

AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES
ALTERNATIVES FRANÇAIS
FOR COOPERATION IN
LOW CARBON ENERGY TECHNOLOGIES

The Department of Energy of the United States of America (DOE) and the Commissariat à l'Énergie Atomique et aux Énergies Alternatives Français (CEA), herein referred to as the "Parties",

Considering the Agreement for Cooperation in the Peaceful Uses of Nuclear Energy between the United States of America and the European Atomic Energy Community, effected by exchange of notes of November 7, 1995, and March 29, 1996;

Considering the Agreement on Science and Technology Cooperation between the Government of the United States of America and the Government of the French Republic of October 22, 2008;
Noting that DOE and CEA are in their respective countries leading entities conducting government-funded research and development (R&D) in the field of energy, and that they are considered reference entities worldwide in this field;

Sharing a mutual interest in fostering advanced low-carbon technologies, and pursuing scientific R&D in clean energy and energy efficiency;

Believing cooperation based on equitable sharing of their respective R&D data, technology and experience in low-carbon domains would be of mutual benefit;

Recognizing the contribution such R&D in the fields of low-carbon energy applications can make to continued economic growth and sustainable development in all countries;

Noting the Agreement between the Department of Energy of the United States of America and the Commissariat à l'Énergie Atomique of France for Cooperation in Advanced Nuclear Reactor Science and Technology of September 18, 2000, as amended (the "2000 Agreement"); and

Considering the willingness of both Parties to enter into a strategic partnership aimed at strengthening and coordinating their cooperation in all fields of carbon free energy,

Have agreed as follows:

Article 1: OBJECTIVES

- 1.1 The objective of this Agreement is to provide a framework for cooperation between the Parties in the fields of low-carbon energy technologies and R&D related thereto.
- 1.2 Cooperation between the Parties shall be on the basis of mutual benefit and equality.
- 1.3 All activities conducted under this Agreement shall be exclusively for peaceful purposes.

Article 2: AREAS OF COOPERATION

- 2.1 DOE and CEA may cooperate in joint planning to utilize their R&D capabilities in the areas of civilian nuclear energy technologies, environmental and waste management, fusion energy science, nuclear physics, basic energy sciences, health sciences, energy efficiency and renewable energy, and electricity management.
- 2.2 Areas of civilian nuclear energy technologies R&D cooperation may include:
 - Nuclear safety, reactor lifetime management/extension and sustainability, innovative reactors, and related R&D studies and capabilities
 - Advanced reactor materials irradiation development and testing
 - Advanced reactor fuel development for existing and next-generation reactors consistent with minimization of the use of highly-enriched uranium in the civilian sector
 - Modeling and simulation
 - Used (spent) fuel recycling technologies, separations and transmutation R&D
 - Used (spent) fuel and waste disposition
 - Other related areas of mutual interest.
- 2.3 Areas of environment and waste management cooperation may include:
 - Waste characterization, treatment, and immobilization
 - Groundwater and soil remediation
 - Deactivation, decontamination, and decommissioning
 - Other related areas of mutual interest.

- 2.4 Areas of fundamental science cooperation may include:
- Fusion energy sciences
 - Nuclear physics
 - Basic fundamental energy-related sciences
 - Other related areas of mutual interest.
- 2.5 Areas of health sciences cooperation may include:
- Radiation effects research
 - Medical and industrial applications of isotopes and related research
 - Other related areas of mutual interest.
- 2.6 Areas of cooperation in electricity generation and energy management may include:
- Renewable energy technologies
 - Energy efficiency technologies
 - Smart grid technology
 - Other related areas of mutual interest.

Article 3: FORMS OF COOPERATION

Cooperation under this Agreement may include the following forms:

- 3.1 Exchange of scientific and engineering information and results and methods of research and development;
- 3.2 Organization of and participation in seminars or other meetings on specific agreed topics in the areas listed in Article 2;
- 3.3 Short visits by specialist teams or individuals to the facilities of the other Party, subject to the prior written agreement of that Party;
- 3.4 Assignment of the staff of one Party, its contractors or subsidiaries to the facilities of the other Party, its contractors or subsidiaries for participation in agreed research, development, design, analysis or other experimental activities;
- 3.5 Exchange of materials and equipment for testing;
- 3.6 Exchange of technology and engineering drawings (including specifications of components and of industrial plants) as appropriate to the areas of cooperation listed in Article 2 and as agreed to by the Parties;
- 3.7 Joint projects in which the Parties agree to share the work and/or costs; and

- 3.8 Such other specific forms of cooperation as the Parties may agree.

