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**Agreement between the
Princeton Plasma Physics Laboratory (Operated by Princeton University
under its U.S. Department of Energy Contract No. DE-AC02-09CH11466)
and Costa Rica Institute of Technology
on the Assignment of M.Sc. Luis Alonso Araya Solano
Arrival Date 10/03/2016 - Departure Date 12/16/2016**

WHEREAS, Princeton Plasma Physics Laboratory (hereinafter referred to as the "Receiving Party") and the Costa Rica Institute of Technology (hereinafter referred to as the "Assigning Party") have, respectively, been engaged in the fusion research projects.

WHEREAS, Princeton Plasma Physics Laboratory and Costa Rica Institute of Technology (hereinafter jointly referred to as the "Parties"), recognize the importance and necessity of cooperation between them in the area of fusion research.

WHEREAS, the Assigning Party desires to assign its employee, M.Sc. Luis Alonso Araya Solano (hereinafter referred to as the "Participant"), for participation in the area of fusion research.

WHEREAS, the Receiving Party recognizes the necessity of accepting the Participant from the viewpoint of encouraging further cooperative relationship between the Parties;

NOW, THEREFORE, in consideration of the faithful performance of the obligations set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Receiving Party, the Assigning Party and the Participant hereby agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to provide the terms and conditions with regard to the assignment of the Participant, an employee of the Assigning Party, to the Receiving Party.

ARTICLE 2 QUALIFICATION OF THE PARTICIPANT

The Assigning Party assures the Receiving Party that the Participant is technically qualified to perform the work specified in Article 3, and shall deliver to the Receiving Party an "Agreement Covering Obligations and Responsibilities of the Participant" which has been signed by the Participant (attached as Appendix to this Agreement).

ARTICLE 3 SCOPE

To conduct activities related to his fusion research projects and participate in discussions on their future in fusion.

ARTICLE 4 SUPERVISION AND CONTROL OF THE PARTICIPANT

- 4.1 The Participant is assigned to the Receiving Party for the period from 10/03/2016 to 12/16/2016.
- 4.2 The Participant shall remain an employee of the Assigning Party during such assignment. The Assigning Party shall be responsible for paying all wages, benefits, worker's compensation insurance and any other payments legally required on behalf of the Participant. The Receiving Party's financial obligation, if any, is limited to the items set forth in Article 5. The Receiving Party will exercise administrative control and technical supervision of the Participant's occupational activities during the assignment, but only with the approval of the Assigning Party.
- 4.3 The Participant will be required to observe all rules, regulations and requirements of the Receiving Party, including, but not limited to, safety, health, hours of work and conduct. Leave, time off, and vacations of the Participant shall be in accordance with the policy of the Assigning Party, however, it is expected that such leave, time off and vacation will be integrated with the requirements of the Receiving Party.
- 4.4 The Receiving Party will provide all reasonable assistance to the Participant to enable the Participant to carry out the research under this Arrangement.

ARTICLE 5 COSTS AND EXPENSES

- 5.1 The Receiving Party shall provide the following costs and expenses for the Participant:
 - (1) No costs to be funded by PPPL
 - (2)
 - (3)
- 5.2 All other costs incurred by the Participant are the responsibility of either the Participant or the Assigning Party.

ARTICLE 6 RESPONSIBILITY AND LIABILITY FOR DAMAGES

- 6.1 The Receiving Party shall not be responsible for any or all alleged or actual liability to the Participant including, but not limited to, any such alleged or actual liability arising from or connected in any way with bodily injury, sickness, or disease, including death resulting therefrom, and injury to or destruction of property, including the loss of use thereof, unless

it is proven that such injury, damage or death was caused or contributed to by the gross negligence or willful misconduct of the Receiving Party or its employees.

- 6.2 The Receiving Party shall not be responsible for any or all alleged or actual liability, claims, losses, expenses or damages caused by the negligent or willful acts of the Participant, including, but not limited to, any such alleged or actual liability, claims, losses, expenses or damages arising from, or connected in any way with, bodily injury, sickness or disease, including death resulting therefrom, and injury to or destruction of property, including the loss of use thereof.
- 6.3 The Receiving Party shall not be responsible for any claims, losses, expenses, or damages (including, but not limited to, those arising from or connected in any way with property damage, personal injury, or death) arising out of, or resulting in any way from, the use or misuse of information, techniques or technology communicated or imparted to the Participant by the Receiving Party, occurring at times when the Participant is not engaged in activities under the supervision of the Receiving Party.
- 6.4 The Assigning Party agrees to indemnify, defend and hold harmless the Receiving Party and/or any trustee, officer, employee or other representative of the Receiving Party from and against all claims, demands, suits, investigations, judgments, settlements, liabilities and expenses (including reasonable legal fees and expenses of counsel acceptable to the Receiving Party) arising out of or based upon the services provided by the Participant pursuant to this agreement, including but not limited to losses incurred under Section 6.1, 6.2, and 6.3 above, other than for damage arising out of bodily injury to persons or damage to property caused by or resulting from the gross negligence of the Receiving Party, its trustees, officers, agents or employees.
- 6.5 The foregoing provisions shall not be applicable to damages caused by nuclear incident, as defined by the laws of the United States, compensation for which shall be in accordance with such applicable laws.

ARTICLE 7 PATENTS

- 7.1 Whenever any invention or discovery is made or conceived by the Participant in the implementation of this Agreement, the Participant shall promptly furnish the Receiving Party with complete information thereon.
- 7.2 Inventions made or conceived in the course of or under this Agreement resulting from the assignment of the Participant (hereinafter referred to as "Arising Inventions") shall be owned (1) by the Receiving Party in the United States and in third countries subject to a royalty-free non-exclusive, irrevocable license to the Assigning Party, its Government and the nationals of its country designated by it and (2) by the Assigning Party in Costa Rica, subject to a royalty-free, non-exclusive, irrevocable license to the Receiving Party, its Government and the nationals of its country designated by it.

- 7.3 The Participant shall receive intellectual property rights pursuant to the policies of the Receiving Party. The Assigning Party and its Participant waive any and all other claims against the Receiving Party for compensation, royalty, or award as regards any such invention or discovery, patent application or patent, and releases the Receiving Party with respect to any and all such claims, including any claims under the applicable laws of Costa Rica and the United States.

ARTICLE 8 TECHNICAL DATA AND INFORMATION

- 8.1 The Receiving Party shall grant the Participant access to information within the scope of this Agreement, subject to legal or existing contractual obligations.
- 8.2 All information which is to be delivered to the Assigning Party or to others or to be prepared for publication or public distribution by the Participant in connection with the work under this assignment shall be submitted to the Receiving Party for review and clearance prior to such delivery, publication or distribution.
- 8.3 The Participant shall not transmit or disseminate outside of the Receiving Party any information bearing a restrictive designation without approval of the Receiving Party.
- 8.4 The application or use of any information exchanged, transferred or imparted between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy, completeness or suitability of such information for any particular use or application.

ARTICLE 9 MEDICAL INSURANCE COVERAGE

The Participant must provide proof of medical insurance coverage that meets the minimum requirements mandated by the United States Immigration and Naturalization Service. If the Participant does not have the required medical insurance coverage, such coverage may be obtained through the Receiving Party.

ARTICLE 10 DOCUMENTATION REQUIREMENTS

The Participant must provide sufficient passport, visa, and related information in order that the Receiving Party is able to ensure that the Participant, if he/she is a foreign national, is eligible to work in the United States and has achieved a lawful immigration status. Participant must notify the Receiving Party of any changes in immigration status during the visit at the facilities of the Receiving Party.

ARTICLE 11 SETTLEMENT OF DISPUTES

Activities under this Agreement shall be subject to the applicable laws and regulations of the United States. Any dispute between the Parties concerning the application or interpretation of this Agreement shall be settled by an amicable effort of the Parties.

ARTICLE 12 MODIFICATION OF AGREEMENT

No agreement or understanding for modifying the terms of this Agreement shall be binding on either Party unless made in writing and signed or acknowledged by the duly authorized personnel or representatives of the Parties.

ARTICLE 13 TERM AND TERMINATION

13.1 This Agreement shall enter into force upon signature of the Parties, and shall remain in force for an effective period of the Participant's assignment, and may be amended or extended by mutual agreement in writing by the Parties.

13.2 This Agreement may be terminated at the discretion of either Party upon advanced notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights, which may have accrued under this Agreement to either Party up to the date of such termination.

