

eurogia+



EUROGIA+ FRAME AGREEMENT

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EUROGIA + Frame Agreement

(Organizing relationship between members of the EUROGIA + Association and Technical Committee members)

This Frame agreement is made and entered into force by and among:

1. **ALCATEL VACUUM TECHNOLOGIES FRANCE,**
2. **ARCELOR MITTAL,**
3. **BUREAU VERITAS SA,**
4. **CGGVERITAS SERVICES SA,**
5. **CHOREN INDUSTRIES GMBH,**
6. **CONERGY AG**
7. **GEOIL & GAS,**
8. **HOLOGRAFIKA KFT,**
9. **MONDRAGON COMPONENTES,**
10. **SAFT,**
11. **SERVICES PETROLIERS SCHLUMBERGER,**

12. SUEZ TRACTEBEL ENGINEERING,
13. TECHNIP France

Preamble

At the EUREKA ministerial conference that took place in Ljubljana (Slovenia) on 6 June 2008, a new strategic initiative was undertaken, with the creation of the EUROGIA+ "Cluster". With the support of 15 EUREKA Member Countries (the "Member Country(ies)") the Program called EUROGIA+ Program will be dedicated to developing low carbon technologies, along the lines set forth in a White Book (the "White Book") issued in May 2008.

With a view to furthering that objective, the EUROGIA+ Program will, among other things, label various pan-European collaborative research and development projects for them possibly to obtain financial support from one or several Member Countries. The following Member Countries have expressed their intent to subsidise Projects, under their own public funding frameworks: Austria, Belgium, Croatia, Denmark, France, Germany, Hungary, Iceland, Ireland, Israel, Monaco, Poland, Slovenia, Spain, Turkey. In addition, various significant European industrial undertakings have applied for the EUREKA label in respect of EUROGIA+ Program under E!4468.

It is reminded that this new strategic initiative is the successor of the EUROGIA Program, which led to the execution of a first Frame Agreement, dated 28 April 2004, between some of the above mentioned signing Members.

The purpose of this new Frame Agreement is to govern the terms of collaboration (and any resulting rights and obligations) of any party willing to take part in this initiative and implement EUROGIA+ Program.

As a result, this Frame Agreement also reminds and fully set out the relationship between the members of the Association (the "Members" as defined in article 1 below) and the Technical Committee members as well as the rules of functioning of the French Association incorporated under the 1901 law and denominated "EUROGIA+", on which EUROGIA Program was based and on which EUROGIA+ Program, as this term is defined below, will rest to take care of all administrative and financial aspects.

In view of the above, all signatories to this Frame Agreement agree as follows:

ARTICLE I – DEFINITIONS

For the purpose of this Agreement shall mean:

1 EUROGIA+ Program

The EUROGIA+ Program is the European research and development project cluster for developing all energy technologies needed for a more efficient production and use of low-carbon energies for the European industry being executed in co-operation by partners in EUREKA countries under mutually agreed projects in areas as described in the White Book, endorsed by EUREKA under **E! 4468**.

In a dynamic and competitive environment the objectives of the EUROGIA+ Program are subject to permanent revision and updating, for example in respect of forthcoming new technologies, which must flow into the EUROGIA+ cluster or new fields of application, which may arise out of market demands.

2 EUROGIA+ Competencies

EUROGIA+ competences are the interrelated areas of industrial competence as further described in the White Book and include:

Critical Technologies (The following list is not exhaustive):

1. Oil & Gas
2. Heavy oil
3. Tar sand
4. Methane Hydrates
5. Biomass
6. Solar
7. Wind
8. Hydro
9. Geothermal
10. CO2
11. Hydrogen

Enabling Technologies (the following list is not exhaustive):

1. New materials
2. New Information & Communication Technologies (ICT)
3. Tools Fabrication & Installation
4. Energy efficiency
5. Education and training
6. Quality, Health, Safety & Environment (QHSE)

3 EUROGIA+ Program Participants

- Industrial Corporations being the parties to this Agreement and to the Association as well as any Industrial corporations that will accede the Frame Agreement and will become members of EUROGIA+ Association by signing the Declaration of Accession (**Annex A**) (together the “Members”);
- Industrial Corporations and/or Research Institutes/Universities, which research and development project has received the EUROGIA+ Label (then being referred to as a “EUROGIA+ Project” and the participant being referred to as a “EUROGIA+ Project’ Participant”): To receive the EUROGIA+ Label, they need to accept the EUROGIA+ rules and regulations laid down in the EUROGIA+ Frame Agreement and the Regulations by signing a Declaration of Accession according to Annex B (and will become automatically Members) ; and
- Representatives of Board Members and/or Research institutes/Universities, being natural persons, becoming members of the Technical Committee by signing the Declaration according to **Annex C**;

The term the “Parties” or a “Party” refer to the Parties or a Party to this Frame Agreement, being either current signatories of this Agreement or signatory of the Declaration of Accession of Annex A and/or Annex B

4 EUROGIA+ Projects and EUROGIA+ Projects’ Participants

The EUROGIA+ cluster is executed in form of various Projects submitted by European Industrials and and/or universities, being in this regard, independent one another, within one (or more) of the EUROGIA+ Competencies. The Projects’ proposals shall be submitted in accordance with the rules in the document denominated “EUROGIA+ Regulations: Overview for Project Proposers” (hereinafter “the Regulations”).

