

LETTER OF AGREEMENT

16ENV10 METRORADON-Consortium

Represented for the purpose of this Letter of Agreement

by the Coordinator

Hannah Wiedner

Physikalisch-technischer Prüfdienst des Bundesamts für Eich- und Vermessungswesen

Arltgasse 35

1160 Wien

Austria

To the Collaborator

Slovak Institute of Metrology

Department of Metrology

Karľoveská 63

842 55 Bratislava, Slovak Republic.

Concerning collaboration in the field of the development of new ^{222}Rn and ^{220}Rn radioactive reference sources with stable and known radon emanation capacity and validation of traceability of European radon calibration facilities

Dear Matej Krivošík,

This LETTER confirms the agreement and the relationship between the 16ENV10 MetroRadon-Consortium, represented by the Coordinator and Slovak Institute of Metrology, detailing the responsibilities of collaboration in the field of the development of new ^{222}Rn and ^{220}Rn radioactive reference sources with stable and known radon emanation capacity and validation of traceability of European radon calibration facilities.

The MetroRadon-Consortium and Slovak Institute of Metrology, in the following referred to as "Correspondents" shall indicate their agreement by signature of this LETTER, with the arrangement running until 31 May 2020.

The MetroRadon-Consortium is conducting a research project in the frame of the European Metrology Programme for Innovation and Research (EMPIR). EURAMET e. V. is the dedicated implementation structure for EMPIR.

The Collaborator has advised the Consortium that their organisation is also active in the relevant field of research and expressed an interest in collaborating with the Consortium.

The collaboration addressed in this LETTER is complementary to the MetroRadon-Grant Agreement between EURAMET and the MetroRadon -Consortium and shall not be regarded as part of that agreement or vice versa. The Coordinator is acting as the intermediary between the Collaborator and the MetroRadon-Consortium.

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Dear Matej Krivošík,

This LETTER confirms the agreement and the relationship between the 16ENV10 MetroRadon-Consortium, represented by the Coordinator and Slovak Institute of Metrology, detailing the responsibilities of collaboration in the field of **the development of new ^{222}Rn and ^{220}Rn radioactive reference sources with stable and known radon emanation capacity and validation of traceability of European radon calibration facilities.**

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PURPOSE OF COLLABORATION

The expected relevant activities undertaken by the MetroRadon-Consortium are defined in the attached Annex 1.

The expected relevant activities undertaken by your organisation (the "Collaborator") are defined in the attached Annex 2.

Participation of the Collaborator in Activities stated in Annex 1 have to provide additional outcome (e.g. measurement results, additional analyses, contribution of additional experiences, provision of facilities, etc.) or support the work of the Consortium-members and do not exempt the Consortium-members from their work as stated in Annex 1.

Sharing appropriate information related to the activities in the field of research would have clear benefits for Slovak Institute of Metrology and the MetroRadon-Consortium. Therefore, for the collaboration to be meaningful the Correspondents shall endeavour:

1. to perform and fulfil, promptly, actively and on time, all stated intentions, including in particular the submission of sufficient information to each other to enable meaningful reporting of the collaboration conducted under this LETTER.
2. to notify each other promptly of any significant problem and delay likely to affect the intended collaboration and to use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

Any activities under this LETTER shall be subject to the availability of appropriate funds, personnel and other resources. Each party of this LETTER shall bear the costs it will incur in connection with the implementation of this collaboration.

CONFIDENTIALITY

A prerequisite for successful collaborating in the field of research specified above is the sharing of information, including but not limited to written documents, data carriers, drawings, devices and software.

The Correspondents may use any information obtained within the activities conducted pursuant to this LETTER for the purpose of this collaboration and for non-commercial purposes. The providing correspondent retains ownership of the transferred information.

The Correspondents undertake to treat confidentially all information exchanged under this LETTER which is clearly identified as confidential or which is of a proprietary nature. They shall protect such confidential information against the risk of unauthorised disclosure and undertake

- not to use confidential information otherwise than for the purpose for which it was disclosed;
- not to disclose confidential information to any third party without the prior written consent by the disclosing correspondent;
- to ensure that internal distribution of confidential information shall take place on a strict need-to-know basis; and
- to return to the disclosing correspondent on demand all confidential information which has been supplied including all copies thereof.

