

## R&D STUDY AGREEMENT

BETWEEN:

**TN INTERNATIONAL**, a company with a share capital of 30,291,000 Euros registered at the Trade Registry of Versailles under the number 602 039 299, whose registered office is located at 1 rue des Hérons, 78180 Montigny-le-Bretonneux (France), duly represented by M. Benoît Ficheteux, CEO,

hereinafter referred as to "AREVA TN" or "AREVA"

and

**Ústav materiálov a mechaniky strojov SAV**, (ID 00450750), a public body created and existing under the laws of Slovakia, whose registered office is located at Račianska 75, 831 02 Bratislava, Slovakia, duly represented by Karol Izdinsky, director

hereinafter referred as to "IMSAS"

IMSAS and AREVA hereinafter referred to as individually "Partner" or "partner" or collectively the "Partners" or "partners"

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## **Preamble**

In the aim of the development of a structural neutron poison, AREVA TN has contacted IMSAS based on their technical skills in metallurgy as well as their previous works published in relevant international reviews. IMSAS was interested by the technical challenge of the AREVA TN project scope.

Now, therefore, AREVA TN and IMSAS have agreed on the followings:

## **Purpose of the Agreement**

During the period stipulated in *Article IV - Duration*, and under the conditions of the present Agreement, hereinafter referred to as “the Agreement”, AREVA TN entrusts IMSAS, with the performance of a R&D study relating to “*structural neutron poison material resistant to high temperature*”, in accordance with the specifications and terms and conditions detailed in Exhibit I and in accordance with the schedule set out in Exhibit I, hereinafter designated as “the Project”:

- Phase I of the Project: Laboratory Proof of Concept (sample synthesis and tests).

At the end of Phase I of the Project, AREVA TN shall decide at its own discretion to entrust IMSAS to carry out Part 2 of the Project.

- Phase 2 of the Project: Pre-industrialization prototype

The purpose of the Agreement is to specify the terms and conditions of the performance of the Project (including without limitation the conditions under which IMSAS assigns to AREVA TN all right, title and interest in and to the Foreground knowledge (as defined in article II) arising from the performance of the Agreement).

## **Scope**

### **I Project implementation**

- I.1** Both partners shall make appropriate internal arrangements to ensure the efficient implementation of the Project. The partners shall take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this Agreement and immediately inform the other partner of any unavoidable obligations which may arise during the duration of the Agreement which may have implications for any of its obligations.

IMSAS warrants that IMSAS prior commitments do not impair or limit AREVA TN's rights arising from the present Agreement. Accordingly, IMSAS shall indemnify AREVA TN against and from any claims, damages, costs, indemnities, legal fees and expenses which may be incurred by or to which AREVA TN may be held liable as a result of a

breach of such obligation. IMSAS shall provide full assistance to AREVA TN, should such claim be filed against the latter.

**I.2** The research work to be done will be regularly discussed and, if necessary, adapted according to AREVA TN requirements. For this purpose the information concerning Project activities shall be exchanged between partners via e-mail correspondence or via telephone calls whenever appropriate, however, at least on a monthly basis.

**I.3** The Project meetings will be organized quarterly and will normally be held in Bratislava or in AREVA TN site. The date will be suggested by AREVA TN after common agreement from both sides. A report meeting will be provided to AREVA TN summarizing the work performed, update results, Foreground knowledge generated, main conclusions and next work steps.

**I.4** Deliverables (as defined in Article II)

Full-technical reports in English including work done in reported period details of the findings and Foreground Knowledge obtained as part of the Project conclusions and proposal for complementary work shall be submitted to AREVA TN as the following items:

- at the end of Phase 1 according to the planning defined in Exhibit 1, i.e. all the work done during the laboratory proof of concept, including but not limited to experimental Foreground knowledge, results, details of the raw materials (supplier, nature of the material, etc.), experimental conditions, composition of final material, etc.,
- at the end of the Phase 2 according to the planning defined in Exhibit 1, i.e. all the work performed during the Prototype fabrication of Phase 2, including but not limited to Foreground knowledge experimental results, details of the raw materials (supplier, nature of the material, etc.), manufacturing parameters, composition of final material, etc.. A finalized and full technical report with test results, processing parameters will be provided.

The Deliverables shall comply with the specifications, terms and conditions of Exhibit 1. The payment of the price set out in article V is subject to Deliverables compliance with such specifications, terms and conditions. And if IMSAS does not comply with specifications, terms and conditions of Exhibit 1, AREVA TN may request IMSAS to fix the Deliverables in order to comply with such specifications, terms and conditions.

The delivery of the Deliverables shall be done by IMSAS in accordance with the schedule set out in Exhibit 1.

**I.5** **Project managers**

Responsible for management of the project is:

- [REDACTED]
- and
- [REDACTED]

**I.6** **Premises**

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The Project shall be performed on the premises of IMSAS. However, the Project might be partially performed on the premises of AREVA TN.

In case the Personnel (as defined in Article II) of a Partner might work at the premises of the other Party, it is specified that:

- The Personnel, which is to come to the other Partner's site, shall remain subordinated to their employer and shall respect the non-disciplinary rules of the company regulations applicable at the site, as well as all the admission requirements and all the security regulations. In any case, each Partner remains liable for his own employees. The Partners shall conform to the regulations regarding hygiene and security applicable to its Personnel;
- The Partner receiving the other Partner's Personnel at his site shall provide such Personnel with premises in order to permit the performance of the Project in good conditions.

### **I.7 Intuitu personae**

The Agreement is concluded in consideration of IMSAS identity and specific expertise. Accordingly, IMSAS is personally obliged to fulfil its contractual obligations.

In the event of a change in IMSAS's identity (legal situation, share capital structure, change of control, etc.), AREVA TN reserves the right to terminate the Agreement in accordance with article IV.3 of the Agreement.

### **I.8 Subcontracting**

IMSAS shall not subcontract all of its contractual obligations.

Subject to AREVA TN prior written consent, IMSAS may subcontract a portion of the Agreement. Prior to such subcontracting, the person of subcontractor and its payment terms shall be approved expressly and in writing by AREVA TN.

AREVA TN is entitled to refuse any subcontracting by the Supplier, as well as the person of any subcontractor proposed by IMSAS. In the event of such refusal, the IMSAS is not entitled to claim any financial damages or extension of the lead time.

If subcontracting is authorized by AREVA TN, IMSAS shall remain fully responsible and liable for performance of the Agreement.

IMSAS moreover indemnifies AREVA TN against:

- any failure or breach by one of its subcontractors, or by any other contributor, caused by it or by its subcontractors;
- any claim from its subcontractors or from members of any subcontractor's staff.

## **II Intellectual property rights (IPR)**

### **Definitions**

- **Affiliate:** shall mean: any existing or future legal entity directly or indirectly Controlling, Controlled by, or under common Control with AREVA TN. For the purpose of the Agreement "Control" shall mean:
  - the possession, directly or indirectly, of more than 50% of the equity of the relevant legal entity, or
  - the power to appoint more than 50% of the management bodies of such legal entity.
- **Agreement:** the present agreement and its exhibits

- **Background knowledge or Background:** any and all information, data or knowledge in any form, regardless of their nature or media (including without limitation, inventions, know-how process, drawings, formula, experience, procedures, documents, know-how, software, data, specifications, plans, processes and, ...), whether or not protected by an intellectual property right, whether or not they may be protected by an intellectual property right, licensed to or owned by a Party before the Effective date (as defined in article IV of the Agreement) of the Agreement as well as all intellectual property rights attached hereto (including without limitation patent, software (in their object code and source code form)...), .
- **Foreground knowledge or Foreground:** any and all information, data or knowledge in any form, regardless of their nature or media (including without limitation, inventions, know-how process, drawings, formula, experience, procedures, documents, know-how, software, data, specifications, plans, processes and, ...), whether or not protected by an intellectual property right, whether or not they may be protected by an intellectual property right, created, generated or acquired by IMSAS after the Effective date of the Agreement within the performance of the Agreement, in compliance with Exhibit I as well as all intellectual property rights attached hereto (including without limitation patent, software (in their object code and source code form)...).
- **Deliverables:** any media including without limitation the reports, studies, plans, mock-ups, designs, files and any other documents designed and/or produced by IMSAS in compliance with Exhibit I and pursuant to the Agreement, either in written, electronic or any other form, known or unknown as the date of the Agreement and that include or embed the Foreground Knowledge.
- **Sideground knowledge or Sideground:** any and all information, data or knowledge in any form, regardless of their nature or media (including without limitation, inventions, know-how process, drawings, formula, experience, procedures, documents, know-how, software, data, specifications, plans, processes and, ...), whether or not protected by an intellectual property right, whether or not they may be protected by an intellectual property right, generated, created or acquired by a Party after the Effective date of the Project but independently of the Project as well as all intellectual property rights attached hereto (including without limitation patent, software (in their object code and source code form)).

## **Ownership and exploitation rights**

### **Background and Sideground knowledge**

- II.1** Partners have agreed that Background and Sideground knowledge shall remain exclusively owned by the Party, who developed it. The present Agreement shall not be construed as granting a Party any license or right whatsoever under the Background and Sideground knowledge of the other Partner, unless expressly provided in the present Agreement.

