

IMPLEMENTING AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE CZECH ACADEMY OF SCIENCES
FOR SCIENCE AND TECHNOLOGY COOPERATION
IN ENERGY AND RELATED FIELDS

The Department of Energy of the United States of America and the Czech Academy of Sciences (hereinafter referred to collectively as the “Parties” and individually as a “Party”):

ACTING pursuant to Article 3.2 of the Agreement between the United States of America and the Czech Republic for Scientific and Technological Cooperation signed at Prague September 6, 2007, as amended and extended (the “S&T Agreement”);

NOTING the shared view that close cooperation between the Parties is of vital importance to further develop and promote basic science research in energy and related fields; and

AFFIRMING the importance of leveraging respective expertise and scientific infrastructure and sharing of best practices for the advancement of science and for future energy generation,

Have agreed as follows:

ARTICLE 1 OBJECTIVE AND SCOPE

- 1.1 The objective of this Implementing Agreement is to establish the framework for the promotion of scientific and technological cooperation between the Parties in energy and related fields and technologies, thereby enhancing the Parties' capabilities to make positive contributions in these fields for their mutual benefit.
- 1.2 This Implementing Agreement is subject to and governed by the S&T Agreement. In the event of any conflict between the provisions of the S&T Agreement and the provisions of this Implementing Agreement, the provisions of the S&T Agreement shall prevail.

ARTICLE 2 Areas of Cooperation

The scientific and technical areas of cooperation under this Implementing Agreement may include, but are not limited to, the following:

- 1) Fusion Energy Sciences
- 2) High Energy Physics
- 3) Nuclear Physics
- 4) Basic Energy Sciences
- 5) Biological and Environmental Research
- 6) Advanced Scientific Computing Research

and such other areas as may be agreed to in writing by the Parties.

ARTICLE 3 FORMS OF COOPERATION

Forms of cooperation under this Implementing Agreement may include:

- 3.1 Exchange of scientists, engineers and other specialists for agreed periods of time for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each Party, each Party's contractors or each participating institution. Such exchanges of personnel shall be conducted in accordance with Article 7 of this Implementing Agreement;
- 3.2 Exchange or loan of equipment, samples, materials, instruments and components for testing, as set forth in Articles 8 and 9 of this Implementing Agreement;

- 3.3 Exchange, on a current basis, of scientific and technical information, and results and methods of research and development, in accordance with Article 10 of this Implementing Agreement;
- 3.4 Organization of, and participation in, seminars, workshops, and other meetings on specific mutually agreed topics in the fields listed in Article 2 of this Implementing Agreement;
- 3.5 Joint projects in which the Parties agree to share the work; and
- 3.6 Such other forms of cooperation as the Parties may agree to in writing.

ARTICLE 4 PROJECT ANNEXES

- 4.1 Cooperative activities under this Implementing Agreement may be undertaken by the Parties or, as appropriate, by laboratories or contractors of the Parties. Each cooperative activity that may involve the sharing of costs or that may give rise to the creation of intellectual property shall be set forth in writing in a Project Annex, which shall be subject to approval by the Principal Coordinators (as provided for in Article 5).
- 4.2 Each Project Annex shall include detailed provisions for carrying out the specified forms of cooperation, including such matters as technical scope, work plan, exchange of business-confidential information, intellectual property rights, management, total costs, cost sharing, and schedule. Each Project Annex shall be subject to and shall refer to this Implementing Agreement.

ARTICLE 5 MANAGEMENT

- 5.1 Each Party shall designate a Principal Coordinator to supervise activities under this Implementing Agreement. The Principal Coordinators may jointly plan and coordinate cooperative activities and co-chair joint meetings. Each Principal Coordinator may appoint a Technical Coordinator for each cooperative activity.
- 5.2 The Principal Coordinators may invite representatives of other organizations of their countries to attend meetings and to serve as advisors to assist in planning joint meetings and evaluating the progress of cooperative activities under this Implementing Agreement.

