



HiPER+ Collaboration Agreement

Preamble

This Collaboration Agreement (CA) is drawn up between the individuals below, hereinafter, collectively referred to as "Parties" or individually as "Party". This CA is drawn up in English, and that language will govern all documents, notices and meetings relating to it.

On the basis of common goals towards the HiPER+ project and the great potential for fruitful scientific cooperation, the Parties recognize the benefits to be derived from partnership, cooperation and mutual contribution in areas of common interest. To this end, the Parties understand the conclusion and signature of this Agreement as a tool to form a HiPER+ association to pursue common objectives, and as a springboard for broader interdisciplinary cooperation, dialogue, and interaction between them.

1. Purpose - Objectives

The purpose of this HiPER+ CA is to set out the framework in which the Parties wish to cooperate in the future for the HiPER+ project, with the aim to build a high-gain Laser-Fusion European program following the experience of the HiPER project.

HiPER+ is aiming to explore the feasibility of laser driven fusion as a future energy source whilst supporting a broad base of high-power laser interaction science. HiPER+ includes the proposal for the construction of a laser infrastructure in Europe for the demonstration of a reactor-level fusion energy gain at low re-rate as well as the development of laser technology at reactor level performance.

This CA aims at jointly promoting scientific cooperation, research and education between the Parties, in the context of their respective strategies and objectives, and to develop an alliance strategy, with an emphasis on innovation and networking.

2. Scope

The Parties undertake to cooperate, coordinate and mutually support each other's activities in the following areas:

- the pursuit of the realization of the HiPER+ project including preparation of the technical R&D project aiming at entering the ESFRI (European Strategy Forum for Research Infrastructures),
- the joint preparation and submission of proposals to competitive research and development programmes, and the cooperation, participation and/or implementation thereof,
- the exchange of information and research data, and the joint publication, promotion and dissemination of scientific results,
- the joint pursuit and development of collaborations with relevant Research Institutes and Laboratories, Research Centres, University Institutions and Private Companies with the aim of creating an extensive network of collaborations,
- encouraging the partnership and collaboration of projects involving members of the user communities connected with each Party,



- the production of knowledge that can be transformed into services and products and can be exploited by public and private bodies,
- the joint undertaking of training and development projects and studies by other public or private bodies,
- the publication of original scientific works relevant to the subjects each Party serves, or to those on which Parties jointly choose to focus.
- the organisation, of joint scientific and academic events, such as, for example, domestic and international scientific workshops, seminars/lectures, exhibitions, summer school symposia, conferences to promote the principles and values of their fields of interest.

3. Obligations and Rights of the Parties

The Parties undertake the following mutual obligations towards each other, while recognising the rights deriving therefrom. In particular, they undertake:

- to plan and carry out their joint activities as partners,
- to pursue joint scientific actions with partners,
- to exchange know-how and information for the benefit of the project,

4. Coordination

In order to better serve the purposes of this agreement, to facilitate planning and coordination of actions and meetings, and to disseminate information between the Parties, the HiPER+ initiation team consisting of the individual members alphabetically listed below will assume the role of a provisional Coordinating Committee:

Stefano Atzeni, Dimitri Batani, Fabrizio Consoli, Colin Danson, Leonida Antonio Gizzi, Thomas Kuel, Jean-Luc Miquel, Sebastien Le Pape, Jose Manuel Perlado, Robbie Scott, Daniele Margarone, Michael Tatarakis, Vladimir Tikhonchuk, Luca Volpe

This Committee can be changed or rotated by the common decision of participating parties.

The Coordinating Committee will not have any authority to act or to make any legally binding commitment on behalf of any Party.

5. Confidentiality

The Parties agree that there is no intention to disclose confidential or proprietary information of the Parties to third parties under this agreement, and if deemed necessary, prior consultation and joint consent will be obtained. In addition, if a Party wishes to disclose to some other Party information that it considers confidential or proprietary, then the Parties will enter into a written non-disclosure agreement. The above shall not apply for disclosure or use of confidential Information that becomes publicly available by means other than a breach of the Parties' confidentiality obligations, or if the disclosing Party informs the Party or Parties that the information is no longer confidential.

6. Costs

Each Party will be responsible for its own expenses in connection with all matters relating to the cooperative activities under this agreement.

Nothing contained in this agreement is to be construed as constituting or organising the sharing of profits or losses between any of the Parties.

7. Intellectual property

This agreement does not affect the ownership of any intellectual property (patents, technology, design, work, invention, software, data, technique, know-how, or materials). No license to use any intellectual property is granted or implied by this agreement except the rights explicitly granted by any Party. The management of intellectual property rights developed from the joint activities of the Parties will be determined between the Parties through mutual consultation on an equal basis, and through the signing of written agreements, as appropriate.

8. Duration – Termination

This CA shall remain in effect for five (5) years from the date of its signing. Its duration may be modified or extended with the consent of all Parties. If a Party wishes to withdraw from, or terminate its participation in this agreement, can do so upon three (3) months' written notice to the Coordination Committee. This will not affect the validity of the present CA for the rest of the Parties, nor any amendment will be necessary.