IMSAS warrants in respect of performance of the Agreement that it will only use:

- (i) its Background and Sideground Knowledge, which it owns in full or over which it has or has obtained sufficient rights of use to be able to perform the Agreement and, if applicable, that it will grant such by license to the other Party in accordance with the terms of Article II, and/or
- (ii) AREVA TN Background Knowledge which the latter has, if applicable, communicated to it to be able to perform the Agreement and/or

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(iii) knowledge in the public domain, and therefore free from any rights, in such a way so as not to limit any rights granted to AREVA TN as provided for in Article II

In addition, IMSAS shall list IMSAS Background knowledge in Exhibit II and shall notify AREVA TN when Sideground knowledge is used in the Project. IMSAS Background knowledge not listed in Exhibit II is deemed to be AREVA TN Foreground knowledge. In case Sideground knowledge is used without prior notification, then it is deemed to be AREVA Foreground knowledge.

- II.2** To the strict extent necessary to perform the Agreement and during its performance, a non-exclusive licence to Background and Sideground knowledge shall be granted upon written request to other Partner for the execution of the Project under royalty-free basis. This access rights however cannot be sublicensed or transferred to any third party by any other way with an exception as defined in Article II.10

Such license shall last at the end of the performance of the Agreement, in order for AREVA TN to perform further internal R&D activities and in the case of discussion or qualification processes ordered by national or foreign public authorities including any safety authorities.

- II.3** IMSAS hereby shall grant AREVA TN (and its Affiliates) under compensation fee stated under Article V a non-transferable non-exclusive, worldwide, (with right to right to sub-contract and to sub-licence) licence to use its Background and Sideground knowledge, when such knowledge is necessary for the commercial exploitation of the Foreground knowledge in accordance with article II.8. When relating to know-how, such license shall last until such know-how becomes public, when relating to intellectual property rights, such license shall remain effective for the lifetime of such intellectual property rights.

Therefore, IMSAS authorizes AREVA TN to disclose, reproduce, use, translate, adapt, modify, and communicate IMSAS's Background and Sideground Knowledge.

Should this Background and Sideground Knowledge be owned by any third parties in full or in part, IMSAS shall obtain from said third party and on behalf of the AREVA TN, any assignment or license of the same rights of use as aforementioned without any additional cost to AREVA TN.

Compensation for such access rights granted under the clause II.3 is included in the fee defined in Article V.5

### **Foreground knowledge**

- II.4** Along completion, IMSAS shall disclose AREVA TN any and all Foreground arising from the performance of the Project. All right, title and interest in and to the Foreground knowledge (including for the avoidance of doubt its related intellectual property rights) shall be exclusively owned by AREVA TN as of the date such Foreground knowledge arises. IMSAS waives all the rights whatsoever it may claim on this Foreground knowledge.

AREVA shall be free at its own discretion to file and/or claim any intellectual property rights at its own name and at its own costs, worldwide to protect the Foreground or to

keep such Foreground confidential or treat it as know-how. Foreground know-how arising from the Agreement shall be exclusively exploited by AREVA TN, and IMSAS undertakes not to exploit nor disclose such know-how in any way or in any part of the world, until such know-how has become publicly known without any fault or negligence of IMSAS.

In the case IMSAS originates an invention belonging to Foreground knowledge, it will inform AREVA TN about it without delay and transfer to AREVA TN all necessary information and rights to be able to protect such invention efficiently. Author's rights to be named as inventors are not affected by this transfer.

- II.5** In the case AREVA TN would decide in its sole discretion not to seek adequate and effective protection of Foreground knowledge defined in Article II.4, then AREVA TN shall inform IMSAS, and may at its discretion grants IMSAS the right to obtain such protection. Subject to such express and written authorization of AREVA TN, IMSAS may apply to obtain and maintain such protection. The transfer terms, conditions and fees of such knowledge from AREVA TN to IMSAS will be negotiated on a case by case basis.
- II.6** If AREVA TN does not intend to maintain already protected or protection-pending Foreground knowledge developed by IMSAS, it is obliged to inform IMSAS about this fact and offer IMSAS to take over the possession and maintenance of such knowledge without delay to avoid termination of protection. The transfer fees of such knowledge from AREVA TN to IMSAS will be negotiated or defined before the transfer, further maintenance of protection and fees pending on the date of transfer shall be covered by IMSAS.
- II.7** If the Foreground knowledge includes, in full or in part, creations which can be protected by copyright, then all such creations, including but not limited to computer developments, such as software, databases, the design of the "look and feel" of the software screens created in the course of the performance of the Agreement (hereinafter referred to as "Creations"), shall be the exclusive property of AREVA TN, the ownership and title being transferred along completion.

Therefore, IMSAS, acknowledging being author of the Creations, or at least the assignee of the copyright over such Creations, exclusively assigns to AREVA TN, all intellectual property rights attached to the Creations, with the exception of the IMSAS's moral right, whatever is the nature of the considered work i.e. an individual work, a collaborative work (carried out by a member of the IMSAS's staff) or a collective work:

- a) The right to reproduce without any limitation as to number, digitize, duplicate, print or record in all or in part of each of the Creations, for whatever reason an in any manner specifically by any technical processes, on any media, known or unknown on the date of the Agreement, in any formats; this right to reproduce includes a permanent or temporary right to reproduce any software in full or in part, by any means and in any form, and in particular by any loading, display, performance, transfer or storage operation;
- b) The right to translate which includes the right to produce any version of all or part of each of the Creations in French and any foreign language, as well as in any computer language;
- c) The right to adapt, arrange, modify, correct errors, and the right for AREVA TN to alter or have any third party alter each Creation in full or in part whether in writing, orally, through date communication digitally, etc. form, and for any kind of use;
- d) The right to publish, broadcast, edit and re-edit without any limitation on the number of editions. Such rights shall include reprographic rights and all derivative rights thereof,

to sell, grant or assign the rights of use, the right to rent and lend copies of each of the Creations in its original version or in any adapted, arranged, modified, corrected, converted or translated version, either free of charge or against payment;

e) The right to represent, exhibit, display, broadcast and use all or part of each of the Creations, in its original version or in any adapted, arranged, modified, corrected altered or translated version, through any means of communication to the public known to this day and in particular by public recital, television broadcasting, including radio broadcasting, satellite transmission, active or passive initial or secondary cable distribution, public projection, disclosure/transmission in a public place, digital disclosure/transmission online or over media, by public presentation and any other means;

f) The right to use, monitor and maintain the Creations;

g) The right to integrate all or part of the Creations with or without modification;

h) The right to decompile the Creations, especially software.

AREVA TN shall be entitled to a worldwide use of the aforementioned rights for commercial or non-commercial purposes and for its own activities and for as long as the legal protection of said rights shall last (and without any limitation of any kind regarding edition, broadcasting, rerun or use).

IMSAS transfers to AREVA TN all property rights over the media for the Creations, allowing their copy in number and their adaptation. For software Creations, the assignment shall apply to both the object code and the source code version and will include the preparatory design material and associated documentation enabling a person skilled in the art to understand the source codes. IMSAS must provide a copy of all these media forthwith to AREVA TN on completion of the Agreement, or prior to this on request by AREVA TN.

**II.8** AREVA TN, as owner of the Foreground generated by AREVA TN and owner of the Foreground generated by IMSAS, shall have the exclusive and worldwide right to exploit such Foreground, as is or as modified, of whatever manners, without paying any compensation to IMSAS, nor inform IMSAS. For the avoidance of doubt such rights include without limitation the right of direct exploitation (the right to use the Foreground to manufacture, sell, import products or services including such Foreground, ...) and the right of indirect exploitation (the right to licence the Foreground to third parties), the right to use the Foreground knowledge for R&D purposes or discussions with public authorities.

Subject to the right granted below to IMSAS for internal research activities, IMSAS shall not use or exploit the Foreground.

IMSAS shall not restrain or otherwise hinder the use of the Foreground by AREVA TN, in particular through an intellectual property right.

The fee defined in Article V.5 constitute full and exclusive payment for the assignment to AREVA TN of all the Foreground and related intellectual property rights, which may be exploited by AREVA TN directly or by license, as such, or after modification without paying compensation or informing IMSAS.

**II.9** AREVA TN shall grant IMSAS non-transferable access rights to the Foreground knowledge for the exclusive purpose of internal research activities (excluding research activities with third parties). If IMSAS wishes to use this knowledge in the research for third party, IMSAS shall obtain the prior, express, specific and written approval of AREVA TN and the provisions concerning confidentiality with respect to Proprietary information as defined in Article III shall apply.



**II.10** AREVA TN may transfer all access rights to Background and Sideground to any third party, to its parent company or to an Affiliate, providing IMSAS is informed about such transfer in writing.

**II.11** AREVA TN shall be free to assign in part or in full, the rights attached to the Foreground to any other AREVA TN Affiliates or to any other third party through any means, and in particular through assignment, license or any other legal means.

**II.12 Warranties**

“Personnel” shall mean all the individuals working under the authority of a Partner or on behalf of same and having contributed to producing the Foreground, such as but not limited to permanent members of the Partner's staff, trainees, doctoral students, post-doctoral students, temporary workers and/or consultants.

a) IMSAS warrants that it is owner or assignee of all the intellectual property rights attached to the Foreground, in particular copyright, of the various executants of the Foreground whether these are its Personnel or third parties such as any subcontractors, and that it may therefore freely assign such within the conditions defined in Article Intellectual Property.

