



IAEA

Atoms For Peace

الوكالة الدولية للطاقة الذرية

国际原子能机构

International Atomic Energy Agency

Agence internationale de l'énergie atomique

Международное агентство по атомной энергии

Organismo Internacional de Energia Atómica

Vienna International Centre, P.O. Box 100, A-1400 Vienna, Austria

Phone: (+43 1) 2600 Fax: (+43 1) 26007

E-mail: Official.Mail@iaea.org Internet: <http://www.iaea.org>

IAEA Research Agreement No: 22772/R0

Research Agreement

This Research Agreement ("Agreement") is entered into between the International Atomic Energy Agency (hereinafter referred to as the "IAEA"), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and the Saint Petersburg State University (SPbU) (hereinafter referred to as the "Institute") whose address is:

Saint Petersburg State University (SPbU)
Universitetskaya nab., 7/9,
St. Petersburg, 19034, Russian Federation

Hereinafter, the IAEA and the Institute will also be referred to individually as a "Party" and collectively as the "Parties".

Whereas, the IAEA, in the implementation of its statutory function of encouraging and assisting research on, and development of practical application of atomic energy for peaceful uses throughout the world, desires to extend the opportunity of participating in Coordinated Research Projects to research institutes in Member States, in order to assist in broadening the contact between the personnel of such institutes having similar interests and to offer these institutes scientific consultation and support;

Whereas, the Institute desires to participate in the Coordinated Research Project referred to in this Research Agreement (the "Agreement");

Now, therefore the Parties hereby agree as follows:

Article 1 Scope of the Research Project

a) The Institute shall undertake a Research Project entitled 'Microwave Preionization in Tokamaks' (hereinafter referred to as the "Research Project") which forms part of the IAEA Coordinated Research Project 'F13019' entitled 'Network of Small and Medium Size Magnetic Confinement Fusion Devices for Fusion Research' (hereinafter referred to as the "CRP").

b) The Chief Scientific Investigator shall be Mr Timofeev, Nikolai.

c) The programme of the work to be performed under this Research Project shall be:

Preliminary studies on all pre-ionization options will be performed on the GUTTA tokamak. The

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results will be analyzed for the selection of equipment for the T-10 and T-15 installations. Required microwave generators will be prepared. All versions of pre-ionization will be tested at T-10 and T-15 installations. The optimal variant of pre-ionization for the T-15 tokamak is chosen.

The programme of work may be further detailed by exchange of letters between the Parties.

Article 2

Duration of the Research Project

The Research Project shall commence on the date of the last signature by the duly authorized representatives of the Parties and shall continue until 06 May 2022. It may be extended for further periods through mutual written agreement of the Parties.

Article 3

Exchange of Information

The IAEA shall include the Institute in any reciprocal exchanges of information arranged by the IAEA among the institutes participating in the CRP, and shall invite it to participate in any meetings convened by the IAEA for institutes participating in that project.

Article 4

Reporting

The Institute agrees to submit a Report, in the English language, to the IAEA of the work relating to the CRP for presentation at each Research Coordination Meeting held under the CRP and to assist other participants in the CRP when necessary.

Article 5

Publications

a) The Institute agrees that the IAEA may, while giving due recognition to the author(s), publish in the original language and other languages and make freely available, the reports to be submitted by the Institute to the IAEA further to Article 4 ("Reporting") above. In order for the results arising out of this Research Project to be made available for the development and practical application of atomic energy for peaceful purposes throughout the world, the Parties agree to cooperate in the prompt and extensive publication of such reports.

b) In publishing any results of this Research Project, the Institute and its staff shall indicate that the Research Project was part of the CRP carried out under the sponsorship of the IAEA.

Article 6

Assignment

The Institute shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof or of any of the Institute's rights, claims, liabilities or obligations under this Agreement except with the prior written authorization of the IAEA.

Article 7

Indemnification

The Institute shall indemnify, hold and save harmless and defend, at its own expense, the IAEA, its officials, agents and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of: (i) acts or omissions of the Institute or its employees in the performance of this Agreement, including claims and liability in the nature of workmen's compensation claims; and (ii) claims arising out of the unauthorized use of patented

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inventions or devices, copyrighted material or other intellectual property provided by the Institute under this Agreement.

Article 8

Use of name, emblem or official seal of the IAEA

Except as provided in Article 5(b) above, the Institute shall not advertise or otherwise make public the fact of its relationship with the IAEA. Furthermore, the Institute shall, in no other manner whatsoever use the name, emblem or official seal of the IAEA or any abbreviation of the name of the IAEA in connection with its business or otherwise.

Article 9

Officials Not to Benefit

The Institute warrants that it has not and shall not offer any direct or indirect benefit arising from this Agreement to any official of the IAEA or consultants under an IAEA contract. The Institute agrees that a breach of this provision is a breach of an essential term of this Agreement.

Article 10

Status of Institute

The Institute shall have and maintain the legal status of an independent Contractor. The personnel of the Institute shall not be entitled to act as agents of the IAEA.

Article 11

Privileges and Immunities

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

Article 12

Force Majeure

a) Force majeure as used in this Article shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, industrial and/or civil disturbances, formal orders of local courts and authorities or any other act of a similar nature or force, provided that such acts arise from causes beyond the control of a Party and without the fault or negligence of that Party.

b) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Institute shall give notice and full particulars in writing to the IAEA of such occurrence or change if the Institute is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Institute shall also notify the IAEA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, the IAEA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Institute of a reasonable extension of time in which to perform its obligations under this Agreement.

c) If the Institute is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, the IAEA shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 17 ("Termination"), except that the period of notice shall be seven (7) days instead of thirty days.

Article 13 Survival

The obligations set forth in Article 5 ("Publications"), Article 11 ("Privileges and Immunities"), and Article 14 ("Settlement of Disputes") of this Agreement shall not cease upon termination or expiry of this Agreement.

Article 14 Settlement of Disputes

All disputes arising out of or relating to interpretation or implementation of this Agreement, which cannot be amicable settled by the Parties, shall be referred by either Party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The language of arbitration shall be English. The decisions of the arbitrator shall be final and binding on the Parties.

Article 15 Entry into Force and Duration

This Agreement shall enter into force on the date of the last signature by the duly authorized representatives of the Parties and remain in force until the Parties have discharged their obligations hereunder, unless terminated earlier pursuant to the terms of this Agreement.

Article 16 Amendment

No modification of, or changes to, this Agreement, or waiver, either expressed or implied, of any of its provisions shall be valid unless made in writing and approved by the duly authorized representatives of the Parties.

Article 17 Termination

Either Party may terminate this Agreement, in whole or in part, upon thirty (30) days' prior written notice to the other Party. Where notice of termination is given, the Institute shall, as appropriate, take immediate steps to bring the work and services under this Agreement to a close in a prompt and orderly manner.

For the IAEA:



Date: 06.08.2018.

For the Institute:



Marina Lavrikova
Acting Vice-Rector for International Affairs
Saint-Petersburg State University

Date: