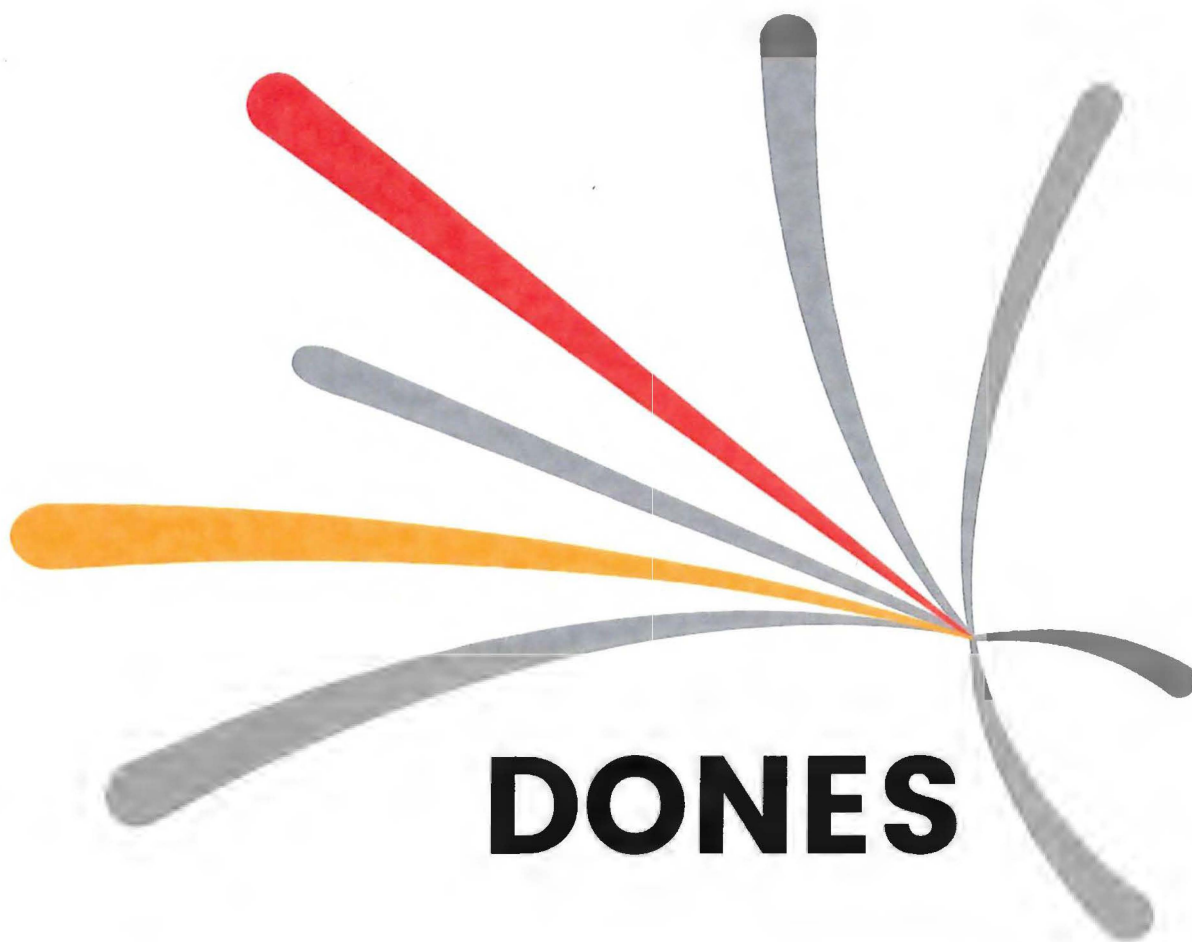




**Multilateral International DONES
Agreement**

Multilateral International DONES Agreement

(hereinafter referred to as the “MIDA” or the “Agreement”)

This Agreement is to be signed by and between:

Consorcio IFMIF-DONES España, a public entity jointly established by the General State Administration of Spain and the Regional Government of Andalusia, represented for the purpose of the signature of this Agreement by its Director, Ángel IBARRA, whose headquarters are located at Calle Gran Vía de Colón nº 48 18010 Granada, Spain (hereinafter referred to as “**esDONES**” or “**Host Party**”);

Ruder Bošković Institute, public institute for scientific research, owned by Republic of Croatia and designated by Ministry of Science, Education and Youth as implementing body for realization of Croatian contribution to the DONES Programme, represented for the purpose of the signature of this Agreement by its Director, David Matthew SMITH, whose headquarters are located at Bijenička cesta 54, 10000 Zagreb (hereinafter referred to as “**hrDONES**”);

National Institutes for Quantum Science and Technology, a Japanese public entity, represented for the purpose of the signature of this Agreement by KOYASU Shigeo, QST President whose headquarters are situated at 4-9-1, Anagawa, Inage-ku, Chiba-shi, Chiba 263-8555, Japan, (hereinafter referred to as “**QST**”).

THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY a joint undertaking established under the European Atomic Energy Community (Euratom) Treaty (known also as “Fusion for Energy”), represented for the purpose of the signature of this Agreement by its Director, Marc LACHAISE, whose headquarters are situated at Josep Planó 2, Torres Diagonal Litoral, Edificio B3, 08019 Barcelona (hereinafter referred to as “**F4E**”);

Istituto Nazionale di Fisica Nucleare, the Italian research Institute dedicated to the study of the fundamental constituents of matter and the laws that govern them, under the supervision of the Italian Ministry of Universities and Research, represented for the purpose of this Agreement by its Vice-president, Diego BETTONI, whose headquarters are located at Via Enrico Fermi, 54, 00044 - Frascati (Roma) (hereinafter referred to as “**INFN**”).

(hereinafter collectively referred to as “Parties” and individually referred to as “Party”)

HAVING REGARD that in December 2017 the Kingdom of Spain was selected to host and construct the International Fusion Materials Irradiation Facility- Demonstration Oriented NEutron Source (IFMIF-DONES) facility (hereinafter also referred to as the “Facility”) in the Region of Granada;

HAVING REGARD that the General State Administration of Spain and the Regional Government of Andalusia have established a Spanish public consortium with legal personality, named Consorcio IFMIF-DONES España to fulfill its obligations;

HAVING REGARD to the Memorandum of Understanding signed between the Kingdom of Spain and the Republic of Croatia in November 2022 to define the contribution from Croatia to the DONES Programme;

HAVING REGARD to the exchange of letters by the Representatives of the Government of Spain in October 2022 and EURATOM in December 2022 recognizing the Demonstration Oriented NEutron Source (DONES) as an essential step on the path to achieving industrial energy production through fusion;

HAVING REGARD to the Memorandum of Understanding signed between the Kingdom of Spain and the Republic of Italy in July 2024 concerning the interest of Italy to participate in the DONES Programme;

HAVING REGARD to the Memorandum of Understanding signed between the Kingdom of Spain and Japan in May 2025 to define the contribution to the DONES Programme;

HAVING REGARD to Annex I (*DONES Programme*) in which the key basis for the definition of the DONES Programme have been set out;

ACKNOWLEDGING the international significance of the DONES Programme in supporting the advancement of fusion energy as a sustainable and clean energy source;

RECOGNISING the critical importance of the DONES Programme in developing materials capable of withstanding the extreme conditions expected in future fusion reactors as well as other technologies;

AFFIRMING their strong and genuine interest in the objectives of the DONES Programme.

DESIRING to formalize the terms of cooperation among the Parties for the Construction, Commissioning, Operation and Decommissioning Phases of the DONES Programme;

AFFIRMING that each Party possesses the legal capacity to enter into this Agreement;

HAVE AGREED AS FOLLOWS:

CHAPTER I

INTRODUCTION

Article 1

Purpose

This Agreement establishes the terms and conditions for the implementation of the DONES Programme, which includes the Construction, Commissioning, Operation and Decommissioning phases of the DONES Programme as referred to in Annex 1 (*DONES Programme*) (hereinafter also referred to as the “Programme” or “DONES Programme”).

Article 2

Collaboration Principles

1. The Parties, in pursuit of the Purpose stated in Article 1, shall act in accordance with the following Collaboration Principles:
 - a) The Parties commit to the best of their knowledge act in good faith, mutual support and in sincere cooperation, taking all necessary and possible measures to contribute effectively to the successful implementation of the Programme, including but not limited to providing assistance to the Host Party, taking into account the current state of the art.
 - b) The Parties shall collaborate in a spirit of transparency and mutual trust, ensuring the full and timely exchange of all information necessary for the effective implementation of this Agreement.
 - c) The collaboration under this Agreement shall be carried out with due regard to the principles of efficiency and inclusiveness.
 - d) The Parties shall collaborate considering the environmental impact of their activities and minimize any negative effects. This includes promoting sustainable practices and ensuring the responsible use of resources.

Article 3

IFMIF-DONES Facility

The IFMIF-DONES Facility shall be located in Escúzar, Granada (Spain).

CHAPTER II

PARTIES' RIGHTS AND OBLIGATIONS

Article 4

Rights and Obligations of the Parties

1. The Parties hereby undertake the following obligations:

- a) to pursue, jointly with the other Parties, the full achievement of the objectives and goals of the collaboration that forms the Purpose of this Agreement;
- b) to contribute to the Construction, Commissioning, Operation and Decommissioning Phases of the DONES Programme as set forth in this Agreement and Annexes hereto, in accordance with their respective contributions to the Programme as stated in the Annex II (*Value Estimates and Allocation of Contributions of the Parties*);
- c) to accept and implement the decisions emanating from the Steering Committee, execute the actions corresponding to that Party, and collaborate with the other Parties in the joint implementation of the Programme as required;
- d) to provide reports to the Steering Committee and the Programme Manager on the progress of the respective Party's participation and contributions;
- e) to actively engage in addressing, jointly with the other Parties, any issues arising during the implementation of the DONES Programme that may jeopardize the fulfillment of its objectives, including management of delays or cost overruns;
- f) to provide the support required by the Host Party in order to fulfil its obligations, particularly when the contributions provided by such party have an effect in such fulfilment, in accordance with their respective contributions to the DONES Programme as stated in Annex II (*Value Estimates and Allocation of Contributions of the Parties*);
- g) to ensure that all data, books, records, and other relevant documents relating to the DONES Programme are kept available for audit purposes, as required by the competent authorities for a period of up to five years after the completion or termination of the Programme;
- h) Any other obligations set forth in this Agreement.

2. The Parties shall possess the following rights:

- a) To actively participate in the Construction, Commissioning and Operation Phases of the DONES Programme, subject to the terms of this Agreement;
- b) to be represented and actively participate in the Steering Committee;
- c) to benefit from the results of the DONES Programme as specified in this Agreement, including the right to use the Facility during the Operation Phase in accordance with the Party's share in the collaboration based on Annex III (*Principles for the Definition of the Joint Exploitation Scheme of the DONES Programme*);
- d) Any other rights set forth in this Agreement.

Article 5

Forms of Contribution

1. Contributions by the Parties to the DONES Programme may take the following forms:

- a) In-kind contributions, which may include
 - i. Specific components, equipment, materials, and other goods, buildings and services; and/or;

- ii. Contributions of personnel, including DONES Programme Manager and/or experts made available by a Party to the Programme Team.
- b) Financial/cash contributions;
- c) Operation of support facilities, located outside IFMIF-DONES Facility site, as set out in Annex II (*Value Estimates and Allocation of Contributions of the Parties*).

Article 6

In-kind contributions and contributions of personnel

1. Each Party's commitment to contribute to the Programme in the form of in-kind contributions shall be implemented through the bilateral procurement arrangements (hereinafter referred to as the "Procurement Arrangement" or the "PA") agreed between the Host Party and another Party with the acknowledgment of the Programme Manager and reporting to the Steering Committee. Notwithstanding, the Host Party shall incorporate its in-kind contributions into the Annual Work Programme for the DONES Programme.
2. The Procurement Arrangement shall outline a technical description of the contribution to be made, which shall include safety requirements, technical specifications, schedules, milestones, risk assessments, deliverables, criteria for their acceptance and other rights and responsibilities of the Parties.
3. Unless otherwise agreed by the Parties, all components supplied by a Party in connection with the concerned PA shall become the property of the Host Party upon the final acceptance by the Programme Manager and the Host Party in accordance with the relevant acceptance requirements and tests, as applicable, as specified in the PA. Each Party shall be responsible for the transportation of the contributed components to the Facility site, unless agreed otherwise.
4. For the Programme Manager and experts made available by a Party to the Programme Team, the Procurement Arrangement shall take the form of an assignment arrangement (hereinafter referred to as "Assignment Arrangement").
5. Each Party shall be responsible for the salaries, insurances and allowances to be paid to the Programme Manager and the assigned members of the Programme Team, and shall pay for their travel expenses, unless covered by the allocated amount from the common expenses, and subsistence allowances.

Article 7

Financial contributions

1. Financial contributions shall be made in euro. They shall be used to:
 - a) cover common expenses of the Programme Team;
 - b) establish a reserve fund; and
 - c) cover the Operation Phase.
2. The specific terms governing the financial contributions shall be set forth in the relevant documentation, which shall be approved by the Steering Committee.
3. The abovementioned financial contributions shall be maintained within the financial accounts of the Host Party.

4. The Host Party shall, upon request by the Programme Manager, disburse the necessary aforementioned funds to cover the common expenses of the Programme Team, in accordance with the ceilings established in the approved Annual Work Programme.
5. A reserve fund is established to provide financial resources for addressing unforeseen expenses or contingencies, including those arising from technical changes initiated by the Programme Manager and/or the Programme Team, in accordance with the rules of the reserve fund.

Article 8

Contribution Impediments and Way Forward

1. Each Party's contribution is subject to budget availability.
2. If a Party is unable to honor its commitments, particularly due to budget constraints, it shall:
 - a) promptly inform the Host Party and the Programme Manager in writing; and
 - b) immediately notify the Steering Committee through its Chair.
3. Upon receiving such notification, the Steering Committee shall convene to determine the appropriate course of action to address the situation.

Article 9

Host Party Special Responsibilities

1. The Host Party shall be the owner and operator of the Facility and, as a consequence, its mandate shall encompass the following responsibilities:
 - a) the authority and obligation to supervise all activities related to the Construction, Commissioning and Operation Phases of the DONES Programme;
 - b) the receipt and administration of contributions from the Parties, the oversight of daily operations and the maintenance of the Facility;
 - c) the undertaking of all measures necessary to obtain all permits and licenses provided for in the laws and regulations in force in Spain and required for the implementation of the Programme;
 - d) the obligation to ensure full compliance with Spanish legal and regulatory provisions, including but not limited to those governing public and occupational health and safety; radiation safety and protection; licensing and control of radioactive substances or sources of ionizing radiation; environmental protection; and prevention and protection against acts of malevolence;
 - e) the obligation to host the Programme Team in close proximity to the Facility, including the provision of suitable working environments, such as office spaces, to ensure that Programme Team members are afforded appropriate working conditions and resources necessary for the execution of their duties;
 - f) the management of agreed financial contributions to operational costs and of the financial contributions to common expenses of the Programme Team, in accordance with the respective Programme Plan and Annual Work Programme;
 - g) the facilitation of cooperation and engagement with the Parties to ensure the effective and successful implementation of the Programme;
 - h) manage the decommissioning phase of the DONES Programme with the responsible national

agency of Spain;

- i) Any other responsibility set forth in this Agreement.

2.

The specific terms governing the special responsibilities of the Host Party shall be set forth in the relevant documentation, which shall be subject to approval by the Steering Committee.

CHAPTER III

GOVERNANCE STRUCTURE OF THE DONES PROGRAMME

Article 10

Steering Committee on the DONES Programme

1. The Steering Committee (hereinafter also referred to as the “DONES-SC”) shall be the highest decision-making body for the DONES Programme and shall be composed of the representatives of the Parties.
2. Each Party shall appoint up to three (3) representatives to the Steering Committee, with the exception of the Host Party that shall designate up to four (4). Each Party shall designate at least one representative from the relevant governmental or institutional authority to which the Party is subject, who shall act as head of delegation while at least one representative shall belong to the Party that entered into this Agreement. For the delegation of F4E, the European Commission shall be represented by its representative in the F4E Administration and Management Committee, while the other representatives in the delegation shall be the Chair of the F4E Governing Board and the Director of F4E, with the possibility to delegate the representation in line with internal rules.

For key strategic discussions, the Steering Committee may decide to hold a session with higher level representation. The European Commission shall be represented by its representative in the F4E Governing Board, while the other representatives in the delegation shall be the Chair of the F4E Governing Board and the Director of F4E.
3. The Steering Committee shall meet at least twice per year in the Host Party’s State, unless it decides otherwise.
4. Unless stipulated otherwise, the Steering Committee shall decide by consensus. If consensus cannot be reasonably reached the decision shall be taken by weighted voting of the Parties by two-thirds majority of the total votes as follows:
 - a) During the Construction and Commissioning Phases of the Programme, the voting rights of the Parties within the Steering Committee shall be proportional to their expected contributions to these phases of the Programme.
 - b) During the Operation Phase, voting rights shall be proportional to the approved credits allocated to each Party.
5. The votes of each Party shall be indivisible.
6. The functions of the Steering Committee shall include adopting decisions on the following matters:
 - a) monitoring, overseeing, and ensuring compliance with the Agreement and the commitments made by the Parties, as well as addressing and resolving issues related to the interpretation and fulfillment of the Agreement.

- b) The coordination, implementation and execution of the DONES Programme;
 - c) Modifications to annexes of this Agreement in accordance with Article 25;
 - d) definition of the long-term strategy of the scientific exploitation of IFMIF-DONES Facility (fusion and non-fusion) based on Annex I (DONES Programme);
 - e) the requests for accession;
 - f) the Steering Committee Rules of Procedure;
 - g) Intellectual Property and Information Rules as set out in Article 17;
 - h) the rules of the reserve fund;
 - i) the review of the progress and follow-up of the Construction, Commissioning and Operation Phases of the DONES Programme;
 - j) address any Party's withdrawal;
 - k) the Steering Committee secretariat resource allocation;
 - l) appointment of the DONES Programme Manager, including any *ad interim* appointments, and take any adequate decisions on his/her performance and replacement;
 - m) the approval and modification of the Programme Plan, the Annual Work Programme and the Annual Report on the DONES Programme;
 - n) the allocation and use of common expenses;
 - o) the measures to address budget shortfall;
 - p) appropriate course of action if a Party cannot honor its commitments;
 - q) the organisational structure of the programme team;
 - r) set up auxiliary advisory committees and subgroups as deemed necessary;
 - s) allow any national or international public entity with legal personality or R&D organization to become observer upon request;
 - t) any other function foreseen in the Steering Committee Rules of Procedure;
 - u) other decisions that may be necessary on the DONES Programme.
7. Decisions taken by the Steering Committee under the paragraphs 6(c) to (h), (j), (n) to (p) and (u) shall require unanimity.
8. Decisions adopted under this Agreement shall not in any case override, nullify, or otherwise circumvent the contribution of the Party referred to in Article 4 (1) b) without agreement of such Party.

Article 11

Auxiliary Advisory Committees and Subgroups

1. The DONES-SC may set up auxiliary advisory committees as deemed necessary to support its activities. Such auxiliary advisory committees shall operate in accordance with the terms of reference or mandate conferred upon them by the DONES-SC.
2. The DONES-SC may constitute subgroups, composed of Parties's representatives, advisors, or experts, for the purpose of addressing specific issues pertinent to its mandate. The tasks and composition of such subgroups shall be endorsed by the DONES-SC, and their activities shall be conducted in compliance with this Agreement and the DONES Programme.

3. Among the auxiliary advisory committees established pursuant to paragraph 1, the Scientific and Technical Advisory Committee (hereinafter referred to as "the STAC") shall hold a permanent role.
4. The STAC shall be tasked with providing advice to the DONES-SC and the DONES Programme Manager on scientific and technical matters of strategic importance to the DONES Programme.

The composition, governance, and detailed working arrangements of the STAC shall be specified in its rules of procedure, which shall be approved by the DONES-SC.

5. The DONES-SC retains the right to amend the mandate, composition, or working arrangements of any auxiliary advisory committee or subgroup established under this Article, or to dissolve those which do not hold a permanent role, as necessary to ensure the effective and efficient implementation of the DONES Programme.

Article 12

DONES Programme Manager and Programme Team

1. The DONES Programme Manager (hereinafter referred to as the "Programme Manager") shall be tasked with the coordination of the implementation of the Programme, in accordance with this Agreement.
2. The Programme Manager shall be appointed by the DONES-SC as a contribution by the respective Party for an initial period not exceeding four (4) years, with the possibility of extension. In exceptional circumstances, the Programme Manager may be appointed on an interim basis.
3. The Programme Manager shall be supported in the execution of their duties by the experts made available as in-kind contributions by the Parties. These experts and the Programme Manager shall collectively constitute the programme team (hereinafter referred to as the "Programme Team" or the "PT").
4. In particular, the Programme Manager shall:
 - a) Manage the coordination of the implementation of the DONES Programme;
 - b) Define the basic organizational structure of the Programme Team and submit it to the Steering Committee for approval;
 - c) Direct and supervise the members of the Programme Team;
 - d) Prepare the Programme Plan, the Annual Work Programme and the Annual Report, and submit them to the Steering Committee for approval;
 - e) Report to the Steering Committee on the progress of the Programme;
 - f) Assist auxiliary advisory committees and subgroups in the performance of their mandate, as requested by the Steering Committee or specified in this Agreement;
 - g) Review and/or draft proposals for the procurement arrangements to be agreed between the Host Party and the respective Party, providing the technical description for the different in-kind contributions;
 - h) Monitor and account of the contributions made by each Party in close collaboration with the Host Party;
 - i) Ensure that the Programme Team adheres to the applicable rules of work, standards and regulations concerning public and occupational health and safety, radiological safety, radiation protection, licensing, radioactive substances, environmental protection and protection from acts of malevolence in force at the Host Party premises, or as outlined in the assignment arrangement, in the execution of their duties;

- j) Facilitate and coordinate the accession process as set out in this Agreement;
 - k) Oversee and ensure the implementation of the Annual Work Programme, with due regard to its schedule, deliverables, and standards of quality;
 - l) carry out other activities as may be necessary for the execution of the DONES Programme, as well as perform any other specific tasks agreed upon by the Steering Committee;
 - m) Perform their duties in close contact and cooperation with the Host Party.
5. The Programme Manager, together with the Parties, shall ensure that all data, books, records, and other relevant documents relating to the DONES Programme are kept available for audit purposes, as required by the competent authorities for a period of up to five years after the completion or termination of the Programme.
 6. The roles and responsibilities of the DONES Programme Manager and Programme Team shall be approved by the DONES-SC.

Article 13

Programme Coordination Board

1. The Parties shall establish the Programme Coordination Board (hereinafter “the PCB”).
2. The PCB shall comprise the DONES Programme Manager; a project manager from each Party; and other experts if agreed.
3. The PCB shall convene at least once per month. Meetings of the PCB shall be chaired by the DONES Programme Manager.
4. The PCB shall support the Programme Manager in their responsibility of ensuring effective coordination between all the Parties regarding the implementation of the Programme.
5. The detailed working arrangements of the PCB shall be specified in its rules of procedure, which shall be approved by the DONES-SC.

CHAPTER IV

INSTRUMENTS OF IMPLEMENTATION OF THE DONES PROGRAMME

Article 14

Programme Plan

1. The Programme Manager shall submit the Programme Plan of the DONES Programme to the Steering Committee for approval, following consultation with the STAC and the PCB.
2. The Programme Plan shall cover the entire duration of the DONES Programme and shall be updated annually.
3. The Programme Plan shall:
 - a) provide a description of the overall activities, including a time schedule and key milestones for the implementation of the Programme, with adjustments based on the progress achieved;

- b) offer a comprehensive overview of the contributions already made and of those expected to be made by each Party for the implementation of the Programme;
- c) set out, inter alia, the scope, main joint objectives and deliverables including positions of posted personnel or experts, the overall schedule and key milestones, the indicative budget and any other modalities of the collaboration.

Article 15

Annual Work Programme

1. The Programme Manager shall submit, for approval to the Steering Committee, an Annual Work Programme for the DONES Programme before the end of each calendar year, following consultation with the STAC and the PCB.
2. The Annual Work Programme shall detail the description of the activities to be undertaken, including objectives, planning, common expenses and the expected in-kind contributions to be provided by each Party.

Article 16

Annual Report

1. The Programme Manager shall submit an Annual Report to the Steering Committee, for approval, during the first semester of each calendar year. The annual report shall cover all activities undertaken in the preceding year for the implementation of the DONES Programme.
2. The Annual Report shall include:
 - a) a detailed summary of the activities carried out, including progress towards the achievement of the objectives set out in the Programme Plan;
 - b) a recapitulatory statement of the contributions made by each Party, including financial and in-kind contributions.

CHAPTER V

OTHER PROVISIONS

Article 17

Intellectual Property and Information

1. The intellectual property and information rules to be followed during the Construction and Commissioning phases are set out in Annex IV (*Intellectual Property and Information Provisions related to the Construction and Commissioning Phase, and the management of the Programme Team of the DONES Programme*) to this Agreement.
2. The intellectual property and information principles related to the execution of the DONES Programme during its Operation Phase and the rules based on those principles shall be developed by the DONES Programme Manager and approved by the DONES-SC.

3. Each Party that provides intellectual property under the DONES Programme is understood to be giving no warranty in respect of such intellectual property and the Party using such intellectual property shall be exclusively liable for any cost and expense resulting from such use.

Article 18

Conflicts of Interest

1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the present Agreement. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family, personal or any other relevant connection or shared interest.
2. Any conflict of interest which could arise during the implementation of this Agreement shall be notified to the other Parties in writing without delay. In the event of such a conflict of interest, the Parties shall immediately take all necessary steps to resolve it.
3. The Parties declare that they have not granted and shall not grant, have not sought and shall not seek, have not attempted and shall not attempt to obtain, and have not accepted and shall not accept, any advantage, financial or in kind, to or from any third party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the performance of the Agreement.

Article 19

Data Protection

The Parties undertake to comply with the applicable data protection regulations, in particular Regulation regarding Rules of data protection, which shall be approved by the DONES-SC. Before processing any personal data required for the execution of this Agreement, a data processing agreement shall be signed and approved by the Parties through the Steering Committee.

Article 20

Confidentiality

1. The Parties undertake to preserve the confidentiality and not to copy or use for other purposes than to satisfy the implementation of this Agreement or divulge to third parties any know-how, information or documents received from the other Party for the implementation of this Agreement and identified as confidential (hereinafter referred to as "Confidential Information").
2. The Parties shall continue to be bound by this Article for a period of 5 (five) years after completion of the obligations of the Parties under the Agreement.
3. Each Party shall ensure compliance of its personnel, suppliers and any third party, who need to have access to the Confidential Information on a need-to-know basis, with the confidentiality obligations arising out of this Article. The Confidential Information may not be given to persons other than those who are entitled to have access to it and with the prior authorization of the Programme Manager and the disclosing Party.
4. Should a Party have knowledge of any incident that suggests there has been an infringement of the confidentiality obligation, it shall inform the providing Party of it forthwith.
5. The receiving Party shall be liable to the disclosing Party for any violation by it of the terms of use which apply to the Confidential Information contributed by the disclosing Party.

6. The confidentiality obligations shall not apply to any Confidential Information that:
- a) was in the public domain or open to the public at the time they were transmitted to the receiving Party, or
 - b) became public or open to the public for reasons other than an action or omission attributable to the receiving Party, or
 - c) were in the receiving Party's possession, without any limitation regarding their disclosure at the time they were transmitted to the receiving Party, provided that such prior possession is supported by written evidence, or
 - d) at any time, was developed by the receiving Party completely independently of any such disclosure by the disclosing Party; or
 - e) has to be disclosed as a result of a court order or a mandatory legal obligation, provided that the receiving Party shall -if legally possible- inform the disclosing Party of any such order or action to give the disclosing Party the opportunity to request a protective order. If confidential information has to be disclosed due to a legal obligation or an order by court or another authority, such disclosure is no violation of these confidentiality obligations. As for the rest, the obligation according to Article 20 remains unaffected.

Article 21

Liability

1. Neither Party shall be liable for acts and/or defaults of the other Party in the execution of this Agreement. Each Party agrees to indemnify and to hold harmless the other Parties and its personnel from any and all third-party actions, claims or demands resulting from its act or default.
2. Notwithstanding the foregoing, neither Party shall be liable to the other Party for any claims, losses, expenses or damages caused or suffered to the other Party's property and/or personnel in connection with this Agreement, unless such claims, losses, expenses, or damages were caused by, resulted from, or arose out of the gross negligence or intentional misconduct of the Party at fault.
3. The foregoing provisions shall not be applicable to damages caused by radiological incidents, compensation for which the liability shall be in accordance with applicable laws and regulations of the country or territory where it happens.

CHAPTER VI

FINAL PROVISIONS

Article 22

Accession

1. Upon the entry into force of this Agreement, any public national or international organization with legal personality may accede to and become a Party to the DONES Programme, following a unanimous decision of the Steering Committee.
2. Any public national or international organization with legal personality that wishes to accede to this Agreement (hereinafter the "Acceding Party") shall notify the Host Party and the Programme Manager. The latter shall inform the Parties of this request at least two months before it is submitted for decision to the Steering Committee.

3. The Programme Manager, after consultation with the PCB, and following prior discussions with the Acceding Party and the Host Party, shall submit to the Steering Committee a proposal on:
 - a) the conditions for accession, including but not limited to the planned contribution of the Acceding Party to the Programme; and
 - b) any necessary readjustment to the Value Estimates and Allocation of Contributions of the Parties (Annex II).
4. Accession shall take effect upon the signature of the instrument of accession to this Agreement by the Acceding Party, following unanimous approval of the accession by the Steering Committee. The Steering Committee decision shall take into consideration its impact on the financial plan of the DONES Programme.

Article 23

Withdrawal

1. Upon the entry into force of this Agreement, any Party other than the Host Party may withdraw from this Agreement by providing written notice to the other Parties through the Steering Committee at least six months in advance.
2. In the spirit of sincere cooperation, the Parties shall cooperate to address the bearing of the remaining contribution's share of the withdrawing Party to ensure the continued implementation of the Programme. This may include proportional cost-sharing, voluntary contributions, and/or other agreed measures, as decided by the Steering Committee.
3. The withdrawal of a Party shall not affect the validity or enforceability of this Agreement for the remaining Parties. All provisions of this Agreement shall remain in full force and effect for the Parties that continue to participate, without requiring an amendment to the Agreement itself.
4. The details of the withdrawal shall be reflected by the respective Parties in the amendments to the signed Procurement Arrangements and in the Value Estimates and Allocation of Contributions of the Parties (Annex II). Such amendments shall not require an amendment to this Agreement.
5. Withdrawal shall not relieve the withdrawing Party of accrued contributions incurred prior to the effective date of the withdrawal.
6. Notwithstanding a Party's withdrawal, any rights and obligations which by their nature continue beyond the withdrawal, including, by way of illustration and not limitation, those in Article 21 (Confidentiality), Article 22 (Liability) and Annex IV (*Intellectual Property and Information Provisions related to the Construction and Commissioning Phase, and the management of the Programme Team of the DONES Programme*), shall remain binding on the withdrawing Party even after the effective date of withdrawal.

Article 24

Duration and Termination

1. This Agreement shall remain in effect for the duration of the Construction, Commissioning and Operation Phases of the DONES Programme, unless terminated earlier by mutual consent of the Parties.
2. The expiration or termination of this Agreement shall not affect neither the accrued contributions, nor any specific rights and obligations accrued in compliance with, by way of illustration, Article 9 (*Host Party Special Responsibilities*), Chapter V (*Other Provisions*) and Annex IV (*Intellectual Property and Information Provisions related to the Construction and Commissioning Phase, and the management of the Programme Team of the DONES Programme*).

Article 25

Amendment

1. Any modification to this Agreement shall be made upon mutual written consent of duly authorized representatives of the Parties. Such an amendment shall then become an integral part of this Agreement.
2. Any modification to the Annexes of this Agreement shall not constitute an amendment to this Agreement and shall be approved by the Parties at the Steering Committee.

Article 26

Dispute Resolution

All questions and disputes between the Parties concerning the interpretation or implementation of this Agreement shall be resolved amicably through consultation and negotiation among the Parties.

Article 27

Applicable Law

This Agreement shall be governed by the Laws of Spain.

Article 28

Entry into force

This Agreement shall enter into force upon signature by all Parties.

Article 29

Annexes

1. The following annexes to this Agreement form an integral part thereof:
 - a) DONES Programme (Annex I)
 - b) Value Estimates and Allocation of Contributions of the Parties (Annex II).
 - c) Principles for the Definition of the Joint Exploitation Scheme of the DONES Programme (Annex III).
 - d) Intellectual Property and Information Provisions related to the Construction and Commissioning Phases, and the management of the Programme Team of the DONES Programme (Annex IV).

Article 30

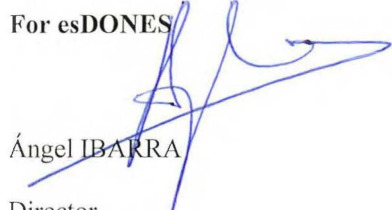
Transitional Provisions

The Parties agree that any documents or arrangements agreed at the DONES Steering Committee prior to entry into force of this Agreement shall become as null and void after 1 year upon the entry into force of this Agreement unless DONES-SC confirms their validity. In case of discrepancies between those documents and this Agreement, the latter shall prevail.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Parties, have signed this Agreement.

Done at Madrid on 21st November 2025, in five copies, in the English language.

For esDONES



Ángel IBARRA

Director

For hrDONES



David Matthew SMITH

Director

For QST



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President

For F4E



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Director

For INFN



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ANNEX I

DONES Programme

1. Introduction

The DONES Programme aims to advance nuclear fusion energy through the development of neutron-tolerant materials capable of withstanding high-energy neutron fluxes. Existing material data, derived from fission irradiation, is insufficient for fusion reactor conditions. The IFMIF-DONES Facility, a neutron source replicating fusion-like neutron spectra, is critical for generating the necessary material data. Established as Europe's reference facility for fusion material testing, the Facility will also support other fusion technologies and external scientific applications.

EURATOM and European Member States have supported the development of IFMIF-DONES since 2007, initially in collaboration with Japan under the IFMIF/EVEDA project, and later through the EUROfusion Consortium. The Facility's location in Escúzar, Granada (Spain), was selected following a call for proposals issued by F4E in 2016.

2. DONES Programme

2.1. Definition

The DONES Programme is a European research initiative aimed at supporting the advancement of nuclear fusion energy. The Programme's primary objective is the development, construction, and operation of a neutron irradiation facility capable of simulating the high-energy neutron environment of future fusion reactors, with particular emphasis on the DEMO reactor, to generate essential material data required for the design, licensing, and safe operation of such reactors.

2.2. Scope

The scope of the DONES Programme encompasses the development and operation of the IFMIF-DONES Facility, a neutron source capable of simulating the neutron environment of fusion reactors. The Programme's objectives and the Facility's capabilities, as detailed herein, are subject to ongoing refinement and may be modified based on technological developments and evolving needs.

2.3. Mission

The mission of the DONES Programme is to test materials and to develop a comprehensive database on the effects of fusion-like neutron irradiation on materials required for the construction of fusion reactors. Additionally, the Programme shall support advancements in other fusion technologies, including but not limited to tritium technologies. This mission will be fulfilled through the establishment of a neutron source producing high-energy neutrons at the necessary intensity and volume for these purposes.

2.4. IFMIF-DONES Facility Mission

The IFMIF-DONES Facility shall provide a deuterium-lithium (D-Li) neutron source designed to simulate the neutron spectrum of future fusion reactors. The Facility will utilize a 125 mA deuterium beam, accelerated to 40 MeV, directed onto a liquid lithium target to generate neutrons for material testing. The precise configuration and technical specifications of the Facility are subject to ongoing design developments and may be adapted as necessary.

2.5. Requirements

In order to achieve the objectives set forth in the Programme, the IFMIF-DONES Facility shall meet the following minimum requirements:

- The neutron spectrum produced shall closely replicate the neutron spectrum of fusion power plants, including primary recoil spectra (PKA), important transmutation reactions, and gas production (He, H);

- The facility shall deliver a neutron fluence of 20 dpaNRT (displacements per atom) in less than 2.5 years for a 0.3-litre volume, and 50 dpaNRT in less than 3 years for at least a 0.1-litre volume;
- Temperature-controlled test modules shall be provided, capable of covering a temperature range from 250°C to 550°C;
- Dpa and temperature gradients in the high flux region shall not exceed 15% of the gauge volume for dpa, and $\pm 3\%$ for temperature;
- The Facility must be capable of irradiating multiple test modules simultaneously.

These requirements are subject to refinement based on further technical assessments and developments. The operational lifespan of the Facility is expected to be no less than 30 years, with at least 20 years dedicated to conducting irradiation experiments. A target operational availability of 70% annually is set, with the possibility for future upgrades to a two-accelerator configuration.

2.6. Programme Phases

The DONES Programme is divided into the following phases:

1. **Validation Phase:** this phase primarily focuses on validating the key technical and scientific concepts underpinning the DONES Programme, developed within the context of the IFMIF/EVEDA project and the EU-Japan Bilateral Agreement under the Broader Approach;
2. **Design and Engineering Phase:** this phase involves detailed engineering and technical design of the IFMIF-DONES Facility and associated infrastructure to ensure that all systems meet the required specifications for operational performance;
3. **Site Decision Phase:** determination of the most suitable location for the IFMIF-DONES Facility, taking into account technical, environmental, and logistical consideration;
4. **Preparatory Phase:** this phase sets the groundwork for the construction and operation of the facility by organizing resources, stakeholders, and ensuring legal and financial frameworks are in place;
5. **Construction Phase:** this phase involves the physical construction of the IFMIF-DONES Facility, including all systems, buildings, and equipment necessary to operate the neutron source and testing modules;
6. **Integrated Commissioning Phase (“Commissioning Phase”):** during this phase, the systems and equipment of the facility will undergo testing, calibration, and verification to ensure they can operate according to design specifications;
7. **Operation Phase:** this phase involves the routine operation of the IFMIF-DONES Facility, including material irradiation experiments, data collection, and analysis;

Decommissioning Phase: this final phase is concerned with the safe decommissioning of the facility once its operational life is complete.

ANNEX II

Value Estimates and Allocation of Contributions of the Parties

1. Value Estimates for DONES Programme Phases

This document is the reference document related to the cost estimation of the entire DONES Programme. The table below provides a summary of the value estimates for the DONES Programme phases ¹.

DONES PROGRAMME Phases	Value (M€2021) ²	Value (kDUA) ³	Form of Contributions and References
CONSTRUCTION PHASE	694,28	98,15	
1. In-Kind / Direct Capital	567,71	80,26	In-kind contribution for hardware.
2. In-Kind Approved Additional Opportunities	11,00	1,56	In-kind contribution for hardware.
3. Personnel – Programme Team *1	107,58	15,21	In-kind contribution for personnel. Refer to *1 for credit equivalence of an assignee to the Programme Team. The mission budget will be supported by the Party and will represent 6k€ per year and PPY assigned to the PT to be transfer in cash.
4. Reserve Fund - Construction and Integrated Commissioning	8,00	1,13	In-cash contribution *2. Refer to *4 for the use.
INTEGRATED COMMISSIONING PHASE	54,72 102,26	7,74 14,46	For a duration of 5 years (1)+(2) For a duration of 5 years +2 years (1)+(2)+(3)
1. Personnel *1	23,99	3,39	In-cash contribution *1 to cover employees of the Operator or in-kind contribution for assignees to the Programme Team. The mission budget will be supported by the IA and will represent 6k€ per year and PPY assigned to the PT to be transfer in cash.
2. Operation (Energy, maintenance, Commissioning activities)	30,73	4,34	In-cash contribution *2.
3. Contingency for 2 years delays	47,54	6,72	23,77 M€ per year (included the Personnel and Operation cost) – This figure is obtained from the estimated cost of the last year of the Integrated Commissioning phase.
OPERATION PHASE	1179,51 1213,51	166,75 171,56	[(1)+(2)+(3)] * 20 years Operations [(1)+(2)+(3)] * 20 years + (4)+(5)+(6)
1. Personnel - PT & Operation Team *1 (Estimation per year)	13,16	1,86	In-cash contribution *1 for employees of the Operator or in-kind contribution for assignees to the Programme Team. The mission budget will be supported by the IA and will represent 6k€ per year and PPY assigned to the PT to be transfer in cash.
2. Facility Operation (Energy, Maintenance and Activities) (Estimation per year)	40,54	5,73	In-cash contribution *2.

¹ See DONES-PM-24-0098 Value Estimates for DONES Programme Phases document as agreed at the DONES-SC#03 (14/03/24)

² Figures are at December 2021 currency values, refer to *2 for information about conversion.

³ DUA monetary unit was defined in 2021 in order to provide a measured value to each of the in-kind packages, its 2021 value is 7.073€.

3. Funds for Decommissioning Phase *3. (Estimation per year)	5,28	0,75	In-cash contribution *2. Amount to be confirmed.
Total for a year of operation	58,98	8,34	(1+2+3)
4. Off-site Activities (yearly)	10	1,41	Off-site activities agreed for DONES Programme (in different locations, i.e.: PIE) linked to the Exploitation Programme. Contribution can be done mainly in-kind *2 and it will be cover by the Parties involved in the specific experiments.
5. Support Off-site Facilities	20 (Croatia)	2,83 (Croatia)	Contribution linked to Support Facilities made available to the Programme in different locations (e.g.: LIPAc or Croatian facilities). To Be Defined additional ones.
6. Reserve Fund – Operation	4,00	0,57	In-cash contribution *2. Refer to *4 for the use.
DECOMMISSIONING PHASE *3			

Table 1 Value Estimates for DONES Programme Phases

*1 Human resources contribution will be done on the basis of: 1PPY Programme Manager/Chief Engineer = 28,2 DUA, 1PPY Senior = 21,21 DUA, 1PPY Intermediate = 14,14 DUA & 1PPY Junior = 8,48 DUA.
*2 Proven ECB (European Central Bank) Inflation Rate. Regarding the in-cash contributions, each Party shall provide the agreed amount in Euro currency, escalated for inflation at the time of the transfer of the cash from the value of 31 December 2021, according to the relative increase of the price index with respect to the index of December 2021. For DONES, the inflation published by the ECB for the harmonised index of consumer prices (HICP) shall apply.
*3 The Multilateral International DONES Agreement encompasses the Decommissioning Phase, being the responsibility of the Host Party. A Yearly Provision during Operation years to be agreed with the responsible national agency of Spain.
*4 The rules of the reserve fund shall be approved by the Steering Committee.

1.1. Key Items of the Value Estimate for DONES Programme

1.1.1. DUA (DONES Unit of Account) definition

DUA monetary unit was defined in 2021 in order to provide a measured value to each of the in-kind packages, its 2021 value is 7.073€.

All figures related to in-cash contributions presented in this Annex are expressed in December 2021 currency values. Each Party shall provide the agreed amount in Euro currency, adjusted for inflation at the time of the transfer of the cash from the baseline value of 31 December 2021. The adjustment shall be made in accordance with the percentage increase in the price index with respect to the index of December 2021.

For the purposes of this Annex, inflation shall be calculated using the Harmonised Index of Consumer Prices (HICP) as published by the European Central Bank (ECB).

1.1.2. Personnel In-kind Contribution equivalence

Contribution can be done on the basis of in-kind for assignees:

Roles	€	DUA Equivalence
1PPY Programme Manager/Chief Engineer	200.000	28,2
1PPY Senior	150.000	21,21
1PPY Intermediate	100.000	14,14
1 PPY Junior	60.000	8,48

Table 2 Contribution Equivalence of in-kind Personnel

1.1.3. Contingency Estimate

Contingency is estimated as the cost of 1-year-delay, and it varies depending on the phase when the delay happens:

Situation	Contingency	Comment
Delay/Stoppage before I. Commissioning Phase	12,58M€	1 year - includes Manpower cost
Delay/Stoppage during I. Commissioning Phase	23,77M€	1 year - includes Manpower + commissioning cost
Delay/Stoppage during Operation Phase	27,55M€	1 year - includes Operation cost (without power)

Table 3 Contingency Estimation in different Scenarios

1.1.4. Share of Experimental Capability Calculation

The Share of Experimental Capability associated to each party will be calculated by using the following formula:

$$\%E_{xx}^i = \frac{\left(\frac{CC_{xx}}{AM} + CO_{xx}^i\right)}{\sum_{xx} \left(\frac{CC_{xx}}{AM} + CO_{xx}^i\right)} \times 100$$

Where:

$\%E_{xx}^i$ = Experimental Capacity Percentage of Party xx in Year i

CC_{xx} = Construction and Integrated Commissioning Phase contribution of Party xx in DUAs

AM = Depreciation timeframe (to be decided by the project)

CO_{xx}^i = Operation Phase contribution of Party xx in year i

Different Experimental Programmes will be scheduled and are to be approved by the Steering Committee and the Host Party.

2. Allocation of contribution of all the Parties for the Construction and Integrated Commissioning Phase

Summary of the esDONES agreed contribution

esDONES - Assigned Packages	DUA estimation
BP-01 - BP-11 Site, Building and Plant Systems	58.0 k DUA
TS-01 (a-f), TS04 (b,c), TS05 - TS09 Test System	
AS-03 - MEBT	
AS-06 - HEBT & Beam Dump (excl TIR)	
CS-01 - CODAC System	
CS-02 - Machine Protection System	
CS-03 - Safety (Control) System	
Personnel	
Operations	
Reserve Fund	

Summary of the hrDONES agreed contribution

hrDONES - Assigned Packages	DUA estimation
RH-01 - HROC	5.3 k DUA
RH-02 - Access Cell Mast Crane	
RH-10 - Lift Frame for PCPs	
RH-15 - Multipurpose System for the HFTM	
LS-02 - Heat Removal System (Secondary and Tertiary Loop)	
LS-05 - Oil Recovery Subsystem	
AS-09a - TIR Components (except Lithium Jet Diagnostics)	
Personnel	
Operations	
Reserve Fund	2.8 k DUA
Support facilities	

Summary of the QST agreed contribution

The Japan Contribution would be initially 5.73 kDUAs, which is equivalent to the Construction phase. The details and contents of the in-kind contribution will be defined in a separate document signed between esDONES and QST.

QST - Assigned Packages (to be defined in a separate document signed between esDONES and QST)	DUA estimation
Components, equipment, materials and other goods and services The potential in-kind contributions from Japan would be fulfilled through in-cash contribution to esDONES, who will be the entity responsible for the corresponding procurement processes.	5.73 k DUA
Personnel (made available to the Programme Team)	
Cash contributions which would allow covering of common expenses and to set up a Reserve Fund	
Operation of DONES support facilities located outside of the DONES main site	

Summary of the F4E agreed contribution

F4E - Assigned Packages	DUA estimation
RH-03 to RH-09, RH-11 to RH-14 & RH-16 Remote Handling Systems and Components	28.6. k DUA
AS-01 - Injector	
AS-04 & AS-05 related to SRF LINAC	
AS-07a & b - RF Power Plant	
AS-09b - TIR Components - Lithium Jet Diagnostics	
AS-10 to AS-15 - Accelerator System Ancillaries	
LS-11 - Lithium Raw Material (14m3)	
LS-12 - DONES Steel Eurofer	
Personnel	
Operations	
Reserve Fund	

Summary of the INFN agreed contribution

INFN - Assigned Packages	DUA estimation
AS-02 - RFQ	3.535 k DUA
Accelerator components (possibly such as HWR of the SRF linac, RF system parts or others as to be agreed among Parties)	
Personnel	
Operations	
Reserve Fund	
Support Facilities	

ANNEX III

Principles for the Definition of the Joint Exploitation Scheme of the DONES Programme

Introduction

The DONES Programme foresees the exploitation of the IFMIF-DONES Facility, with Parties involved in its construction, commissioning and operation. Taking this into account, basic principles for the definition of the joint exploitation scheme of the Facility are hereby outlined:

Principles for the Definition of the Joint Exploitation Scheme of the DONES Programme

- The Host Party, as the Operator of the Facility, will make its best effort to maximize the availability of the Facility to ensure cost-effective operation.
- The experimental programme to be carried out in the Facility shall be governed by a transparent and agreed-upon process, requiring the approval of both the Steering Committee and the Host Party.
- The DONES-SC will approve the annual operation budget for the IFMIF-DONES Facility. This budget will be distributed amongst the Parties according to their agreed contributions to the operation costs.
- The additional budget required for experiments preparation and later exploitation (both on-site and off-site), coordinated by the Programme Team, is incumbent to the Party or Parties in charge of the experiments.
- The experimental programme shall prioritize fusion-related experiments, with the highest neutron flux reserved for high-priority fusion material irradiation experiments, and lower fluxes allocated to secondary fusion-related and complementary research activities.
- Each Party will be entitled to a reserved share of “experimental capacity”, as defined in Annex II, section 01.1.4, for the purposes of developing its own experiments – either independently or in collaboration with other Parties. The allocation of such capacity shall be proportional to the respective credits of each Party.
- Based on the evaluation of the experimental results, the DONES Programme shall establish and maintain one or more Common Databases deemed relevant for the design and licensing of fusion reactors.
- The Party or Parties responsible for conducting the experiments shall contribute the experimental results to the Common Databases for the fulfilment of the DONES Programme mission.

ANNEX IV

Intellectual Property and Information Rules related to the Construction and Commissioning Phases, and the management of the Programme Team of the DONES Programme

Article 1

Definitions

1. For the purposes of the Construction and Commissioning Phases, and the management of the Programme Team of the DONES Programme:
 - a) “Information” shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in letter b) below.
 - b) “Intellectual Property” shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. For the purposes of this Agreement, Intellectual Property may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and:
 - i. have been held in confidence by their owner,
 - ii. are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents,
 - iii. have not been made available by their owner to other parties without an obligation concerning confidentiality, and
 - iv. are not available to the receiving party without an obligation concerning confidentiality.
 - c) “Background Intellectual Property” shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry as a Party of the MIDA, or outside the scope of the MIDA.

Article 2

Information and Intellectual Property

1. All Information and Intellectual Property generated by the Party shall be subject to the provisions of Article 17 (*Intellectual Property and Information*) of the Multilateral International DONES Agreement.
2. Background Intellectual Property shall remain the property of the Party that owns that Intellectual Property or Information.
3. If Intellectual Property/Information is generated by a Party during the implementation of the Construction and Commissioning Phases of the DONES Programme, that Party shall be entitled to acquire all right, title, and interest in and to such Intellectual Property and Information, in all jurisdictions worldwide, in accordance with applicable laws, regulations.
4. The providing Party, which incorporated the Background Intellectual Property shall:

- a) Grant the Host Party a worldwide, non-exclusive, irrevocable, royalty-free, non-transferable licence to such Background Intellectual Property for the use of the equipment or for the use of the services supplied by the Party where such Background Intellectual Property is required for safety, quality, and reliability purposes in order for the Host Party to fulfil its obligations as operator and owner of a radioactive installation in the frame of the DONES Programme;
 - b) Grant the members of the Programme Team a non-exclusive, irrevocable, royalty-free, non-transferable licence to such Background Intellectual Property solely for the operative needs of the Programme Team in the execution of its activities for the DONES Programme.
 - c) Ensure that the Host Party and the other Parties are granted a worldwide, non-exclusive, irrevocable, royalty bearing, non-transferable licence to such Background Intellectual Property for the use of the equipment or for the use of the services supplied by the Party inasmuch as such Background Intellectual Property is needed for their contribution to the DONES Programme, with the right to grant sublicenses for the same purposes and under the same conditions subject to the prior written agreement of the providing Party;
 - d) Make best efforts that the Host Party and the other Parties are granted a non-exclusive, royalty-bearing license to such Background Intellectual Property for the purposes of publicly funded research and development of fusion as a source of energy;
 - e) Make best efforts that the Host Party and the Parties are granted a non-exclusive, royalty-bearing license to such Background Intellectual Property for commercial fusion use.
5. The providing Party, which generated Intellectual Property in the course of the implementation of the Construction and Commissioning Phases of the DONES Programme shall:
- a) Grant the Host Party a worldwide, non-exclusive, irrevocable, royalty-free, non-transferable licence to such generated Intellectual Property for the use of the equipment or for the use of the services supplied by the Party where such generated Intellectual Property is required for safety, quality, and reliability purposes in order for the Host Party to fulfil its obligations as operator and owner of a radioactive installation in the frame of the DONES Programme;
 - b) Grant the members of the Programme Team a non-exclusive, irrevocable, royalty-free, non-transferable licence to such generated Intellectual Property solely for the operative needs of the Programme Team in the execution of its activities for the DONES Programme;
 - c) Ensure that the Host Party and the other Parties are granted a worldwide, non-exclusive, irrevocable, royalty free, non-transferable licence to such generated Intellectual Property for the use of the equipment or for the use of the services supplied by the Party inasmuch as such generated Intellectual Property is needed for their contribution to the DONES Programme, with the right to grant sublicenses for the same purposes and under the same conditions subject to the prior written agreement of the providing Party;
 - d) Ensure that the Host Party and the other Parties are granted a non-exclusive, royalty-bearing license to such Generated Intellectual Property for the purposes of publicly funded research and development on fusion as a source of energy;
 - e) Make best efforts that the Host Party and the other Parties are granted a non-exclusive, royalty-bearing license to such Generated Intellectual Property for commercial fusion use.
6. In case of any Procurement Arrangement being implemented, partially or completely by experts, within their contribution as members of the Programme Team, the Intellectual Property rights generated by these experts members of the Programme Team shall be considered as needed for

the contribution to the DONES Programme by the Parties, and therefore, in accordance with the provisions of Art. 2.4b) above.

Article 3

Publications

1. All publications shall be subject to the Programme Manager's prior approval. For this purpose, a draft of the relevant publication (for instance, a draft presentation or scientific article) shall be submitted for its approval as defined in the applicable Publications Management Procedure.
2. Publications under this provision cannot assign any rights to third parties, unless explicitly agreed by the Parties who are owners of such rights.
3. The members of the Programme Team are responsible for following the Publications procedures in place at their institution of origin.
4. The providing Party supports the widest possible dissemination of Information generated in the implementation of the DONES Programme.