IMSAS undertakes to obtain any authorization that might be necessary for a free and complete exploitation of the Foreground knowledge, by AREVA TN. IMSAS shall bear all payments for the assignment of the intellectual property rights to AREVA TN (in particular IMSAS shall procure the payment of any remuneration due to members of its Personnel or to third parties, in particular the payment of any additional remuneration or fair price in accordance with patent law or even any payment associated with the assignment of copyright). The corresponding amount is already included in the fee defined in Article V.5. No royalty, compensation or indemnification will be paid by a Partner to employees or agents of another Partner.

IMSAS warrants that and shall procure that members of its Personnel or of the above-mentioned third parties shall provide any information (in particular, but not limited to technical information) and execute any formality such as signature of mandates, deeds of assignment or declarations, as necessary for the application, maintenance and legal protection of the Foreground by AREVA TN.

IMSAS warrants to AREVA TN that the Foreground does not infringe pre-existing intellectual property rights owned by a member of the IMSAS's Personnel or any subcontractors. IMSAS also warrants to AREVA TN that the Foreground does not infringe intellectual property rights owned by any third party, providing IMSAS is informed about such existence.

c) IMSAS shall indemnify AREVA TN against all claims, actions, costs and damages claimed against AREVA TN based on the ownership and/or exploitation of any intellectual property right or personality or image right associated with the Foreground, which is brought by any member of its Personnel or its authorized subcontractors and shall indemnify AREVA TN for any costs, indemnities, legal fees and expenses which may be incurred or to which AREVA TN may be held liable as a result of such claim or action. IMSAS shall provide full assistance to AREVA TN, should such claim be filed against the latter.

Furthermore, should such a claim or action succeeds IMSAS shall be responsible for obtaining from the third party or (if applicable) the member(s) of IMSAS 's Personnel or

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any authorized subcontractors, the assignment, concession or subconcession of the disputed intellectual property right, or the authorization associated with the exploitation of the personality or image rights belonging to the third party or the employee and to pay the required consideration, so as to enable the Agreement to be complied with and the free and complete use of the Foreground by AREVA TN. In the absence of which, and subject the AREVA TN 's consent, IMSAS shall modify the Foreground. If this solution is not feasible, AREVA TN will be entitled to terminate the Agreement forthwith, without prejudice to any the damages it may claim from AREVA TN.

c) IMSAS will, *mutatis mutandis*, grant the same warranties and bear the same obligations as those stated above in respect of any Background and Sideground Knowledge granted under license to AREVA TN in the terms of the present article II.12.

### III Confidentiality agreement

#### III.1 Each partner will keep in confidence any Proprietary Information disclosed to him by the other partner

“Proprietary Information” means any and all information, data or knowledge disclosed directly or indirectly by or on behalf of a Party (“Disclosing Party”) to the other Party (“Recipient”), whatever their nature (particularly any information or data of scientific, technical, technological, social, commercial, financial, legal nature or of any other nature whatsoever), whether protected by intellectual property rights or not (including without limitation information, inventions, patents, studies, trade secrets, know-how, expertise, intellectual property, reports, procedures, software, data, business methods, plans, third party identities, inventories, drawings, reserves, strategies, forecasts, specifications, records, technology, finances, patent applications, copyrights, opinions, e-mails and samples), in any form and media particularly (electronically, in written, orally, visually...) (including without limitation Background and Sideground Knowledge), after the date of signature of this Agreement, and which is specifically identified in writing and marked as “Confidential” or the like by the disclosing party. Oral information and plant tour observations concerning a process, machine, explanations of how it works and its components, if deemed confidential, will be reduced to writing and marked by the disclosing partner and delivered to the receiving partner within thirty (30) days after disclosure or observation.

The terms and conditions of the present Agreement are also deemed to be Proprietary information with exception to the legally required publication by Slovak regulation according to Article IV.1.

The Foreground arising from the present Agreement is deemed AREVA TN Proprietary information and shall be treated as such by IMSAS.

#### III.2 Each partner shall maintain confidential the Proprietary information of the other partner, each partner will make no use of the Proprietary Information of the other Party for any purpose other than the Project or the exploitation of the Foreground by AREVA TN and shall not, except with the prior written consent of the disclosing partner, disclose the same to any third party.

The Recipient shall use at least the same degree of care in protecting the Proprietary Information against disclosure to any Third Party as the receiving Party exercises in protecting its own confidential information, but not less than a reasonable degree of care. Notably, the Proprietary Information and agrees to return to the disclosing Party all the written and descriptive elements received from the disclosing Party on the disclosing Party's demand.

#### III.3 Notwithstanding the above, IMSAS as Recipient may disclose the other Party Proprietary Information to its employees and AREVA TN as Recipient may disclose the other Party Proprietary Information to (a) its employees (b) employees of an Affiliate (c) or employees of its subcontractors, having a need-to-know for the purposes of this Project or the exploitation of the Foreground, but only if said employees are under an obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.

