

COLLABORATION AGREEMENT

between

HORIA HULUBEI NATIONAL INSTITUTE OF RESEARCH AND  
DEVELOPMENT FOR PHYSICS AND NUCLEAR ENGINEERING  
(IFIN-HH)

and

COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)

IN THE FIELD OF SCIENCE AND TECHNOLOGY

BETWEEN

**Horia Hulubei National Institute of Research and Development for Physics and Nuclear Engineering**, having its registered office located in Măgurele, 407 Atomiștilor Street, 077125, Ilfov county, Romania, and declared at the Register of Commerce Office under the registration number J23/1945/24.09.2002, represented by Dr. Nicolae Victor Zamfir, Director General IFIN-HH or his duly authorized representative,  
hereinafter referred to as "IFIN-HH",

AND

**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 in Bâtiment Le Ponant D – 25 rue Leblanc à Paris 15<sup>ème</sup> (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 Yves CARISTAN acting as head of the "Direction des Sciences de la Matière" and duly authorised for the purpose hereof, hereinafter referred to as "CEA",

acting in its own name and in the name and on behalf of the Department of Astrophysics, Particle Physics, Nuclear Physics and Associated Instrumentation (DAPNIA) France, represented by Dr. Jean ZINN-JUSTN, Head of DAPNIA or his duly authorized representative,

hereinafter referred collectively to as "Parties" and individually to as "Party",

1-6

Whereas both Parties:

1. Are involved in the field of science and technology ;
2. Recognize the importance of international collaborations in the progress of science and technology and for the benefit of the world's communities ;
3. Pursue the same goals in the field of research and development, training, and dissemination of knowledge ;
4. Have a mutual interest in establishing and increasing a scientific collaboration between them ;

They have decided to sign a Collaboration Agreement in the field of science and technology, called hereafter "Agreement", containing the following provisions:

#### **Article 1 – Purpose of the Agreement**

The purpose of this agreement (hereafter "the Agreement") is to set up a general framework of cooperation, in the area specified at Art. 2, between IFIN-HH and DAPNIA and to define terms and conditions under which the Parties will cooperate on a balanced basis.

#### **Article 2 – Area of collaboration**

The area of the collaboration may include :

- *Nuclear physics*: theoretical and experimental studies of nuclear structure, nuclear interactions and hadronic matter; development of instrumentation and facilities for nuclear research; measurements and evaluation of nuclear data for applications; interdisciplinary research using nuclear methods.
- *Decommissioning of nuclear facilities*: radioactive waste characterization and management related to activation of materials; radioprotection issues in dismantling process; nuclear safety reports; environmental impact of final state
- *Design of nuclear facilities*: optimization of beam-target device in accelerator facilities; optimization of structural materials in terms of activation; radioisotope production for medical research; radioprotection studies; environmental impact in normal and accidental conditions.

The above area and subjects are not exclusive or restrictive; the Agreement can be extended in other fields if both Parties express their interest..

#### **Art. 3 – Forms of collaboration**

The collaboration between IFIN-HH and DAPNIA will be carried out by means of:

- Joint research projects.
- Exchange of scientific personnel (researchers, engineers, students).

1.1

- Access, with the approval of the host Party, to the experimental and other facilities (computer network, library, etc.) required by a joint research project.
- Teaching activities (courses, seminars, student advising in preparing graduation, master, and PhD thesis, etc.) in the view of preparing and qualifying young people in the collaboration area.
- Joint scientific meetings (conferences, symposiums, seminars, etc.) in the collaboration area.
- Other activities that could help the collaboration agreed between the Parties.

#### **Article 4 – Implementing Agreement**

Forms of collaboration mentioned in Article 3 shall be performed under appropriate implementing written agreements between the Parties.

The implementing agreements may include as appropriate all detailed provisions for carrying out the concerned activities and shall define such matters as: scope of work, obligations of each Party, conditions of staff attachment, schedule, financial provisions, liabilities, specific provisions covering intellectual property rights, and other as necessary.

#### **Article 5 – Funding sources**

The collaboration between IFIN-HH and CEA/DAPNIA within the present Agreement may be financed from various sources, such as:

- Third parties in the framework of joint research projects of the Parties.
- Bilateral cooperation agreements between the two countries.
- Grants, sponsorships, donations, etc.
- Internal funds of the two Parties, if possible.

The present Agreement can be used in applying for financial support from other institutions and organizations interested in the collaboration area of the Agreement and/or which can finance activities of the type specified in Article 3 above.

#### **Art. 6 – Eligible costs**

IFIN-HH and CEA/DAPNIA will use the funds of the collaboration only for the activities enumerated in Article 3 above, and/or to buy equipment, materials, consumables, etc., as the legislation from the two countries allows.

#### **Art. 7 – Coordination of the activities**

To promote the collaborative activities, each Party shall appoint a local Coordinator to identify and attend the implementation of all the activities undertaken in the frame of the Agreement, and to verify the attainment of the foreseen objectives. The Coordinators designated at the time the Agreement is signed are:

1-0

- For IFIN-HH: *Dr. Florin D. Buzatu, Scientific Director,*
- For CEA/DAPNIA *Guy Cordero, Head of DAPNIA/SENAC.*

The change of the Coordinator for one Party shall be notified in written to the other Party.