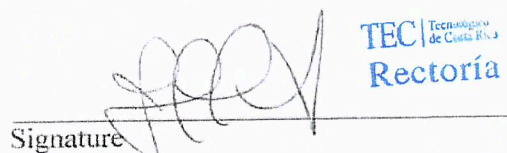
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**FOR: PRINCETON PLASMA
PHYSICS LABORATORY
(The Receiving Party)**

**FOR: COSTA RICA INSTITUTE
OF TECHNOLOGY
(The Assigning Party)**


Signature

Michael Zarnstorff
Deputy Director for Research
Princeton Plasma Physics Laboratory


Signature

Julio César Calvo Alvarado PhD
Rector
Instituto Tecnológico de Costa Rica

TEC | Tecnológico
de Costa Rica
Rectoría

9/16/2016
Date

13-09-2016
Date

APPENDIX

AGREEMENT COVERING OBLIGATIONS AND RESPONSIBILITIES OF THE PARTICIPANT

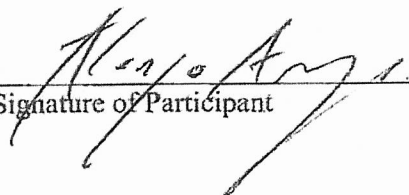
The undersigned, M.Sc. Luis Alonso Araya Solano, an employee of the Assigning Party (hereinafter referred to as the "Participant") hereby acknowledges receipt of notice that the Assigning Party has entered into an Agreement with the Receiving Party on the assignment of the Participant. The Parties have agreed that the period of Participant's assignment is from (10/03/2016) to (12/16/2016).

The undersigned Participant understands and agrees to the terms and conditions of the aforementioned Agreement which shall be binding on the Participant as far as applicable, in particular:

- A. The Participant shall conform to all security regulations and requirements applicable to the research establishment to which the Participant is assigned.
- B. Whenever any invention or discovery is made or conceived by the Participant in the implementation of this assignment, the Participant shall promptly furnish the Receiving Party with complete information thereon.
- C. The Participant shall receive intellectual property rights pursuant to the policies of the Receiving Party. The Participant waives any and all other claims against the Receiving Party and its contractors for compensation, royalty or award as regards any such invention or discovery, patent application or patent, and releases the Receiving Party and its contractors with respect to any and all such claims under the applicable laws of Costa Rica and the United States.
- D. All information which is to be delivered to the Assigning Party or to others, or to be prepared for publication or public distribution by the Participant, in connection with the work under this assignment shall be submitted to the Receiving Party for review and clearance prior to such delivery, publication or distribution.
- E. The Participant shall not transmit or disseminate outside of the Receiving Party any information bearing a restrictive designation without approval of the Receiving Party.
- F. During the period of this assignment the Participant will be under the administrative control and technical supervision of the Receiving Party.
- G. During the period of this assignment, the Participant will observe all rules, regulations and requirements of the Receiving Party including, but not limited to safety, health, hours of work and conduct. Leave, time off and vacation shall be in accordance with the policy of the Assigning Party; however, it is expected that such leave, etc., will be integrated with the requirements of the Receiving Party.

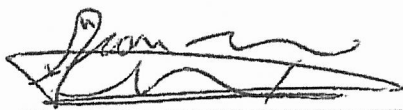
- H. The Participant agrees to provide proof of medical insurance coverage that meets the minimum requirements mandated by the United States Immigration and Naturalization Service.
- I. The Participant agrees to adhere to all administrative requirements associated with the expenses, if any, that will be reimbursed or provided by the Receiving Party pursuant to Article 5, including using a U.S. Flag Carrier if the Receiving Party is responsible for providing transportation between the locations of the Assigning and Receiving Parties.

Signed this Alonso Araya day of August 3rd 2016.



Signature of Participant

WITNESS:



Signature of Witness

Princeton University

Plasma Physics Laboratory
James Forrestal Campus
P.O. Box 451, Princeton, New Jersey 08543

July 27, 2016

M.Sc. Luis Alonso Araya Solano
Escuela de Física
Instituto Tecnológico de Costa Rica
Cartago, P.O. Box 159-7050, Costa Rica

To Whom It May Concern,

We are happy to welcome M.Sc. Luis Alonso Araya Solano to Princeton Plasma Physics Laboratory (PPPL) from October 3 to December 16, 2016 to conduct activities related to his fusion research project at Instituto Tecnológico de Costa Rica. PPPL will issue no funds for this visit, and Dr. David Gates will serve as his host.

If you have any additional questions, please do not hesitate to contact Pamela Serai (pserei@pppl.gov). We look forward to a successful collaboration.

Sincerely,



David A. Gates
Principal Research Physicist
Princeton Plasma Physics Laboratory