The obligations of the Recipient under the present Article III shall not extend to any Proprietary Information for which the Recipient can prove that:

- at the time of disclosure available to the public or becomes available to the public through no fault or act by the Recipient; or

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- information the receiving party can show through its written records was in its possession prior to disclosure by the Disclosing party; or
- received from a third party who is under no like obligation to the disclosing party to maintain the information confidential; or
- is developed by the Recipient independently of the Project, by employees not being aware of the Information received from the other Party in the frame of the Agreement;
- that the disclosures were required by law or a court order provided the Recipient uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.
- Facts referring to article III.3 hereabove must be proven by the Recipient.

#### **III.4 Publication and communication**

Scientific publication or other promotion of Foreground always requires written consent from AREVA TN. Partners have agreed to acknowledge adequately the contribution of other partner in any information concerning public promotion of the Foreground arising from the performance of this Project.

IMSAS shall not communicate the Foreground knowledge to any third Party nor publish the Foreground knowledge: any press releases, thesis, and other public statements or communications shall be made only pursuant to the prior, written and express agreement of AREVA TN. Any draft publication and / or oral or written communication shall then be submitted in written to AREVA, which may review, accept, modify, refuse or postpone the publication or communication.

Such decision shall be provided to the AREVA TN Chief Executive Officer no later than three (3) months from receipt of the draft. The absence of response within the corresponding period shall be regarded by IMSAS as AREVA TN's acceptance, subject always to compliance with the confidentiality obligations applicable to Background and Sideground pursuant to article III.1 and III.2.

AREVA may request the thesis defence to be held in camera, the members of the examining board to enter into confidentiality agreement, the thesis to be kept confidential and not available to the public, and may demand the modification of the members of the examining board.

**III.5** It is mutually agreed, that the confidentiality provisions as defined above in this Article shall be effective during the term of the Agreement and shall remain effective 20 (twenty) years after the term or after termination for whatever reasons of this Agreement and subject to either an exploitation of the Foreground Knowledge by AREVA TN, or a patent filing made in the 5 years following the end of the Agreement.

**III.6** In addition to above provisions, Foreground knowledge is deemed AREVA TN's Proprietary information and shall be treated as such by IMSAS under the present article III and IMSAS is obliged to keep in confidence also all information concerning Foreground knowledge generated by IMSAS within the Project, (including without limitation inventions, studies, know-how, expertise, intellectual property, reports, procedures, data, specifications) and shall not, except with the prior written consent of

AREVA TN, disclose the same to any third party. This obligation shall be effective during the term of the Agreement and, in case AREVA TN shall not exploit nor file any patent to protect the Foreground shall expire:

- a) five (5) years after the term or termination for whatever reasons of the Agreement. At the end of this indicated period, both parties will meet together to discuss and decide the future of the Foreground, or
- b) five (5) years after the last payment of fees paid by AREVA TN to IMSAS according to Article V.4



#### **IV Duration and termination of the Agreement**

**IV.1** This Agreement comes into force retroactively on February 1<sup>st</sup>, 2015 (hereinafter the "Effective date") and shall remain effective until :

- the end of Phase 1, if AREVA TN decides not to entrust IMSAS to carry out Phase 2.
- the end of Phase 2, if AREVA TN decides to entrust IMSAS to carry out Phase 2.

To be valid IMSAS shall register this agreement into the national official register no later than 7 days after the signature of this agreement. IMSAS will confirm to AREVA TN the registering and official publication of this agreement.

However prior to such registration, to the extent permitted by law, upon request of AREVA TN, IMSAS shall black out or delete any information identified as sensitive by AREVA TN included in the copy of the Agreement to be registered.

At the end of Phase I, AREVA TN will inform IMSAS in written if AREVA TN decides or not to continue with Phase II.

**IV.2** Provisions defined in Article II, Article III, Article V.4 and Article V.5 shall remain valid also after term or termination (for whatever reasons) of this Agreement.

**IV.3** AREVA TN may terminate this Agreement without cause by informing IMSAS by registered mail of its intentions to terminate with two months prior notice.

In these event, AREVA TN shall pay to IMSAS an amount corresponding to the work undertaken in the framework of normal forecast progress of the Project until the end of the notice period, and corresponding also to the materials, equipment and services ordered by IMSAS before the receipt of AREVA's notice.

IMSAS shall then send to AREVA TN an invoice together with substantiation concerning the work undertaken and orders made.

Amounts already paid by AREVA TN concerning this Agreement shall be deducted from said invoice.