The research and development project, as soon as labelled, can be denominated “**EUROGIA+ Projects**” and the participants to this EUROGIA+ Project are then denominated “**EUROGIA+ Projects’ Participants**”

5 Affiliated Company

Any company which is from time to time directly or indirectly controlled by a EUROGIA + Member.

A company is directly controlled by another company or companies if that latter company (i) beneficially owns or those latter companies together beneficially own fifty per cent or more of the voting rights attached to the issued share capital of the first mentioned company or (ii) manages the business of the first mentioned company; and

A company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled, as this term is defined above, by one or more of the companies earlier in the series.

Affiliated Companies to a EUROGIA+ Members are also such companies or legal entities, which are under the same control in the aforementioned sense as the respective EUROGIA+ Members.

Affiliated Companies to EUROGIA+ Members are also such companies or legal entities, which are commonly controlled in the aforementioned sense by these EUROGIA+ Members.

ARTICLE II – SUPPORT TO EUROGIA+ PROGRAM

Each Party shall collaborate with the other Parties with a view to furthering the goals of and, generally, promote the EUROGIA+ Program.

The Parties will also make their best efforts, in terms of notably networking, operational, communication and project management assistance, to support any Industrial Corporation and/or University, Research Institutes that will submit a proposal for funding of a Project under the EUROGIA+ Program, in particular towards public authorities in charge of the EUROGIA+ Program, within the bounds set forth by applicable European and national laws and regulations as well as any laws and regulations applying to a particular entity involved in a particular Project.

With a view to furthering the abovementioned goals and generally, promote the EUROGIA Program and as from today, the EUROGIA+ Program, the Parties have incorporated, by declaration dated April 14, 2008, a French association under the 1901 law and denominated "EUROGIA+"(hereinafter "the Association"), on which EUROGIA+ Program is based to develop the new strategic initiative. The Articles of Incorporation have been modified to take into account the new context and aspects of EUROGIA+ Program.

Then the Parties adhered or will adhere, simultaneously to the signature of the Frame Agreement, to the Association which purpose is:

- Assisting, throughout administrative support, any industrial corporation and/or university or research institutes, requesting this support and submitting a proposal for a Project under the EUROGIA+ Program with a view to developing all energy technologies needed for a more efficient production and use of low-carbon energies in order to create clean and safe energy ;
- Assisting Members of the Association to contact any competent public authorities ;
- Promoting EUROGIA+ Program.

ARTICLE III - **RELATIONSHIP OF THE PARTIES AND GENERAL** **PRINCIPLES OF COOPERATION**

The Parties hereby enter into this Frame Agreement for the sole and limited purpose of establishing the basis and mechanisms for their collaboration with a view to supporting the EUROGIA+ Program and implementing its goals.

Nothing contained in this Frame Agreement is intended nor shall it be construed as creating a partnership or joint venture, agency or employment relationship among the Parties nor as creating or requiring any ongoing or continuing relationship or commitment among the Parties, beyond that relationship specifically created by this Frame Agreement. As a result, no Party shall have the right nor shall either Party hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, including but not limited to borrowing money, pledging credit or accepting service of any legal process on behalf of or in the name of the other Party without the prior written consent of the other Party. It is understood that nothing contained herein is intended in any manner to limit the Parties in the conduct of their respective businesses or activities, in the

making of other engagements or contracts or in the performance, in particular but not exclusively, of other research activities.

ARTICLE IV - FRAME AGREEMENT GOVERNANCE RULES

In carrying out the goals set forth in this Frame Agreement, the Parties have agreed to the following governance principles for the Parties efficiently to carry out the activities rendered necessary by this Frame Agreement:

All administrative and financial matters in respect of EUROGIA+ Program shall be dealt with by the Association.

4.1 The Association structure

It is reminded that the Association has the following structure

- A Board
- A Technical Committee
- An Executive Committee

4.1.1 Board of the Association

- **Composition of the Board**
- At its start, the Board is composed of one representative from each Member. With the successful development of the EUROGIA+ “Cluster” initiative further described in this agreement, it is envisaged that industrial corporation becoming Members (i.e. “acceding members”) will not all become automatically members of the Board but will need to be appointed by the Board by unanimous vote.
- Any Member may not have more than one representative as member in the Board. The representatives are personally nominated. Authorised proxy is allowed in exceptional cases only.
- The Board may decide to request dismissal of a board member, if it becomes representative of an Affiliated Company of another member having a representative in the Board, or if the criteria for the membership, such as indicated in the Preamble, would no longer apply or if such member has acted against the EUROGIA+ Program interests.
- A Member who has sent a representative to the Board can exchange its representative by informing the Board in writing.
- The Board will confirm or adapt membership (such as to add new Board members), taking into account the balance of participating countries, fields and levels of activities in labelled EUROGIA+ Projects.
- **Tasks of the Board**

