
IMPLEMENTING AGREEMENT

BETWEEN

**DEPARTMENT OF ATOMIC ENERGY,
THE HOMI BHABHA NATIONAL INSTITUTE
OF THE REPUBLIC OF INDIA**

AND

**COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX
ENERGIES ALTERNATIVES, NATIONAL INSTITUTE
FOR NUCLEAR SCIENCE AND TECHNOLOGY
OF THE REPUBLIC OF FRANCE**

CONCERNING EDUCATION AND TRAINING



IMPLEMENTING AGREEMENT

This Implementing Agreement concerning Education and Training (this "Implementing Agreement") is hereby entered into

between

The **HOMI BHABHA NATIONAL INSTITUTE**, a Deemed-to-be University under the **DEPARTMENT OF ATOMIC ENERGY**, established under section 3 of the University Grants Commission Act of the Republic of India, located at BARC Training School Complex, Anushaktinagar, Mumbai - 400 094, India, (hereinafter referred to as "HBNI"),
Represented by Mr. P.R.Vasudeva Rao, Vice Chancellor, HBNI,

and

COMMISSARIAT À L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES, a French public scientific, technical and industrial establishment, registered with the Companies Registry of Paris under the number R.C.S. PARIS B 775 685 019, having its principal office Bâtiment "Le Ponant D" 25, rue Leblanc, 75015 PARIS - France,
Represented by Mr. Philippe CORRÉA, acting as Director of the **NATIONAL INSTITUTE FOR NUCLEAR SCIENCE AND TECHNOLOGY**, a public institution established pursuant to the French Decree No. 56-614 of 18 June 1956,
hereinafter referred to as « CEA/INSTN »,

hereinafter collectively referred to as the "Parties" and individually as a "Party":

WHEREAS

- A. The Government of the Republic of France and the Government of the Republic of India" concluded an agreement for the development of peaceful uses of nuclear energy signed on 30th September 2008(hereinafter referred to as the "Framework Agreement");
- B. Further to this Framework Agreement, the French Commissariat à l'Energie Atomique et aux Energies Alternatives ("CEA") and the Indian Department of Atomic Energy ("DAE"), have entered in a cooperation agreement on December 6th 2010 (hereinafter referred to as "the CEA-DAE Cooperation Agreement"), in order to establish a general framework of cooperation in the field of nuclear science and technology for peaceful uses of nuclear energy.
- C. Pursuant to Articles 3 and 4 of the Cooperation Agreement, the areas of cooperation and the forms of cooperation include Education and Training with exchange and



training of scientific and technical personnel; exchange of scientific and technical information; participation by scientific and technical staff of one Party in research and development activities conducted by the other Party; conduct of joint research activities, including organizing scientific and technical conferences and symposia;

- D. Pursuant to Articles 5 and 6 of the Cooperation Agreement, the Parties, if deemed necessary, may conclude separate implementing agreements ruled by the terms of the Cooperation Agreement, and which progress are supervised by the Franco-Indian Joint Committee for Atomic Energy, which has been set up for the purpose of monitoring the progress of the Cooperation Agreement.

In respect thereof, the Parties have signed an implementing agreement on February 10th 2016, in order to provide for a scientific collaboration program in the field of PhD education (hereinafter referred to as "February 10th 2016 Implementing Agreement"). In respect thereof, the Parties wish to enter into an additional implementing agreement in the field of education, training, information exchange in the areas of nuclear and radiation safety, nuclear medicine and materials, between HBNI, which is a Deemed to be University under the Department of Atomic Energy, specialized in education and research related to nuclear science and technology and the French national institute for nuclear science and technology INSTN, which is an Institute of CEA specialized in Education & Training in Nuclear Science and Technology.

NOW AND THEREFORE, the Parties to this Implementing Agreement agree to cooperate with one another on education and training in accordance with the relevant provisions of the Cooperation Agreement, completed as follows:

Article 1 – Scope and forms of collaboration

1.1. Collaboration activities conducted by the Parties under this Implementing Agreement include:

- the joint development of courses and course modules on the basis of the action plan provided for in Appendix 1
- the joint delivery of such courses and course modules in both countries through exchange visits of faculty or through skype/videoconferencing/sharing pre-recorded certified video content
- the preparation and publication of educational material such as monographs and books with joint authorship on topics of relevance to both sides, upon prior mutual written agreement.

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1.2 The fields of the activities covered by article 1.1 of this Implementing Agreement are:

- i. Nuclear Safety
- ii. Materials
- iii. Nuclear Medicine
- iv. Radiation Biology
- v. Radiation Protection
- vi. Biomedical Imaging
- vii. Medical Physics

1.3. Action Sheets as per the format provided in Annex 2 will be discussed and signed by the authorized representatives of the Parties further to this Implementing Agreement. The Action Sheets shall include detailed description of the scope of work of each Party, specific conditions regarding the assignment of personnel, specific intellectual property provisions, specific financial conditions, schedules and any other information relevant for the implementation of the activities.

Article 2 – Monitoring of the Implementing Agreement

2.1. Each Party shall nominate a coordinator who shall act as single point of contact through whom all communications with regard to this Implementing Agreement shall be made.

2.2. Each Party shall be entitled to change its Coordinators at any time by communicating its decision in writing, via regular mail or electronic mail to other Parties.

2.3. The Parties agree to appoint the following Coordinators:

For HBNI:

Name: Prof. Adarsh K. Dureja
Title: Associate Dean
Address: Homi Bhabha National Institute, Anushaktinagar, Mumbai 400 094, India
Telephone: +91-22-25597629
E-mail: dureja@hbni.ac.in

For INSTN:

Name: Paul LIVOLSI
Title: INSTN International Relations Officer
Address: INSTN
CEA/Paris-Saclay
F-91191 GIF SUR YVETTE
FRANCE
Telephone: + 33 4 38 78 39 27
E-mail: paul.livolsi@cea.fr



2.4. The Coordinators shall be responsible for the overall coordination actions of the Parties under the scope of this Implementing Agreement, and shall report their activities to the members of the Franco Indian Joint Committee set up by the Cooperation Agreement.

Article 3 – Intellectual property rights

Pursuant to article 7 of 'the CEA-DAE Cooperation Agreement', the intellectual property rights of the Parties in relation to this Implementing Agreement shall be governed by the provisions of the intellectual property rights agreement between the French Republic and the Government of India of December 6th 2010, save as otherwise provided hereinafter.

3.1. No exchange of information under this Implementing Agreement is intended to nor shall create in any Party any intellectual property rights whatsoever in the information exchanged for the fair implementation of the actions decided by the Parties. Such rights shall remain vested solely in the Party providing information.

3.2. Envisaged publications of data or information, on whatever medium, concerning this Implementing Agreement shall be shared between the Parties well in advance in order to allow a Party to have the opportunity to check the data or information prior to such publication and delete some parts of data or information with the view to protecting confidential information and provide written consent.

3.3. Any information and technology which is held by one Party prior to the conclusion of this Implementing Agreement or acquired by one Party completely independently of any disclosure by the other Party, or acquired solely by one Party, shall remain the sole property of that Party.

3.4. No Party shall assign or otherwise transfer to any third party in whole or in part any of its right or obligation under this Implementing Agreement, without the prior consent of the other party.

3.5. Notwithstanding the stipulations contained in Article 3, the intellectual property rights may be the subject of specific provisions included in the actions sheets.

Article 4 – Financial obligations

4.1. All the activities under this Implementing Agreement shall be subject to the availability of appropriate funds and personnel, and subject to the national laws and regulations of the Parties.

4.2. The Parties shall be responsible for their own legal and advisory fees and related expenses incurred in connection with this Implementing Agreement.

4.3. The airfare for the visits of faculty from one side to the other side will be borne by the visitor's side; the accommodation and local hospitality, as well as any honorarium for the

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lectures delivered by the visiting Party will be met by the host side (for less than two weeks) at the rates prevalent in the host organization as described on Appendix 3.

The Parties could define specific financial provisions in relation to implementing activities envisaged in the Action Sheets agreed by the Parties.

Article 5 – Liability

5.1. Either Party, including its personnel, legal representatives and third persons or parties which either Party uses within the objectives of this Implementing Agreement, shall only be liable for direct damages in case of willful misconduct or gross negligence.

5.2. Either Party shall, not be liable for loss of profit, loss of production or any other indirect or consequential damages or indirect financial losses, regardless of the legal theory they are based upon.

Article 6 – Duration, amendment and termination

6.1. This Implementing Agreement shall enter into force upon the date of its signature by the designated authorized representatives of the Parties and shall remain in force for three(3) years (the "Term"), unless (a) terminated by the Parties, or (b) further extended by the Parties in accordance with this Article 6.

6.2. Three (3) months before the date of the expiry of the Term of this Implementing Agreement, the Parties shall consult each other to decide whether the Term of the Implementing Agreement shall be extended, in accordance with the provisions of this Article. The Term may be extended by the Parties in writing through an amendment to the Implementing Agreement.

6.3. Either Party shall have the right to terminate this Implementing Agreement through a six (6)-month prior written termination notice to the other Parties. Such a termination shall be without prejudice to the rights which may have occurred under this Implementing Agreement to either Party up to the date of such a termination.

Article 7 – Settlement of disputes

All disputes arising from or related to the interpretation of implementation of the Implementing Agreement shall be settled through friendly consultations and negotiations between the Parties, and in line with the provisions of the CEA-DAE cooperation agreement.

Article 8 – Miscellaneous

8.1. If any change in laws, decrees, regulations or administrative orders intervenes with this Implementing Agreement and affects:

- (a) the reasonable performance of the objectives of this Implementing Agreement,

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the Parties shall negotiate in good faith amendments to be applied to this Implementing Agreement as a result of such change.

8.2. Amendment

This Implementing Agreement may be amended in writing only, with the amendment signed on behalf of the Parties in the same manner as this Implementing Agreement.

8.3. Force Majeure

Neither Party shall be liable for damages caused by any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control.

Article 9 - Language

This Implementing Agreement is drawn up and executed in English. Any negotiations related to it will be conducted in English, unless otherwise agreed by Parties.

IN WITNESS WHEREOF, the Parties hereto have signed in duplicate this Implementing Agreement in the English language by their respective duly authorized representatives, with an original copy of this Implementing Agreement made for each Party.

For HBNI:

For CEA/INSTN:

P.R. Vasudeva RAO

Mr Philippe CORRÉA

Vice Chancellor

Director

Place:

Place: *h/8/11/18*

Date:

Date: *18/X/18*

Signature:

P.R. Vasudeva RAO

Signature:

Philippe CORRÉA



ACTIONS PLAN

Description, Location and Schedule of activities:

1-6 months:

1. Visit of one faculty from each side to the other country, to deliver lecture module (10-20 lectures based on mutual agreement) on a subject that is related to a MASTER/Doctorate program pursued by the student(s) from other side and to be identified through discussions.
2. These visits would also be used to engage in detailed discussions on the objectives mentioned above and evolve a clear action plan for academic activity.

7-24 months:

1. Visit of one faculty from each side to the other country, in each semester, to deliver lecture module (10-20 lectures) on a subject that is related to a MASTER/Doctorate program pursued by the student(s) from other side and to be identified through mutual discussions. The number of visits/no. of faculty to visit may be enhanced based on mutual discussions taking into account progress made in first six months. The lecture program can also be held on videoconferencing mode, as and when mutually agreed upon.
2. Details of action plan on objectives 1-3 described under clause 1.3 will be finalized, taking into account the academic calendar of both sides;
3. A course module on nuclear reactor safety will be developed, course content (videos) will be exchanged;
4. Preparation of Book(s) with joint authorship will be undertaken based on mutual discussions

24-36 months:

1. The activities during this period will be an extension of the activities undertaken during 7-24 months in pursuit of the objectives described in clause 1.3. In addition to continuation of lecture programs on selected topics, course modules would be developed in one or more of the subject areas mentioned in 1.2, and preparation of books will also be continued.

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EXAMPLE

ACTION SHEET #x

In addendum to the Implementing Agreement between HBNI and INSTN

CONCERNING EDUCATION AND TRAINING BETWEEN HBNI and INSTN	
Area(s) of cooperation	No. Pages:
	Date:
TITLE:	
UNIT INVOLVED IN THE IMPLEMENTING AGREEMENT: HBNI INSTN / DIR - DDP	
DETAILED CONTENT AND PURPOSE OF THE TOPIC OF COOPERATION:	
TRAINING MODULES / COURSES CONCERNED:	
LOCATION AND SCHEDULE:	
HOSTING CONDITIONS:	
FINANCIAL CONDITIONS:	

Aruba ↓

APPENDIX 3

Financial provisions

- CEA/INSTN :

Item	Rates
Full Accommodation night, breakfast (recommended hotel), lunch and dinner	150 euros/day
Honorarium for lectures	62 euros/hour

- HBNI :

Item	Rates
Accommodation and food expenses	Accommodation will be provided in DAE Guest House at no cost; an allowance of Rs. 5500 per day is payable towards food and other expenses
Honorarium for lectures	Rs. 5000 per lecture

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