**IV.4** This Agreement may be automatically terminated by either of the Parties, by registered mail with return receipt requested, in the event of breach by the other Party of any of its contractual duties if said other Party does not remedy said breach within thirty (30) days following the date of receipt of the registered mail sent by the Party asserting said breach. The implementation of this article shall not be deemed waiver by the Party invoking termination for any damages that may be claimed to the defaulter.

**IV.5** It has been agreed that the execution of the Agreement shall comply with the applicable labour regulations. In case one of the Parties does not respect labour regulations, the other Party might terminate this Agreement by sending a registered mail. The termination of the Agreement shall come into effect on receipt by the other Party of the registered mail.

**IV.6** At the earliest 6 (six) months after the term or termination of the Agreement for whatever reasons, upon request of IMSAS, AREVA TN shall formally notify IMSAS if AREVA TN intends to use for R&D purpose and/or to exploit the Foreground knowledge of whatever manners. The provisions of article III Confidentiality shall apply accordingly.

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## **V Financial provisions**

- V.1** As consideration for the execution of the Project AREVA TN will pay to IMSAS, after the reception of the invoice, the amount and the payment conditions as defined in the purchase order between the two partners:

For Phase I: EUR 50 000 (fifty thousand eight hundred)

and if AREVA TN decides to continue with Phase 2:

For Phase II: EUR 25 570,-(twenty five thousand five hundred seventy)

Bank expenses connected with transfer of payment will be covered by AREVA TN.

- V.2** Payment due dates will be as follows:

- Upon signature of the Agreement and upon receipt of the invoice 50% of the amount Phase 1 provided in article VI.1\_: EUR 25 000,-(twenty five thousand) exclusive VAT

- Upon acceptance by AREVA TN, of the final Deliverable of Phase I, and upon receipt of the invoice[70% of the amount Phase 1 provided in article VI.1: EUR 25 000 ,- (twenty five thousand) exclusive VAT

- Upon acceptance by AREVA TN, of the final Deliverable of Phase II, and upon receipt of the invoice 100% of the amount Phase 2 provided in article VI.1: EUR 25 570,- (twenty five thousand seven five hundred seventy) exclusive VAT

Payments shall be made, within 45 days from the end of the month of receipt of the invoice subject to the work being performed as provided in the Agreement, and, in particular, with respect to the communication of the final Deliverables.

Payment shall be made by bank transfer and IMSAS shall provide a bank details slip (IBAN and/or BIC SWIFT) together with its first invoice.

- V.3** The sum to be paid by AREVA TN under article V.1 and V.2 does not include the costs for consumables and external services, especially costs for aluminium powders, ceramics or pressing tools, if these costs totally exceed EUR 3000,- per calendar year. AREVA TN shall be informed in advance about all exceeding costs and shall in such case provide its express, written and prior approval for the exceeding costs. Providing AREVA TN agrees with them, the exceeding costs will be invoiced to "AREVA TN" in final invoice in given calendar year. If AREVA does not approve such exceeding costs, such costs shall be exclusively borne by IMSAS.

- V.4** In consideration of any Background or Sideground knowledge rights granted to AREVA pursuant to Article II (Intellectual property rights) of the present Agreement AREVA TN will pay to IMSAS fees calculated from the amount of the manufactured material (arising from the exploitation of Background or Sideground Knowledge when using the Foreground knowledge) (hereinafter referred to as the "Material"), provided and as from the date such Material is effectively sold to third parties as part of AREVA TN or Affiliates products and/or services (but excluding for the avoidance of doubt R&D purposes and discussions with public authorities) in accordance with the following formula:

a) [REDACTED]

where YF is Yearly fee (in euros), MM is mass of Material (in kg) sold by AREVA TN and or its Affiliates to third parties for one year (hereinafter referred to as "Mass of sold material") and CM is costs of Material (in euros/kg) purchased by AREVA TN and/or its Affiliates to its Material manufacturing subcontractor (hereinafter referred to as "Costs of purchased material")

b) For the avoidance of doubt, where the Costs of purchased material effectively incurred by AREVA TN and/or its Affiliates are lower [REDACTED] the amount to be applied to the formula set out in a) above for such Costs of purchased material shall reflect the Costs of purchased material effectively incurred by AREVA TN and/or its Affiliates.

If the Costs of purchased material effectively incurred by AREVA TN and/or its Affiliates [REDACTED] the Parties agree to apply €25/kg amount for the Costs of purchased material, to the formula set out in a) above, for the purpose of the calculation of the consideration to be paid by AREVA TN and/or its Affiliates under the present Agreement.

c) The Yearly fee will be calculated by AREVA TN and/or its Affiliates for each year "N" (starting as from the date of the first sale of the Material sold by AREVA TN and/or its Affiliates to third parties) and transferred to IMSAS bank account within the first three months of the year "N+1".