Article 4: IMPLEMENTING ARRANGEMENTS

- 4.1 When the Parties agree to undertake a form of cooperation set forth in Article 3 that may involve the sharing of costs or which may give rise to the creation or furnishing of intellectual property, they shall conclude an Implementing Arrangement, which shall be subject to this Agreement. Each Implementing Arrangement shall include detailed provisions for carrying out the activity and shall cover such matters as technical scope, total costs, cost sharing between the Parties, project schedule, management of the cooperation, exchange of scientific and engineering information, exchange of materials, equipment, technologies and information disclosure specific to the particular project, liability, and assignment of personnel from each Party.
- 4.2 Activities under Implementing Arrangements may involve, as appropriate, associated firms or laboratories of the Parties or their contractors or subsidiaries.

Article 5: MANAGEMENT OF THE COOPERATION

- 5.1 The Parties shall establish a Steering Committee chaired by the United States Secretary of Energy and the *Administrateur général* of CEA or their designees, and composed of a Principal Coordinator for each Party and, as necessary, technical Coordinators and experts. The Steering Committee shall give strategic guidance and approve new proposals for cooperation. The Steering Committee will meet as needed, alternately in the United States and in France, or at such other times and places or via videoconference as jointly agreed.
- 5.2 Expert groups comprised of representatives of both Parties may be formed to provide advice and assistance to the Steering Committee.
- 5.3 The Principal Coordinators shall coordinate activities under this Agreement and will meet at such times as agreed, but at least once a year, in person or via videoconference. At their meetings, the Principal Coordinators shall evaluate the status of cooperation under this Agreement. This evaluation shall include a review of the past year's activities and accomplishments under this Agreement, a review of the activities planned for the coming year within each of the areas of cooperation listed in Article 2, an assessment of the balances of exchanges under this Agreement within each of the areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances.
- 5.4 Day-to-day management of the cooperation under this Agreement shall be carried out by Technical Coordinators designated by the Principal Coordinators. The Technical Coordinators shall agree on specific details of cooperation in the technical areas listed in Article 2 within policy guidelines established by the Principal Coordinators. The

Technical Coordinators shall be responsible for working contacts between the Parties in their respective areas of cooperation.

Article 6: INTELLECTUAL PROPERTY RIGHTS

The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement and the protection of business-confidential information shall be as provided for in the Annex, which is attached to and constitutes an integral part of this Agreement and which shall apply to all activities conducted under the auspices of this Agreement.

Article 7: EXCHANGE OF INFORMATION AND EQUIPMENT

- 7.1 Any information transmitted by one Party to the other Party under this Agreement and any related Implementing Arrangements shall be accurate to the best knowledge and belief of the transmitting Party. Any equipment transferred by one Party to the other Party under this Agreement and any related Implementing Arrangements shall be suitable for its intended use to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted or equipment transferred for any particular use or application by the receiving Party or by any third party.
- 7.2 Information developed jointly by the Parties shall be appropriate and accurate, and scientific equipment shall be suitable for its intended use, to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information, or the appropriateness of equipment, nor its suitability for any particular use or application by either Party or by any third party.

Article 8: LIABILITIES

Claims, other than contractual claims, arising out of this Agreement shall be resolved by the Party against which such claim is filed in accordance with that Party's applicable laws, rules, and regulations.

Article 9: LEGAL PROVISIONS

Each Party's activities under this Agreement shall be in accordance with the applicable national laws and regulations of its country. Except as otherwise provided in Section II-D of the Annex, all questions related to the Agreement arising during its term shall be settled through consultations between the Parties.

Article 10: SECURITY OBLIGATIONS

- 10.1 **Protection of Information:** Unless otherwise agreed in relevant Implementing Arrangements, no information or equipment requiring protection in the interests of national defense or foreign relations of either Party's country and classified in accordance with the applicable national laws shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it will be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.
- 10.2 **Technology Transfer:** The transfer of unclassified export-controlled information or equipment between the two countries shall be in accordance with the relevant laws of each Party's country to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment, and any information or equipment derived from such information or equipment, shall be incorporated into the Implementing Arrangements. Parties shall identify exported-controlled information and equipment as well as any restrictions on further use or transfer of such information or equipment.

Article 11: FINANCIAL OBLIGATIONS

Except when otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. It is understood that the responsibilities of each Party to carry out activities under this Agreement shall be subject to the availability of personnel and appropriated funds.

Article 12: DURATION, AMENDMENT, AND TERMINATION

- 12.1 This Agreement shall enter into force upon signature and remain in force for five (5) years. Subject to Article 12.3, this Agreement shall be automatically extended for one additional period of 5 years. Six (6) months before the expiration, the Parties shall consult with each other in order to consider extension of the Agreement.
- 12.2 This Agreement may be amended by written agreement of the Parties.
- 12.3 This Agreement may be terminated at any time by the Parties' mutual consent in writing. Alternatively, either Party may terminate this Agreement upon 6 months advance notification in writing to the other Party. Such termination shall be without prejudice to the rights that may have accrued under this Agreement to either Party up to the date of such termination.

