

**CRYSTAL CLEAR
COLLABORATION AGREEMENT**

K1500/TT/PH/004C

Agreement between:

1. **The Institute for Physical Research**, Ashtarak, a research institute with its seat at Ashtarak-2, 378410, Republic of Armenia, represented by Dr. A.V. PAPOYAN, Director;
2. **The Vrije Universiteit Brussel (VUB)**, with its seat at Pleinlaan 2, 1050 Brussels, Belgium, represented by Prof. P. DE KNOP, Rector;
3. **The Forschungszentrum Juelich GmbH**, a research institute with its seat at Leo-Brandt-Str. 52425 Juelich, Germany, represented by Dr. H. FISCHER and Dr. W. JAEK;
4. **The Centre National de la Recherche Scientifique (CNRS)**, a public establishment for scientific and technological research, whose headquarters are at 3 rue Michel Ange 75794 Paris Cedex 16, France, SIREN no. 180 089 013, APE/ NAF code 7219 Z represented by Mr A. MINGUS, Director, who has delegated his signature rights to :
 - Mr B ANDRAL, Rhône-Alpes Regional Delegate, with the seat of the Rhône-Auvergne regional delegation located at 2 avenue Albert Einstein, 69609 Villeurbanne Cedex, France;
 - Mr P. DOUCELANCE, Provence et Corse Regional Delegate, with the seat of the Provence et Corse regional delegation located at 31 chemin Joseph Aiguier, 13402 Marseille, Cedex 7, France;

The Université de la Méditerranée, a public establishment of a scientific, cultural and professional nature, having its registered offices at Jardin du Pharo – 58 Bd Charles Livon - 13284 Marseille Cedex 7. The CNRS is mandated by the Université de la Méditerranée to sign the present contract on its behalf awaiting the “plan quadriennal de développement 2008-2011” of the Université de la Méditerranée, acting for and on behalf of the **Centre de Physique des Particules de Marseille (UMR 6550)** directed by Mr. KAJFASZ;
5. **The Université Claude Bernard Lyon 1**, a public establishment of a scientific, cultural and profesional nature, having its registered offices at La Doua, 43 boulevard du 11 novembre 1918, 69622 Villeurbanne Cedex, France, represented by Prof. L. COLLET. The CNRS and the Université Claude Bernard Lyon 1 acting for and on behalf of the **Laboratoire de Physico-Chimie des Matériaux Luminescents (UMR 5620)**, directed by Ms. Marie-France Joubert;
6. **The Institute for Nuclear Problems attached to the Belarussian State University (INP)** with its seat at 11 Bobruiskaya Street, 220050 Minsk, Republic of Belarus, represented by Mr. M. KORZHIK;
7. **The Laboratório de Instrumentação e Física Experimental de Partículas (LIP)**, with its seat at Av. Elias Garcia, 14, 1000-149 Lisboa, Portugal, represented by Prof. G. BARREIRA, President;
8. **The Sungkyunkwan University (SKKU)**, 300 Cheoncheon-dong Jangan-Gu, Suwon, Gyeonggi-do, Korea, represented by Mr. J. DON SEO, President;
9. **The Centro De Investigaciones Energeticas, Medioambientales Y Tecnologicas (CIEMAT)**, Avenida Complutense, 22 E-28040 Madrid, Spain, represeneted by Dr. J. A. RUBIO RODRÍGUEZ, Director General;
10. **The Deutsches Krebsforschungszentrum (DKFZ)**, Neuenheimer Feld 280, 69120 Heidelberg, Germany, represented by Prof. Dr. WIESTLER, Chairman and Scientific Director and Dr. J. PUCHTA, Administrative-Commercial Director;

11. **The Universita Politecnica Delle Marche (UPM)**, Via Breccie Bianche 60131 Ancona, Italy, represented by Prof. Ing. M. PACETTI, Rector;
12. **The European Organization for Nuclear Research, CERN**, an Intergovernmental Organization with its seat at Geneva, Switzerland, represented by Dr. R. AYMAR, Director General;
13. **The Universiteit Gent (UGent)**, with its seat at Sint-Pietersnieuwstraat 25, B-9000 Gent, represented by Prof. P. VAN CAUWENBERGE, Rector;
14. **The Faculty of Sciences of the University of Lisbon**, with its seat at Edifício C5, Campo Grande, 1749-016 Lisboa, Portugal, represented by Prof. N. M. de CARVALHO FERREIRA GUIMARÃES, President - Board of directors of the Faculty of Sciences of the University of Lisbon.

TABLE OF CONTENTS

WHEREAS	5
PART A: DEFINITIONS AND COLLABORATION MANAGEMENT	6
ARTICLE 1 DEFINITIONS	6
ARTICLE 2 PURPOSE AND SCOPE OF THE AGREEMENT	9
ARTICLE 3 CONTACT PERSONS.....	9
ARTICLE 4 COLLABORATION BOARD	10
ARTICLE 5 MANAGEMENT BOARD	11
ARTICLE 6 TECHNICAL MEETING	12
ARTICLE 7 SPOKESPERSON.....	12
ARTICLE 8 ANNUAL REPORTING	12
PART B: PROJECTS - SCOPE AND MANAGEMENT	14
ARTICLE 9 PROJECTS	14
ARTICLE 10 CORE TECHNOLOGY PROJECTS	14
ARTICLE 11 PRODUCT DEVELOPMENT PROJECTS.....	15
PART C: INTELLECTUAL PROPERTY.....	17
ARTICLE 12 DEFINITION AND OWNERSHIP	17
ARTICLE 13 PROTECTION OF IP.....	18
ARTICLE 14 ACCESS RIGHTS	19
PART D: GENERAL PROVISIONS	21
ARTICLE 15 CONFIDENTIALITY.....	21
ARTICLE 16 DEPLOYMENT OF PERSONNEL	21
ARTICLE 17 PUBLICATIONS/PRESS RELEASES	22
ARTICLE 19 WARRANTY	23
ARTICLE 20 LIABILITY	23
ARTICLE 21 FORCE MAJEURE.....	24
ARTICLE 22 ENTRY INTO FORCE / DURATION.....	24
ARTICLE 23 WITHDRAWAL	25
ARTICLE 24 DEFAULT.....	25
ARTICLE 25 DISSOLUTION	26
ARTICLE 26 CONSEQUENCES OF TERMINATION	26
ARTICLE 27 LANGUAGE.....	27
ARTICLE 28 NOTICE PROVISION.....	27
ARTICLE 29 ENTIRE AGREEMENT, AMENDMENTS.....	28
ARTICLE 30 NATURE OF THE AGREEMENT	28
ARTICLE 31 ASSIGNMENT	28
ARTICLE 32 APPLICABLE LAW /SETTLEMENT OF DISPUTES	28
ANNEX 1 Background IP.....	43
ANNEX 2 Collaboration Programme	46
ANNEX 3 Contact Persons.....	47
ANNEX 4 Non-Disclosure Agreement Template.....	50
ANNEX 5 Deployment of Personnel	52
ANNEX 6 Agreement for Accession to the Crystal Clear Collaboration Agreement.....	53
ANNEX 7 Arbitration	54
ANNEX 8 Template CTP Program of Work	55

WHEREAS

1. The Parties, with the exception of the Universiteit Gent, the Faculty of Sciences of the University of Lisbon, and the Centre de Physique des Particules de Marseille, have entered into the collaboration agreement K800/ETT concerning research and development in the Collaboration Area (as defined below), thereby forming the Crystal Clear Collaboration;
2. The Parties have collaborated together in this framework, and now wish to amend and restate their mutual rights and obligations in a new collaboration agreement;
3. The Parties will use the knowledge gained from the work carried out in the framework of the collaboration agreement K800/ETT and new possibilities arising from the most recent technologies and processes in the field;
4. The aim of the collaboration is to pull together knowledge and expertise of the Parties and to establish a forum for the protected creation and exchange of information (including proprietary information as listed in Annex 1 and as may be developed by the Parties individually after the entry into force of this Agreement);
5. The purpose of the collaboration is also to provide the framework for setting up project agreements between two or more Parties to develop "generic" technologies, i.e. technologies which are not product-specific, and project agreements between one or more Party(ies) and industrial partners to develop products based on technologies that have been developed by the Parties (individually and / or within a common project);
6. Although the primary motivation of the Parties is to carry out research and development in the Collaboration Area for scientific purposes it is likely that the resulting technologies, or their derivatives, will find commercial applications. For this reason, the Parties wish to define in advance the mechanisms for the exploitation and dissemination of the technologies developed in the framework of projects;
7. The Parties wish to define certain of their rights and obligations with respect to the exchange of information, and define the framework of collaboration for specific projects;

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

**PART A:
DEFINITIONS AND COLLABORATION MANAGEMENT**

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 *Agreement* shall mean this Collaboration Agreement, including all its annexes and amendments, which form an integral part of it;
- 1.2 *Background IP* shall mean IP made available by a Party to the other Parties in accordance with Article 12.2, whether in existence before the entry into force of this Agreement, including IP generated under Agreement K800/ETT, or developed by a Party outside the framework of the Collaboration Programme during its execution, all Background IP being listed in Annex 1 hereto;
- 1.3 *Collaboration* and *Crystal Clear Collaboration* shall mean all the Parties;
- 1.4 *Collaboration Area* shall mean the development of detectors for gamma rays and X-rays for any applications, and in particular High Energy Physics, Biomedical imaging applications such as but not limited to PET and SPECT scanners including the development of scintillating materials, photodetectors, read-out electronics, optical and mechanical assemblies and software for this purpose;
- 1.5 *Collaboration Board* shall mean the collaboration board referred to in Article 4;
- 1.6 *Collaboration Programme* shall mean the specific work plan and associated time schedule defined by the Parties regarding their work in the Collaboration Area and detailed in Annex 2 hereto;
- 1.7 *Commercial Exploitation* shall mean exploitation of Crystal Clear IP for commercial purposes;
- 1.8 *Confidential Information* shall mean any information, such as but not limited to proprietary concepts or trade secrets, disclosed by one Party to another Party, which has been identified as confidential or which can be reasonably understood to be confidential to the extent that the disclosing Party's legitimate interests would suffer disproportionately great harm in case of unauthorized disclosure;
- 1.9 *Contact Person* shall mean the person referred to in Article 3. A Contact Person may be several persons representing one Party, it being understood that in any circumstances a Contact Person shall have only one vote and shall have the authority to commit the Party having appointed him;
- 1.10 *Contributions* shall mean the costs of material purchases, infrastructure and personnel incurred by the Parties in connection with a CTP, regardless of the source of funding;
- 1.11 *Core Technology Project* and *CTP* shall mean a Project entered into by Parties to carry out research and development in the Collaboration Area with the aim of developing a technology which is not product-specific;

