

CEA

JAEA

FRAMEWORK AGREEMENT
FOR COOPERATION
IN THE FIELD OF NUCLEAR RESEARCH AND DEVELOPMENT

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FRAMEWORK AGREEMENT BETWEEN
COMMISSARIAT A L'ENERGIE ATOMIQUE
AND
JAPAN ATOMIC ENERGY AGENCY
FOR COOPERATION
IN THE FIELD OF NUCLEAR RESEARCH AND DEVELOPMENT

This Agreement is made as of the 13th day of December, 2005, between the COMMISSARIAT A L'ENERGIE ATOMIQUE, hereunder referred to as CEA, a French Public Agency, having its principal place of business at 31-33 rue de la Fédération 75015 Paris, represented by M. Alain BUGAT, Administrateur Général on the one hand, and the JAPAN ATOMIC ENERGY AGENCY, hereunder referred to as JAEA, an Independent Administrative Institute, having its principal place of business at 4-49 Muramatsu, Tokai-mura, Naka-gun, Ibaraki, represented by Mr. Yuichi TONOZUKA, President, on the other hand.

PREAMBLE

WHEREAS the French and Japanese Governments have signed on February 26, 1972, a Cooperation Agreement for the Peaceful Use of Nuclear Energy and the Agreement has been modified by a Protocol signed on April 9, 1990,

WHEREAS on June 5, 1991, the French and Japanese Governments have signed a Scientific and Technical Cooperation Agreement,

WHEREAS CEA and Japan Nuclear Cycle Development Institute (hereunder referred to as "JNC") have developed cooperative relationship in the framework of the Agreement in the field of Advanced Technology R&D for Nuclear Energy signed on June 14, 1991(hereunder referred to as "CEA-JNC Agreement"), and useful results have been obtained for the implementation of their respective R&D programmes,

WHEREAS CEA and Japan Atomic Energy Research Institute (hereunder referred to as "JAERI") have developed cooperative relationship in the framework of the General Cooperation Agreement in the field of Nuclear Research and Development signed on September 23, 1992 (hereunder referred to as "CEA-JAERI Agreement"), and useful results have been obtained for the implementation of their respective R&D programmes,

WHEREAS as of October 1, 2005, JAERI and JNC were merged into a single entity with the name of JAEA,

WHEREAS CEA and JAEA share the view that the cooperation in the field of nuclear research and development, in the spirit of mutual benefit, equality and reciprocity on non-commercial basis, is of vital importance for the promotion of peaceful uses of nuclear energy in both countries,

WHEREAS it is understood that the integration of CEA-JNC Agreement and CEA-JAERI Agreement into a single agreement will enable the effective implementation of the cooperation between CEA and JAEA,

THEREFORE, CEA and JAEA, hereunder referred to as the Parties or a Party, have agreed to institute an agreement under the terms below, terminating both CEA-JNC Agreement and CEA-JAERI Agreement:

PRELIMINARY ARTICLE - DEFINITION

In this Agreement, the following words used with a capital letter shall have the following meanings unless the context clearly indicates otherwise:

“Agreement”

Means this framework agreement, as amended from time to time, as well as its appendixes.

“Confidential Information”

Means any proprietary information communicated, or made accessible by a Party to the other Party within the framework of this Agreement, including, but not limited to, any know-how, technical data, or technical, commercial or financial information, including any background information or results of any cooperation activities, by writing, oral communications, or by any means whatsoever.

“Field”

Means each of the fields of cooperation within which the Parties envisage to collaborate.

“Implementing Agreement”

Means an agreement entered into between the Parties, covered by the Agreement, the

purpose of which is, *inter alia*, to define Specific Topics of Cooperation to be performed in one Field or transversally in several Fields, or to specify the scope of one or several Fields. The collaborative actions depending on an Implementing Agreement shall be performed through STC Sheets or Specific Contracts.

“STC” or “Specific Topic of Cooperation”

Means one specific action to be performed by the Parties, which is formalized either in a STC Sheet or by a Specific Contract signed by both Parties. Specific Topics of Cooperation are covered either directly by the Agreement or by an Implementing Agreement, as the case may be.

“STC Sheet”

Means the implementing sheet signed by the appropriate representatives of the Parties, providing for specifications of a Specific Topic of Cooperation, such as the name of personnel, technical description of the project, place and duration of the project, etc.

“Specific Contract”

Means the contract upon which the Parties shall perform a Specific Topic of Cooperation requiring more extensive provisions than those provided in a STC Sheet.

ARTICLE 1 - OBJECTIVE

The objective of this Agreement is to establish a general framework of cooperation in the field of nuclear research and development and to define terms and conditions under which each Party will cooperate on a balanced basis.

ARTICLE 2 - PARTICIPATING ENTITIES

- 2.1. Entities involved in Research and Development in the field of nuclear energy in Japan and France may be asked by CEA or JAEA to participate in activities in the framework of this Agreement. Such entities hereafter referred to as Participating Entities shall be informed of the terms and conditions of this Agreement and they shall have to comply with such terms and conditions.
- 2.2. Both Parties may agree to ask entities in third countries or European entities to participate in certain activities. Conditions of such participation shall be agreed on a case by case basis, determined by mutual agreement in writing of CEA and JAEA for each specific topic.

ARTICLE 3 - FIELDS OF COOPERATION

3.1 The Fields of cooperation covered by this Agreement may include:

- 1) Reactor Research and Advanced Nuclear Energy Systems
- 2) Fuel Cycle
- 3) Waste Management and Decommissioning
- 4) Nuclear Science
- 5) Research Infrastructure

Other Fields may be added by the written agreement of both Parties.

Each Field is subdivided in several specific topics of cooperation, for each of which Specific Topic of Cooperation may be defined by the Parties and performed under the terms of a STC Sheet or a Specific Contract as the case may be, pursuant to Article 5 "Implementation of the Agreement."

3.2 Specific Topics of Cooperation

Within the Fields of cooperation, the Parties will define Specific Topics of Cooperation which may take any of the forms of cooperation set forth hereinafter.

ARTICLE 4 - FORMS OF COOPERATION

Cooperation under this Agreement may include the following forms:

- 1) Exchange of general information
- 2) Exchange of scientific and technical information on specific topics mutually agreed
- 3) Short visits by specialists to the facilities of the other Party relevant to the area of cooperation
- 4) Joint research and development (R&D) studies and projects on specific topics mutually agreed
- 5) Exchange or attachment of staff
- 6) Technical assistance and/or services supplied to a Party by qualified laboratories of the other Party and/or Participating Entities
- 7) Training of staff

Other specific forms of cooperation may be mutually agreed upon in writing by the Parties.

ARTICLE 5 - IMPLEMENTATION OF THE AGREEMENT

The cooperation activities shall be performed under the following agreements to be concluded between the Parties, which may involve the Participating Entities and entities having industrial activities in the nuclear field in France and Japan.

5.1 Implementing Agreements

When necessary, the Parties may conclude Implementing Agreements. Such Implementing Agreements shall comply with the principles provided in the Agreement but may define additional terms and conditions including financial compensation and intellectual property.

5.2 STC Sheets

A detailed description of each Specific Topic of Cooperation to be performed will be agreed upon between the Parties in the STC Sheets written in English and signed by both Parties, a model of which is attached hereafter as Appendix I.

5.3 Specific Contracts

Specific Topics of Cooperation which may require specific terms and conditions, specific funding and manpower to either or both Parties shall be formalized in Specific Contracts within the framework of this Agreement.

Specific Contracts shall include all detailed provisions for carrying out the concerned activities on such matters as: technical scope, obligations of each Party, conditions of staff attachment, schedule, financial provisions, specific provisions covering intellectual property rights, etc.

