
SUB-AWARD AGREEMENT

This Sub-award agreement ("**Agreement**") is made

BY AND BETWEEN

- (1) **EDF** , a limited company registered under French law, at the Paris Trade Register under number B 552 081 317, whose head office is located at 22-30 AVENUE DE WAGRAM 22-30, 75008 PARIS, FRANCE,

Hereinafter "**EDF**",

- (2) **[PARTY 1], [LIMITED] OR [PLC]**, [a company registered in [Country] under number [insert number], whose registered office is at [insert address of registered office] **OR** [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office],

Hereinafter "**Sub-awardee**",

EDF and the Sub-Awardee each a "**Party**" and collectively the "**Parties**".

Table des matières

RECITALS.....	4
1. THE AGREEMENT.....	4
1.1 Scope of the agreement.....	4
1.2 Conditions precedent.....	4
1.3 The OFFERR Grant agreement.....	5
2. DURATION OF THE AGREEMENT.....	5
3. SUB-AWARDEE'S OBLIGATIONS.....	5
3.1 Action tasks allocated.....	5
3.2 Good faith and obligation to cooperate.....	6
3.3 Change affecting the performance of the Agreement.....	6
3.4 Duty to ensure accuracy.....	6
4. EDF'S OBLIGATIONS.....	6
4.1 Duty to cooperate in good faith with the Sub-Awardee.....	6
4.2 Change affecting the Sub-project and the financial contribution.....	6
5. PAYMENT.....	7
5.1 Release of payment.....	7
5.2 Reimbursement.....	7
5.3 Withhold of payment by the Funding Authority.....	7
6. AUDITING AND REPORTING.....	8
6.1 Warranty of accuracy of information and data.....	8
6.2 Technical and financial reporting obligations.....	8
7. PUBLICATIONS.....	8
7.1 Due acknowledgment.....	8
7.2 Press Release.....	9
7.3 Intellectual Property.....	9
8. LIABILITIES.....	9
8.1 Liability of the Sub-Awardee.....	9
8.2 Proceedings directed against EDF.....	9
8.3 Limitation of liability.....	9
9. CONSEQUENCES OF NON-COMPLIANCE BY THE SUB-AWARDEE.....	10
10. EARLY TERMINATION OF THE AGREEMENT.....	10
10.1 Termination due to termination of the Grant Agreement.....	10
10.2 Termination for breach with immediate effect.....	10
10.3 No-fault termination.....	10
10.4 Reimbursement of costs incurred by the Sub-Awardee.....	11
10.5 Reporting obligations by Sub-Awardee.....	11
11. FORCE MAJEURE EVENT.....	11

11.1	Definition	11
11.2	Obligation to notify	12
11.3	Suspension of the Agreement	12
11.4	Force Majeure Event Lasting	12
12.	MISCELLANEOUS	12
12.1	Assignment and <i>intuitu personae</i>	12
12.2	Entire agreement	12
12.3	Amendments	12
12.4	Notices	13
12.5	Email: Authorised representatives	14
12.6	Modern Slavery, Anti-bribery and Anti-corruption	14
12.7	Data Protection	14
12.8	Governing law	14
12.9	Arbitration and Jurisdiction	14

DRAFT

RECITALS

- (A) EDF is a company established in Paris, France with the aim of producing low carbon energy.
- (B) The OFFERR project objective is to support the SNETP Association to establish an operational scheme facilitating access for R&D experts to key nuclear science infrastructures – hereinafter referred to as “User Facilities” – through the channelling of financial grants provided by the Euratom programme.

To reach this objective OFFERR created a European User Facility Network (EUFN) to be used by candidates to perform their experiment.

The total budget of OFFERR to support the R&D activities is 7,2 millions euros over 4 years using two kind of projects: fast track projects (short project with a max budget of 50k€) and complex projects (with a budget over 50k€).

The beneficiaries of the scheme will be, first, the User Facilities to be funded directly from the OFFERR project for their services provided to selected projects selected through OFFERR calls, and second, the research teams that have successfully applied through the calls and were allowed to use the User Facilities for their project purposes.