- 1.12 *Crystal Clear IP* shall mean all Background IP or any part thereof and all Project Results or any part thereof;
- 1.13 *CTP Implementation Committee* shall mean the committee referred to in Article 10.3;
- 1.14 *CTP Results* shall mean Project Results generated in the execution of a Core Technology Project;
- 1.15 *Exploitation Agreement* shall mean any license or other agreement entered into by one or more Parties with third parties, for the direct or indirect exploitation or use of the Product, including the provision of services, and any further development of the Product for a specific application;
- 1.16 *Institute* shall mean any of the institutes listed on page 2 of this Agreement;
- 1.17 *IP* and *Intellectual Property* shall mean all intellectual property, including but not limited to inventions, know-how, layouts, drawings, designs, specifications, computer programs, reports, processes, protocols, calculations and any other matter;
- 1.18 *IPR* shall mean all intellectual property rights, whether registered or not, including patents, registered designs, trade marks and service marks, copyrights, design rights and all similar proprietary rights, such as but not limited to those related to IP, and applications for protection thereof;
- 1.19 *Management Board* shall mean the management board referred to in Article 5;
- 1.20 *Materials* shall mean physical objects owned by a Party or Parties which may be used for the execution of a Project;
- 1.21 *Non Disclosure Agreement* and *NDA* shall mean an agreement wherein the parties to such agreement agree to use Confidential Information for a defined purpose only, and to respect the confidential nature of such Confidential Information;
- 1.22 *Party* shall mean a signatory to this Agreement;
- 1.23 *PDP Results* shall mean Project Results generated in the execution of a Product Development Project;
- 1.24 *Product Development Project* and *PDP* shall mean a Project entered into by one or more Party(ies) and third parties for the development of a Product, whether or not based on CTP Results;
- 1.25 *Product Industrialization* shall mean the development of a commercial Product from CTP Results by an industrial third party, or of PDP Results by an industrial third party which is not party to the corresponding PDP, for the purpose of the Commercial Exploitation of a Product;
- 1.26 *Product* shall mean any product or service containing Crystal Clear IP and/or having required Crystal Clear IP for its production;
- 1.27 *Project* shall mean either a CTP or a PDP;
- 1.28 *Project Results* shall mean all IP generated by the Parties in the execution of a Project and owned by them;
- 1.29 *R&D* shall mean research and development;
- 1.30 *Spokesperson* shall mean the person referred to in Article 7;

Terms in the singular shall include the plural and vice versa and terms in one gender shall include the other gender.

Terms defined in other provisions of this Agreement shall have the meanings given in those provisions.

ARTICLE 2 **PURPOSE AND SCOPE OF THE AGREEMENT**

- 2.1 This Agreement sets out the conditions under which the Parties agree to co-operate in the Collaboration Area, by executing the Collaboration Programme and by entering into and executing CTPs and PDPs.
- 2.2 The Parties will work in a mutually beneficial and cooperative manner to carry out research in the Collaboration Area in accordance with the Collaboration Programme for the duration of this Agreement. Each Party shall perform the work assigned to it under the Collaboration Programme and shall undertake an interactive, cooperative role in the Collaboration with the other Parties, in particular in the framework of the technical meetings.
- 2.3 Each Party shall comply with all its obligations under this Agreement and shall in particular:
 - a) perform on time its obligations as provided for in this Agreement, and ensure that its Contact Person fulfils his tasks as defined under Article 3.2;
 - b) promptly supply the Collaboration Board with all such information or documents as it may require in connection with this Agreement or a given Project;
 - c) promptly notify the Spokesperson and the Collaboration Board of any delay in the performance of its obligations;
 - d) promptly implement any decision taken by the Collaboration Board.
- 2.4 Unless stated otherwise in this Agreement, each Party shall be responsible for bearing all expenses it incurs in relation with the execution of its obligations under this Agreement.

ARTICLE 3 **CONTACT PERSONS**

- 3.1 Each Party shall appoint a Contact Person to represent it on the Collaboration Board and to carry out the tasks set out in Article 3.2. A Party appointing or replacing a Contact Person or proxy for the Contact Person shall confirm such appointment and/or replacement in a document signed by such Party's signatory and addressed to the Spokesperson.
- 3.2 The responsibility of the Contact Person shall be in particular to:
 - a) act as a point of contact between the Party having appointed him and the Collaboration;
 - b) attend Collaboration Board meetings and approve minutes;
 - c) plan and supervise the work carried out by the Party having appointed him and supervise the execution of all obligations, including confidentiality obligations, assigned or applicable to such Party;
 - d) keep the Spokesperson and the Collaboration Board regularly informed of the performance of such obligations and of the current status of the activities in the Collaboration Area of the

- Party having appointed him, and prepare progress reports regarding such activities in accordance with Article 8;
- e) inform the Collaboration Board about any Project the Party having appointed him wishes to set up with other Parties or enter into, it being understood that CTPs must be approved by the Collaboration Board before they may be set up;
 - f) assist the Spokesperson and the Collaboration Board where necessary for the furtherance of a Project or the execution of this Agreement.

ARTICLE 4 COLLABORATION BOARD

- 4.1 The Collaboration Board shall be constituted of all the Contact Persons and shall be chaired by the Spokesperson. For this purpose, the Collaboration Board shall elect every three years, a Spokesperson. It is understood that the Spokesperson elected under K800/ETT in office at the date of entry into force of this Agreement shall complete his existing term under this Agreement.
- 4.2 Unless explicitly specified otherwise, decisions by the Collaboration Board shall be taken by a simple majority vote of Contact Persons. Each Party shall have one vote. The two third majority of the Collaboration Board shall constitute a quorum for any decisions by the Collaboration Board.
- 4.3 The Collaboration Board shall meet at least every 12 months, and as may be called by the Spokesperson or the Management Board as considered necessary. A Party shall be entitled to request an extraordinary Collaboration Board meeting by giving notice to the Spokesperson who shall accept or refuse such request in writing on reasonable grounds.
- 4.4 The Collaboration Board shall:
- a) monitor the execution of this Agreement and address all issues which may arise in relation thereto, including the taking of decisions where required in this Agreement to be taken by the Collaboration Board;
 - b) review the Collaboration Programme and amend it as necessary, and manage the Collaboration;
 - c) decide on applications by third parties who wish to be signatories of, and/or co-operate with the Parties under this Agreement other than through a CTP or PDP;
 - d) elect the Spokesperson;
 - e) promote recognition of Collaboration activities by:
 - a. defining and implementing a publication strategy;
 - b. defining and implementing a strategy on the use of its name and logo;
 - f) define a global strategy for the protection of Background IP and CTP Results;
 - g) review activity reports provided by the Parties;
 - h) review the Background IP made available to the Collaboration by a Party during the execution of this Agreement and keep Annex 1 up-to-date;

- i) review publication proposals relating to each Party's Background IP submitted by such Party and provide advice if required, in accordance with the strategy established under Article 4.4.e);
- j) terminate this Agreement if it considers it appropriate, such termination to become effective upon termination of the last ongoing CTP;
- k) consider a Party's request for assignment of or withdrawal from this Agreement;
- l) reassign the work of a defaulting or withdrawing Party to one or more Party(ies);

In relation with the Projects:

- m) evaluate, discuss, and approve CTPs and make recommendations concerning the contractual arrangements and other decisions to be taken with regard thereto (including the participation of Parties if necessary);
- n) review reports provided by CTPs Implementation Committees on the status and advancement of CTPs (including CTP Results);
- o) review and approve publication proposals relating to CTP Results for compliance with the IP and publication strategies;
- p) mandate one Party or entity to take the leading and coordinating role for the Commercial Exploitation as the case may be, and set up a mechanism whereby such Party or entity may recover the costs incurred by it for such activities;
- q) remain informed of the commercialization strategy of CTPs as applicable and provide recommendations if required;
- r) decide on disputes submitted to it by CTPs' Implementation Committees;
- s) remain informed of the setting up and scope of PDPs and of their advancement.

ARTICLE 5 MANAGEMENT BOARD

- 5.1 In order to complement the role and responsibilities of the Collaboration Board as set out in Article 4, a Management Board shall be created. It shall be composed of the Contact Persons of the Parties to ongoing CTPs, and the project leaders of each ongoing CTP and PDP. A PDP may only be represented in the Management Board by the representative of a Party. The Management Board shall be chaired by the Spokesperson.
- 5.2 The Management Board shall meet at least every quarter and whenever it is deemed necessary in the light of questions or issues raised in connection with the Collaboration, including those to be discussed within the Collaboration Board. The role of the Management Board shall in particular be to keep the Collaboration Board informed of the status of ongoing CTPs, and to prepare the decisions of the Collaboration Board. It is understood that the Management Board meetings may be held by teleconference or electronic means if necessary.
- 5.3 The Management Board shall not be vested with decision-making power. It shall submit any recommendations it may have to the Collaboration Board which shall take such actions as it may deem

necessary, in accordance with Article 4. In the event an urgent matter needs to be decided the Management Board may convene an extraordinary Collaboration Board meeting.

ARTICLE 6 TECHNICAL MEETING

- 6.1 The Parties' technical representatives shall hold a technical meeting at least every 6 months where they shall discuss the progress of the Parties in the Collaboration Programme and any technical issues that may have arisen in this regard.
- 6.2 A Party may invite external experts to the technical meetings to discuss particular issues relating to the Collaboration Programme, provided that such participation by external experts is covered by a Non-Disclosure Agreement. To this end, the invited external experts and the Spokesperson, on behalf of the Parties, shall sign a Non-Disclosure Agreement (c.f. Annex 4).
- 6.3 The Parties' technical representatives shall discuss CTP proposals at the technical meetings before they are submitted to the Collaboration Board for approval in accordance with Article 4.4(m).

ARTICLE 7 SPOKESPERSON

- 7.1 The Spokesperson shall prepare minutes of each Collaboration Board meeting, including a list of actions with designated responsibilities, distribute the minutes to the Contact Persons for approval, and assure the follow-up thereof.
- 7.2 The Spokesperson shall in addition be in charge of:
 - a) planning and coordinating the execution of the Collaboration Programme;
 - b) convening meetings of the Collaboration Board, Management Board and technical meeting, and proposing agendas, by giving at least 15 days prior notice;
 - c) keeping the Parties informed of the current status of the Collaboration and the activities of each Party, on the basis of the reports provided in accordance with Article 8, and suggesting any corrective actions to be taken;
 - d) reviewing the Collaboration Programme and proposing to the Collaboration Board amendments as may be considered necessary;
 - e) addressing day-to-day issues within the Collaboration, such as information flow.

ARTICLE 8 ANNUAL REPORTING

Each Party shall produce an annual report of its activities under the Collaboration Programme, to be submitted to the Collaboration Board for review before the end of the corresponding year. Such report shall describe the resources expended and activities carried out by that Party, contain a short management overview, and all documents based on or referring to the

Collaboration Programme and published during the corresponding year. The Spokesperson shall be responsible for compiling such reports into a single Crystal Clear Collaboration Annual Report which will set out the activities carried out over the year, including the setting up of CTPs, PDPs and any other form of exploitation of Crystal Clear IP, and the activities foreseen for the coming year.

**PART B:
PROJECTS - SCOPE AND MANAGEMENT**

ARTICLE 9 PROJECTS

- 9.1 The Parties may enter into Projects with the aim of developing specific technologies. Such Projects may take the form of either Core Technology Projects (CTPs) or Product Development Projects (PDPs).
- 9.2 Each Party shall in due course inform the Collaboration Board about any Project it wishes to set up or intends to enter into. The scope of, and participation of Parties in, the Project shall then be discussed at the Collaboration Board meeting taking into account in particular existing Projects and the interests of each Party.
- 9.3 CTPs may only be carried out by two or more Parties. Their purpose shall be to validate and scale up a proof of concept to a working technology and / or build a working demonstrator.
- 9.4 PDPs may be carried out by one or more Parties in collaboration with third parties and shall be geared towards the development of a specific product, whether or not based on or using CTP Results. Their purpose shall be to validate a technology to a full scale Product, or deliver a working Product ready for industrialization or for commercialization.
- 9.5 The Parties wishing to set up a Project shall determine the resources required for the execution of the Project in terms of Background IP and Project Results generated in other Projects. Should a Project require, during its execution, further Background IP or Project Results, the participating Parties shall formulate a written addendum to the Project Agreement, to be agreed by the Collaboration Board in the case of a CTP, setting out the details of such further Background IP or Project Results. The Parties to that Project Agreement shall ensure that they have the necessary access to the required Background IP or Project Results, either under this Agreement or under a separate written license agreement.

ARTICLE 10 CORE TECHNOLOGY PROJECTS

- 10.1 Each CTP must be approved by the Collaboration Board and be the subject of a separate written agreement (hereafter referred to as the "CTP Agreement"), which shall set out, in particular, the rights, obligations and responsibilities of the Parties participating in such CTP and the programme of work to be carried out under the CTP.
- 10.2 The Parties wishing to set up a CTP shall negotiate the terms of the CTP Agreement on the basis of this Agreement and shall include terms to give effect to the provisions of this Agreement as applicable. Articles 15, 16, 18, 19, 20, 21, 27, 28, 29, 30, 31, and 32 in particular shall be included in and apply mutatis mutandis to CTP Agreements. The terms of a CTP Agreement may supplement but shall not contradict the terms of this Agreement. The CTP Agreement shall be signed by all participating Parties.

- 10.3 For each CTP, each Party participating in such CTP shall nominate a representative to sit on the CTP Implementation Committee. The CTP Implementation Committee shall be chaired by the CTP project leader who shall appoint a technical coordinator. Once they have entered into a CTP, the participating Parties shall keep the Management Board informed of its progress through the CTP project leader.
- 10.4 The CTP Implementation Committee shall be in charge of:
- a) monitoring the execution of the CTP Agreement and addressing all issues which may arise in relation thereto;
 - b) reviewing and/or amending:
 - a. the technical specifications of the CTP;
 - b. the duration of the CTP;
 - c. limitations of use, as the case may be;
 - c) implementing decisions of the Collaboration Board taken in accordance with Article 4;
 - d) reporting to the Management Board every 6 months on the status and advancement of the CTP detailing in particular the achievements, current work, next steps, issues, risks, and CTP Results generated;
 - e) reporting at the technical meetings as may be considered necessary.
- 10.5 A Party participating in a CTP shall bear the costs it incurs in the execution of its obligations under the corresponding CTP. It may receive funding from industrial sponsoring, or public funding to cover whole or part of such costs.
- 10.6 The Parties to a CTP Agreement shall, when entering into the CTP Agreement and at any time thereafter as may become necessary in particular in view of Article 9.5, determine their relative contributions in terms of Background IP and CTP Results to be generated, or as the case may be, already generated, in such CTP. The relative IP contributions together with the Parties' Contributions shall form the basis for the sharing of revenue as may stem from corresponding Exploitation Agreements.
- 10.7 Any income (including up-front payments, lump-sum fees and royalties) generated by such Exploitation Agreements shall be shared according to the value of the contributions established in application of Article 10.6.

ARTICLE 11 **PRODUCT DEVELOPMENT PROJECTS**

- 11.1 Each PDP shall be the subject of a separate written agreement (hereafter referred to as the "PDP Agreement"), which shall set out, in particular, the rights, obligations and responsibilities of the parties participating in such PDP and the programme of work to be carried out under the PDP.
- 11.2 The Parties wishing to set up a PDP shall negotiate the terms of the PDP Agreement on the basis of this Agreement and shall ensure that the PDP Agreement allows them to give effect to their obligations under this Agreement. The PDP Agreement shall be signed by all participating parties.

- 11.3 The Party(ies) to the PDP shall report to the Collaboration Board on the advancement of the PDP, the modalities of such reporting to be determined by the parties to such PDP.

PART C: INTELLECTUAL PROPERTY

ARTICLE 12 DEFINITION AND OWNERSHIP

Background IP in the Collaboration Area

- 12.1 IP disclosed or made available by a Party to another Party shall not create any proprietary right in respect of that IP for the Party receiving it.
- 12.2 Each Party determines and informs the Collaboration Board about which IP it will make available to the other Parties for the execution of the Collaboration Programme, to be considered Background IP. The Spokesperson shall update the list of Background IP in Annex 1.

CTP Results

- 12.3 Any CTP Results shall be owned by the Party having generated such CTP Results. Such Party shall be free to protect and/or exploit the same at its own cost and risk, subject always to the provisions of this Agreement.
- 12.4 In case CTP Results have been generated by more than one Party, and either their respective share of the CTP Results cannot be distinguished, or cannot be dissociated for the purpose of their protection, such CTP Results shall be owned jointly by the Parties having generated them, unless agreed otherwise in writing by such Parties. Such Parties shall agree, through a separate written co-ownership agreement, on the means of protection and conditions of exploitation of such CTP Results at their own cost and risk subject always to the provisions of this Agreement.
- 12.5 The Party or Parties having generated CTP Results shall:
- a) inform the CTP Implementation Committee of such CTP Results;
 - b) inform the CTP Implementation Committee of any wish to protect such CTP Results and the proposed means of protection;
 - c) address such issues as may be raised in relation to paragraphs a) and b) above by the CTP Implementation Committee or the Management Board;
 - d) refer any dispute concerning the ownership of CTP Results to the Collaboration Board.
- 12.6 If employees or any other persons working for a Party are entitled to claim rights to Crystal Clear IP, that Party shall ensure that any exercise of those rights shall be in a manner compatible with its obligations under this Agreement.
- 12.7 Each Party shall be solely responsible for the remuneration, in accordance with applicable laws and internal regulations, of their employees who are the inventors of the Crystal Clear IP and shall hold the other Parties free and harmless against any claim by its employees with regard to their rights in relation with the Crystal Clear IP.

PDP Results

- 12.8 Ownership of, and access to, IP generated in the execution of a PDP shall be regulated by PDP Agreements according to such principles as the parties thereto may agree. The Parties to a PDP shall endeavour to reflect the IP principles defined for the CTP in their PDP Agreements.