- Promotion of the EUROGIA+ Program;
- Negotiations with Member Countries or other Public Authorities;
- Setting guidelines for the Technical Committee (e.g. for Project selection and partner search);
- Approval of the Technical Committee's composition and appointment of Technical Committee members;
- Analyse of Projects' proposals;
- Advice on the technical interest of the Projects, in relation with the Technical Committee
- Draft, periodic revision and control of the Regulations for Program
- Budget allocation
- Admission of new Members of the Association
- Appointment of the Executive Committee
- **Board Meetings**

The Board shall perform its work in regular Board meetings, at least twice a year but also at any time upon written request of half of the Board members.

The President or the Office, as described in article 4.1.2 below, acting on behalf of the President, shall give the Board members notice in writing of such meetings. This convening shall identify the subjects to be discussed and any decision requiring a vote.

If more than half of the Board members intend not to be present or not to be represented in the meeting, then the meeting shall be postponed.

Any decision required to be taken by the Board may be taken in meetings via teleconference and/or via e-mail.

The minutes of each Board meeting shall be drafted by the Secretary, as described in article 4.1.2 below, in order to formalize in writing all decisions taken and shall be dispatched to all Board members without delay.

The minutes shall be considered as accepted by the Board members if, within fifteen calendar-days from receipt thereof, none of them has objected in writing (including e-mail) to the Office.

The precise rules of procedure of the Board will be decided by the Board members.

- **Voting**

Each Board Member has one vote. Except as indicated otherwise in the Articles of Incorporation of the Association (such as approval of a new Board member which requires unanimous consent), all the decisions shall be taken only if at least 80% of all the Board members are present or represented by proxy and require a two-third majority of the votes of the members present or represented by proxy.

- **Budget/Cost of the Association/ Cost of EUROGIA+ Program Participants**

It is reminded that the anticipated costs of the Association shall be listed in a yearly budget subject to the approval of the Board by a two third majority, except for the start-up budget, which shall be approved unanimously by the Board members.

The costs of the Association comprise exclusively the costs of the Office (as the Office is described in article 4.1.2 below), which are covered in the approved budget and borne as follows:

- by a yearly membership fixed basis fee as determined by the Board (with a reduced membership fee for SMEs) paid by the Board members exclusively and
- by a Project fee, paid on a yearly base by funded EUROGIA+ Projects' Participants by all projects Participants (to the exclusion of the non-commercial organizations) for funded Projects only. This Project fee is determined by the Board and calculated as 1% of the participant's individual total project cost. These calculations rules may at any time be modified by the Board. If a Project is only partially funded, this Project fee is only paid by the funded EUROGIA+ Projects' Participants.

Furthermore, any expenses incurred in the performance of this Frame Agreement by EUROGIA+ Program Participants shall be borne by them respectively (to the exclusion of expenses incurred by non-commercial organizations being reimbursed upon invoice).

4.1.2 **Executive Committee**

The Executive Committee is appointed by the Board and composed by

- A President,
 - Vice-president,
 - Operations General Manager
 - Secretary General
 - Treasurer
-
- The President is the Chairman of the Board. He is also the authorized representative and spokesman of the Association. He shall arrange and preside the Board meetings. He has industrial background being recognised in governmental and industrial circles.
 - The Vice-President is the representative and Chairman of the Technical Committee. He receives his task description from the Board and reports to the EUROGIA+ President. He is put in office against conditions to be defined by the EUROGIA+ Board. The powers of the EUROGIA+ Vice-President will be decided during a Board meeting by unanimous consent of all the members of the Board present or represented by proxy. The Vice-President represents the Technical Committee in the Board.
 - The General Manager is responsible for the "Operations" he receives his task description from and reports to the EUROGIA+ President. His role is to manage the Office, organize the Calls for Proposals, as defined in Article VI, and interface with the E+PAC, as defined in Article IV 2.2, the national funding authorities and with the EUREKA Secretary in Brussels.
 - The Secretary General and the Treasurer receive their task descriptions from and report to the EUROGIA+ President.

Tasks of the Executive Committee are to manage and implement the day to day operations, administrative work and legal obligations.

An Office, suggested by the President and accepted by the Board, will handle the administrative and legal organisation (such as convening of the Board, preparation of minutes of the meetings). Its power will be decided during a Board meeting by the Board by unanimous consent of all the members of the Board present or represented by proxy.

4.1.3 **Technical Committee**

For the purpose of this Article, Affiliated Companies shall have the meaning given in Art.I.

- **Composition**

It is intended that the Technical Committee shall consist of representatives of, at least to start with, 10 industrial members who are voting members and 10 institutes as advisors to the Technical Committee. These institutes are non-voting legal entities. All the Technical Committee members are nominated by the Board: each Board member shall provide with a member for the Technical Committee and recommend an expert from a Research Institute/University for the Technical Committee. Then, each future representative of a Board member and/or of a university or research institutes shall sign the Declaration for members of the Technical Committee as set out in **Annex C**, to become members of the Technical Committee.

A company including its Affiliated Companies may be represented at the Technical Committee by more than one representative, subject to the approval of the Board. In this case, all of these representatives together have one vote.

- **Tasks**

The EUROGIA+ Technical Committee will study the coherence and consistency of the Projects with the EUROGIA+ Competencies being the interrelated areas of industrial competence as further described in the White Book.

The Technical Committee has the following tasks:

- Technical evaluation of Project proposals and reports,
- Recommendation for Project selection based on technical grounds,
- Recommendation in strategic orientation to the industrials and/or universities that submit Projects,
- Propose and maintain a list of experts

- **Rules**

- Eligible for membership are those representatives of the board members of the area of the respective EUROGIA+ Program applications fields, technologies and processes as well as research institutes acting as advisors to the Technical Committee.
- Membership should be kept to a practical minimum, depending on the requirements of the specific area of the Technical Committee. The number of members and the composition of the Technical Committee are subject to approval by the Board. The composition should take into account the

balance of participating countries, fields and levels of activity. It is the intent that those EUROGIA+ Participants to a Project, carrying out the majority of the Project work, have preference in nominating representatives as members for the Technical Committee.

- Proxy in the meetings of the Technical Committee is only allowed in exceptional circumstances.
- Technical Committee members shall be appointed for the period of appointment of the Board member they represent (or for university or research institutes., for the same period as the Board member recommending them)
- As soon as a representative range of EUROGIA+ Project is labelled, the Technical Committee will confirm or adapt membership taking into account the balance of participating countries, fields and levels of activities in labelled EUROGIA+ Projects in the area of the respective EUROGIA+ Technical Committee. This shall be done by the majority of all the members of the Technical Committee and subject to approval by the Board.
- The Technical Committee shall perform its work in regular Technical Committee meetings. It shall be arranged and presided by the Vice President. . All decisions of the Technical Committee shall be passed by the majority of the votes of the members present or represented by proxy and laid down in approved Minutes of Meeting.

4.2 Organisation external to the Association

4.2.1 EUROGIA+ Program Advisory Committee

- The Board has decided to create an Advisory Committee to support the work of the Board and the Technical Committee.
- This Advisory Committee is proposed to, at the invitation of the Board, high level corporations from Energy Producing companies as well as top executives from Board members. They will regularly meet and provide comments and advice on the running of the EUROGIA+ Program and achievement of the roadmaps. It is expected from this high level assembly to bring a vision regarding market perspectives for the low carbon energy technologies to be developed or under development.
- Third parties participating in Advisory Groups shall sign the Non Disclosure Undertaking **of Annex D**.

4.2.2 EUROGIA+ Program Public Authorities Committee (E+PAC)

- The Board has decided to ask Public Authorities of the current Member Countries to create an E+PAC grouping representatives (one per country) of their respective funding authorities. The role of the E+PAC is to be the official interface with the Board in order to exchange on the realisation of the EUROGIA+ Program and to discuss between the various countries concerned the perspectives of funding for each project which received or might receive the EUROGIA+ label.

- It will be the place also for all Public Authorities to harmonize their funding policies versus EUROGIA+ Program and whenever possible to smooth the funding process for EUROGIA+ Project Participants. This includes also the organization whenever possible of joint dedicated calls upon the Board recommendation, especially in view of Master EUROGIA + Projects realisation.

ARTICLE V

Accession of Further Members

Industrial Corporations and/or Research Institutes/Universities, having significant research and development activities in the field of the EUROGIA+ Program and wishing to collaborate with the Parties with a view to furthering the goals of and, generally, to promote the EUROGIA+ Program may become Members. They will either:

- Become Members by signing the Declaration of Accession as set out in **Annex B** (if they have not signed already Annex A), for Industrial Corporations and/or Research Institutes/Universities being "EUROGIA+ Projects' Participants and will be bound to pay the Project fee, as provided for in article 4.1.1 of the present Agreement;
- Become Members, after having applied for membership in writing to the Board members and having being accepted, by signing the Declaration of Accession, as set out in **Annex A**, for Industrial Corporations;
- Become Board Members for Industrial Corporations already being Members: then, they may apply for becoming Board members: this application will be submitted to the next Board meeting, which will decide under the conditions provided for in article 4.1.1 above.

ARTICLE VI

Projects and Proposals in EUROGIA+

- 6.1. The research and development work within the EUROGIA+ cluster shall be executed by EUROGIA+ Projects' Participants in individual Projects as part of the EUREKA Program **EI 4468**. EUROGIA+ Projects' Participants shall execute their work under their own responsibility and at their own costs and expenses.
- 6.2. Proposals for Projects have to be submitted in two stages:
1st stage: Initial selection based on a Project Outline.
2nd stage: Final selection based on a Full Project Proposal.
- 6.3. Each EUROGIA+ Project is necessarily accomplished in co-operation by EUROGIA+ Projects' Participants according to a Project Co-operation Agreement (PCA) agreed and concluded between the EUROGIA+ Project' Participants of the concerned EUROGIA+ Project case by case.
- 6.4. The funding of EUROGIA+ Projects is not the responsibility of the EUROGIA+ Association, as it demands the decision of the respective Member Countries subsidisers.

- 6.5. Rules for governing the Project proposals submission and selection process shall be set-up and approved by the Board.

ARTICLE VII

Confidentiality/Restriction in Use

It is understood and agreed by the Parties, that all information received from other Parties pursuant to or in connection with the performance of this Frame Agreement shall be kept confidential towards the others until and after the duration of the Frame Agreement.

The Association shall not issue any press release or similar publicity about a EUROGIA+ Project without the prior approval of the Board members.

Furthermore, it is understood and agreed by the Parties that each Technical Committee member will sign the confidentiality Undertaking attached in **Annex D** and will each be bound by its terms and conditions, which have been agreed between the Parties.

ARTICLE VIII

Code of Ethics and good conduct / Conflict of interest

- 8.1. Each Party remains fully independent from the others and in this regard, has absolutely no obligation to provide access to any information (as described below) it holds.
- 8.2. Each Party or EUROGIA+ Project' Participant undertakes not to use, any information which is owned or controlled by a EUROGIA+ Participant in the same fields as, or fields related to, the EUROGIA+ Project prior to its start. Furthermore, they undertake not to use any related patent applications, patents, registered designs, copyrights and other similar statutory rights, as well as applications for any such rights, owned or controlled by a EUROGIA+ Participant in the same fields as, or fields related to, the EUROGIA + Project prior to its start.
- 8.3. Each Party or EUROGIA+ Project' Participant undertakes not to use any information generated by any EUROGIA + Participant, or third party working for it, in the performance of the EUROGIA + Project. Furthermore, they undertake not to use any related patents, registered designs, copyrights and other similar statutory rights, as well as applications for any such rights, resulting from the performance of the EUROGIA + Project.
- 8.4. In this regard, each Party or EUROGIA+ Project' Participant shall retain ownership of its intellectual rights. This agreement imparts no rights between the Parties or EUROGIA+ Project' Participants under any information and associated intellectual property rights of a Party or EUROGIA+ Project' Participant, subject to any rights granted in the scope of a specific Project through a Project Co-operation Agreement (PCA), as detailed below.

- 8.5. In this regard, any access right to any other Party's information and associated intellectual property rights shall be negotiated in good faith between the interested "EUROGIA+ Project' Participants" in the scope of a specific Project: these rights will then be fully put in place through a Project Co-operation Agreement (PCA) agreed and concluded between the EUROGIA+ Project' Participants of the concerned EUROGIA+ Project case by case. Furthermore, each EUROGIA+ Project' Participant undertakes to negotiate any access right to its information and associated intellectual property rights, at conditions at least equivalent to the most favourable conditions negotiated with other partners and or co-contractors.
- 8.6. This agreement imparts absolutely no commercial exploitation right, including the sale, transfer or licensing of the intellectual property on any other Party's or EUROGIA+ Project' Participants' information and associated intellectual property.
- 8.7. Each Party shall ensure that the abovementioned rules will be applied by the other Parties.

ARTICLE IX **Warranty/Liability**

- 9.1. Each EUROGIA+ Program Participant shall use the diligence and care, which they usually employ in their own business affairs, to ensure good performance of this Frame Agreement and accuracy of the information exchanged during the performance of this Frame Agreement. Furthermore, each Industrial Corporation and/or Research Institute/University undertakes to use all reasonable endeavours to ensure the accuracy of the information furnished when submitting a project proposal for labelling. Upon notification or discovery that a EUROGIA+ Program Participant has submitted defective or incorrect information, it shall promptly correct and redeliver such information at its own expense.
- 9.2. Other than set forth in the foregoing paragraphs, no warranty, condition, representation of any kind is made, given or to be implied in any case as on the performance under this Agreement. In particular, the Parties do not give any warranty as on the sufficiency, accuracy or fitness for purpose of information or materials and a EUROGIA+ Program Participant receiving information and materials, shall be entirely responsible for the use to which they are put.
- 9.3. The liability of the EUROGIA+ Program Participant against each other is restricted to wilful acts, gross negligence and serious breach of the EUROGIA+ rules contained in this Frame Agreement and in the Regulations.
- 9.4. In no event shall EUROGIA+ Program Participant be liable for special, consequential or indirect damages, including but not limited to, loss of contract, loss or revenue or profit.
- 9.5. Each EUROGIA+ Program Participant is solely liable for the acts, omissions and negligence of itself, its employees and agents and will hold the other EUROGIA+

Program Participant harmless and will indemnify them from and against any claim by a third party resulting from such acts, omissions and negligence.

ARTICLE X **FORCE MAJEURE**

No EUROGIA+ Participant shall be liable for any failure to perform or any delay in performing any of its obligations under this Frame Agreement if such failure or delay arises out of *Force Majeure*. The EUROGIA+ Participant relying on *Force Majeure* shall promptly notify the other EUROGIA+ Participants and shall use its best endeavours to remedy any default or delay occasioned thereby forthwith upon such event ceasing to apply.

ARTICLE XI **Duration**

This Frame Agreement takes effect as of 1 July 2008 and will terminate contemporaneously with the end of the EUROGIA+ Program or on 1st July 2013 (unless otherwise superseded in writing), whichever comes first.

The Parties are bound by the rights and obligations set forth hereunder for the entire duration of the Frame Agreement. However, a Party may withdraw by giving a notice in writing to the other Parties no later than 1st October of each calendar year, in which case that Party's withdrawal shall be effective as of 31 December of that same calendar year. The withdrawing Party shall not be relieved from implementing the rules of this Frame Agreement on confidentiality, liability, publicity and press releases, settlement of disputes and applicable law shall survive the termination by five years.

Nevertheless, in case of participation to a EUROGIA+ Project by the withdrawing Party, the rights and obligations of the EUROGIA+ Projects' Participant under the EUROGIA+ Project shall survive the termination of the Frame Agreement.

ARTICLE XII **Miscellaneous**

This Agreement represents the entire agreement and understanding of the Parties and, consequently, supersedes and replaces any and all written or oral contracts between the Parties prior to the date hereof.

Any amendment and change to this Frame Agreement requires an amending agreement made in written form.

The President is duly authorized to make any certified copies of this Agreement in order to be provided to any acceding Members.

This Frame Agreement is governed by the laws of France.

The Parties shall endeavour amicably to settle any dispute arising in connection with this Frame Agreement. Any dispute that cannot be settled in that way shall be of the sole and exclusive jurisdiction of the Tribunal de Grande Instance de Nanterre (*Département des Hauts-de-Seine - France*).

This Agreement and the accessions thereto are concluded, respectively declared, in the English language. In any case of translation into other languages the English language shall prevail.

In the event that any provision/clause of this Agreement by whatever reason is or will be found to be legally unenforceable or in any case of a loophole in the Agreement that needs to be filled in, the enforcement of the Agreement shall not be affected. The legally unenforceable provision/clause or the loophole to be filled in shall be substituted by a provision/clause which within the legal possibilities is nearest to that what the parties would have intended if they had known the in-enforceability or if they had envisaged the missing point in question.

This Agreement comprises 4 Annexes:

- Annex A: Declaration of Accession to the Frame Agreement.
- Annex B: Declaration of Accession for a “EUROGIA+ Projects’ Participant”
- Annex C: Declaration for members of the Technical Committee.
- Annex D: EUROGIA+ Confidentiality Undertaking.

IN WITNESS WHEREOF, the Parties have executed this Frame Agreement in 13 original copies by initialling each page of this Frame Agreement and signing the Acknowledgment of the terms and conditions of the EUROGIA+ FRAME AGREEMENT.



ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS OF THE EUROGIA+ FRAME AGREEMENT

CORPORARE NAME (block letters):

REGISTERED OFFICE:

NAME OF LEGAL REPRESENTATIVE (or Authorized representative)

TITLE:

The undersigned hereby acknowledges and agrees as follows:

1. His/her Company has received the EUROGIA + Frame Agreement as well as the attached Annexes
2. He acknowledges and agrees that the EUROGIA + Frame Agreement as well as the attached Annexes have been read and understood and that his/her Company agrees to abide by and be bound by the Frame Agreement and the attached Annexes applicable to his/her Company

DATE:

SIGNED BY

SIGNATURE:

STAMP:

ANNEX A

Annex A to EUROGIA+ Frame Agreement

Applicant full address:

Date :

.....
.....
.....
.....

**Declaration of Accession
to the Frame Agreement**

To be addressed to the:

EUROGIA+ Board
Rue de l'Industrie 4
B-1000 Brussels (Belgium)
Tel.+32 2 502 1814
E-mail : office@eurogia.com

For info only
Siège Social :

C/O Bureau Veritas
Boulevard du Château 67 /71
92200 Neuilly sur Seine
France

The EUROGIA+ Frame Agreement, copy enclosed herewith, has been signed by the companies listed on the first page of said Agreement. The accession of further parties is made possible according to its Article V.

The undersigned..... – hereinafter referred to as "....."
(company full name) (short name)
whose legal address is.....
(address) (direct line, fax)
declares with effect from his accession to the enclosed Frame Agreement.

(short name)
..... hereby accepts to be bound by the terms and conditions of the enclosed Frame Agreement and the resolutions taken by the Executive Bodies (as defined in Article IV of the Frame Agreement) before the date of accession.

Authorized to Signed on behalf
of
(Short name)

Authorized to Signed on behalf
of EUROGIA+ BOARD

Date :
Name :
Title :

Date :
Name :
Title :

Signature

Signature

ANNEX B

Annex B to EUROGIA+ Frame Agreement

Applicant full address:

Date:

.....
.....
.....
.....

