

**GENERAL COOPERATION AGREEMENT
FOR SCIENTIFIC RESEARCH**

Between

The **Institutul de Fizică Atomică**, a Romanian public institution with legal personality, under the subordination of the National Authority for Scientific 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. Atomiștilor nr. 407,
Măgurele, Ilfov, 077125, Romania

Represented by Mr. Florin-Dorian Buzatu, acting as Director General
Designated below by **IFA**

and

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 Mr. Bernard Bigot, acting as Administrateur Général
Designated below by **CEA**

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, July 31, 1964, and the Cultural Agreement between the Government of the Socialist Republic of Romania and the Government of the French Republic signed in Paris on January 11, 1965;

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

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,

Have agreed as follows:

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Article 1 - DEFINITIONS

1.1 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 Specific 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 Specific 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 Specific Agreement are Confidential Information.

"Cooperating Partners": the parties to any Specific Agreement.

"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.

"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 Sheet": means the document signed by the Cooperating Partners 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 Cooperating Partners and described in a Project Sheet.

"Romanian Research Institutions": means any legal entity of national interest or any public institution pursuing R&D activities in Romania (including IFA), who enters into Specific Agreement with CEA and have accepted the terms and conditions of the General Agreement.

"Specific Agreement": means the cooperation agreement entered into between a Romanian Research Institution and CEA, implemented within the framework of the General Agreement.

Article 2 - PURPOSE

The purpose of the General Agreement is to set up the terms and conditions of the scientific cooperation between the Parties and Romanian Research Institutions with a view to promoting research and development in the research areas as described in Article 3 hereunder.

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Article 3 – FIELDS OF COOPERATION

The fields of cooperation may include, but are not limited to:

- **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

Article 4 - FORMS OF COOPERATION

The cooperation may include, but is not limited to, 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 upon,
- c) Exchange of scientists, specialists and experts (short-term and long-term visits) between the Cooperating Partners,
- d) Access to the research infrastructures of the other cooperating partner(s) with their respective 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 the Parties,
- g) Participation of the Romanian Research Institutions to R&D programs performed by CEA and vice versa,
- h) Training of young scientists and PhD students,
- i) Supply of services by the Romanian Research Institutions to CEA and vice versa,
- j) Other forms of scientific cooperation which can be mutually agreed upon between the Parties.

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Article 5 - SPECIFIC AGREEMENT AND PROJECT SHEETS

5.1 Specific Agreement

The fields and forms of cooperation, mentioned in Articles 3 and 4 above are to be implemented within the framework of Specific Agreements between the concerned Romanian Research Institutions and the directions/units of CEA according to the Model in the Annex.

5.2 Projects Sheets

In the framework of each of these Specific Agreements, the Cooperating Partners shall sign for each Project a Project Sheet, providing for details as to Projects, whether under a Join Call or not, such as technical description, contributions, hosting conditions of scientists and any conditions derogating from or providing for details to the terms of the General Agreement or the Specific Agreement.

The principles established in the General Agreement should apply to any Specific Agreements and also to any related Project Sheet.

Article 6 – MANAGEMENT COMMITTEE

6.1 Coordinators

IFA and CEA will designate among their personnel one coordinator who shall follow on a regular frequency the cooperation activities.

6.2 Management Committee

6.2.1 Composition

IFA and CEA 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 respective coordinator and member of the Management Committee.

6.2.2 Meetings

The Management Committee shall meet as required, and at least once a year, alternately in Romania and in France, unless otherwise agreed by the Parties. The date and agenda of the meeting will be mutually agreed upon, by the general coordinators, provided that the organizer of each meeting will be the coordinator of the Party in the country in which the meeting is being held.

Each Party may invite experts, as needed, to attend a meeting of the Management Committee who shall have advisory capacity, subject to the prior authorization of the other Party for each meeting. The attending expert shall comply with the Confidentiality obligation set forth in Article 9.

The minutes of the meeting shall be drafted by the organiser of the meeting who shall send a copy to each member of the Management Committee.

6.3 Management Committee Attributions

The Management Committee shall have the following attributions:

a) General follow-up

- monitor 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.

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b) Joint Calls

- organize the Joint Calls for proposals (topics, duration, communication,...);
- 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 Specific Agreements and ongoing Projects;

d) Review of Intellectual property issues

- manage and propose guidance to any questions relating to intellectual property rights which may arise and be submitted by the Cooperating Partners under a Specific Agreement.

Article 7– CONTRIBUTIONS TO THE PROJECTS

7.1 General Principles

7.1.1 For cooperation activities in the form f) of Article 4, contributions of the Cooperating Partners to the Projects are deemed to be made 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, except as may be agreed as respect to other forms of cooperation than f) of Article 4 (such as visits, assignment of personnel, supply of services, etc).

7.1.2 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 Specific Agreement(s) (see Annex).

7.2 Joint Calls

7.2.1 Calls for project proposals

The calls for project proposals are annual and carried out by IFA and CEA, subject to availability of funds from both Parties.

7.2.2 Eligibility criteria

In order to be eligible under the Joint Calls, the project proposals have to fulfil the following criteria:

a) Project proposals shall be submitted in partnership between at least one Romanian Research Institution and one CEA research unit.

b) Project proposals shall include terms and conditions relating to intellectual property rights and rights of use of Foreground of the Project and Background.

Other criteria shall be decided by the Parties through the Management Committee on a case by case basis depending on the Joint Calls.

7.2.3 Selection procedure and financings

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

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The annual budget from each Party allocated to selected Projects should be financed, as much as possible, on equal shares by the Parties. However, balanced financing from each Party is not required for each Project.

7.2.4 Contracting procedure

Once a Project has been selected, the Cooperating Partners shall discuss on the Specific Agreement to be concluded before the starting date of the Project, if they have not already entered into such Specific Agreement.

The Cooperating Partners shall also sign the corresponding Project Sheet before the starting date of the Project.

7.3 Background

For each of the Projects, each Cooperating Partner 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.

7.4 Projects Reporting

For each of the Projects, the Project managers designated by each Cooperating Partner and having the scientific and technical responsibility of the respective Project undertake to elaborate jointly, on a frequency determined in each Project Sheet (yearly / half-yearly / quarterly) achievement reports, summarizing the progress done with the respective Project and including an inventory and copy of all of the Foreground obtained.

7.5 Report dissemination

None of the Projects achievement reports, nor any information included in them can be transmitted or disseminated by one of the Cooperating Partners without the written approval of the other Cooperating Partner and only in strict accordance to all security regulations and requirements applicable to the research establishments where the respective Project is carried out.

Article 8- WELCOMING VISITORS

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

8.1 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, announcing 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 Sheet.

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8.2 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 8.3 hereinafter or as otherwise agreed between Cooperating Partners.

The visitors will abide by the confidentiality terms and conditions defined in the Specific Agreement, which shall be equivalent to those provided in Article 9 of the General Agreement.

8.3 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.

8.4 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; the model is presented in the Appendix 3 of the Specific Agreement (see the Annex).

Article 9- CONFIDENTIALITY

9.1 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 Specific 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.

9.2 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 Specific 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.

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9.3 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 Specific 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.

9.4 The provision of the present Article 9 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 confidentiality obligation shall remain in full force during the term of the General Agreement and for five (5) years after its expiry or termination.

9.5 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.

9.6 The terms of this Article 9 shall apply to Cooperating Partners and shall be stipulated in the Specific Agreement they have entered into.

Article 10- PUBLICATIONS

The Cooperating Partners 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 Specific Agreement.

Article 11 – 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 Specific Agreements with the following guidelines:

11.1 Background

Each Cooperating Partner 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 Specific 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 Cooperating Partner that contributes to the Project or its licensors. No rights of use or license of such Background shall be granted to the other Cooperating Partner unless specifically mutually agreed in writing by the Cooperating Partners or as granted hereunder.

