

## TERMS AND CONDITIONS FOR THE LICENCE

### 1. Scope

- The NEA's mission is to, inter alia, assist its member countries in maintaining and further developing, through international co-operation, the scientific, technological and legal bases required for a safe, environmentally sound and economical use of nuclear energy for peaceful purposes. In doing so, the NEA collects and distributes software among its member countries through the NEA Data Bank, which is an international centre of reference with respect to essential nuclear analyses tools, such as computer codes and nuclear data. The NEA Data Bank provides a direct service to its participating countries by developing, improving and validating nuclear data libraries, databases and visualisation tools and making them openly available or available upon request. In addition, an arrangement between the International Atomic Energy Agency (IAEA) and the NEA provides for the distribution of nuclear computer codes and processed nuclear data libraries by the NEA Data Bank to Member States of the IAEA who are neither NEA nor OECD members.
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- The Licensee is invited to declare any anomaly of the Software causing a total or partial inability to use the Software in accordance with this Licence to the Owner, with a copy to the Data Bank.
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- This Agreement shall enter into force on the date of signature of this Licence and will continue to be effective unless a party terminates it in accordance with this Section 6.
- Any use of the Software outside the scope of this Licence shall be deemed to constitute an infringement and a material breach of the Licence entitling the Owner of the Software to initiate judicial proceedings against the Licensee and to terminate this Licence with immediate effect.
- The NEA shall have the right to terminate this Licence with immediate effect in the event of default or improper performance of any of the Licensee's obligations.
- The NEA and the Licensee shall have the right to terminate this Licence at their convenience by giving ninety (90) days written notice to the other Party; the latter cannot claim any compensation as a result of this termination.

#### **7. Settlement of disputes**

- It is expressly agreed that any disputes between the Owner and the Licensee shall be dealt with between themselves directly. The NEA shall not be held liable, accountable or responsible for any damages or incident, direct or incidental, due to a breach by the Licensee; and shall not be involved in any disputes between the Owner and the Licensee.
- If judicial proceedings based on a patent, software, or any other third-party intellectual property right are brought against the Licensee on the basis of the use of the Software, the cost of such proceedings, as well as any judgment that may be pronounced against it, shall be borne by the Licensee alone, and the Licensee shall not be entitled to claim any indemnity whatsoever from the NEA or from the Owner of the Software.

- The Licensee shall notify the NEA of any act of infringement or unfair competition made by a third party as it comes to the Licensee's attention.
- In view of the fact that the NEA is an international organisation, it is expressly agreed that the rights and obligations of the parties shall be exclusively governed by this Licence. Nothing in this Licence shall be construed as a waiver by the NEA of the privileges and immunities it enjoys as an international organisation.
- The NEA and the Licensee will first engage in amicable negotiations to settle any dispute relating to the interpretation or application of this Licence.
- If the NEA and the Licensee are unable to reach an amicable settlement in accordance with the above paragraph, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The NEA and the Licensee expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the NEA and the Licensee expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

#### **8. Contact**

- The Licensee's contact information as set out in this Licence may be shared with the Owner of the Software. As an independent intergovernmental organisation, the NEA is not subject to any national or regional legislation, but only subject to the OECD Data Protection Rules. The OECD is the controller of the Personal Data and will comply with the OECD Data Protection Rules (<https://www.oecd.org/general/data-protection.htm>).

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