Every year the two coordinators will establish the actual activities for each area of collaboration as well as the coordinators of the specified activities.

For each collaborative activity under an implementing agreement, each Party may appoint a specific coordinator for reviewing and supervising on behalf of the Parties the progress of the cooperative activity under the implementing agreement.

## **Art. 8 – Intellectual property**

### **8.1 Ownership of Pre-Existing Know-How (PEKH)**

For the avoidance of doubt, the Pre-Existing Know-How means any scientific or technical information, data, samples, design, invention and other technical achievements, patented or non patented, including but not limited to drawings and formula, owned or developed by a Party prior to or independently of this Agreement or outside the scope of it and which shall be necessary for the execution of a cooperative activity.

Each Party is and remains the sole owner of its intellectual and industrial property rights over its PEKH.

### **8.2 Ownership and Protection of Knowledge**

#### **8.2.1 Principle**

For the avoidance of doubt, Knowledge means any scientific or technical information, data, samples, design, software, invention and other technical achievements, patentable or not patentable, including but not limited to drawings and formula whether or not patentable or legally protectable in other forms, resulting from the performance of a cooperative activity under this Agreement.

Each Party will be the owner of the Knowledge generated by its staff. Under these conditions, the said Party will be the holder of all the rights including but not limited to intellectual property rights, titles and benefits relating to such Knowledge. In particular, the owner of that Knowledge may apply for a patent in its name and at its own cost.

The Party applying will notify the other Parties of any patent application that it makes.

#### **8.2.2 Joint Invention**

If, in the course of carrying out a cooperative activity under this Agreement, a joint invention, design or work is made by the staff of both Parties, and if the

11c

features of such joint invention design or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties concerned (“Co-owners”) agree that they may jointly apply to obtain and/or maintain the relevant right.

The share of each of the Co-owners to the development of the Knowledge shall be defined proportionally to the resources contributed by each, whether human, financial or intellectual.

The Co-owners shall seek to agree amongst themselves appropriate arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis under a separate written agreement before applying for any patent protection.

### 8.3 Access rights

8.3.1 Each Party is deemed to be granted, a right to use free of charge Knowledge of the other Party for:

- (a) internal research activities,
- (b) third-party research, provided the third party does not have direct access to confidential Knowledge from the other Party (as examples - producing research results which are available to the third party but which contain hermetically sealed Knowledge from the other Party; using Knowledge from the Project for in-house testing or diagnosis purposes in doing research),
- (c) joint publications.

### 8.3.2 Joint Invention

Unless otherwise agreed under the separate written agreement referred to in section 8.2.3 above, during the period the relevant right is in force, the Co-owners shall be entitled to directly exploit and to license such right on a non-exclusive basis without the consent of the other Co-owner, but subject to a prior information of the other Co-owner. Appropriate financial compensation shall be given to the other Co-owners in case:

- of licensing to third parties,
- of direct exploitation by the other Co-owner who do not generally undertake commercial activities and who is unable to exploit directly such right.

## Art. 9 – Confidentiality

The Parties agree that the existence of this Agreement is not confidential. On the contrary, its provisions must be considered as confidential by the Parties and protected in compliance with the provisions detailed hereinafter.

To this end, “Confidential Information” shall mean any type of information, patentable, patented or not, notably technical, financial or commercial information,

1:0

whether oral or written, whatever its form and communication medium may be, notably by samples or models, disclosed directly or indirectly under this Agreement by a Party to another one.

Nothing in this Agreement shall affect the ownership of any Confidential Information or any Intellectual Property Rights therein which each Party makes available to the other under this Agreement, nor shall anything herein constitute a license, express or implied, from the disclosing Party to the other Party to use any of the said Confidential Information or any Intellectual Property Rights therein for any purpose other than the purpose of this Agreement.

For the duration of this Agreement and five (5) years after its normal or early term, the Parties undertake to keep strictly confidential and neither to disclose nor to communicate to any third party, by any means whatsoever, any Confidential Information received from the disclosing Party without the prior written consent of the disclosing Party, even for the disclosures to new entities, to be potentially part of any collaborative activities.

Notably, none of the Parties shall issue or release any article, advertisement or anything else relating to any Confidential Information or mentioning or implying the name of the other Party without their prior written consent.

Each receiving 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; and
- immediately inform the disclosing Party in case of loss or theft of any of its Confidential Information.

Each Party undertakes to disseminate Confidential Information only to its employees who need to have access to it to use it within the scope of the Agreement.

Each receiving Party shall not copy the disclosing Party's Confidential Information without its prior written consent.

However, the provisions of this article 9 shall not apply to information for which the receiving Party can prove in writing that:

- such information is or has become publicly known through no wrongful act on its part ; or
- such information is available to the public and already known to the receiving Party at the time of disclosure by the disclosing Party ; or
- such information was rightfully received by the receiving Party from a third party without breach of the present article 9 or any confidentiality obligation; or
- such information was independently developed or discovered by the receiving Party without use of a Confidential Information ;or
- Confidential Information is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order,

15

provided that the disclosing Party receives reasonable prior written notice of such disclosure.