Where AREVA TN and/or its Affiliates grant(s) license to third parties (other than AREVA TN or its Affiliates) to use the Foreground, as permitted under article II.8 of the present Agreement, AREVA TN and/or its Affiliates shall use its reasonable endeavours to procure that the licensee shall agree to be bound *mutatis mutandis* by the terms and conditions set out in the present article V.4. In such case, AREVA TN and/or its Affiliates acting as licensor shall transfer the consideration paid by the licensee in accordance with the present article V.4 to IMSAS within 3 months following the receipt of such amount by AREVA TN or its Affiliates.

e) The obligations set out in the above paragraphs shall remain effective for fifteen (15) years after the term or termination of this Agreement.

## V.5 INVOICING

All amounts are payable subject to the issue of an invoice in duplicate by IMSAS conforming to current regulations..

Invoices shall specify the name of the AREVA TN and one (1) copy shall be sent to:  
TBC

Invoices must state the Agreement and the Order reference; the Services and/or Equipment concerned by the invoice, attach all supporting documentation provided by AREVA TN and must comply with Article L 441-3 of the French Commercial Code.

In the case of non-conformity, the invoice will be returned unpaid to IMSAS.

## V.6 TAXES

The VAT rate applied shall be the rate in force on the date of the invoice.

Unless otherwise stipulated, the applicable VAT is determined under the law applicable when payable pursuant to the local law. The amount of VAT to be paid by AREVA TN will be indicated separately on the invoices.

In the case of importation of Supplies carried out in respect of the Agreement and giving rise to a separate payment:

a) If the Price(s) expressed in foreign currency have been converted into Euros, the rate used will be indicated in IMSAS offer and stated in the Agreement.

b) Customs duties are recorded at the rate in force on the date of the economic conditions used as the basis to set the prices. Any variation in these rates occurring between the offer and delivery will be at the expense of, or to the benefit of the Purchaser.

IMSAS bears all costs relating to the duties, taxes, royalties and deductions for which it is liable.



## VI Other agreements

- VI.1** IMSAS guarantees that the research work concerning the topic of the Project as defined in the Purpose of the Agreement will be exclusively done only for AREVA TN during whole duration of this Agreement.

Should IMSAS intends to conduct R&D activities within the topic as defined in the Purpose of the present Agreement after the term or termination of the present Agreement, IMSAS will perform the future research works only on its own resources and shall comply with all the obligations of the present Agreement including without limitation confidentiality obligations, intellectual property rights .....

- VI.2** Should IMSAS generates improvements to the Foreground knowledge, IMSAS shall inform AREVA TN and upon AREVA TN request shall enter into good faith discussion in order to assign such improvements to AREVA TN under fair and reasonable conditions.

IMSAS shall inform AREVA TN if IMSAS intend to assign such improvements to a third party and AREVA TN shall have a right of first refusal.

- VI.3** IMSAS undertakes that the products (including substances, combinations, Background, Sideground and/or Foreground knowledges or articles) supplied or used in respect of the Agreement are not in the scope of the REACH Regulation (EC regulation No. 1907/2006) and in the event such products would fall in the scope of such REACH regulation, such products will comply with the clauses of the REACH Regulation and that it will send AREVA TN evidence of this compliance.

## **VII CLOSING PROVISIONS**

- VII.1** Notwithstanding the conflicts of law provisions, the validity and interpretation of this Agreement is governed by the laws of France.
- VII.2** Any dispute in relation with this Agreement shall in the first place be amicably settled by and between both Partners. If both Partners fail to amicably settle such disputes, they shall be finally settled by arbitration in International Chamber of Commerce Paris (France).
- VII.3** This Agreement is personal to the partners and may not be modified, assigned, in whole or in part, or transferred by operation of law or otherwise except by written agreement between the partners.
- VII.4** This Agreement and any transactions thereunder will not create an agency or joint venture relationship between the parties.
- VII.5** This Agreement constitutes the entire understanding between the partners. It merges and supersedes all prior and contemporaneous discussions, representations and writings, whether oral or written.
- VII.6** In the event that one or more clauses of this Agreement, or parts thereof, are finally adjudicated by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in force and be interpreted in a manner reasonably consistent with the original intention of the partners as set forth herein.
- VII.7** The Agreement and its exhibits shall be considered as inseparable whole. In case of conflicts the precedence order of the applicable documents shall be the following:
- 1) the Agreement
  - 2) The exhibits
- VII.8** This Agreement is written in English. After signing by partners each of them becomes two copies.

**AGREED:**

TN INTERNATIONAL

Ústav materiálov a mechaniky strojov SAV

Exhibit 1

Planning overview IMSAS

Phase 1 : Laboratory proof of concept

THE CALCULATION TO TEST IS:

**Phase 2: Prototype manufacturing**

Exhibit 2







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