



VTT TECHNICAL RESEARCH CENTRE
OF FINLAND



УНИВЕРСИТЕТ ЗА НАЦИОНАЛНО И
СВЕТОВНО СТОПАНСТВО

MEMORANDUM OF UNDERSTANDING

29 October, 2020

This Memorandum of Understanding (hereinafter “Agreement”) is made by and between

VTT Technical Research Centre of Finland Ltd (hereinafter “VTT”), having its registered office at Vuorimiehentie 3, Espoo, P.O. Box 1000, FI-02044 VTT, Finland (Business ID 2647375-4),

and

National Nuclear Security Support Center, Department ‘National and Regional Security’-UNWE, (hereinafter “NSSC”, Address: 1700 Sofia, Students Town, UNWE, Bulgaria. Tel: +359 2 8195 211; Fax: +359 2 962 39 03 PBX +359 2 8195.

hereinafter “Party” or “Parties”

1 AIM OF CO-OPERATION

- 1.1 The Parties intend to enter into co-operation with the purpose of developing academic and research opportunities in safe radioactive waste management.
- 1.2 The Parties intend to formalize the co-operation and related terms by concluding an agreement stating the detailed terms and contents of the intended co-operation.
- 1.3 This Agreement does not, in and of itself, obligate either Party to any financial expenditures or to enter into any subsequent agreements, and the Parties may end their co-operation under this Agreement at any time. Such obligations, if any, will be made as part of specific contracts. This Agreement is not binding with the exception of the section 2 (Confidentiality).
- 1.4 Furthermore, the Parties agree that neither Party shall have the right to make any binding offers, other agreements or commitments in the name of or on behalf of the other Party.

2 CONFIDENTIALITY

- 2.1 Each Party shall keep the Confidential Information disclosed or communicated to it, directly or indirectly, in strict confidence. The Party shall not use the Confidential Information for any other purpose than for the carrying out of its obligations under this Agreement. The receiving Party shall not copy, reproduce or disclose to third party in whole or in part any of the Confidential Information without written permission of the disclosing Party.

- 2.2 For the purposes of this Agreement "Confidential Information" shall mean all information (including but not limited to any knowledge, trade secrets, scientific material, data, drawings, samples, specifications, devices, demonstrations, information concerning the structure, design and code of software, know-how and other materials of whatever description whether or not subject to or protected by copyright, patent, trademark, registered or unregistered or otherwise) disclosed or communicated by or on behalf of one Party ("disclosing Party") to the other Party ("receiving Party") in writing, orally or in electric form or by observation.
- 2.3 No right or licence is granted by the disclosing Party to the receiving Party in relation to the Confidential Information except as expressly set forth in this Agreement. The Parties may at any time decline to give Confidential Information to the other Party without stating a specific reason.
- 2.4 The obligation for confidentiality shall not apply to the Confidential Information which:
- a) was at the time of receipt published or otherwise generally available to the public;
 - b) has after receipt by the receiving Party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party;
 - c) was already in the possession of the receiving Party at the time of receipt without any restriction on disclosure;
 - d) was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing Party; or
 - e) was developed independently by the receiving Party without any use of disclosing Party's Confidential Information; or
 - f) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order.
- 2.5 Upon the disclosing Party's request, the receiving Party shall return all Confidential Information and any copies thereof without undue delay to the disclosing Party, or destroy the same, except for a single copy kept solely for archival purposes or any backup copies made automatically provided that such copies are kept confidential in accordance with this Agreement for as long as such copies are retained.
- 2.6 The receiving Party shall have a right to disclose Confidential Information to its employees only to the extent necessary for the purposes of this Agreement. The receiving Party shall ensure that each of its employees having access to the Confidential Information of the disclosing Party are advised of and complies with the terms and provisions of this Agreement. Each Party shall remain responsible for the actions and omissions of its employees.
- 2.7 All Confidential Information is provided on an "AS IS" basis, without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness, performance, fitness for a particular purpose, non-infringement of third party rights, or otherwise, and the receiving Party agrees that the disclosing Party shall have no liability whatsoever resulting from receiving Party's use of Confidential Information.
- 2.8 For the sake of clarity, a Party is not allowed to make public statements based on this Agreement, unless separately agreed upon in writing with the other Party.

2.9 Further, it shall be noted that nothing in this Agreement shall affect ownership of any intellectual property rights.

3 TERM AND TERMINATION

3.1 This Agreement shall be in force for a period of five (5) years from the date of the last signing unless either Party terminates sooner by notifying the other Party with a 30-day prior written notice. The Parties may extend the validity of this Agreement beyond five years by mutual written consent.

3.2 The obligations on confidentiality set forth in this Agreement shall terminate on the expiration of five (5) years after the termination of this Agreement.

4 APPLICABLE LAW AND DISPUTE RESOLUTION

4.1 This Agreement shall be governed by and construed under the laws of Belgium (excluding its principles on conflict of laws).

4.2 In case of dispute or difference of opinion between the Parties arising out of or in connection with this Agreement, the Parties shall first endeavor to settle it amicably. Any dispute, controversy or claim arising out of or relating to this Agreement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce. The venue of the arbitration shall be Brussels, Belgium. All proceedings shall be in the English language.

5 MISCELLANEOUS

5.1 Each Party shall bear their own costs in relation to their activities under this Agreement, unless agreed otherwise in writing between the Parties concerning separate and specific actions, projects or the like.

5.2 This Agreement has been made in identical English and Bulgarian versions. In case of any conflict between the language versions, the English version shall prevail.

6 CONTACTS

The primary contact persons of the Parties in activities and communication under this Agreement shall be the following:

Erika Holt, VTT Customer Account Lead
E-mail: erika.holt@vtt.fi

Assoc. Prof. Svetoslav Spassov, PhD
E-mail: sspassov@unwe.bg

SIGNATURES

Place: _____

Place: Sofia

Date: _____

Date: 29 October 2020

VTT

UNWE



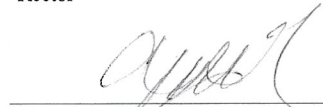
Erja Turunen
Executive Vice President



Prof. Dr. Dimitar Dimitrov
Rector



Tommi Nyman
Vice President, Nuclear Energy



Assoc. Prof. Svetoslav Spassov, PhD
Director of Nuclear Security Support Centre