9. Amendments



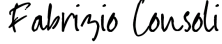



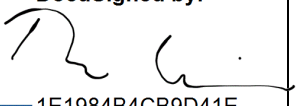
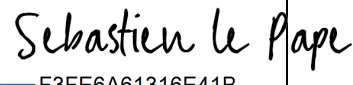
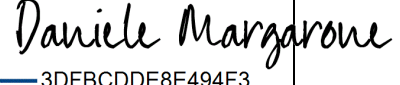






If any provision of this CA proves to be invalid or incapable of fulfilment, or subsequently becomes invalid or incapable of fulfilment, this will not affect the validity of the remaining provisions of this CA. In that case, the Parties will attempt to agree a valid and practicable provision which most closely fulfils the purpose of the invalid or impracticable provision. Any amendment or change to this CA will be valid only if made in writing and signed by each of the Parties.

10. General Provisions

- The cooperation of the Parties may include any other academic activity of mutual benefit jointly agreed upon by the Parties. The terms of cooperation will be mutually reviewed and approved by the Parties involved and, where appropriate, may be subject to specific agreements.
- The Parties understand that no formal legal relationship/commitment between them arises hereunder. If the Parties later agree to participate jointly in specific projects with legally binding obligations, they will jointly determine their contributions, deliverables and budgets in accordance with the terms of the projects.
- No Party may, without the prior written consent of all of the other Parties, partially or totally assign or otherwise transfer any of its rights and obligations under this Agreement.

This CA may be executed in any number of counterparts, each which will be deemed an original, but all of which will constitute one and the same instrument. The Coordination Committee will retain the copy containing the original signatures of each Party and will send copies to each Party. By signing, the Parties confirm that they agree to the terms of the agreement and are bound by them throughout its duration.

Madrid May 16th, 2023

<p>Dimitri Batani¹</p> <p>DocuSigned by:  C2AEFA011ED54B0...</p>	<p>Arnaud Colaitis¹</p> <p>DocuSigned by:  99E29A2DE2B146E...</p>	<p>Fabrizio Consoli²</p> <p>DocuSigned by:  F265FFD0500E40C...</p>
<p>C.N. Danson^{3,4}</p> <p>DocuSigned by:  3F3B206F107D4B4...</p>	<p>L. A. Gizzi⁵</p> <p>DocuSigned by:  ACABAB3F3EAB4BE...</p>	<p>Javier Honrubia⁶</p> <p>DocuSigned by:  D385B984C33B4E6...</p>
<p>Thomas Kuehl⁷</p> <p>DocuSigned by:  1E1984B4CB9D41E...</p>	<p>Sébastien Le Pape⁸</p> <p>DocuSigned by:  F3FE6A61316E41B...</p>	<p>Daniele Margarone⁹</p> <p>DocuSigned by:  3DFBCDDE8E494F3...</p>
<p>Jean-Luc. Miquel¹⁰</p> <p>DocuSigned by:  481CF474F550462...</p>	<p>Jose Manuel Perlado¹¹</p> <p>DocuSigned by:  AAF06A541A2E4E9...</p>	<p>Robbie H.H. Scott¹²</p> <p>DocuSigned by:  9C6C78B3E2CC422...</p>
<p>Michael. Tatarakis^{13,14}</p> <p>DocuSigned by:  8C02BBBC11954F1...</p>	<p>Vladimir Tikhonchuk^{1,13}</p> <p>DocuSigned by:  DD002274E984433...</p>	<p>Luca Volpe^{6,17}</p> <p>DocuSigned by:  41A34AD65D00459...</p>

¹CELIA, Université de Bordeaux–CNRS–CEA, UMR 5107, 33405 Talence, France

²ENEA, Fusion and Technologies for Nuclear Safety and Security Department, C.R. Frascati, 00044 Frascati, Italy.

³AWE, Aldermaston, Reading RG7 4PR, UK

⁴Centre for Inertial Fusion Studies, Blackett Laboratory, Imperial College London, London SW7 2AZ, UK

⁵Istituto Nazionale di Ottica, Consiglio Nazionale delle Ricerche, 56125 Pisa, Italy

⁶ETSIAE Universidad Politecnica de Madrid, 28006 Madrid, Spain

⁷GSI-Helmholtzzentrum fÅNur Schwerionenforschung GmbH,

⁸LULI - CNRS, Ecole Polytechnique, Palaiseau cedex, France

⁹ELI Beamlines Facility, The Extreme Light Infrastructure ERIC, Dolni Brezany, Czech Republic

¹⁰Association Lasers and Plasmas, 33114 Le Barp, France and CEA/DAM Île de France 91297 Arpajon Cedex, France

¹¹Instituto Fusión Nuclear “Guillermo Velarde” Universidad Politecnica, 28006 Madrid, Spain

¹²Central Laser Facility, STFC Rutherford Appleton Lab, Harwell Oxford, Oxfordshire OX11 0QX, United Kingdom

¹³Institute of Plasma Physics and Lasers, Hellenic Mediterranean University Centre of Research & Innovation, 74100 Rethymno, Greece

¹⁴Department of Electronic Engineering, Hellenic Mediterranean University, 73133 Chania, Greece

¹⁵Centro de Laseres Pulsados (CLPU), Parque Cientifico, E-37185 Villamayor, Salamanca, Spain