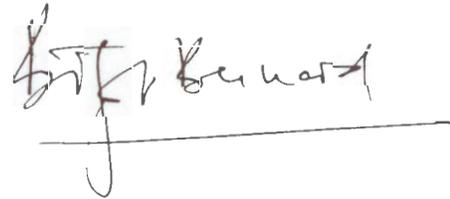
- 12.4 Joint efforts and experiments not completed at the termination of this Agreement may, on agreement of the Parties, be continued until their completion under the terms of this Agreement.
- 12.5 This Agreement, upon its entry into force, shall supersede the 2000 Agreement. Implementing arrangements in effect under the 2000 Agreement shall, upon entry into force of this Agreement, continue in effect and be subject to the terms of this Agreement. In the event of an inconsistency between such an implementing arrangement and this Agreement, this Agreement shall prevail.

DONE at Washington, in duplicate, this 19th day of June, 2012, in the English and French languages, each text being equally authentic.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:



FOR THE COMMISSARIAT À
L'ÉNERGIE ATOMIQUE ET AUX
ÉNERGIES ALTERNATIVES FRANÇAIS:



Annex

INTELLECTUAL PROPERTY

Pursuant to Article 6 of this Agreement:

I. GENERAL OBLIGATION

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Implementing Arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967, and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by the laws and practices of that Party's country.

D. Disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, participants may submit their disputes to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named. Each Party or its participants shall have the right to review a translation prior to public distribution.

B. Rights to all forms of intellectual property, other than those rights described in paragraph III.A. above, shall be allocated as follows:

1) Visiting researchers shall receive rights, awards, bonuses, and royalties in accordance with the policies of the host institution. In addition, each visiting researcher named as creator shall be entitled to national treatment with regards to such rights, awards, bonuses, and royalties, in accordance with the policies of the host institution.

2)

a) Any intellectual property created by persons employed at or sponsored by one Party under cooperative activities other than those covered by paragraph III.B.(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by both Parties. In addition, each creator shall be entitled to awards, bonuses, and royalties in accordance with the policies of the institution employing or sponsoring that person.

b) Unless otherwise agreed by the Parties, each Party shall have within the territory of its country a right to exploit or license intellectual property created in the course of the cooperative activities.

c) For intellectual property created during joint research, the Parties or their concerned participants shall jointly develop a technology management plan, prior to the start of their cooperation in research areas likely to lead rapidly to industrial applications, or within a reasonable time from the time a Party becomes aware of the creation of intellectual property.

(i) "Joint research" means research that is implemented with financial support from one or both Parties and that involves collaboration by participants from both the United States of America and France and is designated joint research in writing by the Parties or their scientific and technological organizations and agencies, or in the cases where there is funding by one Party, by that Party and the participants in that project. If the research is not designated as joint research, the allocation of rights to intellectual property will be in accordance with paragraph III.B.(1) for visiting researchers, or paragraph III.B.(2)(a) for all other research.

(ii) The technology management plan shall consider the relative contributions of the Parties and their concerned participants, the benefits of exclusive and non-exclusive licensing by territory or fields of use, requirements imposed by the domestic laws of the Parties' countries, and other factors deemed appropriate. If needed, the technology management plan shall be jointly modified subject to the approval of both Parties or their concerned participants.

(iii) If the Parties or their concerned participants cannot reach an agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the intellectual property in question, each Party may designate one co-exclusive licensee to have world-wide rights to said intellectual property. Each Party shall notify the other two months prior to making a designation under this paragraph.

3) The rights of a Party outside its country's territory shall be determined by mutual agreement considering the relative contributions of the Parties and their concerned participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property, and such other factors deemed appropriate.

4) If either Party or its concerned participants believe that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party's country, the concerned participating institutions, or if necessary, the Parties or their designees, shall immediately hold discussions to determine the allocation of rights to the intellectual property. Pending the resolution of the matter, the intellectual property shall not be commercially exploited except by mutual agreement. Disputes regarding rights to any intellectual property not protected by the laws of a Party's country that has been created shall be resolved in accordance with the provision of paragraph II.D. Creators of intellectual property shall nonetheless be entitled to awards, bonuses, and royalties as provided in paragraph III.B.(2)(a).

5) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. The delay shall not exceed a reasonable amount of time necessary to protect the rights to the invention.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. In the event that proprietary information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its concerned participants shall protect such information in accordance with applicable national laws and administrative practice. Information may be designated as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

B. Information designated as business-confidential by a Party or participant that has been forwarded as such to the other Party or one of its participants shall be used solely for the purpose of carrying out cooperative activities under this Agreement, unless otherwise agreed by the participant(s) who furnished or created the confidential information. Notwithstanding such conditions on use, an employee of a Party may report on the results of cooperative research to his/her superiors for the purpose of employee performance evaluations and a participant may disclose business-confidential information to a dissertation committee for the purpose of defending a Ph.D. thesis as long as such disclosure is limited to the members of the committee and other officials involved in the decision making process and those committee members and officials are obligated not to disclose the business-confidential information.