ARTICLE 13 PROTECTION OF IP IN CTP

- 13.1 In the event that joint owners of CTP Results decide to protect the same by a patent, they shall:

- a) file the patent application in the name of, and with the express consent of all joint owners of the CTP Results concerned subject to Article 13.2 (where a party does not wish to seek protection);
- b) appoint one Party as the attorney with full power to take all necessary steps and transact all business in view of the establishment and the protection of the CTP Results concerned, such appointment to be communicated to the Implementation Committee and Collaboration Board for information;
- c) decide in due course, with regard to patent procedures and the associated time limits, on the countries in which they wish to further seek, and subsequently maintain, protection for patent rights regarding the CTP Results concerned. To this end the joint-owners of the CTP results shall agree in writing before taking action regarding such patent procedures, and shall consult each other in writing before answering to any notification of the patent examiners.
- d) subject to Article 13.2, share all costs related to the protection of such CTP Results in proportion to their relative contributions to such CTP Results.

- 13.2 In case a joint owner of CTP Results does not wish to seek or maintain protection for the same it shall so notify the other joint owner(s) by registered letter and the latter shall in that event be entitled to register and to maintain a patent thereon solely in its(their) own name and at its(their) sole cost and risk, subject always to the conditions of this Agreement. To such end, the notifying Party shall state in writing to the remaining Party(ies) owning the CTP Results concerned, that it transfers in full its rights in the CTP Results concerned to the other owner(s) thereof in application of this Article and subject always to the conditions of this Agreement. The Party transferring its rights shall inform the CTP Implementation Committee and the Management Board thereof.

- 13.3 In case a Party having sole ownership of CTP Results does not wish to seek or maintain protection for the same it may so notify the other participating Party(ies) by registered letter and it (they) shall in that event be entitled to register and to maintain a patent thereon solely in its (their) own name and at its (their) sole cost and risk after having informed the Collaboration Board of their intention, subject always to the conditions of this Agreement and in particular to the application of the rules regarding joint ownership. To such end, the notifying Party

shall state in writing to the remaining participating Party(ies) that it transfers in full its rights in the CTP Results concerned to it(them) in application of this Article and subject always to the conditions of this Agreement. The Party transferring its rights shall inform the CTP Implementation Committee and the Management Board thereof.

- 13.4 In case a Party becomes aware of an infringement by any other Party or by a third party of any IPRs in Crystal Clear IP, it shall notify the infringer. Failing any remedial action by the infringer, it shall inform the Collaboration Board and the relevant Implementation Committee, as the case may be, as soon as reasonably practical and the Parties concerned shall agree on the action to be taken to prevent, or secure recompense for such infringement and how to share costs and recompenses resulting from such action. Should such Parties not agree by unanimity on the action to be taken within a reasonable time given the circumstances, one or more Party(ies) may take such action as it(they) deem(s) appropriate at its(their) own cost and liability. In that event such Party(ies) shall indemnify the other(s) for any damages, costs or loss of any kind which it(they) may suffer as a result of such action and shall share with the other Parties in equal measure, excluding any Party infringing under this Article, any compensation damages or other payment it receives as a result thereof, having first deducted its(their) own costs and expenditure in pursuing such action.
- 13.5 The Parties shall sign or execute all such documents and shall take all such actions as shall be reasonably necessary or expedient in order to give effect to their respective rights and obligations under this Article 13.

ARTICLE 14 **ACCESS RIGHTS**

- 14.1 "Necessary" in this Article 14 shall mean that without access to said Background IP the use or exploitation of CTP Results would be technically or legally impossible, or would require significant additional R&D work.
- 14.2 Each Party hereby grants the other Parties, in respect of its Background IP and subject to prior commitments regarding the same, a free, non-sublicensable and non-exclusive license to use the same for the Collaboration Programme and for internal R&D in the Collaboration Area.

Background IP necessary for the execution of a CTP

- 14.3 Each Party to a CTP hereby grants the other participating Parties, subject to prior commitments regarding the same, a free, non-sublicensable, and non-exclusive license to use its Background IP for the purpose of carrying out the corresponding CTP, excluding Commercial Exploitation.
- 14.4 A Party, owning Background IP necessary for the execution of a CTP may, upon written request by the Parties participating in such CTP, grant a free non-sublicensable non-exclusive license to such Background IP. Such license shall grant the Parties participating in said CTP the rights to use such Background IP for the purpose of carrying

out the corresponding CTP and any other CTP for which such Background IP is necessary for its execution.

CTP Results necessary for evaluation purposes

- 14.5 Each Party to a CTP hereby grants the other Parties a free, non-sublicensable and non-exclusive license to use any CTP Results it owns, solely or jointly, for evaluation purposes.
- 14.6 Each Party hereby grants the other Parties a free, non-sublicensable, and non-exclusive license to use any CTP Results it owns, solely or jointly, for the purpose of carrying out the corresponding CTP and any other CTP for which such CTP Results are necessary for its execution. Each Party shall grant the other Parties a non-exclusive license for the Commercial Exploitation of CTP Results it owns on reasonable terms and conditions.
- 14.7 A Party having granted a license under Article 14.4, or having participated in a CTP and owning Background IP necessary for the exploitation of CTP Results generated in such CTP shall, subject to prior commitments regarding the same, grant the Party(ies) entering into such Exploitation Agreement a license to such Background IP, on reasonable terms and conditions, to be determined in the light of the particular circumstances. Should a Party decide to terminate its participation in this Agreement, it shall continue to comply with this obligation.

CTP Results necessary for the execution of a PDP and for commercial exploitation

- 14.8 A Party owning CTP Results necessary for the execution of a PDP shall, where it is not a party to such PDP, grant the Party participating in that PDP, on reasonable terms and conditions, a non-exclusive license for the purpose of carrying out the PDP or for Commercial Exploitation, sub-licensable to the other parties to the PDP Agreement for the same purpose.
- 14.9 Subject to the conditions of this Agreement, each Party is entitled to use its Background IP and CTP Results.

**PART D:
GENERAL PROVISIONS**

ARTICLE 15 CONFIDENTIALITY

- 15.1 The Party receiving Confidential Information shall keep confidential and shall not without prior permission in writing of the disclosing Party disclose Confidential Information to any third party, or use it for any purpose other than the performance of its obligations under this Agreement. The receiving Party shall limit the circle of recipients of Confidential Information on a need-to-know basis and shall ensure that the recipients are aware of and comply with the obligations defined in this Article 15.
- 15.2 The receiving Party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized disclosure or use of Confidential Information.
- 15.3 Notwithstanding Articles 15.1 and 15.4, the receiving Party is entitled to disclose Confidential Information:
- which it is required by law to disclose, provided that insofar as reasonably possible the complying Party shall have informed the disclosing Party of such need and shall have complied with such Party's reasonable instructions designed to protect the confidentiality of such information; or
 - which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality; or
 - was already in the possession of the receiving Party at the time of receipt without any restrictions on disclosure; or
 - which it has developed independently of Confidential Information; or
 - which was at the time of receipt published or otherwise generally available to the public; or
 - which has become public knowledge other than as a result of a breach by it of Articles 15.1, 15.2 or 15.4.
- 15.4 The receiving Party shall continue to comply with the obligations defined in this Article 15 for a period of ten years from the date of disclosure.

ARTICLE 16 DEPLOYMENT OF PERSONNEL

- 16.1 In case of deployment of personnel by one Party to another the following rules shall apply.

- 16.2 Each Party shall ensure that its personnel shall for the duration of his deployment at another Party remain employed by, and receive a salary from, his Party.
- 16.3 Each Party shall ensure the provision of adequate social and third party liability insurance cover to its deployed personnel. The social insurance must include cover against the financial consequences of illness and accidents that is adequate in the host state of the Party receiving the deployed personnel for the duration of deployment.
- 16.4 The deployed personnel shall be subject to the rules, in particular the safety regulations, applicable on the site of the Party to which he has been deployed.
- 16.5 At CERN the deployed personnel shall have the status of “associated member of personnel” as applicable, in accordance with the CERN Staff Rules and Regulations, and Annex 5 in particular shall apply to personnel deployed to CERN.

ARTICLE 17 PUBLICATIONS/PRESS RELEASES

- 17.1 Except for Confidential Information as set out in Article 15 and always subject to Article 17.7, each Party shall have the right to publish any general information relating to this Agreement or to its Background IP provided it has given prior written notice of its intention to publish to the Spokesperson, who shall inform the Collaboration Board.
- 17.2 A Party intending to publish information containing or referring to CTP Results shall obtain the Collaboration Board’s prior authorisation in application of Article 4.4(o). For this purpose, it shall notify the Spokesperson in writing, who shall inform the Collaboration Board, a minimum of one month prior to the publication submission deadline and shall send the text proposed for publication together with such notification.
- 17.3 The Collaboration Board shall, in deciding whether or not to grant authorization for the publication, take into account any comments or objections raised by the Parties. In particular, it may reject the proposed publication if it deems it to be prejudicial to the Collaboration or to any Party. Unless otherwise agreed in writing, the Collaboration Board shall give its comments within two weeks from the date of notification for press releases and within one month from the date of notification for all other publications, failing which it will be deemed to have given its approval.
- 17.4 A Party may object to a publication to the Spokesperson in case some or all of the CTP Results contained in the proposed publication are patentable or in the process of being patented. Such objection to be duly motivated showing that the objecting Party’s legitimate interests will suffer disproportionately great harm in case of such disclosure.
- 17.5 Wherever authorization is refused by the Collaboration Board, such refusal shall be lifted as soon as the reasons for the refusal are no longer pertinent due to a corrective action on the proposed publication or to the CTP Results at stake being effectively protected, and in any

case not longer than 18 months from the receipt by the Spokesperson of the notification of the intention to publish.

- 17.6 In any case, any publication shall be in accordance with academic practice, duly acknowledge authorship and the contribution of the other Parties and shall make reference to the Crystal Clear Collaboration.
- 17.7 The Parties participating in a PDP shall ensure that any publication by the parties to the corresponding PDP complies with the publication strategy established in accordance with Article 4.4(f) and is not prejudicial to the protection of CTP Results. It shall for this purpose consult in writing the Party(ies) owning the CTP Results concerned, which may object to such publication in accordance with Article 17.3 or 17.4.