5.4 Priority

In case of discrepancy between the Agreement and the other contractual documents pertaining to it (i.e. Implementing Agreements, Specific Contracts and STC Sheets) or between the other contractual documents, unless specifically and explicitly otherwise agreed upon by the Parties, the following priority rules shall apply:

- The Agreement shall prevail on the Implementing Agreements, the Specific Contracts and STC Sheets;

The Implementing Agreement shall prevail on the STC Sheets or the Specific Contracts pertaining to it.

ARTICLE 6 - COORDINATION

6.1 General Coordinators

Each Party shall appoint a general coordinator (hereinafter referred to as "General Coordinator"), who shall be responsible for following and supervising on behalf of the concerned Party the progress of the cooperation under this Agreement.

General Coordinators shall meet on their own initiative alternately in Japan and in France, at least once a year. Such meeting will be attended also by the Field Coordinators, as defined below, who may be assisted by experts. The chair and secretariat of the meeting will be taken by the Party of the country where the meeting is being held.

6.2 Field Coordinators

Each Party shall designate one coordinator who will be responsible for leading and coordinating the activities for each Field, hereunder referred to as Field Coordinator.

The Field Coordinators will report to the General Coordinators about the implementation of the cooperation, relating to their respective Field.

The Field Coordinators shall review, for each Field, the list of Specific Topics of Cooperation periodically and may add, delete or modify the Specific Topics of Cooperation upon mutual agreement in writing. The modifications of list of Specific Topics of Cooperation will be validated in the minutes of the meeting.

The Field Coordinators will meet in principle once a year alternately in France and Japan. The chair and secretariat of the meeting will be taken by the Party of the country where the meeting is being held. The Coordinators shall periodically, and at least once a year, agree on a written reporting of the progress of the collaboration and its future developments. This report shall be communicated to the two General Coordinators.

The date, agenda and practical details of the meeting will be fixed by joint agreement

by the Field Coordinators for each respective Field, it being understood that such meeting could be held concomitantly with the meetings of the General Coordinators.

The participants in this meeting will be the two Field Coordinators for each Field and, where necessary, experts and/or representatives of the Participating Entities.

During these meetings, the Field Coordinators will review the overall activities in each Field under this Agreement. They will inform the General Coordinators of the progress in their respective Field.

ARTICLE 7 - FINANCIAL PROVISIONS

- 7.1 Cooperation on research and development shall be on the basis of a balanced contribution of both Parties.
- 7.2 For exchange or attachment of staff, the Party assigning its staff shall be responsible for the salaries and expenses incurred in the delegation of such staff and their living expenses whilst on attachment to the receiving Party.
- 7.3 Services, technical assistance and training of staff shall be paid for according to terms and conditions defined in Implementing Agreements or Specific Contracts.

ARTICLE 8 - CONFIDENTIALITY, SCIENTIFIC PUBLICATIONS AND RELEASE

- 8.1 Each Party undertakes to keep strictly confidential and not to disclose nor to communicate to any third party, by any means whatsoever, any Confidential Information received from the other Party, unless the communicating Party has explicitly notified to the receiving Party that such proprietary information was not subject to secrecy, and to use such Confidential Information solely for the purpose of this Agreement.
- 8.2 Each Party shall use at least the same degree of care in protecting Confidential Information against disclosure to any third party as it exercises in protecting its own confidential information.

8.3 Each Party undertakes to disseminate Confidential Information only to its employees on "a need to know" basis to use it within the scope of the performance of the Agreement, and the receiving Party shall take appropriate measures with such employees to ensure that the latter should be bound by equivalent confidentiality provisions as those stipulated herein.

Notwithstanding the above provisions, each of the Parties has the right to communicate Confidential Information received from the other Party to its government authorities subject to appropriate protection of the Confidential Information by the receiving government authorities.

8.4 However, the provisions of this Article shall not apply to Confidential Information for which the receiving Party can prove in writing that:

- such Confidential Information is or has become publicly known through no wrongful act on its part;
- such Confidential Information is available to the public and already known, at the time of disclosure by the disclosing Party;
- such Confidential Information is rightfully received by the receiving Party from a third party without breach of any confidentiality obligation;
- such Confidential Information was independently developed or discovered by the receiving Party without use of any Information;
- such Confidential Information is disclosed pursuant to a judicial order, a lawful requirement of government agency; or by operation of law, but then only to the extent so ordered; in such case the receiving Party will make its best efforts to timely advise the disclosing Party prior to disclosure.

8.5 The provisions of the present Article shall remain in force during the term of this Agreement, and for fifteen (15) years after the expiration or termination of the Agreement unless otherwise stipulated in an Implementing Agreement or a Specific Contract upon which such Confidential Information are communicated, and shall bind each Party's affiliates, subsidiaries, successors in title and assignees

8.6 Any scientific publication, presentation or release paper relating to all or part of the Confidential Information, all or part of the work carried out under the Agreement shall be submitted to the prior approval of the other Party, as the case may be through the meetings of the Field Coordinators. The other Party shall examine it promptly and notify the submitting Party of (i) its consent to the content of the paper, (ii) its request

to amend and/or remove certain parts of the paper or (iii) to delay the paper publication, presentation or release as long as necessary to ensure adequate industrial and intellectual protection, provided that such period shall not exceed eighteen (18) months from the date of the receipt of the paper by the notified Party.

Any failure for the notified Party to communicate its decision to the submitting Party within thirty (30) calendar days shall be deemed a consent and a waiver of any objection to the contents thereof.

Unless otherwise agreed between the Parties, any scientific publication, presentation or release paper by the submitting Party shall clearly mention the collaboration with the other Party.

ARTICLE 9 - RIGHTS OF USE

9.1 Each Party will have, in its own country and for its own research and development activities in the Fields of Cooperation, a free right of use of data and other information, including Confidential Information, whether protected or not, communicated by the other Party, subject to the confidentiality obligation set forth in Article 8. When such information is protected under intellectual property rights, the right of use shall be granted for the lifetime of the said intellectual property rights, unless otherwise agreed between the Parties.

This understanding may be extended case by case by joint agreement of the Parties to the Participating Entities.

9.2 Without prejudice of rights of transmission and rights of use granted under Implementing Agreements or Specific Contracts, each Party shall remain the owner of any information including Confidential Information, patented or not, communicated to the other Party.

ARTICLE 10 - INTELLECTUAL PROPERTY

10.1 The provisions of the Article 2 to 6 of the Annex "Intellectual Property" of the French-Japanese Science and Technology Cooperation Agreement of June 5th 1991

shall apply to this Agreement, including any of Implementing Agreements, Specific Contracts and STC Sheets, are given in Appendix II.

- 10.2 The Implementing Agreements and Specific Contracts shall provide for additional provisions on intellectual property rights on an equitable basis in consideration of financial, technical and other relevant contributions to the collaborative activities

ARTICLE 11- SECONDMENT

- 11.1 The Parties may agree to place any of their employees on secondment (the "Assigning Party") to the other (the "Hosting Party") under the terms and conditions set forth in this Article, or as may be further specified under Implementing Agreements or Specific Contracts.
- 11.2 During their secondment to the Hosting Party, the staff on secondment (the "Staff on Secondment") will be subject to the rules and regulations (including the security regulations) in force within the premises of the Hosting Party where they will work, and they will comply with the instructions given by the directors of these premises or their nominated representatives.
- 11.3 The Staff on Secondment shall remain the employees of the Assigning Party while on secondment.
- 11.4 The Hosting Party will provide assistance to the Staff on Secondment by placing at their disposal any office, supporting facilities and services which are necessary for them to fulfill their duties as agreed upon between the Parties. Moreover, the Hosting Party will assist the Staff on Secondment to find appropriate accommodation.
- 11.5 The Staff on Secondment will abide by the confidentiality terms and conditions defined in Article 8 of the Agreement.

ARTICLE 12 - WARRANTY FOR INFORMATION

- 12.1 Information, including any Confidential Information, transmitted by either Party

under this Agreement shall be accurate to the best of the transmitting Party's knowledge and belief, but the transmitting Party does not warrant, in an expressed or implied manner, the accuracy or suitability of the information for any particular use or application by the receiving Party or by any third party.

- 12.2 The Parties hereby agree that the use of such information by a Party receiving it, or by any person to whom that Party may disclose such information in accordance with the provisions of Article 8, shall be entirely at the receiving Party's risk and each Party hereby agrees to indemnify the other Party against any claim made by any person arising from the use of such information (including claims relating to the infringement of patent rights) by itself or by any person to whom it discloses such information.

ARTICLE 13 - LIABILITY FOR ACCIDENTS

13.1 Personal damages to the staff of each Party

Each Party for its own account, is fully liable for the damages to its own staff, e.g. for the insurance coverage of its own staff for workmen's compensation and professional diseases, in accordance with the appropriate local regulatory and legal requirements. Consequently, each Party proceeds to the appropriate formalities, and sustains if any, all the costs associated to the insurances underwritten in order to cover its own staff against the risks.

Each Party shall inform the other Party of any claim or damage occurred during or consequent to any work, by the staff of other Party, employed by it, in order to proceed to the various regulatory and legal requirements.

Notwithstanding the above provisions, each Party is liable in compliance with the applicable law to damages caused by its staff to the staff of the other Party in case such damages were caused by or contributed to by the gross negligence or willful misconduct of that staff.

13.2. Damages to the other Party's properties

Each Party keeps for its own account, without any right of recoveries against the other Party, the damages caused to its own property by the staff of the other Party when the staff thereof put to its disposal, unless such damages were caused by or contributed to by the gross negligence or willful misconduct of that staff.

13.3. Third party liability

In accordance with the appropriate local regulations, each Party remains liable for damages to third parties caused by its own staff, except if this staff is under the management and/or the control of the other Party, unless such damages were caused by or contributed to by the gross negligence or willful misconduct of that staff.

13.4. Nuclear liability

Each Party shall be solely liable for any damage of any nature caused by a nuclear incident occurring inside its own premises, pursuant to the conditions and limits provided by the applicable local regulation, except for damages suffered by the other Party's assets located on its nuclear site and which are or may be used in connection with any one of the installations governed by the third party liability regime in the field of nuclear energy.

Consequently, each Party agrees to indemnify and hold the other Party and its staff harmless from any and all actions, claims and demands which may be brought against them in respect to any damage, liabilities or costs in connection with any nuclear incident arising out of, or resulting from the performance of this Agreement inside its installations.

Each Party shall comply with the foregoing requirements by providing financial protection through governmental indemnities, private insurance, or any other financial protection, in amounts which will completely protect the other Party and staff in accordance with the relevant applicable law.

Each Party shall have a right of recourse against the other Party for nuclear incidents occurring within one year following the termination of this Agreement, if the cause of incident arises out or results from grave fault of the other Party, or any of its employees, notably from an infringement of security regulation.

"A nuclear incident" means any occurrence or succession of occurrences having the same origin which causes damage, provided that such occurrence or succession of occurrences, or any of the damage caused, arises out of results either from the radioactive properties, or a combination of radioactive properties with toxic, explosive, or other hazardous properties of nuclear fuel or radioactive products or waste or with any of them, or from ionizing radiations emitted by any other source of radiation inside a nuclear installation.

ARTICLE 14 - ARBITRATION

- 14.1. The Parties agree that any dispute arising out of the execution of this Agreement will be settled amicably if possible and if necessary with assistance of one or more independent experts.
- 14.2. All disputes which cannot be settled between the Parties will be finally settled under the rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Japanese law will be applicable and Tokyo (Japan) will be the place of arbitration if CEA is the Party demanding arbitration, and French law will be applicable and Paris (France) will be the place of arbitration if JAEA is the Party demanding arbitration. Procedures of arbitration shall be conducted in English.

