

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
EUROPEAN SYNCHROTRON RADIATION FACILITY, GRENOBLE, FRANCE
AND
BROOKHAVEN SCIENCE ASSOCIATES, LLC, UPTON, NY, UNITED STATES OF
AMERICA
AS MANAGER AND OPERATOR OF
BROOKHAVEN NATIONAL LABORATORY ON BEHALF OF
THE UNITED STATES DEPARTMENT OF ENERGY**

I. Preamble

This Memorandum of Understanding (MOU) is between the European Synchrotron Radiation Facility (ESRF), Grenoble, France and Brookhaven Science Associates LLC (BSA), Upton, NY, United States of America, in its capacity as the Management and Operating Contractor of Brookhaven National Laboratory (BNL), under a contract with the U.S. Department of Energy (DOE). ESRF and BSA are collectively known as the Participants. The purpose of this MOU is to build upon each Participant's knowledge and operation of Synchrotron Facilities for their use in scientific studies.

II. Objectives

The Participants intend to collaborate through mutual visits, exchanges of publically available information, exchanges of researchers and experts, training, and planning for potential future joint research, in order to assess and develop capabilities of their respective researchers and facilities in materials analysis. This potential future working relationship may include, among other things, analysis of soil samples. Any future collaborative research is to be undertaken only pursuant to an appropriate written agreement therefor.

III. General Considerations.

- A. This MOU does not create any legally binding obligations and does not commit to any funding by the Participants.
- B. Each Participant should comply with the all laws and regulations that are applicable to that Participant.
- C. Should the Participants determine that a particular activity may lead to the exchange of business-confidential information or the creation of intellectual property rights, they should consult and enter into an appropriate written agreement therefor.

IV. Duration

Cooperative activities under this MOU may commence upon signature by the last Participant to sign the MOU and may continue for a period of five (5) years. A Participant wishing to discontinue participation should endeavor to provide written notice to the other Participant at least thirty (30) days prior. The MOU may be extended by mutual written agreement of the Participants.

V. Signatures

It is expressly understood and agreed that this MOU embodies the entire understanding between the Participants regarding the MOU's subject matter.



14 September 2020

Doon Gibbs

As Director, Brookhaven National Laboratory and
President, Brookhaven Science Associates, LLC

Date



Francesco Sette

Director General
European Synchrotron Radiation Facility

21/09/2020

Date