11.2 Foreground

11.2.1 The treatment of intellectual property rights arising from a Specific Agreement or a Project shall be regulated by the relevant national and international regulations.

The property rights over the Foreground and the conditions for its use shall be regulated in an article or annex in the Specific Agreement. No financing shall be provided by IFA to Romanian Research Institutions for a Project, unless this article or annex is explicitly introduced in the Project proposal.

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11.2.2 During the carrying out of the Projects, each of the Cooperating Partners will promptly notify the other Cooperating Partner of any Foreground obtained, providing complete information on Foreground, including any 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 Cooperating Partner. Concerning that particular Foreground, 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.

The Parties may afterwards conclude an agreement on the allocation and the terms of exercising the joint ownership of the Foreground including scope and financial conditions for the protection of that Foreground by an appropriate intellectual or industrial property title.

11.2.3 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 12- RIGHTS OF USE

Rights of use of Background and Foreground in the framework of Projects shall be determined by the Cooperating Partners under conditions specified in Specific Agreements with the following guidelines:

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

Each Cooperating Partner 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 Cooperating Partners may conclude any separate license agreement to that purpose.

Rights of use granted on either Cooperating Partner'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 Cooperating Partners for carrying out the Project.

12.2 For other purposes

Should one Cooperating Partner request the granting of rights of use or license under the other Cooperating Partner's Foreground or Background for any other purposes than those defined in section 12.1 and especially for using Background or Foreground for commercial exploitation, including with third parties, the Cooperating Partners undertake to negotiate in good faith the fair and reasonable conditions of such rights of use or license.

12.3 Transfer of employees rights

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

Article 13- LIABILITY ON INFORMATION EXCHANGED

13.1 While the information (including Confidential Information) given by one Cooperating Partner or Party the other under this General Agreement or under a Specific 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.

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13.2 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 14 - LIABILITY FOR ACCIDENTS

14.1 Damages to the personnel of each Cooperating Partner

14.1.1 Each Cooperating Partner 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 Cooperating Partner. As a consequence, each Cooperating Partner 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.

14.1.2 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.

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

14.1.4 Each Cooperating Partner is liable to damages caused by its personnel to the personnel of the other Cooperating Partner in compliance with the applicable law.

14.2 Damage to the other Cooperating Partner's properties

Each Cooperating Partner is liable to support, without any right of recoveries against the other Cooperating Partner, 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.

14.3 Third party liability

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

14.4 Nuclear liability

14.4.1 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.

14.4.2 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.

14.4.3 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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14.4.4 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 Specific 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.

14.4.5 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 15 - DURATION - TERMINATION

15.1 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.

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

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

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

15.3 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 Specific Agreement and Project Sheet. 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 16- SETTLEMENT OF DISPUTES – APPLICABLE LAW

16.1 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 that cannot be settled amicably between the Parties shall be settled according to the rules and principles of international law.

16.2 The Cooperating Partners to a Specific Agreement shall agree upon applicable principles as to settlement of disputes and applicable law.

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ARTICLE 17- ANNEXES

The Annex (model of Specific Agreement) is integral part of this General Agreement.

Signed on December 2, 2009

At Măgurele - Bucharest

In two originals in English version.

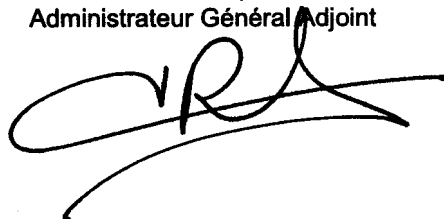
For the **Institutul de Fizică Atomică**

Mr. Florin-Dorian Buzatu,
Director General



For the **Commissariat à l'Energie Atomique**

Mr. Hervé Bernard,
Administrateur Général Adjoint



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