- (C) EDF (nominated “**Lead Coordinator**”), was appointed to carry out calls for proposals, selects projects proposals and monitor the results, pursuant to
 - (i) Grant Agreement n° 101060008 (“**GA**”) dated 09/06/2022 concluded with Euratom program, Horizon 2020 Department (“**Funding Authority**”) under the powers delegated by the European Commission and;
 - (ii) Consortium agreement dated 29/09/2022 (“**Consortium Agreement**”);herein referred to as the “**Grant Agreement**”.
- (D) The Sub-Awardee agrees to perform the Sub-project (as described in ANNEX 1) according to its specific objectives and the highest standards and practices applicable to EU project funding.
- (E) The Sub-Awardee warrants that it has the necessary skills and sufficient technical, financial and material capacity and resources to accomplish the given tasks and assignment.
- (F) NOW THEREFORE, the Parties hereby agree to collaborate as follows:

1. THE AGREEMENT

1.1 Scope of the agreement

The scope of this Agreement is to set out the rules, terms and principles according to which Subawardee, as third-Party involved to the Grant Agreement, will implement the Sub-project in accordance with the timetable and requested deliverables as established in ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL and will receive a financial contribution to such implementation.

1.2 Conditions precedent

The financial contribution specified in ANNEX TECHNICAL AND FINICIAL PROJECTPROPOSAL provided by EDF as a sub-funding agency is contingent upon the accomplishment of the Sub-project and the results of the Due Diligence process as set out in ANNEX TECHNICAL AND FINICIAL PROJECT PROPOSAL. The obligation of EDF to make the disbursement is subject to the condition precedent that EDF shall

not only have received the funding from the Funding Authority but also the following documents from the Sub-Awardee, in form and substance satisfactory to EDF:

- (i) An executed original of this Agreement;
- (ii) Minutes of meetings, and deliverables as agreement in ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL

The obligation of EDF to make the disbursement shall also be subject to the fulfilment, in form and substance satisfactory to EDF, or at the sole discretion of EDF the waiver, whether in whole or part and whether subject to conditions or unconditional, of the conditions that, on the date of the disbursement:

- The representations and warranties made or confirmed by the Sub-Awardee in this Agreement or any other document contemplated hereby shall be true.
 - Nothing shall have occurred which, in the reasonable opinion of EDF, might have a Material Adverse Effect. Material Adverse Effect shall mean a material adverse effect on:
 - the ability of the Sub-Awardee to perform or comply with any of its obligations under this Agreement;
 - the legality, validity, enforceability and binding nature of this Agreement or the legal rights, remedies; or
 - the Sub-Awardee's business, operations, property, financial condition, or prospects
- (i) EDF shall have received all necessary evidence as to the proposed utilisation of the proceeds of such disbursement as EDF may reasonably request.

1.3 The OFFERR Grant agreement

The Parties to this Agreement shall be bound by the conditions of the OFFERR Grant Agreement except when the total amount of the project proposal exceed 300k€. In this case all partners of such project will have to sign the OFFERR Grant agreement and an amendment must be done with the European Commission.

2. DURATION OF THE AGREEMENT

This Agreement will come into force once signed by both Parties and continue in full force and effect until the end of the sub-project according to the ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL

3. SUB-AWARDEE'S OBLIGATIONS

3.1 Action tasks allocated

The Sub-Awardee shall accomplish the action tasks allocated to it under ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL (hereafter referred to as the "Action tasks").

The Sub-Awardee shall provide the human resources, materials, facilities and equipment to accomplish the tasks that are designated as its responsibility in ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL.

Any concerns, whether they are hypothetical or real, about a change affecting the resources shall immediately be addressed to EDF.

3.2 Good faith and obligation to cooperate

The Sub-Awardee agrees and shall cooperate in good faith with EDF and all stakeholders with whom EDF has dealings within the course of the implementation of the OFFERR project.

In particular, the Sub-Awardee shall co-operate with EDF and the above-mentioned stakeholders:

- a) to ensure the efficient management, in accordance with practices prescribed by ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL of the Sub-project
- b) to provide EDF with all the information necessary for EDF to understand and to accomplish its obligations under the Grant Agreement, and;
- c) to enable EDF to make proper reports to the Funding Authority, as required by the conditions of the Grant Agreement.

