needed to implement the action or exploit the results.

Results: means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

B. INTELLECTUAL PROPERTY OWNERSHIP

I. BACKGROUND PROPRIETARY INFORMATION

Each Party shall remain the sole and exclusive owner of its Background Proprietary Information.

Unless agreed in writing, no right, title, or license to the Background Proprietary Information is being granted or otherwise transferred to the other Parties.

For the duration of a R&D project and for the sole purpose of implementing its work-packages, a Party may use the other Party's Background Proprietary Information as well as the Results generated by such other Party, on a non-exclusive, non-transferable basis, without the right to grant sub-licenses (except to its duly authorized subcontractors involved in the implementation of the project) and free of charge. Such information shall be treated as Confidential Information.

II. RESULTS OF THE R&D PROJECT

- (a) In the event some identifiable work-packages of an R&D project are performed alone by a Party, the Results and Intellectual Property Rights arising from such project shall be exclusively owned by the said Party, unless a separate agreement between all or part of the Parties provides otherwise. The Action Sheet shall seek to identify those Results that are to be solely owned by a Party in accordance with the foregoing.
- (b) For all the R&D projects performed jointly by the Parties, the Results and Intellectual Property Rights arising from such Studies shall be owned in proportion to the intellectual, human, material and financial contributions made by each Party. The Task Sheets shall seek to identify those Results that are to be owned jointly by several Parties in accordance with the foregoing.
- (c) The owner or the Co-Owners of the Results shall be entitled to protect the Results by any Intellectual Property Rights of its(their) choice, provided that with respect to any registered Intellectual Property Rights of any jointly owned Results, such Intellectual Property Rights must be registered jointly in the names of each of the Co-Owners of the Results, or alternatively, the applicable co-ownership share of such Intellectual Property Rights must be legally assigned to the Co-Owners of the Results following the registration of the Intellectual Property Rights. All costs and expenses relating to the filing, prosecution, maintenance, protection, enforcement, or defence of the Intellectual

Property Rights shall be borne by the co-owners in proportion to their respective ownership shares.

C. RIGHT OF USE

I. GENERALITIES

Any right of use granted pursuant to the Action Sheet shall be limited to peaceful purposes only.

II. RESULTS OF THE STUDIES

In the case of solely owned Results, the owning Party keeps all rights of use on said Results without any limitation.

In the case of jointly-owned Results:

- Each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- Each of the joint owners shall, subject to an exclusive license having been granted to one of the Party, be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

Each Party may transfer ownership of its share of the Results to a third party, provided that prior to any intended transfer of ownership of Results, the transferring Party shall give at least thirty (30) days prior written notice to the other Parties, identifying the Results concerned and the intended transferee.

The other Party shall have a right of first refusal to acquire the Results on terms and conditions no less favourable than those offered to the proposed transferee and may exercise such right in writing within thirty (30) days of receipt of such notice.

D. SOFTWARE

Development of software within the framework of the Action Sheets shall be subject to the specific intellectual property clauses defined in the relevant Action Sheet and, if necessary, subject to specific agreements between the relevant Parties.

E. INTELLECTUAL PROPERTY INDEMNITY

The Parties represent and warrant that to the best of their knowledge at the time of the delivery of any information containing Intellectual Property Rights, they have the right to grant rights to the other Parties without breaching any agreement between themselves and any other third party.

The Action Sheet may amend, supplement, or derogate from the terms and conditions set out in this template, such as, but not limited to, the order of precedence, the specific rules

governing, the implementation of their project pursuant to the main Agreement such as conditions for receiving visitors in a Participant's premises, the confidentiality obligations towards third parties contributing to the Project, additional provisions relating to intellectual property and rights of use, absence of liability for information exchanged, liability, and dispute resolution and applicable law clauses.

12. SPECIFIC INTELLECTUAL PROPERTY POLICY PROVISIONS

--- **to be completed**---

Here can be addressed specific intellectual property related topic studied on a case-by-case basis, such as but not limited to:

- Specific provisions relating to copyright and related rights, including software and database rights;
- Specific allocation of certain Results to one Party, by way of derogation from the general principle of joint ownership, where appropriate;
- Specific conditions governing exploitation rights, including the grant of licenses (exclusive or non-exclusive, royalty-free or for consideration), as well as limitations by field of use, product scope, and/or application domain;
- Specific regime applicable to know-how, including its protection, use and disclosure;
- Material Transfer Agreement (MTA) provisions governing the transfer and use of materials and/or biological samples.

Signatures (to be identified by CEA and XXX as parties to this AGREEMENT)