#### **Art. 10 –Publications**

Any project of publication or information communication, related to the collaborative activities and/or to the results that may issue from a Party during the Agreement duration and the five(5) following years, will have to be agreed by the other Party which will have a maximum period of one month from the request of said Party to decide whether it wishes to agree the project or to modify it or to postpone the publication or the communication if needed by real and serious causes.

If no answer is received within this period of time, the project will be deemed to be agreed, being understood that each communication or publication will have to show the mention “CEA/ IFIN-HH Collaboration”.

#### **Art. 11 –Liabilities**

##### 11.1 - Damages and personal injury to the staff of each Party

Each Party takes charge of the insurance coverage for its own staff in accordance with applicable legal requirements for occupational injuries and occupational diseases. Consequently, each Party must fulfill the required formalities and sustain all the costs, if any, involved in the insurance underwritten to cover its own staff against the risks.

Each Party undertakes to inform the other Party of any incident or damage occurring to the staff of the latter while being assigned to the former under this Agreement in order to allow such other Party to make the necessary declarations required by the applicable laws within the prescribed time.

Each Party is liable, in accordance with the applicable law, for damages caused by its staff to the staff of the other Party.

##### 11.2 - Damages to the other Party's property

Each Party will bear the liability without any right of claim against the other Party, except in cases of gross negligence or deliberate misconduct, for any damage to its own property resulting from, or in the course of fulfillment of the Agreement.

##### 11.3 - Third party liability

Each Party remains liable, in accordance with the applicable legal regulations, for damages to third parties occurring under the Agreement.

#### **Art. 12 – Visiting Personnel**

Pursuant to Article 3 above, each Party may send some of its students, staffs or researchers (“Visiting Personnel”) to the other Party's facilities for a limited period to be specified in the implementing agreements. During that period, such Visiting Personnel shall be subject to the rules and regulations (including security regulations) in force at the premises of the receiving Party and shall comply with all the instructions given by the directors or their nominated representatives of the receiving

1/2  
C

Party's premises. All such rules and regulations shall be drawn to the attention of such Visiting Personnel prior to or during their visits to the premises of the receiving Party.

The Visiting Personnel of the sending Party shall continue to be employed by such Party during the visit and their salaries shall be paid by the sending Party.

The Visiting Personnel of the sending Party shall abide by the provisions relating to confidentiality and intellectual property hereafter.

#### **Art. 13 –Notification**

Requests for cooperation or other activities related to the implementation of this Agreement shall be communicated between the nominated representatives as shown below:

- To CEA/DAPNIA : *Jean Zinn-Justin, Head of DAPNIA*
- To IFIN-HH: *Florin D. Buzatu, Scientific Director*

#### **Art. 14 –Arbitration - Applicable law**

The Parties agree that any possible controversies as to the interpretation and execution of the present Agreement shall be settled amicably by an arbitration Committee formed by one member designated by each Party, plus one member jointly designated.

All disputes which cannot be settled between the Parties will be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Romania law will be applicable and Bucharest (Romania) will be the place of arbitration if CEA is the Party demanding arbitration. French law will be applicable and Paris (France) will be the place of arbitration if IFIN-HH is the Party demanding arbitration. Procedures shall be conducted in English.

#### **Art. 15 – Duration - Termination**

The duration of the Agreement shall be three (3) years from the first day after the last signature. The Agreement can be renewed for equal periods of time, as it is or modified, by an explicit declaration of the two Parties, three (3) months before the date of expiration and in accordance with the provisions of Article 16 hereafter.

Any implementing agreement or service not achieved at the date of expiration or termination can continue until their completion pursuant to the provisions of this Agreement.

This Agreement may be terminated at any time in the discretion of either Party upon six month's advance notification in writing by the Party seeking to terminate the Agreement.



**Art. 16 –Language**

This Agreement is drawn up and executed in two originals written in English.  
All correspondence under this Agreement shall be in English.

**Art. 17 – Amendments**

The present Agreement may be amended only by written agreement between IFIN-HH and DAPNIA. The Agreement may be also revoked anytime at the expressed will of at least one of the two Parties; the responsibilities assumed in the contracts and the rights obtained by each Party until the date of revoking cannot be altered.

**Art. 18 – Non binding nature of this Agreement**

Save for provisions of Article 8 and 9 above which shall be legally binding, despite the statements and obligations expressed herein, this Agreement is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound by any legal obligation or expense hereunder to the other Party until and unless definitive implementing agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties.

For IFIN-HH

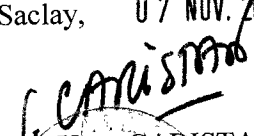
For CEA

Bucharest, October 25, 2006

Saclay, 07 NOV. 2006



Nicolae Victor Zamfir  
Director General IFIN-HH,



Yves CARISTAN  
Head of CEA/DSM,  
CEA Saclay  
CEA/DSM