3.3 Change affecting the performance of the Agreement

The Sub-Awardee shall notify and inform EDF of any significant information, facts, problem or delay affecting or likely to affect temporarily or permanently the performance of the Agreement (namely the Sub-project), immediately upon becoming aware of it.

Furthermore, the Sub-Awardee shall promptly notify EDF of any proposed material change in the business or operations of the Sub-Awardee, and any event (including any pending or threatened litigation, arbitration or administrative proceeding) which might have a Material Adverse Effect.

3.4 Duty to ensure accuracy

The Sub-Awardee shall take all measures necessary to ensure the accuracy of any information, statement, deliverables, know-how and materials supplied to EDF in the course of the Sub-project, in particular when auditing and reporting as required by Article 6 hereunder.

Any official, government and financial document shall be submitted in authentic form or certified by competent authority.

4. EDF'S OBLIGATIONS

4.1 Duty to cooperate in good faith with the Sub-Awardee

EDF shall be bound by a general obligation to cooperate in good faith with the Sub-Awardee, namely by providing all the assistance and information necessary for the efficient implementation of Action tasks by the Sub-Awardee.

4.2 Change affecting the Sub-project and the financial contribution

EDF shall inform and notify the Sub-Awardee of any substantial change, whether effective or potential, affecting the performance of the Agreement, especially related Sub-project and the financial contribution provided by the Funding Authority.

5. PAYMENT

5.1 Release of payment

Payment will be released by EDF during the term of the Agreement in consideration of the full and successful accomplishment of the Deliverables and in accordance with the dates specified in clause 6.2 and amounts specified in ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL subject always to effective receipt of funds from the Funding Authority. The amount set out in ANNEX TECHNICAL AND FINANCIAL PROJECT PROPOSAL

are inclusive of related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT).

Funding of costs included in the work Plan will be paid to the Sub-Awardee by EDF after receipt from the Funding Authority in separate instalments as agreed below:

Pre-financing payment: The Sub-Awardee will receive a pre-financing payment at the beginning of the project once the Sub-Awardee has sent to EDF the minutes of the kick off meeting.

The amount of pre-financing is 20% of the total amount as declared by in **Erreur ! Source du renvoi introuvable.** TECHNICAL AND FINANCIAL PROJECT PROPOSAL

Interim payments: If the Sub-project lasts more than one (1) year, EDF can proceed with interim payments. In this situation, EDF will validate the costs claimed in the financial periodic report and proceed with the transfer of corresponding interim payment to Sub-Awardee.

If the Sub-project last less than one (1) year, EDF won't proceed with interim payment.

Final payment: A final payment will be issued to the Sub-Awardee after the successful conclusion of the Project, calculated as the difference between the amount already paid to the Sub-Awardee as pre-financing and interim payments and the total eligible costs of the Party as defined in the estimated budget. This final payment will be paid once EDF has received all deliverables from the Sub-project.

The funding will be paid to the Sub-Awardee acting as coordinator of the sub-project. It is the responsibility of the Sub-Awardee to distribute the funding to projects partners according to the **Erreur ! Source du renvoi introuvable.** TECHNICAL AND FINANCIAL PROJECT PROPOSAL

5.2 Reimbursement

If the Funding Authority requires the reimbursement by EDF of any sums related to the Sub-project under this Agreement for any reason, then the Sub-Awardee hereby agrees to reimburse EDF the full sums requested by the Funding authority and paid by EDF to the Sub-Awardee together with any reasonable interest charged thereon.

5.3 Withhold of payment by the Funding Authority

Where the Funding Authority withholds payment to EDF in respect of the Sub-project carried out by the Sub-Awardee, then EDF shall be under no obligation to make payment of such sums to the Sub-Awardee.

6. AUDITING AND REPORTING

6.1 Warranty of accuracy of information and data

The Sub-Awardee warrants to maintain and keep full, presentable, proper, accurate:

- a) records of all information and data generated and obtained in the course of the Sub-project including all results, outcomes, deliverables and know-how, from both third parties and the Sub-Awardee; and
- b) separate accounts and financial records and statements, detailing its expenditure and activities, time sheets and invoices in relation to the Sub-project.
- c) The financial reporting must be done in euros with an exchange rate of the day.

6.2 Technical and financial reporting obligations

The Sub-Awardee shall:

- a) Provide mid-term financial monitoring report ("**Mid Report**") on the progress of the Sub-project at month 12 using the templates that will be provided. Such Report must have been approved as sufficient by EDF before it is uploaded onto the call management tool.

The **Mid Report** is mandatory only for projects that last more than ONE year.

- b) Provide final-term financial monitoring report ("**Final Report**") on the progress of the Sub-project at the end of the project using the templates that will be provided. Such Final Report must have been approved as sufficient by EDF and the OFFERR project before it is uploaded onto the call management tool.
- c) EDF will request a technical report that will detail the contribution of the sub awardee in the project.
- d) Subject to Articles 25 (CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS) and 26 (IMPACT EVALUATIONS) of the Grant Agreement, during the term and six (6) years thereafter, the Sub-Awardee allows EDF and/or its auditors and any other authorised representatives by LGI and the Funding Authority access to all and any information relating to the Sub-project during normal business hours on reasonable notice to inspect, review and investigate the Sub-Awardee's compliance of its obligations and to evaluate the impact of the Sub-project and where necessary to copy such information, accounts and records (including bank statements) and
- e) retain for five (5) years after the termination of this Agreement, all original information and data of the Sub-project and records of its expenditures and activities on the Sub-project and shall provide LGI with such details as may be required to enable it to complete any reports as may be required by the Funding Authority and EDF as Project Coordinator under the conditions of the Grant Agreement.

7. PUBLICATIONS

7.1 Due acknowledgment

The Sub-Awardee agrees that any publication in a scientific/academic journal shall give due acknowledgement to the contribution of the Funding Authority in accordance with standard scientific practice.

EDF is committed to follow the OFFERR **data management plan**, able to identify and formulate proposals for scientific and open-access publications, special issues on international peer-reviewed journals or books or e-books.

7.2 Press Release

The Sub-Awardee will not use EDF's name or logo in any press release or product advertising, or for any other promotional purpose or otherwise, without first obtaining EDF's written consent.

7.3 Intellectual Property

All intellectual property rights shall be dealt with in the agreement concluded by Sub-Awardee and the user.

8. LIABILITIES

8.1 Liability of the Sub-Awardee

The Sub-Awardee shall be liable for damages caused to EDF for breach of its contractual obligations and warranties under the Agreement and the Grant Agreement.

8.2 Proceedings directed against EDF

EDF assumes full liability for the performance of its obligations under this Agreement and the Grant Agreement, including financial and operational liability.

In the event of proceedings instituted against EDF, whether under the Grant Agreement or more generally under European Union or International law, the Sub-Awardee shall:

- a) fully and closely cooperate with and assist EDF, the Funding Authority and all relevant stakeholders involved in the proceedings, including by intervening in support of EDF upon request;
- b) indemnify EDF for damages arising out of contractual and warranty breach.

In the event non-compliance by the Sub-Awardee, the consequences listed at Article 9 shall ensue.

8.3 Limitation of liability

In no event shall either Party be liable for:

- a) Consequential damages or any other types of indirect damages (including, not limited to, lost business opportunities or profit, damage to reputation);
- b) Non-performance or delay in the performance of the Agreement due to a Force Majeure event as described in Article 10 hereunder.
- c) For an amount of greater than the amount of 150 000 Euros.
- d) Damages caused by gross misconduct and negligence.

9. CONSEQUENCES OF NON-COMPLIANCE BY THE SUB-AWARDEE

In the event of breach of obligations or warranties by the Sub-Awardee which has not been remedied within thirty (30) days after receipt of a written notice, the following consequences shall ensue, namely and without being limited to:

- a) Rejection of ineligible costs;
- b) Reduction of financial contribution;
- c) Recovery of undue amounts (including by way of offsetting or legal proceedings) ;
- d) Termination of the Agreement in accordance with Article 9 hereunder, and/or;
- e) Termination of future business and collaboration with the Sub-Awardee.

10. EARLY TERMINATION OF THE AGREEMENT

10.1 Termination due to termination of the Grant Agreement

This Agreement may be terminated by EDF immediately in the event of termination of the Grant Agreement by the Funding Authority and/or Lead Coordinator.