The Parties may specify other rules with respect to applicable law and dispute settlements in Implementing Agreements.

ARTICLE 15 - DURATION

- 15.1. This Agreement shall come into force upon signature by both Parties and shall remain valid for five (5) years.
- 15.2. Three (3) months before the date of expiration, the Parties shall consult with each other in order to envisage the possible extension of this Agreement.
- 15.3. Provisions of Article 10, Article 12, Article 13, Article 14 and Article 16 shall survive for ten years after the expiration or termination of this Agreement.
- 15.4. All joint activities not completed at the date of expiration of this Agreement shall be continued until their completion under the terms of this Agreement.
- 15.5. This Agreement may be terminated at any time at the discretion of either Party upon one year's advance notification in writing by the Party seeking to terminate the Agreement.

Termination of this Agreement shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of termination, it being agreed that relevant provisions of this Agreement shall remain in force for the performance and the duration of any of Implementing Agreements, Specific Contracts, or STC Sheets to which such provisions should be applicable.

ARTICLE 16 - MISCELLANEOUS

- 16.1 Neither Party shall be liable for delays in delivery or performance in connection with this Agreement which are unforeseeable and beyond the actual control of the delayed Party including without limitation when caused by the acts of God, acts of the public enemy, act of civil or military authority, governmental priorities, strikes or other labour disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war and riots.
- 16.2 Both Parties shall perform activities under this Agreement only as independent contractors and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other, implied or otherwise, without prior review and written agreement. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
- 16.3 In the event that any one or more of the provisions of this Agreement is held to be unenforceable under applicable law: (i) such unenforceability shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable provision with an enforceable provision which has an effect nearest to that of the provision being replaced.
- 16.4 This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by the Parties. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties.

16.5 Neither this Agreement nor any right under this Agreement may be transferred, assigned or delegated by either Party without the prior written consent of the other Party. Any attempted assignment, delegation or transfer shall be void.

ARTICLE 17 - STATUS OF FORMER COOPERATION AGREEMENTS ENTERED INTO WITH JNC AND JAERI

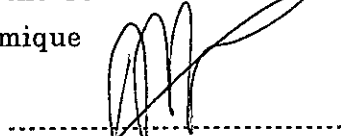
The existing cooperation activities performed under either CEA-JNC Agreement or CEA-JAERI Agreement shall remain governed by the agreements under which they were initiated, and JAEA shall subrogate in all rights and obligations hereto JAERI and JNC, pursuant to the terms of "Law on Independent Administrative Institute, Japan Atomic Energy Agency" promulgated on December 3rd, 2004.

ARTICLE 18 - LANGUAGE

This Agreement is drawn up and executed in three versions of equal status, one in English, one in Japanese and one in French, each version executed in two originals, one for each Party

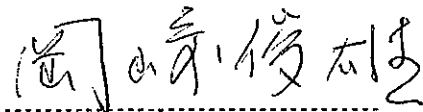
Done in Paris, on December 13, 2005

For the Commissariat a l'Energie
Atomique



Alain Bugat
Administrateur General

For the Japan Atomic Energy Agency



Toshio Okazaki
Executive Vice President

APPENDIX I

CEA JAEA		
IMPLEMENTING AGREEMENT IN THE FIELD OF		
SPECIFIC TOPIC OF COOPERATION STC SHEET No.	REF: Date:	
TITLE OF THE SPECIFIC TOPIC OF COOPERATION:		
AREAS OF COOPERATION:		
CONTENT OF THE SPECIFIC TOPIC OF COOPERATION 1- Purpose: This Specific Topic of Cooperation covers mainly the following item: 2 - Specific Conditions: 3 - Duration/ Schedule:		
	Contact Person	Field Coordinator
CEA	Name:	
	Signature	
JAEA	Name:	
	Signature	

AS 7.0

APPENDIX II

PROTECTION AND DISTRIBUTION OF INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS OF A PROPRIETARY NATURE

The Parties agree to the principles relating to intellectual property rights provided in Articles 2 to 6 of the Annex to the French-Japanese Science and Technology Cooperation Agreement of June 5th 1991, which are as follows:

1. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

Between each Party and its employees, the ownership of intellectual property rights will be determined in accordance with its national laws, regulations and practices.