ARTICLE 18 **LIMITATIONS OF USE**

- 18.1 Limitations as may apply to the use of Products shall be acknowledged by the Parties through the Collaboration Board as and when applicable. The Parties shall at all times comply with such limitations when using and/or making available Products.
- 18.2 The Crystal Clear IP shall in no event be used for military or any other non-peaceful purposes.

ARTICLE 19 **WARRANTY**

In supplying any Crystal Clear IP, Confidential Information or Materials to any of the other Parties, each Party undertakes to use all reasonable endeavours to ensure the accuracy thereof and, in the event of errors therein, promptly on being notified to correct the same. A Party shall be under no further obligation or liability in respect of the same, and no warranty or representation of any kind is made, given or to be implied in any case concerning the Crystal Clear IP, Confidential Information or Materials, including but not limited to the sufficiency, accuracy or fitness for purpose of such Crystal Clear IP, Confidential Information or Materials, or the absence of any infringement of statutory monopoly or proprietary rights of third parties by the use of such Crystal Clear IP, Confidential Information or Materials.

ARTICLE 20 **LIABILITY**

- 20.1 Subject to Article 19, each Party shall indemnify each of the other Parties, in respect of any damage or loss caused to that Party by the acts and omissions of itself and of its employees and agents, provided always that such obligation shall not extend to claims for indirect or consequential loss or damages such as, but not limited to, loss of profit, revenues, contracts or the like, and that the indemnity shall be limited in total to 1 Million Swiss Francs per occurrence.
- 20.2 Each Party shall be solely liable for any loss or damage or injury it causes to third parties in connection with the performance of its obligations under this Agreement.

- 20.3 Liability arising from a Project or from an Exploitation Agreement shall be limited to the signatories of the corresponding Project Agreement or Exploitation Agreement, who shall define their respective liabilities on a case-by-case basis. In no event shall the Parties not signatories of the Project Agreement or Exploitation Agreement have any responsibility with regard thereto, and the signatories shall keep them free and harmless from any liability and indemnify them for any costs or damage arising from the execution of the Project or Exploitation Agreement.

ARTICLE 21 **FORCE MAJEURE**

- 21.1 Force majeure means any circumstance beyond the reasonable control of the Party invoking force majeure, such as but not limited to acts of nature, fire and war which prevents such Party, wholly or partially, from performing its obligations under this Agreement.
- 21.2 Strikes and other labour conflicts, except if they are not restricted solely to the Party concerned and form part of a national conflict, as well as any delay or failure of suppliers and sub-contractors of the Party concerned, shall not constitute force majeure.
- 21.3 If a Party is prevented, wholly or partially, by force majeure as defined in this clause from the performance of its obligations under this Agreement, then that Party shall during the continuance of the force majeure be released from all liability in respect of any delay or default in the performance of such obligations insofar as they are affected by such force majeure provided that the force majeure has arisen without the fault or negligence of the Party invoking force majeure and, provided that it shall immediately notify the other Parties and the Collaboration Board in writing of the force majeure giving reasonable details including its expected duration, that it shall make all reasonable efforts to minimise the consequences of the force majeure and shall immediately notify the other Parties and the Collaboration Board in writing when the force majeure has ceased.
- 21.4 If the force majeure continues for a consecutive period of no less than two months the other Parties shall be entitled to terminate this Agreement with immediate effect for the Party invoking force majeure, without any liability on either part, except in so far as accrued prior to the commencement of the force majeure, by giving notification in writing to the Party invoking the force majeure. Such Party shall be considered as a withdrawing Party (as defined below) for the purposes of this Agreement.

ARTICLE 22 **ENTRY INTO FORCE / DURATION**

- 22.1 This Agreement shall enter into force upon its signature by the eighth Institute to sign, for the Institutes having signed this Agreement at such date. The entry into force of this Agreement shall automatically terminate Agreement K800/ETT.
- 22.2 After the entry into force of this Agreement, an Institute may sign this Agreement at any time, and its rights and obligations under this

Agreement shall run as from the date of signature of this Agreement by that Institute.

- 22.3 A third party which is not an Institute, wishing to become a Party shall inform the Spokesperson in writing. The Collaboration Board shall consider such application for accession in accordance with Article 4.4(c). In the event that the application is accepted by the Collaboration Board, the Spokesperson and the third party shall sign an Accession Agreement (as provided in Annex 6) and such third party shall provide a detailed list of the pre-existing IP it contributes, to be considered Background IP, and the Spokesperson shall update Annex 1. The third party's rights and obligations shall run from the date of signature of the Accession Agreement by it and by the Spokesperson.

ARTICLE 23 **WITHDRAWAL**

- 23.1 A Party wishing to withdraw from this Agreement shall give notice thereof in writing to the Collaboration Board, such withdrawal to become effective four months from the date of receipt of notification by the Collaboration Board.
- 23.2 The Collaboration Board shall be entitled to terminate this Agreement with immediate effect upon written notice with respect to any Party which enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, without any liability on either part, except in so far as accrued prior to such termination. Such Party shall be considered as a withdrawing Party for the purposes of this Agreement.
- 23.3 Upon receipt of notification of withdrawal, the Collaboration Board shall take such measures with respect to this Agreement as is necessary in order to ensure the continuity thereof and communicate to the withdrawing Party its obligations as set out in this Agreement with regard to such withdrawal.
- 23.4 The withdrawing Party shall assist the Collaboration Board and the Spokesperson, and take all reasonable measures to ensure that its withdrawal does not affect the continuity of this Agreement or of CTP Agreements.

ARTICLE 24 **DEFAULT**

The Collaboration Board shall be entitled to terminate this Agreement with respect to a Party in the event of material breach by that Party of its obligations under this Agreement (hereafter referred to as the "Defaulting Party"). Termination shall become effective sixty (60) days after the Spokesperson has sent a registered letter with acknowledgement of receipt giving the Defaulting Party notice that it must fulfil its obligations, unless within that deadline the Defaulting Party has remedied the breach. Such termination shall take place with respect to the Defaulting Party only and the Defaulting Party will be deemed to have agreed to such termination of this Agreement. The consequences of such termination are set out in Article 26.

ARTICLE 25 **DISSOLUTION**

The Collaboration Board shall be entitled, by a two thirds majority, to terminate this Agreement, such termination to become effective after the termination of the last ongoing CTP.

ARTICLE 26 **CONSEQUENCES OF TERMINATION**

- 26.1 Notwithstanding termination of a Party's participation in the Collaboration, whether by default or withdrawal, or the termination of this Agreement by dissolution, its provisions shall continue to bind the Parties in so far and for as long as may be necessary to give effect to their respective rights and obligations accrued prior to such termination. Articles 15, 17, 18, 19, 20, 26 and 32 shall in any event survive termination of this Agreement.
- 26.2 Except as expressly stated otherwise, the termination of this Agreement for a Party, whether by default, withdrawal or otherwise, shall not affect its rights and obligations with regard to Background IP and Project Results it owns, including as a joint owner.
- 26.3 The Collaboration Board (excluding the representative of the withdrawing or Defaulting Party) shall assign the tasks of the withdrawing or Defaulting Party as specified in the Collaboration Programme to one or several other Parties.
- 26.4 Termination of this Agreement for a withdrawing or Defaulting Party shall automatically terminate such Party's participation in CTP Agreements, as the case may be, but shall not affect the validity of any license granted by that Party to the other Parties under Article 14.4, unless explicitly stated otherwise in such license agreement. The CTP Implementation Committee (excluding the representative of the withdrawing or Defaulting Party) shall assign the tasks, if any, of the withdrawing or Defaulting Party as specified in the CTP Agreement to one or several remaining Parties to the CTP Agreement.
- 26.5 The withdrawing or Defaulting Party agrees to the use of Background IP and Project Results owned by it, in whole or in part, for future Exploitation Agreements. It is understood that in the event of Commercial Exploitation of a Defaulting Party's Project Results by the other Parties, the Defaulting Party shall not be included in the sharing of revenue from such Commercial Exploitation.
- 26.6 The licenses to Background IP provided by the withdrawing or Defaulting Party to the other Parties prior to the effective date of withdrawal, for the execution of the Collaboration Programme, for internal R&D in the Collaboration Area, and for the purpose of executing a CTP, and to CTP Results for purposes of evaluation and executing a CTP in which it was participating, shall continue in full force and effect.

Withdrawal

- 26.7 The licenses to Background IP provided to the withdrawing Party by the other Parties for internal R&D in the Collaboration Area shall continue in full force and effect. The licenses to CTP Results provided

to the withdrawing Party by the other Parties shall cease forthwith and the withdrawing Party shall cease all use of the other Parties' CTP Results. Where CTP Results are jointly owned by the withdrawing Party, such Party may continue using the CTP Results it jointly owns for its internal R&D in the Collaboration Area. Any other use shall be subject to agreement by the joint owners of the CTP Results concerned.

- 26.8 Termination of this Agreement for a withdrawing Party shall not affect its obligations vis-à-vis the signatories of PDP Agreements, incumbent upon it by virtue of such ongoing agreements signed by it.

Default

- 26.9 The licenses to Background IP and to CTP Results provided to the Defaulting Party by the other Parties shall cease forthwith and the Defaulting Party shall cease all use of the non-defaulting Parties' Background IP and CTP Results. Where CTP Results are jointly owned by the Defaulting Party, such Party may continue using the CTP Results it jointly owns for its internal R&D in the Collaboration Area. Any other use shall be subject to agreement by the joint owners of the CTP Results concerned.
- 26.10 The Defaulting Party shall, within the limits of the sum of its Contributions, be liable for any direct cost incurred by the other Parties to the corresponding CTPs resulting from such termination, provided always that such liability shall not extend to claims for indirect or consequential loss or damages such as, but not limited to, loss of profit, revenues, contracts or the like.

Termination of the Crystal Clear Collaboration

- 26.11 The termination of the Crystal Clear Collaboration shall not affect the execution of ongoing PDP Agreements and Exploitation Agreements.
- 26.12 All licenses to Background IP and Project Results between the Parties shall remain in full force and effect insofar as the same are necessary for ongoing Exploitation Agreements. All obligations, such as but not limited to financial obligations and limitations of use, incumbent upon a Party by virtue of ongoing Exploitation Agreements of which it is a signatory shall continue in full force and effect.
- 26.13 Any future Exploitation Agreements shall be negotiated on a case-by-case basis between the Parties concerned.

ARTICLE 27 LANGUAGE

This Agreement is drawn up in English. English shall govern all documents, notices, and meetings for its application and/or extension or in any other way relative thereto together with all reports, communications, correspondence and technical work between the Parties.

ARTICLE 28 NOTICE PROVISION

Unless otherwise specified, any notice to be given under this Agreement to the Parties shall be in writing to their respective addresses, recorded on the

first page of this Agreement, or at such other address as may have been notified in accordance with this Agreement for such purpose.

ARTICLE 29 **ENTIRE AGREEMENT, AMENDMENTS**

This Agreement constitutes the entire agreement between the Parties in respect of the Collaboration. Amendments or changes to this Agreement shall only be valid if made in writing and signed by an authorised representative of each of the Parties. It is understood that amendments to Annex 1 for the purpose of updating the list of Background IP shall be valid when approved by the Collaboration Board and will be deemed inserted in this Agreement.

ARTICLE 30 **NATURE OF THE AGREEMENT**

Nothing in this Agreement shall be deemed to create a partnership or agency between the Parties.

ARTICLE 31 **ASSIGNMENT**

No Party shall, without the prior written agreement of the Collaboration Board, assign or otherwise transfer, partially or totally, its rights and/or obligations under this Agreement.

ARTICLE 32 **APPLICABLE LAW /SETTLEMENT OF DISPUTES**

- 32.1 This Agreement shall be interpreted in accordance with its true meaning and effect independently of any national or local law. Provided that if and insofar as this Agreement does not stipulate, or any of the terms and conditions are ambiguous or unclear reference shall be made to Swiss substantive law.
- 32.2 If any dispute under this Agreement fails to be settled amicably, the Parties shall resort to the arbitration procedure as defined in Annex 7, drawn up in accordance with CERN's status as an Intergovernmental Organization, adapted as necessary in the light of the number of Parties involved. Notwithstanding reference of any dispute to arbitration, the Parties shall continue to be bound by their obligations under this Agreement.

K1500/ TT/ PH/ 004C

Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

1. Institute for Physics Research, Ashtarak

Name: A.V. PAPOYAN, Director

Date: 16.10.2008

Signature: 


K1500/TT/PH/004C

Final binding version of K1500/TT/PH/004C Collaboration Agreement,
Read and approved:

2. Vrije Universiteit Brussel

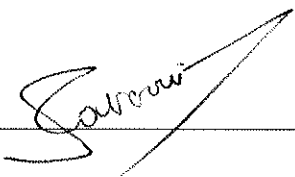
Name: Prof. Dr. Paul De Knop

Date: 17 OKT. 2008

Signature:  _____

Name: Stefaan TAVERNIER

Date: 29 October 2008

Signature:  _____


K1500/ TT/ PH/ 004C

Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

3. Forschungszentrum Juelich


Name: Dr. H. FISCHER

Date: 16.10.08

Signature: 

Name: Dr. W. JAEK

Date: 16.10.08

Signature: 

K1500/ TT/ PH/ 004C

Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

4. Centre National de la Recherche Scientifique, acting for and on behalf of :
- The Université de la Méditerranée
 - Centre de Physique des Particules de Marseille (UMR 6550)
 - Laboratoire de Physico-Chimie des Matériaux Luminescents (UMR 5620)

Name: B. ANDRAL

Date: _____

Signature: _____

Name: P. DOUCELANCE

Date: **07 NOV. 2008**

Pour le Délégué Régional empêché
l'Adjoint au Délégué Régional
Alain SOMMERVOGEL

Signature: _____



K1500/ TT/ PH/ 004C

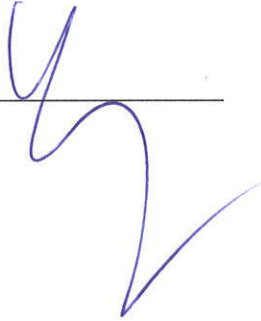
Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

5. Université Claude Bernard Lyon 1, acting for and on behalf of the
Laboratoire de Physico-Chimie des Matériaux Luminescents (UMR 5620)

Name: L. COLLET, President

Date: 17/10/2008

Signature: _____

A handwritten signature in blue ink, consisting of a stylized 'L' followed by a wavy line and a checkmark-like stroke, written over a horizontal line.

K1500/TT/PH/004C

Final binding version of K1500/TT/PH/004C Collaboration Agreement,
Read and approved:

6. Institute for Nuclear Problems

Name: M. KORZHIK

Date: _____

Signature: _____

K1500/ TT/ PH/ 004C

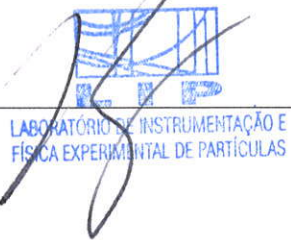
Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

7. Laboratório de Instrumentação e Física Experimental de Partículas (LIP)

Name: G. BARREIRA, President

Date: 5/11/08

Signature: _____



LABORATÓRIO DE INSTRUMENTAÇÃO E
FÍSICA EXPERIMENTAL DE PARTÍCULAS

K1500/ TT/ PH/ 004C

Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

8. Sungkyunkwan University School of Medicine (SKKU)

Name: J. DON SEO, President

Date: November 4, 2008

Signature: Jung Don Seo



K1500/ TT/ PH/ 004C

Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

9. Centro De Investigaciones Energeticas, Medioambientales Y Tecnologicas,
(CIEMAT)

Name: J. A. RUBIO RODRÍGUEZ, Director General

Date: 7th Nov. 2008

Signature: _____



K1500/ TT/ PH/ 004C

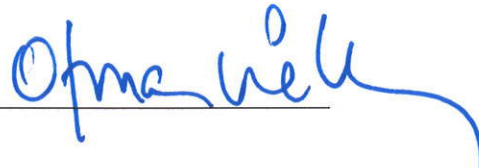
Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

10. Deutsches Krebs Forschungs Zentrum (DKFZ)

Name: Prof. Dr. WIESTLER, Chairman and Scientific Director

Date: 31.10.08

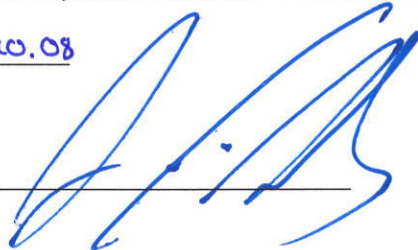
Signature:



Dr. J. PUCHTA, Administrative-Commercial Director

Date: 31.10.08

Signature:



K1500/ TT/ PH/ 004C

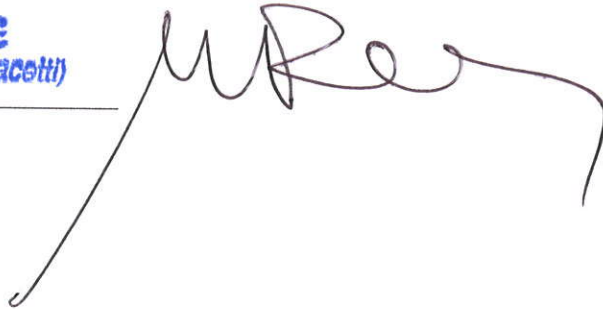
Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

11. The Università Politecnica Delle Marche (UPM)

Name: M. PACETTI, Rector

Date: 31.07.2009

Signature: IL RETTORE
(Prof. Ing. Marco Pacetti)



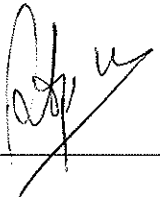
K1500/TT/PH/004C

Final binding version of K1500/TT/PH/004C Collaboration Agreement,
Read and approved:

12. CERN

Name: Robert Aymar, Director General

Date: 24/11/2008

Signature:  _____

K1500/ TT/ PH/ 004C

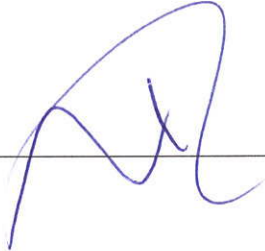
Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

13. Universiteit Gent (UGent)

Name: Prof. P. VAN CAUWENBERGE, Rector

Date: _____

Signature: _____



Prof. dr. ir. Yves D'Asseler, Docent
13/03/2009



GEZIEN EN GOEDGEKEURD

24 MAART 2009

YANNICK DE GLERCO
RÉGERINGSCOMMISSARIS

K1500/ TT/ PH/ 004C

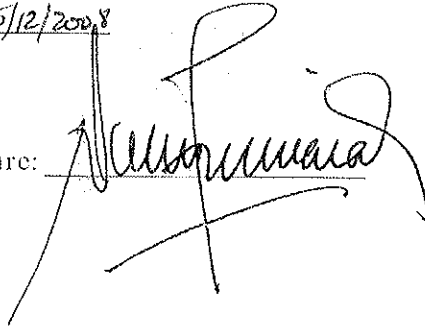
Final binding version of K1500/ TT/ PH/ 004C Collaboration Agreement,
Read and approved:

14. Faculty of Sciences of the University of Lisbon

Name: Prof. N. M. de CARVALHO FERREIRA GUIMARÃES, President -
Board of directors of the Faculty of Sciences of the University of Lisbon

Date: 5/12/2008

Signature: _____

A handwritten signature in black ink, written over a horizontal line. The signature is highly stylized and cursive, appearing to read 'N. M. de Carvalho Ferreira Guimarães'. The ink is dark and the handwriting is fluid.

ANNEX 1
Background IP
definition, ownership and prior commitments as applicable

The Institute for Physical Research, Ashtarak

- Expertise in the design, growth and treatment of scintillating crystals

VUB

- Expertise in the assembly of scintillating crystals, optical coupling to photo detectors, characterisation of photo detectors
- Expertise in data acquisition of detector systems
- use of neural networks and similar methods to estimate the position of a gamma ray in a block of scintillating material

Forschungszentrum Jülich

- expertise in the design, manufacturing and characterisation of readout electronics related to ClearPET and data acquisition
- expertise in the evaluation of PET systems

Lyon (Universite Claude Bernard et CNRS)

- Expertise in the scintillation mechanisms, growth and optical properties of scintillating crystals and fibers.

INP

- expertise in the development, characterization and quality control of scintillation materials;
- expertise in the development of scintillation detectors.
- Patents:
 - Method of production of scintillation single crystals of lead tungstate, Patent of Russian Federation 2132417, 1998.
 - Method of production of scintillation single crystals of Lutetium Yttrium Aluminium Perovskite, Patent of Russian Federation 2233916, 2003.
 - Scintillation substance in form of crystalline compounds of silicate, Declaration about issue of patent of Russian Federation 2007110760/15(011702), 2007.

LIP

- expertise in the design, manufacturing and characterisation of radiation detectors and related readout electronics for ClearPEM
- Patents:
 - PT20040103200 Sistema de Tomografia por Emissão de Positrões, filed 30.09.2004, granted 24.08.2006.
 - PCT WO2006/049523 Tomography by Emission of Positrons System filed 30.09.2005

SKKU

- expertise in Monte Carlo simulation for the optimization of PET design parameters
- Development of MR compatible PET detector components
- Production and characterization of new photon sensor

CIEMAT

- expertise in the design, manufacturing and characterisation of radiation detectors and related readout electronics

DKFZ

- Expertise in radiological imaging (PET, SPECT, MRI, CT): instrumentation, tomographic image reconstruction, application (patient, small animal, multimodal)
- Expertise in optical imaging (bioluminescence, fluorescence): instrumentation, tomographic image reconstruction, application (small animal, multimodal)
- Expertise in Monte Carlo simulation of radiological and optical imaging systems: algorithm development, phantom development, application (multimodal, patient, small animal)
- Patents:
 - J. Peter and R. B. Schulz. Fully integrated dual-modality PET-OT imaging systems, PCT/EP 06/061474, 2006.
 - J. Peter. Triple-modality SPECT-OT-CT tomographic imaging device, PCT/EP 06/122804.5, 2006.
 - J. Peter and R. B. Schulz. Fully integrated dual-modality PET-OT imaging systems, PCT/EP 05/008 552.1, 2005.
 - J. Peter. Imaging method SPECT-OT and device for carrying out said method, PCT/EP 03/06102, 2003.
 - M. Tornai, J. E. Bowsher, and J. Peter. Application specific photon emission computed tomography device, US 60/279. 660, 2001.

UPM;

- Expertise in crystal quality control

CERN

- expertise in design and construction of large and complex detector systems based on scintillators
- expertise in detector system integration
- Patents:
 - A PET scanner (double layer LSO/LuYAP crystal detector (PHOSWICH configuration) for the reconstruction of DOI of the incident photon), US2004129886, 2004
 - Combined nuclear and sonographic imaging apparatus and method, EPO7290224, 2007

UGent

- Expertise in image reconstruction from tomographic projections, both for PET- and SPECT imaging.
- Expertise in development and use of Monte Carlo simulations for the development and optimisation of Nuclear Medicine instrumentation, acquisition protocols and reconstruction.
- Expertise in the clinical evaluation of PET and SPECT systems.

Faculty of Sciences Lisbon

Expertise in:

- Detector Physics for biomedical applications and Biosensors,

- Biomedical engineering and bioinformatics (image reconstruction and image processing in nuclear medicine, modelling and Monte Carlo simulation of processes in nuclear medicine, distributed systems)

CPPM

- expertise in instrumentation for particle detection, in particular in XPAD technology (hybrid pixel detectors)
- Patents:
 - Dispositif d'imagerie par rayons X à source poly-chromatique, INPI No 07 54974, CNRS

ANNEX 2 Collaboration Programme

The aim of the Crystal Clear Collaboration is to study the use of radioluminescent materials, also called scintillating materials, for the detection of ionising radiation in High Energy Physics and in medical imaging. This will encompass the study of the properties of scintillating materials themselves, the study of photo detectors for this application and the design of detector systems for ionising radiation based on the use of scintillating materials. The construction of prototype detector systems, including the mechanics, electronics, firmware and software necessary needed for this, is also part of the Collaboration Programme.

More particularly, the Collaboration will study the subjects listed in the non-exhaustive list given below:

- Development and optimisation of inorganic scintillating materials, and optimisation of the processing of scintillating materials, with more in particular development of scintillating fibres;
- Evaluation of solid state photodetectors such as avalanche photodiodes and silicon PMTs, for their use in the readout of scintillator signals;
- Development of electromagnetic calorimeters for future electron linear colliders;
- Development, optimisation and evaluation of Monte Carlo simulation code for complete detection systems;
- Development of Positron Emission Tomography (PET) and single photon emission computed tomography (SPECT) systems;
- Development of imaging systems combining different imaging modalities such as: PET, SPECT, CT, ultra sound, MRI and optical imaging;
- Development and optimisation of scintillating materials for neutron detection and development of neutron detectors.

**ANNEX 3
Contact Persons**

The Contact Persons for the Parties in the Crystal Clear Collaboration are:

1. The Institute for Physical Research, Ashtarak

Prof. A.G. PETROSYAN
Institute of Physical Research
Institute for Physical Research; 0203, Ashtarak-2, Armenia
Tel: 374-2-28 81 50
Fax: 374-43 31172
email: pet@ipr.sci.am

2. The Vrije Universiteit Brussel (VUB)

Prof. Stefaan TAVERNIER
Vrije Universiteit Brussel
ELEM - WE
Pleinlaan 2
1050 Brussel
Tel: 02/629.32.18
Fax: 02/629.38.16
email: stefaan.tavernier@vub.ac.be

3. The Forschungszentrum Juelich GmbH

Dr. Karl ZIEMONS
Acting Head of Central Institute for Electronics
Forschungszentrum Juelich GmbH
52425 Juelich, Germany
Tel: +49 2461 61-3180
Fax: +49 2461 61-3990
email: k.ziemons@fz-juelich.de

4. The Laboratoire de Physico-Chimie des Matériaux Luminescents

Prof. Christophe DUJARDIN
Unité Mixte de Recherche CNRS 5620
Université Claude Bernard Lyon 1
Bât.A.Kastler-10,rue Ampère
Domaine Scientifique de La Doua
69622 Villeurbanne Cedex-France
Tel:+33 (0)4 72 44 83 22
Fax:+33 (0)4 72 43 11 30
email:dujardin@pcml.univ-lyon1.fr

5. The Centre de Physique des Particules de Marseille (CPPM),

Prof. Christian MOREL
Université de la Méditerranée Aix-Marseille II
Centre de Physique des Particules de Marseille (CPPM)
CNRS-IN2P3 et Université de la Méditerranée
163, Av. de Luminy, Case 902, 13288 Marseille, France
Tel: +33 (0)4 91 82 76 73
Fax: +33 (0)4 91 82 72 99

mobile: +33 (0)6 16 44 20 16
email: morel@cppm.in2p3.fr

6. The Institute for Nuclear Problems attached to the Belarussian State University (INP)

Dr. Andrey FEDOROV
11 Bobruiskaya Street,
220050 Minsk,
Republic of Belarus
Tel: 7- 017- 220 58 44
Fax: 7- 017- 226 51 24
email: fyod@inp.minsk.by

7. The Laboratório de Instrumentação e Física Experimental de Partículas (LIP)

Dr. Joao VARELA
Av. Elias Garcia, 14,
1000-149 Lisboa,
Portugal
Tel: +351 21 79 73 880
Fax: +351 21 79 34 631
email: joao.varela@cern.ch

8. The Sungkyunkwan University (SKKU)

Dr. Yong CHOI
Department of Nuclear Medicine
Samsung Medical Center
Sungkyunkwan University
50 Ilwon-Dong, Kangnam-Ku
Seoul 135-710
Korea
Tel: 82-2-3410-2624
Fax: 82-2-3410-2639
email: ychoi@skku.edu or dryong.choi@samsung.com

9. The Centro De Investigaciones Energeticas, Medioambientales Y Tecnologicas (CIEMAT)

Dr. José Manuel Pérez
CIEMAT. Edificio 22
Avenida Complutense, 22
E-28040 Madrid
SPAIN
Tel: +34 91 346 6557
Fax: +34 91 346 6275
email: jm.perez@ciemat.es

10. The Deutsches Krebsforschungszentrum (DKFZ)

Dr. Joerg PETER
German Cancer Research Center (DKFZ)
Division of Medical Physics in Radiology
Functional and Molecular ECT - E0204

Im Neuenheimer Feld 280
Heidelberg, D-69120, Germany
Tel: +49 6221 42 2607
Fax: +49 6221 42 2572
email: j.peter@dkfz-heidelberg.de

11. The Universita Politecnica Delle Marche (UPM)

Prof. Fabrizio Davi
Universita Politecnica delle Marche
Dipartimento di Architettura Costruzioni e Strutture
Via Brece Bianche
60131 Ancona, Italy
Tel: +39 071 220 4572
Fax: +39 071 220 4576
email: davi@univpm.it

12. The European Organization for Nuclear Research (CERN)

Dr. Paul LECOQ
CERN Dept: PH/CMA
1211-Geneva
Switzerland
Tel: +41 22 767 6558
Mobile: +41 76 487 0268
Fax: +41 22 767 8930
eMail: Paul.Lecoq@cern.ch

13. The Universiteit Gent (UGent)

Dr. Yves D'ASSELER
UZGent
IBITECH-MEDISIP
De Pintelaan 185
P7- department of Nuclear Medicine
9000 Gent
email: yves.dasseler@ugent.be

14. The Faculty of Sciences of the University of Lisbon

Professor Pedro Almeida
Assistant Professor - Physics Department
Institute of Biophysics and Biomedical Engineering
Faculty of Sciences of the University of Lisbon
Campo Grande - 1749-016 Lisboa - Portugal
email: palmeida@fc.ul.pt

ANNEX 4
Non-Disclosure Agreement Template

for non-members of the Crystal Clear Collaboration

CONFIDENTIALITY AND NON-USE OBLIGATION

Whereas:

- _____ [Company name]
hereafter referred to as the "Recipient", represented by

_____ in his function as

_____ may be invited, as a non-member, to attend meetings, workshops, seminars, conferences and other events (hereafter referred to as the "Events") of the Crystal Clear Collaboration (hereafter referred to as the "CCC");

- information disclosed during or in relation to such Events is considered by the members of the CCC as being of confidential nature (hereafter referred to as the "Information"), and any unauthorized dissemination of the same may be prejudicial to such members;

It is hereby agreed as follows:

The Recipient acknowledges and agrees that all property, including intellectual property, in the Information shall remain with and be vested in the members of the CCC.

The Recipient shall keep the Information confidential, shall not without the CCC's prior written permission use, reproduce the Information or disclose it to any other party. The Recipient shall limit the circle of recipients of the Information on a need-to-know basis and shall ensure that they are aware of and comply with the obligations defined in this agreement.

The Recipient shall use the same degree of care as it uses to protect its own information of a similar nature, but no less than reasonable care, to prevent the unauthorized reproduction, disclosure or use of the Information.

Notwithstanding section 3 above, the Recipient is entitled to disclose Information which he is required by law to disclose. He shall notify the CCC of such disclosure and shall ensure that the recipients are aware of and comply with the obligations defined in this agreement.

The obligations defined in section 3 above shall not apply in respect of information:

which has become public knowledge other than as a result of a breach of this agreement by the Recipient; or

which, in a lawful manner, the Recipient has obtained from a third party without any obligation of confidentiality; or

which the Recipient has developed independently of the Information.

The Recipient shall upon request by the CCC promptly return or, if agreed by the CCC, destroy the Information, shall certify to the CCC that he has complied with these obligations.

The Information is disclosed on an "as is" basis. The CCC makes no representations and provides no warranties, express or implied, as to the accuracy, fitness for a particular purpose or any other qualities of the Information.

This agreement does not grant the Recipient any license or right other than expressly stated herein. In particular, this Agreement does not require the CCC to:

disclose, continue disclosing or update any Information; or
negotiate or continue negotiating with the Recipient any other agreement in connection with the Information.

The members of the CCC shall not be liable for any loss or damage in connection with the Information. The Recipient shall hold the members of the CCC free and harmless from any loss or damage in connection with his possession of the Information, including any claims by third parties.

The Recipient shall continue to comply with the obligations defined in this Agreement for a period of 5 years from the disclosure.

This Agreement shall be interpreted in accordance with its true meaning and effect and, as a result of CERN's status as an Intergovernmental Organization, independently of any national or local law. Provided that if and insofar as this Agreement does not stipulate, or any of its terms and conditions are ambiguous or unclear, then, in those circumstances only and solely in respect of those circumstances and not in respect of this Agreement as a whole, reference shall be made to Swiss substantive law.

Name of Institute or Company:

Name of Representative:

Title:

Date:

Signature:

**ANNEX 5
Deployment of Personnel**

1. The deployed personnel shall at all times during his/her deployment at CERN be employed by, and receive a salary from the Party deploying him.
2. As employer, the Party deploying the personnel shall be responsible for providing social insurance cover for the personnel. Such insurance must include cover against the financial consequences of illness and accidents that is adequate in the Host States of CERN for the entire duration of the personnel's deployment at CERN. The Party deploying the personnel shall hold CERN free and harmless from, and indemnify it for any cost or expense resulting from the situation where any part of the social insurance cover is not in place during the personnel's deployment at CERN.
3. The personnel deployed at CERN shall be subject to the rules, regulations and procedures, in particular the safety regulations, applicable at CERN.
4. The Party deploying the personnel shall, in particular:
 - register its personnel deployed to the CERN site and provide CERN with all information reasonably requested to this end;
 - ensure that its personnel deployed to the CERN site complies with laws, in particular laws regarding health and safety, applicable on the CERN site. CERN reserves the right to refuse access to its site or remove from its site any personnel failing to comply with these laws and CERN shall not be liable for the consequences of such refusal or removal;
 - forthwith replace, if so requested by CERN, any of the personnel deployed to the CERN site whose conduct or whose administrative situation may adversely affect activities on the CERN site;
 - return CERN access cards to CERN within seven calendar days from the date of termination of the deployment to the CERN site of the personnel concerned. Failure to do so shall give rise to payment of a penalty amounting to one hundred Swiss Francs per card and per day of delay up to a maximum of five hundred Swiss francs.
 - be liable for any misuse of CERN access cards issued for the deployed personnel.
5. Details concerning conditions of access of the personnel to the CERN sites are available on the following website: http://fi-industrial-services.web.cern.ch/fi-industrial-services/infocontractors/access_formalitiesgb.htm ('Practical guide to registering contractors' personnel for the purposes of obtaining access to the CERN site').

ANNEX 6
Agreement for Accession
to the Crystal Clear Collaboration Agreement
(to be signed by the third party becoming signatory of this Agreement after its entry into force, and the Spokesperson after approval by the Collaboration Board, as provided for in Article 21.3)

[*name of third party (legal entity)*], represented for the purpose hereof by [*name and title of person written out in full (person legally authorised to act on behalf of the legal entity)*] acting as its legally authorised representative, hereby consents to become a Party to the Crystal Clear Collaboration Agreement and accepts the rights and obligations of a Party and the conditions set out herein, as from the signature of the Agreement for Accession by [*name of third party*] and the Spokesperson, in accordance with Article 21.3

The IP contributions of [*name of Party*], as agreed on by the Collaboration Board, shall be:

Done in 2 copies, of which one (1) shall be kept by the Spokesperson and one (1) by [*name of Party (legal entity)*].

Name of Legal Entity [*name of Party*]
Name of legally authorised representative (*written out in full*)
Title of legally authorised representative
Signature of legally authorised representative
Date

Name of Spokesperson
Signature of Spokesperson
Date

**ANNEX 7
ARBITRATION**

1. Each Party to the dispute shall appoint an arbitrator within ninety days from the date of receipt of a notification in writing of a Party's intention to resort to arbitration. The arbitrators shall, by joint agreement and within ninety days of the appointment of the other arbitrators, select another arbitrator, who shall subsequently be appointed by the Parties to preside over the arbitration tribunal.
2. Should a Party fail to appoint an arbitrator or the arbitrators fail to agree on the selection of another arbitrator, the latter shall be selected by the President of the Administrative Tribunal of the International Labour Organization, established in Geneva, Switzerland, and subsequently appointed by the Parties, at the request of the first Party to do so.
3. None of the arbitrators shall be drawn from amongst persons who are or have been in any way in or at the service of CERN or of any Party or any subsidiary or affiliated company of the latter. They shall act impartially in the execution of their duties.
4. The arbitration proceedings shall take place in Geneva. The Parties shall within 30 days of the appointment of the third arbitrator agree on the terms of reference of the arbitration tribunal, including the procedure to be followed.
5. The arbitration tribunal shall faithfully apply the terms of the Agreement and shall set out in the award detailed grounds for its decision.
6. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision, whether ordinary or extraordinary, it being understood that each party may within two weeks from the date of the award request the arbitration tribunal to give a written interpretation of the arbitral award or to correct computation or typographical errors. The interpretation or correction shall be made known to the Parties within two months from the date of the request and shall become part of the award. Until the date of the delivery by the arbitration tribunal of any requested interpretation or correction, the execution of the arbitral award shall be suspended.
7. Save to the extent required by law, the arbitral award shall not be published or its contents made known to any third party, unless each party gives prior written approval.

ANNEX 8
Template CTP Program of Work

Project objectives;

Project scope;

Project deliverables (hardware, software, reference designs, technical papers, demonstrators, prototypes and other work);

Project organisation:

- Responsibility for project management/Project Office/Implementation Committee

- Planning (development schedule, key milestones)

- Work scheduling and follow-up

- Logistics & employee resource management

- Quality & test management

- Risk management

- Reporting

Project control and follow up:

- Scope management

- Planning & progress follow up

- Budget control & cost management

- IP management (Background IP, Project Results)

- Management of commercial issues (exploitation agreements, procurement)

- Risk follow up and mitigation actions

- Issue list follow up & corrective actions

- Reporting

Contributions by each Party in terms of;

- Any payments to be made by a Party to another;

- tasks and work to be performed

- employee resources;

- equipment;

- supplies;

- external funding;

- Background IP;