The Sub-Awardee shall be informed of such termination by written notice sent by both email and registered letter with acknowledgment of receipt.

10.2 Termination for breach with immediate effect

EDF may terminate with immediate effect by giving written notice sent by both email and registered letter with acknowledgment of receipt to the Sub-Awardee if the Sub-Awardee:

- a) is in breach of any provision of this Agreement or Conditions of Grant Agreement and (if it is capable of remedy) the breach has not been remedied within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy;
- b) becomes involved in restructuring, insolvency and/or bankruptcy proceedings (or in any other equivalent proceeding in the Sub-Awardee's jurisdiction);
- c) legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the Sub-project ;
- d) commits any breach
- e) commits serious or repeated breach of industry and customary practices imperative for keeping EDF and all relevant stakeholders aware and informed of the sound implementation of similar Sub-Project and allocation of corresponding financial contribution and resources, or;
- f) commits any other breach substantial enough to cause damage or harm, whether effective or potential, to EDF.

In case of early termination for breach, EDF is entitled to take all additional actions and measures it deems necessary to ensure protection of its interests and to prevent further damage and harm to EDF and relevant stakeholders.

10.3 No-fault termination

The Parties may terminate this Agreement:

- d) upon mutual consent effective in (thirty) 30 days following the reception of the formal notice sent by either Party;
- e) in the occurrence of a Force Majeure Event Lasting as described in Article 11 hereunder.

10.4 Reimbursement of costs incurred by the Sub-Awardee

Upon the termination and subject to Article 9 hereunder, the costs incurred by the Sub-Awardee up to the date of early termination for the implementation of the Sub-project, shall be reimbursed by EDF, provided that EDF has received the corresponding payment from the Funding Authority.

In no event such amount shall exceed the balance of the total price as outlined under **Erreur ! Source du renvoi introuvable.** TECHNICAL AND FINANCIAL PROJECT PROPOSAL that EDF has not yet paid.

In the case of early termination due to a breach as provided in Article 10.2 hereunder, EDF might take the following measures, whilst being not limited to:

- a) EDF might not fully reimburse the Sub-Awardee for cost incurred in relation to the Sub-project, especially if the projected damages are superior to these costs;
- b) EDF might take all action it deems necessary to recover undue payment namely when substantial errors, technical and financial irregularities or fraud have been detected;

In all cases, EDF will inform the Sub-Awardee by formal notice specifying the amount to be recovered, the terms and the date for payment sent by both email and registered letter and provide necessary details of its findings and calculations.

10.5 Reporting obligations by Sub-Awardee

The reimbursement of costs is contingent upon the full and satisfactory accomplishment of the following actions by the Sub-Awardee:

- a) Submission of a report to date of early termination of the finding and outcomes;
- b) delivery of any deliverables and know-how in relation to the Sub-project to the OFFERR application platform within seven (7) days in reports format acceptable to and in line with any instructions from the OFFERR project;
- c) communication of all necessary documentation in relation to the Sub-project EDF deems necessary.

11. FORCE MAJEURE EVENT

11.1 Definition

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from an event of Force Majeure within the meaning of Article 1218 of the French Civil Code as interpreted by the latest case law from the French Supreme Court (*Cour de Cassation*).

Force majeure' means any situation or event that:

- a) prevents either Party from fulfilling their obligations under the Agreement,
- b) was unforeseeable, exceptional situation and beyond the Parties' control,

- c) was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- d) proves to be inevitable in spite of exercising all due diligence.

11.2 Obligation to notify

Any situation constituting Force Majeure event must be formally notified to the other Party without delay, stating the nature, likely duration and consequences.

11.3 Suspension of the Agreement

In the event of Force Majeure, the obligations of the Parties under the Agreement shall be suspended for the duration of the event of Force Majeure and will resume after the latter has ceased unless EDF directs.

11.4 Force Majeure Event Lasting

Where Force Majeure arises for duration equal to or more than fifteen (15) days ("**Force Majeure Event Lasting**"), each of the Parties may notify the other one by registered letter, immediate termination of the Agreement.

In the event the Force Majeure Event is lasting for an undetermined period, the Agreement shall be deemed automatically terminated (*résolu de plein droit*).