2. INVENTIONS

2.1 For the purpose hereof, an "Invention" means any invention made in the course of the cooperative activities under this Agreement which is or may be patentable or otherwise protectable under the laws of Japan, the Republic of France or any third country.

2.2 As to an invention, the Parties to the cooperative activity concerned will take appropriate steps, in accordance with the national laws and regulations of the respective countries, with a view to realizing the following

2.2.1 If an Invention is made as a result of a cooperative activity under this Agreement that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable Implementing Agreement or in a Specific Contract.

2.2.1.a) the Party whose personnel make the Invention (hereinafter referred to as "the Inventing Party") or the personnel who make the Invention (hereinafter referred to as "the Inventor") have the right to obtain all rights and interests

in the Invention in all countries, and

2.2.1. b) in any country where the Inventing Party or the Inventor decides not to obtain such rights and interests, the other Party has the right to do so.

2.2.2 If the Invention is made by an Inventor of a Party ("the Assigning Party") while assigned to the other Party ("the Hosting Party") in the course of a programs of cooperative activity that involve only the visit or exchange of scientists and engineers, and:

2.2.2. a) in the case where the Hosting Party is expected to make a major and substantial contribution to the programs of the cooperative activity:

i.) the Hosting Party has the right to obtain all rights and interests in the Invention in all countries, and

ii) in any country where the Hosting Party decides not to claim such rights and interests, the Assigning Party or the Inventor has the right to do so;

2.2.2. b) in the case where the provision in subparagraph 2.2.2.a) above is not satisfied:

i) the Hosting Party has the right to obtain all rights and interests in the Invention in its own country and in third countries

ii) the Assigning Party or the Inventor has the right to obtain all rights and interests in the Invention in its own country, and

iii) in any country where the Hosting Party decides not to claim such rights and interests, the Assigning Party or the Inventor has the right to do so.

2.2.3 Implementing Agreements or Specific Contracts involving other forms of the cooperative activities, such as joint research projects with an agreed work scope, will provide for the mutually agreed upon allocation, on an equitable bases, of rights to the Invention made as a result of such activities.

2.2.4. The Inventing Party will disclose promptly the Invention to the other Party and provide any documentation or information necessary to enable the other Party to establish rights to which it may be entitled.

2.2.5 The Inventing Party may ask the other Party in writing to delay publications or public disclosure of such documentation or information for the purpose of protecting its rights or the rights of the Inventor related to Invention. Unless otherwise agreed in writing, such restrictions will not exceed a period of eighteen (18) months from the date of communication of such documentation or information.

3. COPYRIGHTS

Allocation of rights to copyright protected works created in the course of the cooperative activities under this Agreement will be determined in the relevant Implementing agreement or Specific Contracts. The Parties to the cooperative activities concerned will take appropriate steps to secure copyrights to works created in the course of the cooperative activities under this Agreement in accordance with national laws and regulations of the respective countries

4. OTHER FORMS OF INTELLECTUAL PROPERTY

For those other forms of intellectual property (including Semiconductor Chip Layout Design) created in the course of the cooperative activities under this Agreement which are protected under the laws of either country, allocation of rights will be determined on an equitable basis, in accordance with the laws and regulations of the respective countries.

5. COOPERATION

Each Party to the cooperative activity concerned will take all necessary and appropriate steps, in accordance with the laws and regulations of its country, to provide for the cooperation of its authors and inventors which are required to carry out the provisions of this Article.

Each Party to the cooperative activity concerned assumes the sole responsibility for any award or compensation that may be due its personnel in accordance with the laws and regulations of its country, provided, however, that the provision hereof creates no entitlement to any such award or compensation.