

**STATEMENT OF INTEREST  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE  
UNITED STATES OF AMERICA  
AND  
THE COMMISSARIAT À L'ÉNERGIE ATOMIQUE  
ET AUX ÉNERGIES ALTERNATIVES FRANÇAIS  
CONCERNING  
COLLABORATION ON THE DEVELOPMENT OF  
AN ELECTRON ION COLLIDER**

The Department of Energy of the United States of America ("DOE") and the Commissariat à l'Énergie Atomique et aux Énergies Alternatives Français ("CEA"), hereinafter referred to individually as a "Participant" and collectively as the "Participants,"

RECOGNIZING their existing cooperation under the Agreement on Science and Technology Cooperation between the Government of the United States of America and the Government of the French Republic of October 22, 2008 (the "S&T Agreement"), and under the Agreement between the Department of Energy of the United States of America and the Commissariat à l'Énergie Atomique et aux Énergies Alternatives Français for Cooperation in Low Carbon Energy Technologies of June 19, 2012, as extended (the "Agreement"), including in particular the areas of fundamental science cooperation specified in Article 2.4 thereof;

NOTING their pursuit of research and technological activities in a number of areas of common interest, and that participation in each other's research and development activities on a basis of reciprocity will continue to provide economic and social benefits;

NOTING their shared desire to continue cooperation in the conduct of research and development in fundamental science and technologies in the area related to nuclear physics for discovery science;

DESIRING to leverage the expertise of each Participant for the mutual benefit of both Participants in their respective countries; and

DESIRING to strengthen their bond through greater cooperation;

State their interest as follows:

**Section 1: Planned Areas of Cooperation**

- 1.1 The Participants recognize the importance of, and express their interest in, further strengthening their cooperation in the following areas related to the development of the high-luminosity, high energy Electron-Ion Collider (EIC) to support fundamental nuclear

physics experiments and scientific research (hereinafter the "Areas of Cooperation"). The Areas of Cooperation may include, but are not limited to:

1. Cooperation in accelerator science and technologies research and development, design, and construction for the EIC;
  2. Cooperation in detector research and development, design, and construction for the EIC;
  3. Participation of scientific and technical staff from DOE National Laboratories and, as appropriate, U.S. universities and from CEA in France in nuclear physics projects and other coordination associated with the EIC; and
  4. Experimental programs to unravel the nature of the atomic nucleus at the EIC including, but not limited to, comprehending the origin of the universe through heavy ion collisions, understanding how the mass and the spin of the nucleon arise, and understanding the arrangements of quarks and gluons within nucleons.
- 1.2 Cooperative activities in the Areas of Cooperation may include the mutual exchange of scientific and/or technical staff; training of graduate students and/or junior scientists; exchange of know-how, equipment, and/or materials; and analysis of data and dissemination of scholarly publications.
- 1.3 The Participants intend to establish a joint cooperation committee, comprised of representatives of each Participant (which for DOE may include participating DOE National Laboratories), in order to further coordinate the planning, management, and implementation of the potential Areas of Cooperation identified in this Statement.

## **Section 2: Exchange of Written Instruments**

- 2.1 Each cooperative activity that may involve the sharing of costs or Sensitive Information, or that may give rise to the creation of intellectual property, or that may involve exchange of equipment and/or materials, is expected to be conducted pursuant to an implementing agreement or arrangement under the S&T Agreement or the Agreement, as appropriate and in accordance with the laws and regulations of each Participant, or other written instrument, which includes detailed provisions for its execution, including such matters as technical scope, management, total costs and payment provisions, schedule, intellectual property rights, and such other matters relevant to the activities to be performed. Without prejudice to the definition of "business-confidential" information provided under Article 10(c) of the S&T Agreement or paragraph IV.A of the Annex on Intellectual Property of the Agreement, the term "Sensitive Information" as used in this paragraph refers to information that: 1) is not generally known or publicly available from other sources; 2) has not previously lawfully been made available to others without obligation concerning its confidentiality; and 3) is not already in the possession of the recipient without obligation concerning its confidentiality.

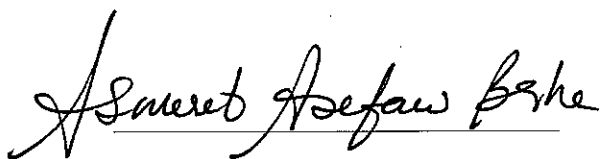
- 2.2 Consistent with paragraph 2.1 of this Section, additional information on the planned scope of work, itemized list of deliverables, or other intended research and development or cooperative activities to be performed may be exchanged between the Participants and/or participating DOE national laboratories through non-legally binding written instruments such as project planning documents, letters of intent, or memoranda of understanding, subject to the internal policies and administrative procedures of each Participant. Such instruments may cover, but are not limited to, specifications of equipment or personnel to be exchanged, definition of task responsibilities within a specific project, coordination, contributions, and adjustments of organizational structure as needed.

### Section 3: General Considerations

- 3.1 This Statement is effective upon the last date it is signed by the Participants. A Participant who desires to discontinue its participation in this Statement should endeavor to provide written notice to the other Participant ninety (90) days in advance of the date of the discontinuation.
- 3.2 This Statement may be modified at any time upon mutual written decision of the Participants.
- 3.3 Each Participant intends to conduct the cooperative activities contemplated by this Statement in accordance with applicable laws, regulations, and procedures to which it is subject, and applicable international agreements to which its Government is party.
- 3.4 The conduct of cooperative activities contemplated by this Statement is subject to the availability of appropriated funds, personnel, and other resources.
- 3.5 Each Participant is responsible for its own personnel and costs of participating in the cooperative activities under this Statement, unless specified otherwise in writing by the Participants.
- 3.6 This Statement does not create any legally binding rights or obligations between the Participants.

Signed at Paris, in duplicate in the English language, this 13th day of November, 2023.

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



FOR THE COMMISSARIAT À  
L'ÉNERGIE ATOMIQUE  
ET AUX ÉNERGIES  
ALTERNATIVES FRANÇAIS:

