



FROG MEMBERSHIP AGREEMENT

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FROG MEMBERSHIP AGREEMENT

1 DEFINITIONS

For the purposes of this Agreement, the following terms, beginning with a capital letter and in both the singular and plural, shall have the following respective meanings:

“Agreement” shall mean this document, its Appendixes and any Additional Contract Clauses which are an integral part of it.

“Background Knowledge” shall mean all information, knowledge, know-how, technical documentation, software, data, plans, drawings, samples, specifications, studies, processes and more generally all information whatever its form, protected or not by intellectual property rights such as but not limited to patents, designs, copyrights, which a Party owned or is the holder of a license, prior to the effective date of the Agreement or a Work Order or which have been subsequently developed or acquired by such Party independently from any performance of the Agreement and/or a Work Order.

“Confidential Information” shall mean means any and all information and data, disclosed directly or indirectly by or on behalf of a Party (hereinafter called the **“Disclosing Party”**) to another Party (hereinafter called the **“Receiving Party”**), in whatever form (particularly orally, electronically or in written form), whether furnished or learned under the Agreement and/or a Program, or to which the Receiving Party may have access in the context of this Agreement and/or under a FROG Program.

The term “Confidential Information” shall include particularly any information or data of scientific, technical, technological, social, commercial, financial, legal nature or of any other nature whatsoever, whether protected by intellectual property rights or not, such as but not limited to plans, design, drawings, specifications, processes, Background Knowledge, Results, design, methods, studies, software, prices, or names of clients or partners.

“Contractual Documents” shall mean as set forth in Article 19.3 of the present Agreement.

“Documentation” or **“Document(s)”** shall mean all documents to be supplied by a Party for performance of the Works as defined in the Agreement or a Work Order, such as defined notably in article 11 of the Agreement.

“Feasibility Study”: shall mean the study conducted by the Leading Party to assess tasks, costs, schedule of a FROG Program. Such a study is funded in accordance with Article 6 of the Agreement.

“Funding Party”: shall mean a FROG Member and Framatome which is funding a Program Feasibility Study and the subsequent FROG Program and as such is entitled to utilize the Results of the Program. Funding may consist either in kind (for instance, performance of Work under the FROG Program) and/or in cash.

“FROG Secretary” shall mean the role of Framatome when participating to Steering Committee, Technical Committees or Working Groups in accordance with provisions of Article 5 of the Agreement.



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“**FROG Member(s)**”: shall have the meaning as set forth in Article 4 of the Agreement and may be either “**Permanent FROG Members**” or “**Associated FROG Members**”. When used in the present Agreement, FROG Member means Permanent FROG Member.

“**Listed NPP(s)**”: shall mean the Pressurized Water Reactor Nuclear Power Plants of FROG Members, as listed in Appendix 1.

„**Leading Party**“: shall mean the Party which has the overall responsibility for a FROG Program. In most cases it is also a Performing Party. With regard to Nuclear Products, the Leading Party is Framatome.

“**Nuclear Product**” shall mean parts, components or systems incorporated in a Nuclear Steam Supply System or major primary components (such as, but not limited to reactor vessel, steam generators).

“**NSSS**” shall mean as set forth in the Preamble of the Agreement.

“**Nuclear Island**” shall mean the nuclear zone in the strict sense, made up of the nuclear steam supply system (NSSS), and the various equipment necessary for the operation and safety of the system as a whole (auxiliary systems, safeguard systems, ..).

“**Party**” or “**Parties**” shall mean individually or collectively the “Party” or the “Parties”, as the case may be to the present Agreement.

“**Performing Party**“: shall mean a Funding Party which performs at least a Work in whole or in part under a FROG Program. A Performing Party must be a Funding Party.

“**Joint Program**“ or “**FROG Program**“: shall mean the Works performed in accordance with the provisions of a Feasibility Study and then a Work Order, and funded by at least two Funding Parties, as set forth in Article 6 of the Agreement.

“**Program Manager**” shall mean the role of Framatome when participating to Technical Committees or Working Groups, as set forth in Article 5 of the Agreement.

“**Results**” shall mean methods, process, know-how, knowledge, trade-secret, invention whether patentable or not, plans, industrial design, data, software, reports, specifications, and more generally any document or information, whatever their media, generated as a result or for the performance of a FROG Program.

“**Work**“: shall mean any action and tasks belonging to the categories set forth in article 7 of the Agreement, undertaken within the implementation of a FROG Program.

“**Working Group**” shall mean as set forth in article 5 of the Agreement.

“**Work Order**“: shall mean any order issued in application of this Agreement, once approval of a Feasibility Study by the FROG Steering Committee is made. The Work Order shall define at least the Works to be provided, the deliverables, the expected results, its duration. A template of Work Order is included in Appendix 4 of the Agreement.



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2 PURPOSE

The present Agreement set forth:

- the FROG organization and rules of governance ;
- the mutual obligations of the FROG Members and Framatome in implementation of the Joint Programs.

3 OBJECTIVES

The general objectives of the FROG are to:

- i. Constitute a forum for FROG Members to exchange experiences related to all aspects concerning the operation of the plant. This forum enables direct discussions not only between plant operators but also involving the designer;
- ii. Provide a mechanism for identifying and resolving generic issues through effective information channels established between FROG Members, Framatome and other organization;
- iii. Provide, by means of economy of scale, an efficient method of coordinating and allocating costs and schedules associated with the resolution of generic problems;
- iv. Allow each of its Members to participate in R&D programs through a Joint Program;
- v. Provide an organization for exchanging plant experience with similar owners groups;
- vi. Collect and rank technical information and Results provided in the frame of the FROG organization in FROG Website.

4 MEMBERSHIP

4.1 Permanent FROG Members

4.1.1 Membership

Membership in the FROG shall be open to any owners or operators of nuclear power plants that have at least one NSSS or one Nuclear Island or one NI Product supplied by Framatome.

To be considered as a Permanent FROG Member, the owner shall have signed the present FROG Membership Agreement and paid its annual share of the FROG common operating expenses.

List of the Permanent FROG Members is attached in Appendix 1 and is updated as often as necessary by the FROG Secretary.



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New Permanent FROG Members may be admitted to the FROG at any time. Expressions of interest for joining the FROG are received by Framatome which shall negotiate the conditions of admission and keep the Steering Committee informed of the progress on discussions.

Acceptance of a new member is subject to agreement of the majority of the Steering Committee.

Only Framatome has the right to admit new Permanent FROG Members. The provisions of this Agreement apply for any new Permanent FROG Members that join the FROG.

4.1.2 Rights of Permanent FROG Members

Permanent FROG Members have a seat on the Steering Committee of the FROG and have voting right.

A Permanent FROG Member can participate in as many of the FROG Programs as he wishes.

4.1.3 Termination of membership

4.1.3.1 Each Permanent FROG Members may terminate its membership by means of a written notice to the Chairman of the Steering Committee who will in turn inform all Permanent FROG Members. Termination shall become effective once the costs of such termination have been negotiated between the Permanent FROG Members and the Permanent FROG Member notifying the termination of his membership and such costs settled. These costs shall include his share of annual FROG common operating expenses and his agreed share of funding of the approved program at the time of the termination request.

4.1.3.2 In the event that a FROG Member has violated, breached or failed to perform or comply with material provision of this Agreement and/or any Work Order including default of payment (*annual share and/or funding*) and has failed to cure such breach or violation within one (1) month of receipt of a written notice sent by any Party with a copy to the Chairman of the Steering Committee and the FROG Secretary, the membership of the breaching FROG Member may be terminated subject to a majority vote (the defaulting Party having no voting right) of the Steering Committee and the approval of the Senior Executive Council. The costs of such termination shall be negotiated between the Permanent FROG Members and the breaching FROG Member. These costs shall include his share of annual FROG common operating expenses and his agreed share of funding of the approved program at the time of the vote and shall be without prejudice to any other damages which any Permanent FROG Member may claim to the defaulting FROG member as a compensation for the damage caused to the Permanent FROG Member concerned.

4.2 Associated FROG Members

Associated FROG Members are utilities that are not Permanent FROG Members but which have been supplied by Framatome (or formerly by AREVA) with Nuclear Product or which operate such Nuclear Product.



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The applicant interested to participate in a Working Group shall apply for membership as Associated FROG Member. Expressions of interest for joining one or two Working Group are received by Framatome which shall negotiate the conditions of admission and keep the Steering Committee informed of the progress on discussions.

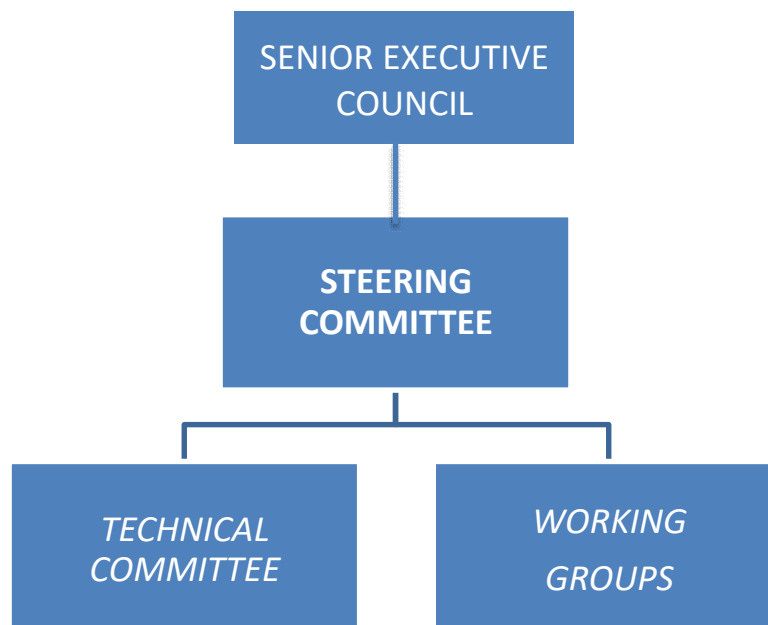
Acceptance of a new member is subject to agreement of the majority of the Steering Committee.

To be considered as an Associated FROG Member, the applicant shall have signed the present FROG Membership Agreement as Associated Members for the related Working and paid its annual share of the FROG Working Groups common operating expenses.

The Associated FROG Members shall then have the same rights and obligation as Permanent FROG Members in the Working Group they belong and the related Joint Program, in accordance with the provisions of Article 5.4. but are not attending the Steering Committee.

5 ORGANIZATION

The FROG structure is represented by the following diagram. The Strategic orientations and policies are established by the Steering Committee. The Steering Committee is also responsible for managing FROG Programs carried out by the Working Groups and for ensuring that orientations and policies and complied with. The Working Groups conduct the technical activities decided by the Steering Committee.





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5.1 SENIOR EXECUTIVE COUNCIL

Senior Executives of the FROG Members and Framatome approve the present FROG Membership Agreement and the necessary amendments to FROG contractual documentation.

They shall meet by all means (meeting, conference call, visioconference,...), at the request of the Steering Committee and depending on the necessary strategic level, to set FROG long range plans and resolve fundamental issues. Decisions of the Senior Executive Council are taken at the unanimous approval of the Senior Executives present and Framatome.

5.2 STEERING COMMITTEE

The Steering Committee shall consist of two (2) representatives of each FROG Member, as well as a representative from Framatome (the FROG Secretary) who will participate without voting rights.

Each FROG Member will appoint a duly authorized representative and an alternate to serve on the Steering Committee.

The Steering Committee representatives shall be appointed through a delegation letter from the Senior Executive representative. The list of the Steering Committee representatives is updated as often as necessary by the FROG secretary.

The main responsibilities of the Steering Committee are:

- (i) To elect a Chairman and Vice-Chairman for a period of two (2) years, with the Vice-Chairman becoming Chairman at the end of this period for the next term. This election will take place during the fourth quarter of the calendar year before the expiry of the two-year term ;
- (ii) To set FROG policies, orientations and strategic objectives, and manage all FROG activities which include establishing priorities among these activities, and reorienting them if necessary, in compliance with applicable regulations, in particular export control regulations ;
- (iii) To set up the Working Groups necessary to implement the decisions made by the Steering Committee ;
- (iv) To annually issue short and long term plans and related actions budgets, covering the next three (3) years ;
These plans describe the scheduled activities; estimate the funding necessary and the required timing of this funding.
The Steering Committee establishes the individual technical and financial participation in the vent of use of information resulting from Work already performed by one of the Parties prior to the approval by the Steering Committee;
- (v) To vote the funding and launching of Program proposals elaborated by the FROG Working groups ;



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- (vi) To vote the FROG operating expenses budget for the next year ;
- (vii) To determine, on a case by case basis, the share of operating expenses and project expenses to be supported by the Associated Members together with their voting rights and confidentiality duties ;
- (viii) To establish and manage communication and information exchange channels concerning plant experience with other nuclear plant operators belonging to organizations similar to the FROG as well as with any other external organizations when this may be deemed useful ;
- (ix) To review the present Agreement from time to time and propose any necessary amendments ;
- (x) To meet at least once a year for budgetary planning purpose with a maximum of two attendees per FROG Member.
The minutes of each meeting established by the FROG Secretary will be sent to all FROG Members which will acknowledge their receipt and approval ;
- (xi) To request the attendance of a Senior Executive Council, if deemed necessary.

The Chairman, or in his absence the Vice-Chairman, presides Steering Committee meetings and shall be responsible for convening the Members and the FROG Secretary and establishing the agenda.

5.3 TECHNICAL COMMITTEES

The Technical Committees are attended by one representative of each FROG Member funding the technical activities approved by the Steering Committee. The representative may be assisted by a specialist of the FROG Member. An Framatome representative (the Program Manager) participates on each Technical Committee (but without voting rights). Decisions are made at the simple majority of those attending the meeting.

Technical committee responsibilities are:

- (i) To define the technical work that must be performed and be recommended to the Steering Committee, the appropriate actions to be undertaken as well as the estimated costs of the programs to be implemented and assess the need for export licenses.
- (ii) To propose to the Steering Committee specific arrangements with third parties in order to resolve particular problems.
- (iii) To provide the following information to the Steering Committee:
 - a. A periodic report of its activities,
 - b. Annual program progress reports,
 - c. An action plan for the upcoming year,
 - d. A three-year action plan,
 - e. A recommendation to redirect or terminate a specific program.



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- (iv) To prepare for each program a periodic report of the expenses incurred indicating and justifying any deviations from the budget validated by the Steering Committee.
- (v) To establish Working Groups further Steering Committee's approval.

Technical Committees shall meet as often as necessary on the initiative of the Chairman and at least once a year. The meetings shall be held in Paris, where Members could be represented by their European representatives. Minutes of meetings are set up by the FROG Secretary.

5.4 WORKING GROUPS

5.4.1 Purpose and objectives of the Working Groups

The purpose of these Working Groups is to bring together those nuclear utilities incorporating an Framatome nuclear island or a nuclear steam supply system or a major reactor coolant system component manufactured or serviced by Framatome .

The Working Groups currently acting in the FROG are listed in Appendix 2 and is updated as often as necessary by the FROG Secretary.

Each Working Group is managed by a technical coordinator designated by Framatome.

The general objectives of such Working Group are:

- (i) To constitute a forum to its participants to exchange experiences related to all aspects concerning the purpose of the concerned Working Group;
- (ii) To provide a mechanism for identifying and resolving generic issues through an effective information channel established between utilities, FROG Members, Framatome and, if necessary, other organizations such as other owners groups (e.g. BWOG etc.);
- (iii) To provide an efficient method of coordination associated with the resolution of generic issues;
- (iv) To initiate, if it is felt necessary, common Joint programs or technical work that must be performed.

5.4.2 Working Group Responsibilities

The main responsibilities of these Working Groups are:

- (i) To hold, at least once a year, a general meeting. The technical coordinator shall manage the Working Group meetings and shall be responsible for convening Working Group Members and for establishing meeting agenda;
- (ii) To set any complementary Working Group policies and orientations;
- (iii) To conduct information exchanges and technical activities launched by the Working Group;
- (iv) To define technical work that must be performed, to conduct the associated activities and to recommend any technical work to be conducted, including associate scope of work, cost estimate, and schedule. No party shall be compelled to participate at any technical program;



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- (v) To periodically report to FROG Steering Committee, through its technical coordinator or the FROG Secretary on Working Group activities;
- (vi) To assess the need for export licenses in the course of their activities.

5.4.3 Working Group Organization and Membership

- (i) Each Working Group is not a legal entity and assumes no financial, licensing or legal responsibility for its participants;
- (ii) Each Working Group is created by the voluntary membership of its participants;
- (iii) The membership of Working Group is open to Associated FROG Members.
- (iv) The membership in a Working Group is effective after agreement of the FROG Steering Committee and signature of the Working Group General Principles and Confidentiality Agreement for the Associated Members.
- (v) Each member shall appoint a representative to serve in the Working Group;
- (vi) Each Working Group is managed by a technical coordinator designated by Framatome.
- (vii) The membership costs an annual fee; each participant shall support its own costs (travel, meeting, preparation etc.). Costs for disclosing documentation, as those related to "technical work", are supported by disclosing participant. Costs for periodical reporting to FROG Steering Committee are supported by FROG organization.

5.4.4 Working Group technical coordinator responsibilities

The technical coordinator responsibilities are:

- (i) To prepare all administrative and technical support requested by the concerned Working Group;
- (ii) To organize and technically manage Working Group meetings, and to issue to participants the minutes of meeting;
- (iii) To bring to the Working Group the Framatome technical expertise.

Similarly to FROG Steering Committee policy, the technical coordinator shall not have any voting right.

5.4.5 Miscellaneous

- (i) Confidentiality of information to be exchanged during Working Group activities shall be handled through this specific Agreement signed by FROG Members and through the Working Group General Principles and Confidentiality Agreement for Associated FROG Member.
- (ii) For FROG Members, the terms and conditions set forth in this Agreement shall apply to all activities conducted in the frame of the Working Group.
- (iii) For Associated FROG Members, specific guidelines and agreements, when necessary, shall be established by the Working Group and approved by the Steering Committee.
- (iv) Each member of a Working Group may terminate its membership in the Working Group by means of a written notice to the Chairman of the FROG. This termination



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shall become effective once the agreed share of funding of all the approved Programs is settled. The FROG Steering Committee may decide to terminate the mission of the concerned Working Group.

5.5 Framatome RESPONSIBILITIES

Framatome provides both administrative and technical support to the FROG. Its responsibilities are:

- (i) To prepare the following documents for the Steering Committee and each Working Group and to ensure the timely distribution of the related documents, as listed hereafter:
 - meeting agendas including dates and locations,
 - supporting documents,
 - Progress reports,
 - Meeting minutes,
 - draft resolutions to be voted upon,
 - revision of the Appendix 1 – List of FROG Members and FROG Program Funding Shares and Appendix 2 – List of Working Groups, when necessary ;
 - draft agreement amendments,
 - Short and long range plans.
- (ii) As requested by Working Group, to define the scope of services to be performed, and to elaborate proposals for acceptance by the Steering Committee. Once this program is accepted by the Steering Committee, a Work Order is issued by the FROG Members to Framatome which shall ensure that all operations for Program implementation are carried out.
- (iii) To issue, through the FROG Secretary, each September, a budget proposal covering the expenses of all FROG Members for the next year, such as defined in article 8 of the Agreement.
- (iv) To provide every six (6) months detailed financial report for the Steering Committee indicating the funding status of the Program as well as the costs incurred.

5.6 Working Groups in operation

In the FROG the Working Groups in operation are :

- Outage Optmization
- Risk Informed Applications
- Containment
- Ageing and corrosion
- Chemistry
- Operation Optimization
- Operating procedure
- Reactor coolant pump
- Steam generator



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The FROG permanent member participate to all Working Groups and the Steering Committee meeting whereas the FROG Associated member participate to one or two Working Group specified in the Membership agreement in preamble.



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6 FROG PROGRAM

6.1 FROG Program Qualification Procedure

The process of qualification of a FROG Program is described below:

- (i) Decision to initiate a FROG Program is taken by the Steering Committee during one meeting by a majority vote of those attending the meeting and Members represented by proxy. Preliminary information regarding Funding Parties is also given. The Steering Committee assigns a Working Group the responsibility to prepare a proposal for consideration.
- (ii) The Working Group, through its Program manager elaborates a proposal called "Feasibility Study", which assesses the proposed scope of Work, task responsibility, cost estimates, schedule for the proposed FROG Program. This proposal is issued to all members of the Working Group for review and approval.
- (iii) Only Parties agreeing with the purpose of the Feasibility Study and/or are interested in the Results shall fund it. The minimum number of participants required for qualifying and funding a FROG Program is two FROG Members.
- (iv) Once approved by Working Group members, the Feasibility Study, together with a Work Order (see the model of Work Order given in Appendix [4] of the present Agreement), are issued by the FROG Secretary to the Steering Committee members for formal approval. The approved Feasibility Study becomes the "Program Proposal».
- (v) Once approved by the Steering Committee, the Program Proposal is formally issued to the Funding Parties. These formal approval can be given either during one of the Steering Committee meeting, or by letter to FROG Secretary.
- (vi) Once approved by the Funding Parties (other than the Leading Party), the Program is considered as qualified on receipt by the FROG Secretary of the Work Order signed by each Funding Party.

6.2 FROG Program implementation

Once qualified, the FROG Program (or Joint Program) is implemented by the relevant Working Group (through its Program Manager). The Working Group is responsible for technical issues and financial follow-up, and is usually manned by representatives of Funding Members

This FROG Program may include tasks or subtasks performed by Performing Parties. The overall Program responsibility will stay with the Leading Party, to which the Program Manager belongs.

6.3 FROG Program funding and expenses

6.3.1 FROG Program Funding

The following rules shall apply to FROG Program Funding:



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- (i) Only those FROG Members in favor with the FROG Program will be required to fund it. Billing will be on a pro-rata basis according to the funding shares indicated below and detailed in Appendix 1 :
- FROG Members having less or equal to ten (10) « Listed NPPs » and Associated FROG Members: one (1) funding share
FROG Members having more than ten (10) « Listed NPPs » : two (2) funding shares
 - Framatome, although having no voting rights, will fund all the FROG Programs by a sum which shall represent ten (10) % of the cost of the Program, only when Framatome performs the Work or is interested in the Result..
Program Funding by a single FROG Member shall not exceed sixty (60)% of the FROG Program total cost.
- (ii) A FROG Member which has not previously participated in the initial funding of a Program, and thus has had no access to the Results of this Program, can join the FROG Program under the following conditions :
- That is request is made in a reasonable time scale after the beginning of the Program.
 - That the FROG Member pays an amount fifteen (15) % greater than the initial sum he would have had to pay.

6.4 FROG Program expenses

FROG Program expenses for the year's payments shall be discussed and approved at the FROG Steering Committee to be held during the third or fourth quarter.

6.5 FROG Program invoicing and payments

Each FROG Program shall be managed separately, and may define specific invoicing schedule.

In the case no specific invoicing schedule is defined, the expenses billed by all Performing and Leading Parties should be approximately covered by all Funding Parties' payments at two (2) determined dates a year,. To limit payment operations to a manageable number, the following rules shall be followed, and shall apply between the FROG Member and AREVA NP:

- On each April 1 and on each October 1, the Performing Party (other than the Leading Party) shall bill to the Leading Party (Program Manager) its expenses related to performance of the FROG Program and incurred since the previous invoice or the beginning of the Program, whichever occurred last.
- On each May 1 and on each November 1, the Leading Party shall issue to the Funding Party (other than the Leading Party) an invoice corresponding to said Funding Party's contribution to the FROG Program. If the Funding Party is a Performing Party, the expenses billed by it shall be deducted from that Party's required funding.
- Payment shall be made by the Funding Party (other than the Leading Party) within sixty (60) days after issuance of the invoice. Payment by the Leading Party shall be made upon receipt of all Funding Parties' payments.



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6.6 Currency

All quotations for any FROG Program (including Feasibility Study), and for any FROG Program tasks or subtasks shall be written out in the Leading Party's currency or as mutually agreed between the Parties.

The Performing Party (other than the Leading Party) shall indicate in its proposal to the Leading Party, the total amount, written out in the Leading Party's currency, of its proposed Works, as well as the corresponding number of hours of Work. Changes in the exchange rate between the date of said proposal and the date of invoicing shall be for the Performing Party's account and therefore shall have no consequence on the amount billed.

All invoices sent either by the Leading Party to the Funding Party or by the Performing Party to the Leading Party, shall be written out in the Leading Party's currency.

6.7 Taxes

Except for income tax, all present and future taxes (including without limitation all duties, fees, levies, sales and value added taxes) related to the payments under a FROG Program shall be for the Funding Party's account and shall be paid by it directly, or reimbursed in case of withholding of tax by Funding Party's taxing authorities.

In case of such withholding of tax, the Performing and/or the Leading Party shall provide the necessary documents and the Funding Party shall take the necessary measures, in accordance with the provisions of the fiscal Convention between their respective countries, in order to reduce the rate of or suppress, as the case may be pursuant to said fiscal Convention, such withheld tax.

6.8 Changes

Any change in a FROG Program agreed upon by the Performing Party(ies) and the Leading Party shall require FROG Steering Committee approval prior to being evidenced by written amendments to the FROG Program proposal and/or to the concerned Work Order.

Should any change in applicable laws, regulations, or other decisions, technical codes and standards and the state of the art occurring after the date of the FROG Program proposal and/or the related Work Order affect the costs or time for performance or any other conditions of FROG Program and/or the Work Order, the time for performance and any other affected provisions of the the FROG Program and/or Work Order, including the price, shall be equitably adjusted.

6.9 Delay in performance

No Party shall be liable to the Funding Party for any expense, loss or damage resulting from delay or prevention of performance caused by fires, floods, Act of God, strikes, labour disputes, shortages, riots, accidents, transportation delays, thefts, acts or failure to act by a government or by the Funding Party, delay in obtaining licences including export licences, or reasonable inability to secure materials, or any other cause whatsoever beyond its reasonable control. In the event of any delay resulting from any of the foregoing causes, the time for performance



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and any other affected provisions of the Work Order, including the price, shall be equitably adjusted.

Except anything otherwise stipulated in the Work Order, delay caused by a Party of a FROG Program shall not permit a Funding Party to request financial compensation.

6.10 Termination

A Funding Party having participated in the initial funding of a FROG Program may withdraw from a FROG Program under the following conditions:

- That its request is made in a reasonable time scale after the beginning of the Program.
- That the withdrawing Party is billed all the administrative costs related to withdrawal and its already agreed share of the approved Program Funding.

7 CATEGORIES OF WORKS UNDERTAKEN IN THE FRAME OF FROG

The Works which may be undertaken in connection with the FROG are classified as follows and are detailed below:

- Operating experience analysis;
- Common research & Development actions ;
- Engineering Studies.

Design studies, supply of Nuclear Products and on site services which may have to be performed in order to implement the results of Engineering studies or R&D programs are not considered.

7.1 OPERATING EXPERIENCE ANALYSIS

7.1.1 Purpose of the action

The purpose of this action is to identify and characterize technical problems from the point of view of the designer and of the operator, as such problems emerge from operating experience and FROG Members new needs.

7.1.2 Background Knowledge involved in the action

The Background Knowledge involved in such action comes on the one hand, from the FROG Members observations and returns on the behaviour of their plant in operation through surveillance and maintenance of the Nuclear Products within such plants and, on the other hand, from the designer interpretation of such observations and returns based on its own experience and know-how related to the design of such plants.



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7.1.3 Nature of the Results

The Results of such analysis consist of a characterization of the problems to be solved and a specification of the actions to be undertaken to develop relevant solutions whether at the level of the plant operation, or at the level of Nuclear Products design or servicing.

7.1.4 Organization to perform the action

This action is to be undertaken within the Working Groups provided for in Article 5.4 of the Agreement, or within FROG Programs (Article 6).

7.2 COMMON RESEARCH AND DEVELOPMENT ACTIONS

7.2.1 Purpose of the action

The purpose of the action is the research of technical solutions and the analysis of their feasibility in the environment in which the technical problem to which they answer, must be solved. These technical solutions include the development of tools, devices, or equipment.

7.2.2 Background Knowledge involved in the action

The Background Knowledge involved in such action mainly consists of:

- (i) existing technical solutions,
- (ii) compatibility and environment data.

7.2.3 Nature of the Results

The Results of the action are included in a report which describes the principle of technical solutions resulting from the action with the supporting analysis justifying their choices.

7.2.4 Organization to perform the action

The action shall be undertaken under a common R&D Program between the Parties participating to the funding and/or performance of the action, within a FROG Program. Such FROG Program shall be performed within the frame of specific terms and conditions to be agreed upon between the Parties provided however that such terms and conditions shall comply with the principles set forth in Article 10 of the Agreement hereafter notably with regard to the filing of patent applications and right of use of the Results.

7.3 Engineering studies

7.3.1 Purpose of the action

The purpose of such action is:



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- (i) To demonstrate that the design of the plant as it stands authorizes specific modifications in the operation conditions of the plant, or complies with new requirements from the operator or regulatory authorities.
- (ii) To specify the relevant R&D actions and/or design studies to be performed in the event that the hereabove demonstration cannot be made.

7.3.2 Background Knowledge involved in the action

The Background Knowledge involved in the performance of such action mainly consists of:

- (i) design data of the products involved in the subject of the engineering study (designer technology),
- (ii) design tools and methods (designer technology) permitting to verify the design criteria in new conditions (Members information).

7.3.3 Nature of the Results

The Results shall consist of:

- (i) specifications for plant operation,
- (ii) specifications of design studies or on-site service to be performed,
- (iii) justification analysis of such specifications, including technical data for safety authorities.

7.3.4 Organization to perform the action

Such action shall be performed by Framatome (the Performing Party) for the Funding Parties according to specific terms and conditions related to engineering studies to be agreed upon by the Parties.

8 COMMON OPERATING EXPENSES FOR PERMANENT MEMBERS

8.1 Budget procedure

Each September, the FROG Secretary will issue a budget with breakdown covering the common operating expenses (hereinafter called the "Expenses") for the next year and the provisions for the next 3 years. This proposal shall be discussed, and budget formally approved, by FROG Members at the FROG Steering Committee meeting to be held during the third or fourth quarter. During that meeting FROG Members will also review Expenses and funding status of the on-going period, and will make decisions for adjustments if necessary. The prevision of the next 3 years expenses shall also be presented by the FROG Secretary.

FROG Members shall be provided by the FROG Secretary with bi-annual statements of the Expenses.

During the same meeting of the FROG Steering Committee, the amount of the invoice to be sent to the FROG Member will be approved. It will consist of the FROG Member's share of:

- The budget for next year and the provisions for the next 3 years;
- The adjustment for the current year when necessary;



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- The final regularization for the previous year.

Each FROG Member contributes to the Expenses in proportion with one (1) share.

All FROG Members shall be responsible for their own operating Expenses (personnel, travel, administration, information (newsletter), meetings etc.).

Each December, FROG Secretary will issue an official letter (with FROG channel number) to each FROG Member, confirming the amount of next year invoice, and the necessary informations for the invoice (addressee, references, ..). This will be the reference used for FROG Members' works orders.

8.2 Payment terms

Framatome sends the FROG Members, each first of May, the invoice corresponding to the FROG Members's share of the Expenses, together with a letter referring to the relevant Steering Committee budget approval and to the present Agreement.

Payment shall be executed by the FROG Members within sixty (60) days after issuance of this invoice by credit transfer to the bank account mentioned on the invoice.

The amount of the invoice will be written out and payable in Euros.

9 CONFIDENTIALITY

The Receiving Party commits to preserve at all times the confidential nature of the Confidential Information. Particularly, the Receiving Party commits to comply with the following:

- (i) Not use or copy any of the Confidential Information for any other purpose than as authorized under the Agreement and/or a Program or without prior approval of the Disclosing Party in case the Receiving Party requests otherwise. The Receiving Party particularly undertakes not to use Confidential Information for any purposes contrary to the Disclosing Party's and to the FROG's interest.
- (ii) Not disclose in whole or in part, directly or indirectly, Confidential Information to any third party other than FROG Members who have contributed to the funding of the said Program, unless prior written authorisation of the Disclosing Party is obtained or required by any mandatory law.
- (iii) Not to circulate Confidential Information to any of its employees, or other authorized third parties as the case may be and as defined here-above other than on a strict "need-to-know" basis and for the purposes of the Agreement and/or the performance of the concerned Program only.
- (iv) Keep on all the Confidential Information provided in written form all the confidential or proprietary marking, including, if any, on all authorized copies thereof.
- (v) Treat Confidential Information in the same manner, and with at least the same degree of care, as it treats its own confidential information, but in any event with no less care than a reasonable standard of care so as to prevent any unauthorized access to, or use or disclosure or copy of, the Confidential Information.

Notwithstanding the aforesaid, the Owner shall have the right to disclose Confidential Information to (i) the Radiation and Nuclear Safety Authority of Finland (Säteilyturvakeskus, STUK) or other authority, to the extent required by the authority, or (ii) in-house consultants working in the organizations of the Owner or its parent or affiliated companies to the extent necessary to carry out works under the Agreement and/or a Program.



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Notwithstanding the confidentiality obligations set forth herein, either Party is entitled to disclose the received confidential information to a court having jurisdiction over either Party, if such court so requires. In such a case such Party disclosing the confidential information shall attempt, to the extent possible, restrict the disclosure that has to be made and, in particular, shall attempt to keep the pricing and other commercial aspects confidential.

The obligations of the Receiving Party, as defined above, shall not apply to any portion of Confidential Information where the Receiving Party is able to provide written evidence that such specific Confidential Information:

- (i) is already in the public domain at the time of disclosure, or becomes public thereafter through no fault of the customer ;
- (ii) is already known by the Receiving Party at the time of disclosure ;
- (iii) is received by the Receiving Party from a third party authorized to disclose it ;
- (iv) is developed independently of the FROG and/or a Program by the Receiving Party without any use of the Confidential information disclosed to it.

For avoidance of doubt, the fact that only part or a combination of individual characteristics of Confidential Information is embedded in broader information available to the public or in possession of the Receiving Party is not enough so that such Confidential Information falls under one of the exceptions referred hereinabove.

The Receiving Party will notify the Disclosing Party in writing, as much in advance as is reasonably possible, of its need to make any disclosure of Confidential Information as may be (i) required by law, (ii) in response to a valid order by a court or other governmental body. Such notification shall specify the nature and the extent of the requested Confidential Information.

The Receiving Party shall make its best efforts and shall cooperate with the Disclosing Party, to the extent feasible, in order to prevent such disclosure or limit the content and the quantity of Confidential Information disclosed.

These confidentiality undertakings shall survive the participation of the FROG Members to the FROG and shall last until said Confidential Information is in the public domain through no fault or omission by the Receiving Party.

Subject to third parties rights, all Confidential Information furnished to Receiving Party by Disclosing Party shall remain the property of Disclosing Party.

The disclosure of Confidential Information under this Agreement shall not be construed as granting Receiving Party any rights, either express or implied, under any patent or any other rights in the Confidential Information.

Nothing in this Agreement shall be construed as a waiver by Disclosing Party to protect its Confidential Information through patents or any other intellectual property rights.

The Receiving Party commits particularly not to file any intellectual property rights' application(s) in any country whatsoever containing all or part of all the Confidential Information received under this Agreement.



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10 INTELLECTUAL PROPERTY

10.1 BACKGROUND KNOWLEDGE

Each of the FROG Members and Framatome remain sole owners of their Background Knowledge.

When the Results cannot be used by the Funding Party without the use or disclosure of Background Knowledge of the Performing Party and/or the Leading Party, the Funding Party shall be entitled to use the Background Knowledge strictly necessary to use the Results in accordance with the provisions set forth in Article 10.2 hereafter and disclose such Background Knowledge in accordance with provisions of Article 9 – Confidentiality.

10.2 RESULTS OF FROG PROGRAM

The regime of intellectual property rights and right to use associated to the results of the Works performed within a Frog Program are detailed hereafter.

For each FROG Program, the rights to use of the Results are subject the completion by the Funding Party of its payment obligation as defined in the related Frog Program and/or Work Order.

10.2.1 Results of Operating Experience Analysis

The Funding Party(ies) (including the Leading Party and the Performing Party(ies)) shall be co-owner of the Results of the Work performed within a FROG Program and shall be entitled to use and disclose such Results subject to the provisions defined in article 9- Confidentiality of this Agreement, for the sole purpose of :

- i. for the FROG Permanent Members : the operation and servicing of their own « Listed NPPs » as listed in Appendix 1, operation including design, construction, and licensing of “Listed NPP” ; and
- ii. for Framatome : the design, construction, licensing and servicing of nuclear power plants.

10.2.2 Results of Common R&D actions

The Funding Parties to the R&D Program shall have an access right to the Results in order to use such Results free of charge and worldwide for the needs of their FROG NNPs or in the frame of relationships with their Safety Authorities.

In case of Results for which a protection by an intellectual property right has been filed, the Performing Party shall provide to the other Funding Parties a licence agreement for use and exploitation of the intellectual property rights, free of charge and for any purpose within the Funding Party.

If a Funding Party wants to perform by third parties the designing, manufacturing, or servicing of Nuclear Products involving the use of R&D Results developed under a FROG Program, such Funding Party shall first consult Framatome. In the event that Framatome offer would not



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be reasonable, the Funding Party shall be entitled to consult other competitors and disclose them such R&D Results but only for use in the performance of the order corresponding to the scope for which Framatome's offer considered not reasonable.

The right to use the R&D Results for the purpose of designing, manufacturing or servicing Nuclear Products in other countries than FROG Members' countries and to grant licence thereof to others shall be reserved to Framatome subject to a reasonable royalty to be agreed upon with the Funding Parties or FROG Members contributing to the said Results.

10.2.3 Results of Engineering Studies

Since the Background Knowledge from Framatome is predominant in the performance of such study, the access rights to the Results of such study by the Funding Parties shall be limited to their implementation in the operation and maintenance of their Listed NPPs and/or their presentation to their respective safety authorities for licensing purposes.

If a Funding Party wants to perform with third parties R&D actions or design studies using Results of Engineering studies carried out by Framatome, such Funding Party shall first consult with Framatome. In the event that Framatome offer would not be reasonable, the Funding Party shall be entitled to consult other competitors and disclose them such Engineering study Results but only for use in the performance of the order corresponding to the scope for which Framatome offer was considered not reasonable.

10.2.4 Right to use granted to Framatome

In the event that Framatome would like to use the Results to perform services for third parties or would like to grant licenses on such Results, Framatome shall pay, if applicable to the relevant FROG Members, a royalty depending on the nature of the Results and/or the Background Knowledge involved as set forth notably in article 7 of the agreement.

10.3 PATENTS APPLICATION

When the Results may be patented, the following procedure shall apply :

In the event that a Performing Party to a FROG Program shall develop a patentable technical solution based on the cooperative works made by the FROG Members and based on the information shared said Party may apply for a patent in its country and at its own costs.

Within one (1) month from the date of said filing, such Party shall forthwith communicate the patent application to the other Funding Parties, in order to permit them to evaluate their interest in filing a corresponding patent application in their own country.

Within three (3) months of receipt of such patent application, the Funding Parties shall communicate to the Performing Party their intent about the filing of such subsequent patent application in their own country.

Should their intent be positive, the Performing Party shall assign free of charge its priority rights to the Funding Party in order to permit such Funding Party to file said subsequent patent



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application in its own country and at its own name, provided that the cost of filing, prosecution and maintenance of such subsequent patent application shall be borne by such Funding Party.

Should their intent be negative, the Performing Party may apply for a patent in the Funding Party's country. If the Performing Party is not interested in such application, the other interested Using Parties shall meet to discuss the matter.

11 WARRANTY

Each Performing Party and Framatome shall provide the Funding Parties with accurate specifications, drawings, manuals, and similar written information (hereinafter referred to as "**Documents**") and shall carry out their tasks with all due care in accordance with the state of the art and the appropriate practice for the type of FROG Program.

The Performing Party and/or Framatome's exclusive warranty is (are), for each or them, to supplement or correct any inadequacy, mistake or omission in the documents elaborated respectively by each of them to the Funding Parties, for a duration up to six (6) months from the date of receipt of the Documents by the Funding Parties.

In any case the remedies set forth in the precedent paragraph of this Article 11 shall not have the effect of prolonging the duration of the warranty of the Documents.

The warranty and remedies provided for under this Article 11 are the sole and exclusive warranties and remedies available to the Funding Parties and are in lieu of all other warranties and remedies whatsoever, whether statutory, written, oral, expressed or implied.

12 DURATION

The present Agreement shall be effective as of the signature by the Parties et remains valid until termination of the FROG or withdrawal by the FROG Member from the FROG, whichever came first. The Agreement shall be tacitly renewed every two (2) years, until termination of the FROG or withdrawal from the FROG by the FROG Member, whichever comes first .

The provisions of Article 9 "Confidentiality", Article 10 "Intellectual Property", Article 11 "Warranty", Article 17 "Applicable law" and Article 18 "Settlement of disputes" shall survive the expiration or termination of the Agreement for whatever reason.

13 ASSIGNMENT – CHANGE OF CONTROL

Neither Party shall be entitled to assign or transfer, in whole or in part, any of the rights, obligations or interests hereunder (including but not limited to by merger, transfer of assets or demerger, etc...) without the express written agreement of the other Party(ies). Such agreement shall not be unreasonably withheld. When the transfer or assignment is validated by all the Parties, the Appendix 1 - List of Frog Members & Frog Program Funding Shares shall be updated by the FROG Secretary.



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14 LANGUAGE

All information, documents, drawings, and data exchanged between the FROG Members and Framatome shall be in English language. However, the French language can be used for the documents, drawings and data existing prior to the Steering Committee decision to initiate a FROG Program.

15 LIABILITY

15.1 CONVENTIONAL LIABILITY

The FROG Members or Framatome shall be solely liable for direct damage to the other Party's or each FROG Member's property or goods, due to, or on the occasion of the execution of a FROG Program and/or this Agreement.

In no event and under no circumstances shall a FROG Member or Framatome, its respective directors, employees, agents, suppliers and subcontractors be held liable to any FROG Member or Framatome as applicable for the use or misuse of, or for any damage or loss resulting from the use and exploitation of any Works and/or Results provided under the FROG Program and the Agreement.

Neither the FROG Members nor Framatome shall be responsible or liable to the other for any special, indirect, immaterial, incidental or consequential loss or damage of any nature arising at any time out of implementation of FROG Programs. A FROG Member being a Funding Party shall, as nuclear operator of its plant(s), indemnify and hold Framatome and its subcontractors harmless against any indirect, incidental, special or consequential damage or loss, or any claim based on such damage or loss.

The total and cumulative liability of Framatome to the FROG Members under a Program shall not exceed one hundred percent (100%) of the portion of the compensation received by Framatome for the Work performed corresponding to the percentage of the FROG Member's part in the total funding allocated to said Program. Reciprocally, the total cumulative liability of the FROG Member to Framatome under a Program shall not exceed one hundred percent (100%) of the compensation received by the FROG Member for the Work performed.

Each FROG Member agrees to render this clause enforceable with its insurance company.

15.2 NUCLEAR LIABILITY

The following terms used hereafter have the following meanings:

Nuclear Incident : means any occurrence or succession of occurrences having the same origin which causes damage, provided that such occurrence or succession of occurrences, or any of the damage caused, arises out of or results from the radioactive properties, or a combination of radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or radioactive products or wastes or with any of them.

Nuclear Installation: means (i) any nuclear reactor other than one with which a means of sea or air transport is equipped for use as a source of power, whether for propulsion thereof or



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for any other purpose; and (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such Nuclear Material.

Nuclear Material shall mean:

(i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor, either alone or in combination with some other material; and

(ii) Radioactive products or waste (which means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to, the production or utilization of Nuclear Fuel, but not including radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural , commercial or industrial purpose).

Operator: means the entity legally designated and recognized as the operator of a Nuclear Installation in accordance with the national laws and regulations applicable to that Nuclear Installation in the State where it is located.

Neither Framatome nor its sub-contractors, suppliers and employees shall be liable for loss of, damage to, or loss of use of any property including the Owner's property, arising out of or resulting from a Nuclear Incident occurring within the Owner's Nuclear Installations (or if Owner is not an Operator, the Operator of the concerned Nuclear Installation). The Owner (or if Owner is not an Operator, Owner shall cause the concerned Operator and its insurers) shall waive all rights of recovery against Framatome, its subcontractors, suppliers, agents, other representatives and employees of any of them, with respect to third party liability on account of any such loss, damage, or loss of use.

The Owner (or if Owner is not an Operator, Owner shall cause the concerned Operator and its insurers) shall substitute for Framatome in any claims and/or proceedings instituted against Framatome, its suppliers, subcontractors, insurers and employees by any third party on the basis of a Nuclear Incident occurring within the Owner's Nuclear Installation (or if the Owner is not an Operator, the Nuclear Installation of the concerned Operator) and shall indemnify Framatome for any and all costs in connection therewith if any.

In no event and under no circumstances shall Framatome, its subcontractors, suppliers and employees, irrespective of their activities under any Program, be considered as the Operator of the Owner's Nuclear Installations and/or any concerned Nuclear Installation for any purpose. In support of the Owner's nuclear liabilities under this Article, each Owner (or if Owner is not an Operator, Owner shall cause the concerned Operator and its insurers to) shall secure and maintain, at no cost to Framatome, nuclear liability insurance to cover Nuclear Installations and contents against physical loss or damage caused by a Nuclear Incident.



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16 EXPORT CONTROL - ANTITRUST

16.1 Concerning Export Control, this Agreement and the Work Orders shall be subject to such necessary actions as each Party may make in order to comply with any applicable law, order, regulation, ruling or request of the competent authorities.

In particular, each Party shall provide and execute in a timely manner any document required to obtain export licences when applicable.

16.2 The Parties undertake to comply with applicable antitrust rules and regulations and shall not in particular, discuss in the course of the present cooperation, any other topics than those related to the subject matter of the Agreement.

17 APPLICABLE LAW

The validity, interpretation, performance, implementation and all matters relating to the Agreement and the Work Orders, and any amendment thereto shall be governed by and construed in accordance with the substantive laws of Switzerland to the exclusion of any rules of conflict of law incompatible with this choice of law.

18 SETTLEMENT OF DISPUTES

All disputes arising out of or in connection with the Agreement and the Work Orders shall be settled through amicable negotiations between the concerned Parties upon the request of any Party.

In the event that no amicable settlement is reached within sixty (60) days after such request for amicable negotiations has been given by one Party to the other Party, then the Parties agree to submit the matter to settlement proceedings under Alternative Dispute Resolution Rules of the International Chamber of Commerce (hereinafter "ADR") for mediation. If the dispute has not been settled pursuant to the said ADR within sixty (60) days following the filing of a request for ADR or within such other period as the Parties may agree in writing, such dispute shall be submitted to arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

The chairman of the arbitral tribunal shall not be of the same nationality of either the Parties. The arbitral tribunal shall not be empowered to act as amiable compositeur. The place of mediation and arbitration shall be in Geneva, Switzerland. The mediation and arbitration proceedings shall be conducted in the English language.

The Parties agree that all communications among the Parties, their counsel or consultants during the course of and pursuant to the mediation and arbitration process are confidential. The award of the arbitral tribunal shall be final and binding upon the concerned Parties and the Parties agree to be bound thereby and to act accordingly. Each Party waives any right of immunity it may have from the jurisdiction of national courts in relation to both the recognition and the enforcement of any arbitral award. The Parties agree that all communications among them and their counsels during the course of and pursuant to mediation/arbitration process are confidential.



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19 MISCELLANEOUS

19.1 SEVERABILITY OF PROVISIONS

Each of the provisions of this Agreement shall be interpreted so as to be effective and valid under applicable legal regulations. If, however, any of the provisions is or becomes unenforceable, invalid or ineffective under applicable legal regulations, the remaining provisions hereof shall not be affected. In the event of such unenforceability, invalidity or ineffectiveness, the Parties shall agree in writing to a solution that will retain the context and purpose of the given provision.

19.2 WAIVERS

Waiver by either Party of any default of the other Party shall not be deemed as a waiver by such Party of any other default.

19.3 CONTRACTUAL DOCUMENTS

The Parties, shall comply with the documents listed below (hereinafter referred to as “**Contractual Documents**”).

In the event of any ambiguity or conflict among or between any of these Contractual Documents, they shall be interpreted in the order of precedence set forth below.

The Contractual Documents are:

- the present Agreement and all Appendices thereof;
- Appendix No. 1 – List of FROG Members and FROG Program Funding Shares
- Appendix No. 2 – List of FROG Working Groups
- Appendix No. 3 – General Rules and Principles for the Functioning of the FROG
- Appendix No. 4 – The model of Work Order

APPENDIX 1 – LIST OF FROG MEMBERS & FROG PROGRAM FUNDING SHARES

Permanent FROG Members :

CGN Power Co Ltd (China)
China National Nuclear Operation (« CNNO » - China)
Electrabel (Belgium)
Electricité de France (« EDF » - France)
EDF Energy (UK)
Eskom (South-Africa)
Korea Electric Power Company (« KHNP » - South-Corea)
Vattenfall AB (Sweden)
Teollisuuden Voima Oyj (TVO) (Finland)



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Permanent FROG Membership is strictly applied to following NPP :

Permanent FROG Member	List of PWR NPPs allowed to benefit to Membership (« Listed NPPs »)	Number of Listed NPPs	Shares per Member for FROG Program funding
CGN on behalf and for the need of GNPJVC LANPC LDNPC HNPC YNPC NDNPC FCGNPC (China)	Daya Bay 1 & 2, Ling Ao 1, 2, 3, 4, Hongyanhe 1,2,3, 4 Ningde 1, 2, 3, 4 Yangjiang 1, 2, 3, 4 Fangchenggang 1, 2	20	2
CNNO (China)	Qinshan Phase I Fangjiasan 1 & 2 Qinshan Phase II 1, 2, 3, 4	7	1
Electrabel (Belgium)	Tihange 1, 2, 3, Doel 1, 2, 3, 4	7	1
EDF (France)	Fessenheim 1&2, Bugey 2,3,4,5, Tricastin 1,2,3,4, Gravelines 1,2,3,4,5,6, Dampierre 1,2,3,4, Le Blayais 1,2,3,4, St Laurent B1, B2, Chinon B1,B2,B3,B4. Cruas 1,2,3,4. Paluel 1,2,3,4, St Alban 1,2, Flamanville 1&2, Cattenom 1,2,3,4, Belleville 1&2, Nogent 1&2, Penly 1&2, Golfech 1&2. Chooz B1&B2, Civaux 1&2.	58	2
EDF Energy (UK)	Sizewell B	1	1
ESKOM (South Africa)	Koeberg 1 & 2	2	1
KHNP**(Korea)	Hanul 1, 2, 3, 4, 5, 6 Kori 1, 2, 3, 4 Shin-Kori 1, 2, 3, 4 Shin-Wolsong 1 & 2	22	2



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	Hanbit 1, 2, 3, 4, 5, 6		
Vattenfall (Sweden)	Ringhals 2, 3, 4	3	1
TVO (Teollisuuden Voima Oyj)	OL3	1	1

** For KHNP specific case, the following rule shall apply :
 2 Shares for Joint programs applicable for all type of NPP ;
 1 Share if the Joint Program is only applicable to Framatome type NPP (Hanul 1 & 2)

Associated FROG Members :

Associated FROG Member	« Associated Listed NPPs »	Shares per Member for FROG Program funding
Fortum Power and Heat oy – Loviisa Power plant & Fortum Nuclear (Finland)	Loviisa NPP	1
Nuklearna elektrarna Krsko, d.o.o « NEK » (Slovenia)	Krsko NPP	1
Nordostweizerische Kraftwerke AG « NOK » (Switzerland)	Beznau NPP	1
Union Electric Company « AMEREN UE » (USA)	Callaway NPP	1
Union Electric Company Northern States Power Company « NSP » (USA)	Prairie Island NPP	1

APPENDIX 2 – LIST OF FROG WORKING GROUPS

The current Working Groups created by the FROG are listed hereafter :

- 1) Steam Generator Working Group (formelly The Steam Generator Technical Committee) created in 1995 related to Steam Generator behavior ;



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- 2) The Operating Procedures Working Group created in 1999 in order to support Emergency operating procedures maintenance, and to open it to non-FROG utilities ;
- 3) The Outage Optimization Working Group created at its March 2004 Strasbourg Steering Committee, open to non-FROG utilities;
- 4) The Ageing Working Group created in 2010 related to component ageing ;
- 5) The Corrosion Working Group created in 2003 related to corrosion of components ;
- 6) The Risk Informed Analysis (RAI) Working Group created in 2004 related to Risk informed and Probabilistic Safety Assessment ;
- 7) The Diesel Working Group created in 2011 related to Emergency Diesel group ;
- 8) The Chemistry Working Group created in 2013 related to chemistry in primary and secondary systems.
- 9) The RCP Expert Working Group created in 2017 related to Reactor coolant pump equipment
- 10) The Containment Working Group created in 2019 related to containment issues,
- 11) The Operation optimization Working Group created in 2019 related to operation, flexible operation and safety analyses.



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APPENDIX 3 – GENERAL RULES AND PRINCIPLES for the FUNCTIONING OF THE FROG

1) FROG representatives Appointment

Each Member shall appoint representatives and alternates to serve on the Steering committee and each Working Group according to the process detailed hereinafter:

- (i) Each Member will appoint a representative and an alternate to serve for a two-year term on the Steering Committee. If a Member's representative cannot continue to ensure his duties, his alternate will replace him until a new representative and/or alternate is appointed.
- (ii) Framatome will appoint a representative to the Steering Committee, to act as the FROG Secretary.
- (iii) Working Groups are set-up by the Steering Committee as required.
Each Member will appoint a representative to serve on each Working Group. This appointment will be formalized by a letter or a fax to the FROG Secretary.
Framatome will appoint a representative for each Working Group. This representative will act as the Program Manager (Technical Coordinator) for the said Working Group.
- (iv) Dissolution of a Working Group can be decided only by the Steering Committee.
- (v) The list of participants in each committee shall be yearly updated by the FROG Secretary. List of Members' representatives at the Steering Committee and at each Working Group is provided in the FROG annual report.
- (vi) Any participant in any committee has the possibility to resign. In such a case, the Member to which the resigning participant belongs shall inform the FROG Secretary and within one month shall appoint a new representative.

2) Permanent FROG Member Participation

A Permanent FROG Member can participate in any of the FROG activities he wishes. However he can decline to participate hence to fund specific FROG Programs.

The following gives guidance to Working Groups in assuring that Member participation is coherent with the funding process:

- (i) The process of qualifying a FROG Program is provided especially in article 6.1 of the Agreement.
- (ii) Once a FROG Program becomes a qualified program, responsibility for its implementation is given to a dedicated Working Group.
- (iii) In order to handle the situation where a participant to Working Group stands to benefit by attendance at meetings at which are discussed qualified FROG Programs he has declined to fund the Technical Coordinator can:



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- 1) Either propose to set up a specialized sub-Working Group dedicated to the specific qualified FROG Program. This sub-Working Group will exclude the participant(s) not funding the Program, or
- 2) Request the participant(s) not funding the FROG Program to leave the meeting during discussion on that Program.

3) Chairmanship of the Steering Committee

The FROG Steering Committee may elect a Chairman and a Vice-Chairman to conduct its activities. The following provides additional guidance:

- (i) The Steering Committee shall elect its Chairman and its Vice-Chairman to serve for a period of two (2) years.
- (ii) After such a period, the Vice-Chairman will become Chairman and a new Vice-Chairman shall be elected.
- (iii) Upon resignation of a Chairman, the Vice-Chairman will assume the duties. A new Vice-Chairman is designated or elected. If the Steering Committee has no Vice-Chairman for whatever reason, the most recent past Chairman still on the Steering Committee will become acting Chairman until a Chairman and a Vice-Chairman can be designated or elected.

4) Action item tracking of FROG activities

The FROG maintains a system to identify document and to track the status of action requests made by the Steering Committee, Working Group or Task Force. This system is a management tool to facilitate efficient communication and interaction within the FROG. It is under the FROG Secretary responsibility.

- (i) Actions decided at each Steering Committee are summarized in the Minutes of Meeting and released periodically by the FROG Secretary to Members. Once an action is closed, it is deleted from the report. A file keeping track of all actions is kept by the Secretary and is available, upon request, to all Members.
- (ii) Each Working Group keeps track of its own actions decided in the course of its activities.

5) Correspondence

In accomplishing the daily operation of the FROG Owners Group, correspondence is exchanged between the Steering Committee, the Working Groups, the FROG Members and FROG Secretary.

This guideline hereinafter covers these types of correspondence:

- (i) All correspondence pertaining to the FROG will be written on FROG Owners Group letterhead stationary. Members will use their own stationary. All correspondence must be signed by the Member's designated FROG representative.



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- (ii) Correspondence issued by the FROG Secretary will be assigned a sequential "OG" identifier number. This number is obtained from the FROG Secretary.
- (iii) Correspondence between Steering Committee and Working Groups should be reviewed by appropriate Steering Committee and/or Working Group representative prior to transmittal. The Chairman or the Technical Coordinator determines the review requirements and will usually be the "signer" of letters.
- (iv) The person signing will be responsible for correct distribution.
- (iv) All correspondence assigning or requesting action by a Working Group shall be kept filed by Framatome representative on that Working Group.
- (v) A copy of all correspondence should be sent to the FROG Secretary for filing.

6) Financial status reports

As provided in article 8 of the Agreement, FROG operating expenses and FROG Programs expenses shall be submitted to the Steering Committee.

This following policy details how the reporting sheets must be filed:

- (i) Operating expenses status shall be provided on a bi-annual basis by the FROG Secretary to Steering Committee members. It will provide funding and expenditure status.
- (ii) At the steering committee meeting, the FROG Secretary shall propose the next year budget to the Steering Committee for its review and approval.
- (iii) Each Working Group shall issue to the Steering Committee a FROG Program Status which gives the expenditures and budget for each FROG Program.

7) Annual report preparation

The annual report is designed to summarize the activities of the FROG over the past calendar year. It is a brief record of significant FROG activities and enhances the understanding of these activities.

The guidance below provides the outline to be followed and the preparation schedule:

- (i) The Annual Report for each year shall be prepared and distributed by the FROG Secretary at the end of the first calendar quarter of the following year.
- (ii) Each section of the report assigned to a Working Group shall be prepared by the Technical Coordinator assigned to that Working Group with concurrence from the other Working Group participants.
- (iii) The outline of the report is as follows. Responsible organization is given in parenthesis.

- Introduction



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Explanation of the purpose of the report and brief highlight of the major accomplishments (Steering Committee).

- Accomplishments
(divided into subsections, one for every Program)
Description of the accomplishments, tasks completed, major recommendations (Working Group Technical Coordinator).
Identification of those areas requiring continued FROG Management attention (Steering Committee).
- FROG Program Management
Highlight of the FROG budget for the year and the performance of the FROG to stay within that budget. Tables to be included are expenditures by Working Group splitted by Program and overall FROG expenditures (Steering Committee).
- FROG deliverables
- Perspectives
- Working Group Membership and Organization

8) Steering Committee Meeting

Steering Committee shall meet periodically to review on-going activities, to approve budget and to define or revisit FROG objectives.

- (i) The Steering Committee will hold at least one (1) annual meeting to review on-going actions and during these meetings, specific technical topics will be covered, together with a round table of event occurred at Members' units.
- (ii) This meeting shall be held in the third-fourth quarter, and hosted by one FROG Member. During that meeting, budget for next year will be proposed by FROG Secretary and submitted to Committee for approval, review of on-going FROG Programs together with status of Expenses.
- (iii) If necessary, a second Steering Committee meeting shall be held in the second quarter, and hosted in France by Framatome.
- (iv) FROG Secretary will propose meeting agenda at least one month prior to the meetings and will issue a detailed report to be presented at the meeting, and shall prepare minutes of meeting. These minutes shall be reviewed and approved by FROG Chairman prior to their issuance.

9) FROG Program Reporting

These Programs are usually implemented by a dedicated FROG Working Group whose activities are coordinated by a Program Manager.

Each Working Group shall systematically:

- (i) Transmit to each Steering Committee Member, financially participating to the Working Group's Program, a copy of the minutes of important meetings. Such transmittal shall be made through the FROG Secretary.



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- (ii) Transmit to each Steering Committee Member, financially participating to that Program, a copy of the FROG Program final report. Such transmittal shall be made through the FROG Secretary.
- (iii) During the FROG Program course at the request of the Steering Committee, or further to Program completion present at a Steering Committee meeting a summary of the Work performed under this Program. This presentation will take due consideration that some Steering Committee Members could not have financially supported the said Program (confidentiality of the Results).

10) FROG website procedure

FROG Members have decided to implement a specific Website to ease communications, to facilitate technical exchanges and responsiveness, and to reduce paper exchanges. Address of Website is: www.fraog.org.

This Website includes a public part accessible to any visitor and a private part accessible to the FROG Members. The private part is subdivided into two (2) parts one for Permanent FROG Members, the other for Associated FROG Members.

The guidelines hereinafter provide some of the policies under which the FROG Website is operated:

- (i) FROG Secretary will provide each Member with a specific password which shall be kept confidential by the FROG Member. This password will be periodically changed by the FROG Secretary and the new password shall be forwarded by mail to each Steering Committee Member and to each Information Contact Officer.
- (ii) FROG Members shall have the responsibility to keep their valid password as confidential, in accordance with article 9 of the Agreement, and proprietary information, in particular this password shall not be communicated to outside personnel or to any other owners groups.
- (iii) In addition to the password, each participant to FROG activities within each Member utility will be identified through a personal username. Upon notification of a request from any FROG Member, (through the Information Contact Officers or the Steering Committee participants) FROG Secretary will communicate the username.
- (iv) The lists of usernames and passwords shall be managed by the FROG Secretary.
- (v) The FROG will include a dedicated forum.
- (vi) It will be used to raise questions on specific issues and to get appropriate and timely answers. These forum will be managed by the FROG Secretary.
- (vii) To activate an issue, the requesting Member shall send its question (by phone, fax or e-mail) to FROG Secretary together with the coordinates of its requesting personnel.



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- (viii) The FROG Website will be periodically updated by FROG Secretary and will include the most recent documents issued within the FROG. However, to limit computer memory requirements, attachments to minutes of meetings will not be systematically inserted.



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APPENDIX 4 – MODEL WORK ORDER
FROG PROGRAM

WORK ORDER number :

In terms of FROG Membership Agreement dated _____ (the « **Agreement** »), Framatome is authorized to proceed with :

Work description :

Budget :

Deliverables :

Expected results :

Duration :

Specific terms and conditions :

- Intellectual property
- Suspension
- Export control

For the avoidance of doubt, the Agreement shall regulate the relationship between the FROG Members in relation to the Work described in the present Work Order and the specific terms and conditions set forth herein.

The Work Order shall enter into force after :

- (i) signature by all the Funding Parties and
- (ii) the issuance of the required export licenses by the Governments of the Parties or confirmation that no export License is needed, or a letter of commitment issued by the Parties that the export license will be issued in a timely manner.

Per proposal :

Referenced :

Dated

Approved by Steering Committee



FROG MEMBERSHIP AGREEMENT

FROG MEMBER AUTHORIZATION

Reference
By
On

Signature

Framatome ACCEPTANCE

Reference
By
On

Signature