ARTICLE 6
ADDITIONAL ORGANIZATIONS

Each Party may invite additional organizations within its country to participate in cooperative activities under this Implementing Agreement, at the relevant organization's own expense and subject to such other terms and conditions as the Parties may specify.

ARTICLE 7
ASSIGNMENT AND EXCHANGE OF PERSONNEL

Unless otherwise agreed in writing, the following provisions shall apply to the assignment or exchange of personnel under this Implementing Agreement:

- 7.1 Each Party shall endeavor to ensure the selection of qualified personnel with the skills and competence necessary to conduct the activities planned under this Implementing Agreement. Each such exchange or assignment shall be agreed in advance by an exchange of letters between the Parties referencing this Implementing Agreement.
- 7.2 Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
- 7.3 Each Party shall pay for the travel and living expenses of its staff or its contractors when on assignment at an establishment of the other Party.
- 7.4 The host Party shall help identify adequate accommodations for the other Party's staff and contractors (and their families) on a mutually agreeable, reciprocal basis.
- 7.5 The host Party shall provide all necessary assistance to the staff of the other Party and its contractors (and their families) as regards administrative formalities, such as making travel arrangements and visa applications.
- 7.6 The staff and contractors of a Party shall comply with the general and special rules of work and safety regulations in force at the host establishment.

ARTICLE 8
EXCHANGE OF EQUIPMENT

By mutual agreement, a Party may provide equipment to be utilized in a joint activity. In such event, the following provisions shall apply:

- 8.1 The Party providing the equipment (the "Providing Party") shall supply, as early as possible, a detailed list of the equipment to be provided, together with the

relevant specifications and appropriate technical and information documentation related to use, maintenance, and repair of the equipment.

- 8.2 Title to the equipment and necessary spare parts supplied by the Providing Party for use in joint activities shall remain with the Providing Party, and the equipment shall be returned to the Providing Party upon completion of the joint activity, unless otherwise agreed upon in writing.
- 8.3 Equipment provided pursuant to this Implementing Agreement shall be brought into operation at the host establishment only by mutual written decision of the Parties.
- 8.4 The host establishment shall provide the necessary premises and shelter for the equipment; utilities such as electric power, water and gas; and normally, shall provide materials to be tested, in accordance with all technical requirements, which shall be as mutually agreed upon.
- 8.5 Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the original location in the country of the Providing Party to the place of entry in the country of the Party receiving such equipment (the "Receiving Party") shall rest with the Providing Party. If the Providing Party elects to have the equipment returned, it shall be responsible for expenses, safekeeping, and insurance during the transport of the equipment from the exit point in the country of the Receiving Party to the final destination in the country of the Providing Party.
- 8.6 Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the place of entry in the country of the Receiving Party to the final destination in the country of the Receiving Party shall rest with the Receiving Party. If the Providing Party elects to have the equipment returned, the Receiving Party shall be responsible for expenses, safekeeping, and insurance during the transport of the equipment from the final destination in the country of the Receiving Party to a point of exit in the country of the Receiving Party.
- 8.7 Responsibility for expenses, safekeeping, and insurance during the time period that the equipment is in use in the country of the Receiving Party shall rest with the Receiving Party, unless otherwise agreed in writing.
- 8.8 Equipment provided by the Providing Party for use in carrying out joint activities shall be considered to be scientific, not having a commercial character, and the Receiving Party shall work toward obtaining duty-free entry.

ARTICLE 9

SAMPLES AND MATERIALS

Unless otherwise agreed in writing, the following provisions shall apply to the transportation and use of samples and materials provided by one Party to the other Party under this Implementing Agreement:

- 9.1 All samples and materials provided by the Providing Party to the Receiving Party shall remain the property of the Providing Party, and shall be returned to the Providing Party upon request.
- 9.2 Where one Party requests that the other Party provide a sample or material, the Party making the request shall bear all costs and expenses associated with the transportation of the sample or material from the location of the Providing Party to the final destination.
- 9.3 Each Party shall promptly disclose to the other Party all information arising from the examination or testing of samples or materials exchanged under this Implementing Agreement. The Parties agree that business-confidential information (as defined in Annex A to the S&T Agreement) which was developed prior to or outside the scope of this Implementing Agreement shall remain business-confidential even though it is contained in the results of an examination or testing of samples or materials. Such information shall be identified as business-confidential by the Party asserting its business-confidential nature as soon as possible after disclosure of all information arising from the examination or testing is made to such Party and the other Party shall be immediately advised of that identification. All information identified as business-confidential shall be controlled as provided in Article IV of Annex A to the S&T Agreement.

ARTICLE 10

EXCHANGE OF INFORMATION

- 10.1 The Parties may exchange, as agreed on a mutually beneficial basis, scientific and technical information, and results of research and development of work carried out under this Implementing Agreement. Such information shall be limited to that which the Parties have the right to disclose, either in their possession or available to them, relating to the areas of cooperation described in Article 2.
- 10.2 Seminar proceedings and reports of joint activities carried out under this Implementing Agreement shall be published as joint publications, as agreed by the Parties.

- 10.3 The Parties agree that information developed and exchanged under this Implementing Agreement (other than business-confidential information) should be given wide distribution. Except as provided in Annex A to the S&T Agreement, such information may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.
- 10.4 Information transmitted by one Party to the other Party under this Implementing Agreement shall be accurate to the best knowledge and belief of the transmitting Party. Any equipment transferred by one Party to the other Party under this Implementing Agreement shall be suitable for its intended use to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability or accuracy of the information or equipment transmitted for any particular use or application by the receiving Party or by any third party.
- 10.5 Information developed jointly by the Parties shall be accurate, and jointly developed information shall be suitable for its intended use, to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or the appropriateness of equipment, nor its suitability for any particular use or application by either Party or by any third party.

ARTICLE 11

INTELLECTUAL PROPERTY RIGHTS AND BUSINESS-CONFIDENTIAL INFORMATION

The protection and allocation of intellectual property and the treatment of business-confidential information created or furnished in the course of cooperative activities under this Implementing Agreement shall be governed by the provisions of Annex A to the S&T Agreement.

ARTICLE 12

FUNDING

- 12.1 Unless otherwise agreed in writing, all costs resulting from cooperation pursuant to this Implementing Agreement shall be the responsibility of the Party that incurs such costs.
- 12.2 The conduct of activities under and pursuant to this Implementing Agreement shall be subject to the availability of appropriated funds, personnel, and other resources.

ARTICLE 13

GENERAL PROVISIONS

- 13.1 Each Party shall conduct the activities carried out under this Implementing Agreement in accordance with the laws and regulations to which it is subject.

- 13.2 Any questions of interpretation or implementation relating to this Implementing Agreement arising during its term shall be resolved by consultations between the Parties.

ARTICLE 14

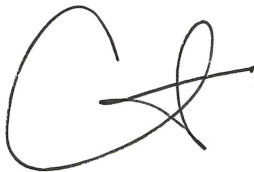
ENTRY INTO FORCE, DURATION, AMENDMENT, AND TERMINATION

- 14.1 This Implementing Agreement shall enter into force upon signature and remain in force so long as the S&T Agreement remains in force, unless terminated earlier pursuant to paragraph 14.3 of this Article.
- 14.2 This Implementing Agreement may be amended at any time by written agreement of the Parties.
- 14.3 This Implementing Agreement may be terminated at any time by written agreement of the Parties. Alternatively, this Implementing Agreement may be terminated at any time at the discretion of either Party upon six (6) months' written notice to the other Party.
- 14.4 Unless otherwise agreed in writing, all ongoing joint activities, projects and experiments not completed upon termination of this Implementing Agreement may be continued until their completion under the provisions of this Implementing Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Washington, this 23rd day of October 2019, in duplicate, in the English language.

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



FOR THE CZECH ACADEMY OF SCIENCES:

