



**MEMORANDUM OF UNDERSTANDING
ON
ACADEMIC AND SCIENTIFIC COOPERATION**

between

**Universidad Politécnica de Madrid
Represented by Chancellor, Guillermo Cisneros Pérez
Hereinafter referred to as "UPM"**

and

THE ITER INTERNATIONAL FUSION ENERGY ORGANIZATION

**Represented by Director-General, Bernard Bigot
Hereinafter referred to as "the ITER Organization"**

Hereinafter referred to collectively as "the Parties" and individually as the "Party"

WHEREAS UPM carries out a research program in nuclear fusion and is a university in Spain, a Member State of the European Atomic Energy Community EURATOM;

WHEREAS EURATOM is a founding Member of the ITER Organization;

WHEREAS the Purpose of the ITER Organization shall be to provide for and promote cooperation among its Members on the ITER Project, an international project that aims to demonstrate the scientific and technological feasibility of fusion energy for peaceful purposes, an essential feature of which would be achieving sustained fusion power generation;

WHEREAS at its fifth meeting on 18 and 19 November 2009, the ITER Council endorsed the proposal from the ITER Director-General for the Policies of the ITER Organization concerning Cooperation with Research Institutes, Laboratories and other Institutions of the Members of the ITER Organization;

WHEREAS cooperation with institutions of the Members is considered an essential element in support of the future joint exploitation of the ITER facilities under the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (hereafter referred to as "the ITER Agreement");

WHEREAS in the preamble of the ITER Agreement, the Parties to the ITER Agreement determined *"that the ITER Project's overall programmatic objective will be pursued by the ITER International Fusion Energy Organization through a common international research programme organized around scientific and technological goals, developed and executed with participation of leading researchers from all Parties"*;

WHEREAS the ITER Organization, in accordance with its functions as set out in Article 3 paragraph 1 (b) of the ITER Agreement, shall *"encourage the exploitation of the ITER facilities by the laboratories, other institutions and personnel participating in the fusion energy research and development programmes of the Members"*;

CONSIDERING that under the above mentioned policies, cooperative research activities may be implemented in an administratively simple way in order to facilitate an efficient and quick implementation of such activities;

Considering that the ITER Organization and UPM have recognized the mutual benefits that could be obtained from academic and scientific cooperation;

The Parties have agreed to cooperate with each other as follows:

Article 1 - PURPOSE

Universidad Politecnica de Madrid (UPM) and the ITER Organization agree on the importance of promoting and furthering academic and scientific cooperation between the Parties. In this respect, the purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to promote co-operation and exchange in all academic and scientific fields of mutual interest and to advance the training of young researchers.

Article 2 - SCOPE & TYPES OF ACTIVITY

Article 2.1

The Parties agree on conducting proactive exploration of co-operation, subject to the Export Control laws and regulations of each Party and in compliance with the ITER Agreement and its Annex on Information and Intellectual Property, in the following fields:

- Advanced data acquisition and processing applications using FPGAs, GPUS and DSPs
- Image processing techniques for real time applications.
- Distribute control systems and in particular EPICS.
- Electronic embedded control systems

and in other fields which are to the interest of both parties.

By mutual agreement of the Parties and in compliance with article 3, other fields may be added as deemed appropriate or deleted as interests may change.

Article 2.2

The scope and types of activities under this MoU shall depend on the funds respectively available to each Party for the types of co-operation undertaken. All arrangements concerning expenses and finance will be provided for in the program agreements defined in Article 5.

Article 2.3

The Parties agree to actively seek sources of funding in order to support the co-operation covered by this MoU.

Article 3 - PEACEFUL PURPOSES

The Parties shall use the results of their cooperation for peaceful purposes only.

Article 4 - INFORMATION AND INTELLECTUAL PROPERTY

All information and intellectual property generated in the framework of this MoU shall be subject to the provisions of Article 10 of the ITER Agreement and its Annex on Information and Intellectual Property.

Article 5 - NOTIFICATION OF OPPORTUNITIES FOR COOPERATION

In accordance with standard procedures and regulations governing the Parties, each Party shall make its best efforts under this MoU to notify each other about possibilities of collaborative activities for the mutual benefit of the Parties.

This MoU shall be identified as the parent document of any program agreement executed between the Parties implementing co-operation in the fields mentioned in Article 2.1. The implementation of collaborative activities mentioned in this MoU is subject to the conclusion of written specific agreements by the Parties. The specific agreements shall cover the scope of activities defined in Article 2 above. They shall include all detailed provisions for carrying out the concerned activity and define such matters as: technical scope, contribution of each Party, conditions of staff attachment, schedule, financial provisions and specific provisions concerning intellectual property rights and rights of use.

Article 6 - COORDINATION COMMITTEE

The Parties shall establish a coordination committee which shall meet annually alternatively in the Headquarters of the Parties, if the scope of the activities requires a meeting and upon request of a Party. The meeting shall be chaired by the receiving Party.

Each Party shall appoint an equal number of representatives.

Article 7 - CONFIDENTIALITY

The Parties undertake to hold in confidence and not to copy or use for other purposes than to satisfy the implementation of this MoU or divulge to third parties any know-how, information or documents received from the other Party for the implementation of this MoU, and designated as "confidential" (Confidential Information).

The Parties shall continue to be bound by this undertaking after the expiration or termination of this MoU.

Each Party shall vouch for the compliance of its personnel or suppliers with the confidentiality of such Confidential Information. Such information may not be given to persons other than those who are entitled to have access to it and with the authorization of the person responsible for the implementation of this MoU.

Should a Party have knowledge of any incident that suggests there has been an infringement of the confidentiality obligation, it shall inform the other Party of it forthwith.

It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Confidential Information under this MoU by one Party to the other Party shall not be construed as granting to the receiving Party any rights whether expressed or implied by licence or otherwise on the matters,

inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secret rights.

Article 8 - AMENDMENT

Any amendment or modification to this MoU shall be made upon mutual written consent of duly authorized representatives of the Parties.

Article 9 - NOTICES

Article 9.1

Any notice required to be delivered hereunder shall be sent to the Parties at the following respective addresses:

(i) If to the Universidad Politecnica de Madrid: Universidad Politécnica de Madrid
Ctra. Valencia Km-7
Madrid 28031
Spain
Att: Mariano Ruiz
Email: mariano.ruiz@upm.es
Professor

(ii) If to the ITER Organization: ITER Organization
Route de Vinon-sur-Verdon,
CS 90 046 - 13067
St Paul Lez Durance Cedex, France
Facsimile: +33 442 17 65 00
Email: David.Campbell@iter.org
Attention to: Mr David Campbell
Head of Science and Operations Department

Article 9.2

Every notice or communication sent to a party shall be considered to have been received upon actual receipt.

Article 9.3

Either party may substitute or change its address by written notice to the other party.

Article 10 – PRIVILEGES AND IMMUNITIES

This MoU shall not constitute a renunciation on the part of the ITER Organization to its privileges and immunities pursuant to the ITER Agreement on privileges and immunities of 21 November 2006.

Article 11 - SETTLEMENT OF DISPUTES

Any issue arising among the Parties out of or in connection with this MoU shall be settled by consultation, mediation or other procedures to be agreed.

Article 12 - ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU shall enter into force on the date that the last Party has signed and shall be valid for five (5) years. It may be renewed for another period of five (5) years upon mutual consent of the Parties before the expiration date.

This MoU may be terminated at any time by either Party upon 90 days prior notice given to the other Party.

IN WITNESS WHEREOF, the Parties have agreed to the terms set forth above.

Done in two originals in English

For and on behalf of:

Universidad Politécnica de Madrid



Dr. Guillermo Cisneros Pérez
Chancellor



Date: 02/03/2017

Place: Madrid

For and on behalf of:

ITER International Fusion Energy
Organization



Bernard Bigot
Director-General

Date: 26/1/2017

Place: St Paul des Eaux