The confidentiality and non-use provisions shall not apply to any confidential information which:

- is given to EURAMET, the EURAMET Management Support Unit, and the European Commission insofar as needed for the proper carrying out of the contractual obligations in respect of EMPIR;

- is already known to the receiving correspondent at the time of receipt;
- is or becomes public knowledge otherwise than through default on the part of the receiving correspondent;
- must be disclosed by the receiving correspondent pursuant to a legal obligation;
- is no longer confidential as subsequently informed by the disclosing correspondent to the recipient.

The provisions regarding confidentiality shall terminate three years after the termination of the MetroRadon-project.

USE OF RESULTS

If any results or findings capable of being protected are generated within the scope of the collaboration between the Correspondents in the field of research specified above, the use, the application for protective rights and the exploitation shall be settled in the individual case and by mutual written agreement between the MetroRadon-Consortium and the Collaborator.

The Correspondents agree to respect their individual Intellectual Property Rights.

PUBLICATIONS

Publications are to be agreed in writing, and the research collaboration is to be clearly referred to.

GENERAL OBLIGATIONS

The Collaborator agrees that EURAMET or anyone acting on EURAMET's behalf may contact the Collaborator to gather information about the experiences of involvement in the collaboration and any benefits the organisation has gained.

The relationship between the MetroRadon-Consortium and the Collaborator established by this LETTER is that of independent collaborators. This LETTER does not create a partnership or agency between the Correspondents.

Either the MetroRadon-Consortium or the Collaborator may terminate this collaboration at any time upon written notice to the other. Activities in progress on the date of such written notice may proceed to completion. In the event of termination, the Correspondents shall remain bound by the provisions regarding confidentiality with respect to any information obtained.

The MetroRadon-Consortium, including the Coordinator shall not be liable to the Collaborator and vice versa for damages caused in the scope of the collaboration unless such damages are caused intentionally or by gross negligence.

Yours sincerely,

Place & Date

Signature of the MetroRadon-Coordinator

The foregoing is accepted by Slovak Institute of Metrology and therefore in this reply I confirm that this Letter together with its Annexes constitutes the mutual acceptance of the provisions of the foregoing.

Yours sincerely,

Place & Date

Signature of the Collaborator

Annex 1 (Activities of Consortium)
Annex 2 (Activities of Collaborator)

Slovak Institute of Metrology will be involved in the following Activities:

Annex 2: Expected relevant activities and planned timeframe in the field of research related to the development of new ^{222}Rn and ^{220}Rn radioactive reference sources with stable and known radon emanation capacity and validation of traceability of European radon calibration facilities undertaken by the Collaborator

SMU will collaborate as an additional participant in the following activities as an unfunded partner:

Activity number	Activity description	Lead Participant	Additional participant	Delivery date
A1.1.6	CEA, PTB, CMI and SUJCHBO will compare the ^{222}Rn activity from the stable emanation sources developed in A1.1.1-A1.1.3 with existing decaying ^{222}Rn gas standards using a known sample of radon as the transfer standard.	CEA	SMU	M24
A1.3.1	The new ^{222}Rn emanation sources developed and compared in A1.1.1-A1.1.5 together with existing certified reference volumes will be installed at BfS, BFKH, IFIN-HH, IRSN, METAS and SUJCHBO reference chambers in order to establish constant and traceable ^{222}Rn activity concentrations.	BfS	SMU	M27
A5.3.1	Organisation of an exercise to validate the traceability of the secondary standards used by European radon calibration facilities selected in A5.1.3.	CMI	SMU	M32
A5.3.2	Selection of a reference laboratory. European radon calibration facilities selected in A5.1.3 will send their radon secondary standards to the selected reference laboratory. The selected reference laboratory will compare and calibrate the secondary standards received from the European radon calibration facilities to the reference device calibrated in A1.3.2.	CMI	SMU	M33
A5.3.3	Evaluation of reports received in A5.3.2.	CMI	SMU	M34
A5.3.4	Preparation of guideline and recommendations on calibration and measurement procedures for the determination of radon concentration in air.	CMI	SMU	M35
A5.3.5	Report on the validation of traceability of primary and secondary radon calibration facilities in Europe	CMI	SMU	M36

The foregoing is accepted by Slovak Institute of Metrology (SMU) and, therefore, I confirm that this LETTER together with its Annexes constitute the acceptance of the foregoing.

Place & Date

Signature of the Collaborator