12. MISCELLANEOUS

12.1 Assignment and *intuitu personae*

This Agreement is personal (*intuitu personae*) to the Parties.

The Sub-Awardee shall not assign, transfer, mortgage, subcontract or deal in any other manner any of its rights and obligations under this Agreement, in whole or in part, without the prior written consent of EDF. However, EDF shall be free to assign or transfer, in whole or in part, its rights and obligations under this Agreement.

12.2 Entire agreement

This Agreement together with the Annexes constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements between them relating to its subject matter.

The following Annexes are part to this Agreement:

- a) **Erreur ! Source du renvoi introuvable.** (SUB-PROJECT)
- b) **Erreur ! Source du renvoi introuvable.2** (ESTIMATED BUDGET)

12.3 Amendments

All future amendments to the Agreement, including of its Annex ("**Amendment**"), shall be in writing and require the consent of both Parties.

The amendment shall be notified by the Party requesting such amendment and shall come into force after the signature of the last Party or on the date stated in the Amendment.

12.4 Notices

Any notice, application or other communication to be given or made under this Agreement to EDF or to the Sub-Awardee shall be in writing. Except as otherwise provided in this Agreement, such notice, application or other communication shall be deemed to have been duly given or made when it is delivered by electronic mail or registered letter with an acknowledgement of receipt to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party designates by notice to the party giving or making such notice, application or other communication.

FOR THE SUB-AWARDEE:

[Legal name of the Sub-Awardee]

[Postal address]

Attention: [Name of the Sub-Awardee's representative]

Telephone: [●]

Email: [●]

For EDF:

Stéphane Taunier
Head of the MMC Department
EDF R&D – Les Renardières
Avenue des Renardières
77250 Moret-Loing-et-Orvanne
France
Telephone : +33 1 60 73 68 47
Email : stephane.taunier@edf.fr

Other contact persons
Frédéric Planes
Delegated Head of the MMC Department
EDF R&D – Les Renardières
Avenue des Renardières
77250 Moret-Loing-et-Orvanne
France
Telephone : +33 1 60 73 61 82
Email : frederic.planes@edf.fr

Charles Toulemonde
Coordinator of the OFFERR project
EDF R&D – Les Renardières
Avenue des Renardières
77250 Moret-Loing-et-Orvanne
France
Telephone : +33 6 70 89 14 40
Email : charles.toulemonde@edf.fr

12.5 Email: Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made.

A Party shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by written notice.

12.6 Modern Slavery, Anti-bribery and Anti-corruption

The Sub-Awardee shall procure that in carrying out their obligations and rights under this Agreement, they will comply with equality, modern slavery, anti-bribery and anti-corruption legislation or any legislation of the same nature in force during this agreement and promptly notify EDF of any breach of this article.

If such an offence is committed by the Sub-Awardee, EDF shall be entitled to terminate this Agreement with immediate effect and recover from the Sub-Awardee all losses resulting from such termination.

12.7 Data Protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project.

12.8 Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with French law.

12.9 Arbitration and Jurisdiction

(a) Any dispute, controversy or claim arising out of or relating to (1) this Agreement, or (2) the breach, termination or invalidity hereof, or (3) any non-contractual obligations arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the ICC Arbitration Rules. The law applicable to the arbitration shall be French law. The proceedings shall be confidential. There shall be one arbitrator and the appointing authority shall be the ICC International Court of Arbitration. The seat and place of arbitration shall be Paris, France and the English language shall be used throughout the arbitral proceedings. The parties hereby waive any rights to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of France or of any other country. The arbitral tribunal shall not be authorised to grant, and the Sub-Awardee agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against EDF, any provisions of the ICC Arbitration Rules notwithstanding.

(b) Notwithstanding Section 12.9(a), this Agreement and any other agreements contemplated hereby, and any rights of EDF arising out of or relating to this Agreement or any other agreement contemplated hereby, may, at the option of EDF, be enforced by EDF in the courts of Paris or in any other courts having jurisdiction. For the benefit of EDF, the Sub-Awardee hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Paris with respect to any dispute, controversy or claim

arising out of or relating to this Agreement or any other agreement contemplated hereby, or the breach, termination or invalidity hereof or thereof.

Date

Place

Signature

DRAFT