Declaration of Accession for EUROGIA+ Projects' Participants

To be addressed to the:

EUROGIA+ Board Rue de l'Industrie 4 B-1000 Brussels (Belgium) Tel.+32 2 502 1814 E-mail : office@eurogia.com

For info only
Siège Social :

*C/O Bureau Veritas
Boulevard du Château 67 /71
92200 Neuilly sur Seine
France*

Subject: Proposal for a EUROGIA+ Project/Acceptance of EUROGIA+ rules

(Company/Institute full name)

The undersigned is a voluntary applicant for a EUROGIA+ Label for a EUROGIA+ Project, and acknowledges that the EUROGIA+ Label is optional; the applicant having at all times the possibility to submit his project through other channels.

In case of the award of a EUROGIA+ Project with the EUROGIA+ Label by the EUROGIA+ Board, the undersigned becomes Member and accepts and acknowledges the rules and regulations, applying to the EUROGIA+ Projects laid down in the EUROGIA+ Frame Agreement and in the Regulations, as being applicable to all EUROGIA+ Projects. It is understood, that the undersigned will receive the relevant general information related to the execution of the EUROGIA+ Program.

Authorized to Signed on behalf of

(Company/Institute name)

Date :

Name :

Title :

Signature

ANNEX C

Annex C to EUROGIA+ Frame Agreement

Applicant full address:

Date :

.....
.....
.....
.....

**Declaration
for members of the EUROGIA+ Technical Committee**

To be addressed to the:

EUROGIA+ Board Rue de l'Industrie 4 B-1000 Brussels (Belgium) Tel.+32 2 502 1814 E-mail : office@eurogia.com

For info only
Siège Social :
C/O Bureau Veritas
Boulevard du Château 67 /71
92200 Neuilly sur Seine
France

The EUROGIA+ Frame Agreement, copy enclosed herewith, has been signed by the companies listed on the first page of said Agreement. The accession of new members to the Technical Committee is made possible according to its Article IV.

The undersigned – hereinafter referred to as " "
(natural person full name) (short name)
being the representative of (Company/Institute full name) whose legal address is

declares with effect from his membership to the EUROGIA+ Technical Committee.

..... hereby accepts to be bound by the terms and conditions of the enclosed Frame Agreement as far as they apply to the Technical Committee members and the resolutions taken by the Association Executive Bodies before the date of the declaration.

This membership shall not be effective as long as (natural person full name) has not signed the Non Disclosure Undertaking, as set out in Annex D, of the Frame Agreement.

Authorized to Signed on behalf
of
(Short name)

Authorized to Signed on behalf
of EUROGIA+ Board

Date :
Name :
Title :

Date :
Name :
Title :

Signature

Signature

ANNEX D

EUROGIA+ CONFIDENTIALITY UNDERTAKING

Between

EUROGIA +

A French Association incorporated under the laws of July 1st 1901

Having its registered office at Bureau Veritas Boulevard du Chateau 67/71 92200 Neuilly-sur-Seine.

Represented by its President

AND

Natural Person

Full name / Address

PREAMBLE

- A) Whereas a five-year R&D program has been set up on an efficient production and use of energy sources and a rapid migration towards the hydrogen economy following the EUROGIA+ labelling, EUROGIA+ being a cluster in the frame of EUREKA .
- B) Whereas the EUROGIA+ Association has been implemented for performing the EUROGIA+ cluster, the Association including a Board and a Technical Committee composed of representatives of the Board members and of Research institutes/Universities
- C) Whereas the Parties will, within the contemplated EUROGIA+ Association and as members of the Board and/or the Technical Committee, exchange confidential information or receive confidential information from third parties submitting proposals for R&D projects, the information being disclosed for the purpose of the evaluation and selection of the projects applying for the EUROGIA+ label (hereinafter referred to as the "Purpose"), and the Parties intend to define the conditions under which the Confidential Information shall be treated.

Confidential Information shall mean:

- any type of information, whether oral or written and whatever its form and medium that a Party or as the case may be third parties disclose(s), whether directly or indirectly, to another Party relating to the evaluation and selection of the projects applying for the EUROGIA+ label.
- any information relating to this Agreement.

Confidential Information may be disclosed in any form such as written, oral, on a magnetic support or by direct vision and need not be marked "confidential" by the Disclosing Party to fall within the coverage of this Agreement.

- D) Whereas the Parties are hereinafter referred to as the "Receiving Parties" or respectively the "Disclosing Parties" when they receive or respectively disclose certain Confidential Information as described in paragraph C above.

NOW, THEREFORE, EACH PARTY HERETO AGREES AS FOLLOWS:

1) **PROTECTION OF CONFIDENTIAL INFORMATION**

1.1 Each Receiving party agrees:

- a) except in accordance with the Disclosing party's express written consent, not to disclose Confidential Information to any third person, not to allow, nor to facilitate the disclosure, publication or the diffusion of such Confidential Information, and not to use Confidential Information for any purpose other than the Purpose. The Term "third person" does not include any Affiliated Company of the Receiving party;
- b) that the Confidential Information will be received only by the members of the Board and the Technical Committee and any other person designated hereto by the Board,
- c) to disclose the Confidential Information exclusively to the members of the Board and the Technical Committee and any other person designated by the Board who have a need to know the Confidential Information solely for the Purpose, and who are bound by the terms of this Agreement or are already bound by confidentiality obligations substantially similar to those set forth in this Agreement,
- d) to ensure that a standard of strict confidentiality is applied by it aimed at preventing any disclosure of such Confidential Information to unauthorized third persons, and to take all steps and procedures that are at least the equivalent of those utilized with respect to its own confidential information, but in no event less than reasonable care.
- e) not to make any copy or reproduction of the Confidential Information, except those that are strictly necessary to carry out the Purpose. Any and all copies made according to the aforementioned sentence shall be marked or designated "confidential".
- f) to return or destroy the Confidential Information received in any tangible form upon the first written request of the Disclosing Party and to retain no copies or reproductions in whatever form. The Receiving Party shall confirm that destruction to the Requesting Party in writing. Ownership in all documents and/or other physical records or materials exchanged pursuant to this Agreement shall remain with the Disclosing Party.

If the Receiving Party is required by law (pursuant to legal proceedings, subpoena, or other similar process) to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing and cooperate with the Disclosing Party so the Disclosing Party may seek a protective order or other appropriate remedy.

It shall be at the discretion of the Disclosing Party as to which of its information may be disclosed under this Agreement.

2) **EXCEPTIONS**

Each Receiving party shall not be obliged to treat information as Confidential Information if such information:

- 2.1 was legally in its possession without any obligation of confidentiality, before disclosure by the Disclosing party;
- 2.2 was or falls into the public domain, other than by breach of this Undertaking;
- 2.3 is disclosed to the Receiving party without any restriction regarding confidentiality from a source not under the Disclosing party's control, and without any violation of confidentiality obligation under this Undertaking;

- 2.4 is independently developed by employees of the Receiving party who have not received the Confidential Information;

The Party invoking one of these exceptions shall have the burden of proving that such exception is acceptable.

The Receiving Party shall not be relieved of its obligations of confidentiality because any Confidential Information is embraced by more general information that falls within any one or more of the above mentioned exceptions, nor shall any combination of items of Confidential Information be deemed to be within the exceptions merely because individual items of information are within such exceptions.

3) LIABILITY; NO FURTHER OBLIGATION OR LICENSE

- 3.1 Neither Party makes any representation or warranty concerning the accuracy nor completeness of any information disclosed, directly or indirectly, and shall not be liable for any loss or damage arising from the use of Confidential Information by the other Party.

- 3.2 Disclosure of Confidential Information pursuant to this Undertaking in no case shall be construed as granting to the Receiving party, expressly or implicitly, any license, proprietary right, title or interest whatsoever with respect to the Confidential Information.

4) TRANSFER OF RIGHTS

Neither Party may assign any of its rights or delegate any of its obligations under this Agreement except with the prior written consent of the other Party.

5) DURATION

- 5.1 This Undertaking shall enter into force with effect as of ***[date of signature of this agreement]*** and shall remain valid until 1st July 2013 unless otherwise superseded in writing.
- 5.2 Notwithstanding termination or expiration of this Undertaking, the restrictions with respect to the use and disclosure of the Confidential Information set forth in Section 1 shall remain in force and shall be binding upon each Receiving party until five years after the date of its first disclosure to it by the relevant Disclosing party.

6) GOVERNING LAW AND COMPETENT JURISDICTION

THIS UNDERTAKING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE.

In case of any dispute or difference between the Parties arising out of or in connection with this Undertaking, the Parties shall first endeavour to settle it amicably.

Any dispute that cannot be settled in that way shall be of the sole and exclusive jurisdiction of the *Tribunal de Grande Instance de Nanterre (Département des Hauts de Seine - France)*.

THIS UNDERTAKING is concluded, respectively declared, in the English language. In any case of translation into other languages the English language shall prevail.

7) GENERAL PROVISIONS

- 7.1 This Undertaking constitutes the entire Undertaking of the Parties hereto with respect to the Confidential Information exchanged or received pursuant to the Purpose; it cancels and supersedes all prior or contemporaneous understandings and undertakings of the Party whether written or oral relating to the same matter.
- 7.2 This Undertaking shall not be amended nor modified, except by a written document signed by authorized representatives of the Parties.
- 7.3 This Agreement is binding upon the Parties and their successors and any permitted assigns.
- 7.4 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

In witness hereof, the parties here to have executed this Agreement as of the Effective Date.

READ, UNDERSTOOD AND AGREED BY:

EUROGIA +

Represented by _____

Date:

Signature:

Natural Person

Name and title:

Date:

Signature: