
RESEARCH AGREEMENT

Between

Leiden Institute of Advanced Computer Science (LIACS)
Niels Bohrweg 1
NL-2333 CA Leiden

And

TOTAL SA
Avenue Larribau, 64000 Pau, France

THIS RESEARCH AGREEMENT (hereinafter referred to as "*Agreement*") is made on **Date**, 2019 between **LIACS** (hereinafter referred to as "*University*") and **TOTAL SA**, Avenue Larribau, 64000 Pau, France (hereinafter referred to as "*TOTAL*").

1. STATEMENT OF WORK

The University agrees to perform the research entitled: "**Title**" as specified in **Appendix 1** (hereinafter referred to as "*Research Programme*"). The University further agrees to arrange for meetings and to provide TOTAL with a written report describing the results of the Research Programme no later than on **Dec 1, 2023**.

2. PRINCIPAL INVESTIGATOR

The Research Programme will be supervised by **5.1.2e** and **5.1.2e** (hereinafter referred to as "*Principal Investigators*"). If for any reason beyond the control of the University one of them is unable to continue to serve as Principal Investigator, a successor acceptable to both the University and TOTAL shall be appointed. The decision upon an acceptable successor shall be mutual by the University and TOTAL.

3. RESEARCH PROGRAMME

- (a) The Research Programme shall begin on April 1, 2019.
- (b) The term of the Research Programme is conceived to be **four years**. The Research Programme will end upon delivery of the final research report as outlined in Appendix 1. The term of the Research Programme can be extended by mutual agreement between the University and TOTAL. Within the Research Programme, the University will employ a suitable PhD student (mutually agreed upon by the University and TOTAL) and provide appropriate supervision by the supervisors mentioned under Clause 2. In addition, the University will provide the usual work environment for the PhD student and cover the expenses for scientific publications and conference visits for the PhD student as well as the supervisors, as far as these expenses are related to the Research Programme and within the usual limits for PhD students.

4. TERM OF THE AGREEMENT

- (a) This Agreement will take effect upon signing by both parties and is concluded for a definite period of time. The Agreement will end upon termination of the Research Programme. A mutual extension of the Research Programme pursuant to Clause 3 (b) Sentence 3 shall also be deemed an extension of this Agreement.
- (b) This Agreement may be terminated by either party giving a notice period of three months to the end of a month.
- (c) The right of either party to terminate this Agreement for good cause without notice shall remain unaffected thereby.

- (d) The termination has to be in written form.
- (e) Upon termination by TOTAL, TOTAL will reimburse the University for all costs and non-cancellable commitments incurred until the date of termination in the performance of the research. However, such reimbursement is restricted to the total estimated project price specified in Clause 12. Upon termination by the University, TOTAL will reimburse all costs and non-cancellable commitments incurred to the University until the date of termination, whilst the University shall refund to TOTAL the balance of any money received beyond the agreed costs incurred up to that date.

5. INDEPENDENT CONTRACTOR

- (a) The University's relationship to TOTAL in the performance of this Agreement is that of an independent contractor. The personnel performing the services under this Agreement, including the Principal Investigator and his assistances (hereinafter referred to as "*University's Personnel*"), shall at all times be under the University's exclusive direction and control and shall be employees or agents (including sub-contractors) of the University and not employees or agents of TOTAL. In particular, the University's Personnel shall not be eligible for TOTAL benefits or employee plans.
- (b) The University and the University's Personnel shall have no authority to direct or control the performance of employees of TOTAL. The University's Personnel may advise TOTAL employees on matters arising covered by the Research Programme, but the University shall not be responsible for any action of TOTAL which may follow from providing such advice.
- (c) The University shall procure all licenses, equipment, permits or other approvals which are necessary for performing the Research Programme. If costs are associated with procuring a software license, equipment, permits or other approvals to execute work necessary within the Research Programme, the University will only be obliged to execute such purchases if TOTAL agrees to reimburse the University accordingly.
- (d) Equipment purchased by or donated to the University for the purposes of this Agreement shall become and remain the property of the University.

6. DUTIES OF CARE

- (a) The University will exercise reasonable and due care to ensure the accuracy of advices, information and drawings provided to TOTAL in connection with the Research Programme.
- (b) University shall use its best efforts to perform the work diligently and shall perform the work in conformance with recognised scientific standards. University does not represent or warrant that a particular result will be obtained or that the result may be used for a specific purpose or may be commercialised or that it is free of any third-party rights.

7. **LIABILITY AND INDEMNIFICATION**

(a)

5.1.2f

(i)

(ii)

5.1.2f

(iii)

(b)

5.1.2f

8. **SCIENTIFIC PUBLICATIONS AND CONFIDENTIALITY**

(a)

5.1.2f

(b)

(c)

5.1.2f

(d)

(i)

(ii)

(iii)

(iv)

5.1.2f

(v)

(vi)

(e)

5.1.2f

(f)

5.1.2f

9. **OLD INTELLECTUAL PROPERTY RIGHTS**

(a)

5.1.2f

(b)

(i)

(ii)

5.1.2f

5.1.2f

10. **NEW INTELLECTUAL PROPERTY RIGHTS**

(a)

(b)

5.1.2f

(c)

(d)

5.1.2f

(i)

(ii)

5.1.2f

(iii)

(e)

(f)

5.1.2f

(g)

11. **OTHER OBLIGATIONS OF THE UNIVERSITY**

5.1.2f

12. **PRICE**

TOTAL will pay to the University 5.1.2b,5.1.2f plus Vat (if applicable) for the project, which according to the University's regulations is a four year PhD project. Any obligations of the University under this Agreement shall be compensated by this payment. The University undertakes to apply this payment exclusively to fund the Research Programme as outlined in the following table (**Appendix 2**).

13. **PAYMENT**

5.1.2f

5.1.2b,5.1.2f

in April 2019
in April 2020
in April 2021
in April 2022

5.1.2f

14. **USE OF NAMES**

Neither party will use the name of the other in any form of publicity without the written permission of the other.

15. **NOTICES**

Any notice required or provided for by the terms of this Agreement must be in writing.

16. **ARBITRATION**

All disputes from or in connection with this Agreement and all amendments thereto, including any question regarding its existence, validity or termination, shall, to the extent possible, be settled through friendly negotiations between the parties.

17. **AMENDMENTS AND WAIVER**

- (a) Revisions and amendments to this Agreement, including this clause, require written form to be valid.
- (b) The failure on the part of either party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any

such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

- (c) Should any provision of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected thereby. In lieu of the invalid provision or to fill any gaps in the Agreement, a reasonable provision shall apply which comes closest to what the Parties, based on their economic goals, would have desired on conclusion of the Agreement had they considered such invalidity or gap.

18. **APPLICABLE LAW**

This Agreement is governed by the laws of the Netherlands.

Appendices:

The subject of the research work is outlined in the attached **Appendix 1**.

The funding for the Research Programme is outlined in the attached **Appendix 2**.

For and on behalf of **the University**

Date:

Signed:

Name: 5.1.2e

Title: 5.1.2e

(Being a person authorised by the University to sign Contracts).

For and on behalf of **TOTAL**

Date:

Signed:

Name:

Title:

APPENDIX 2

5.1.2f

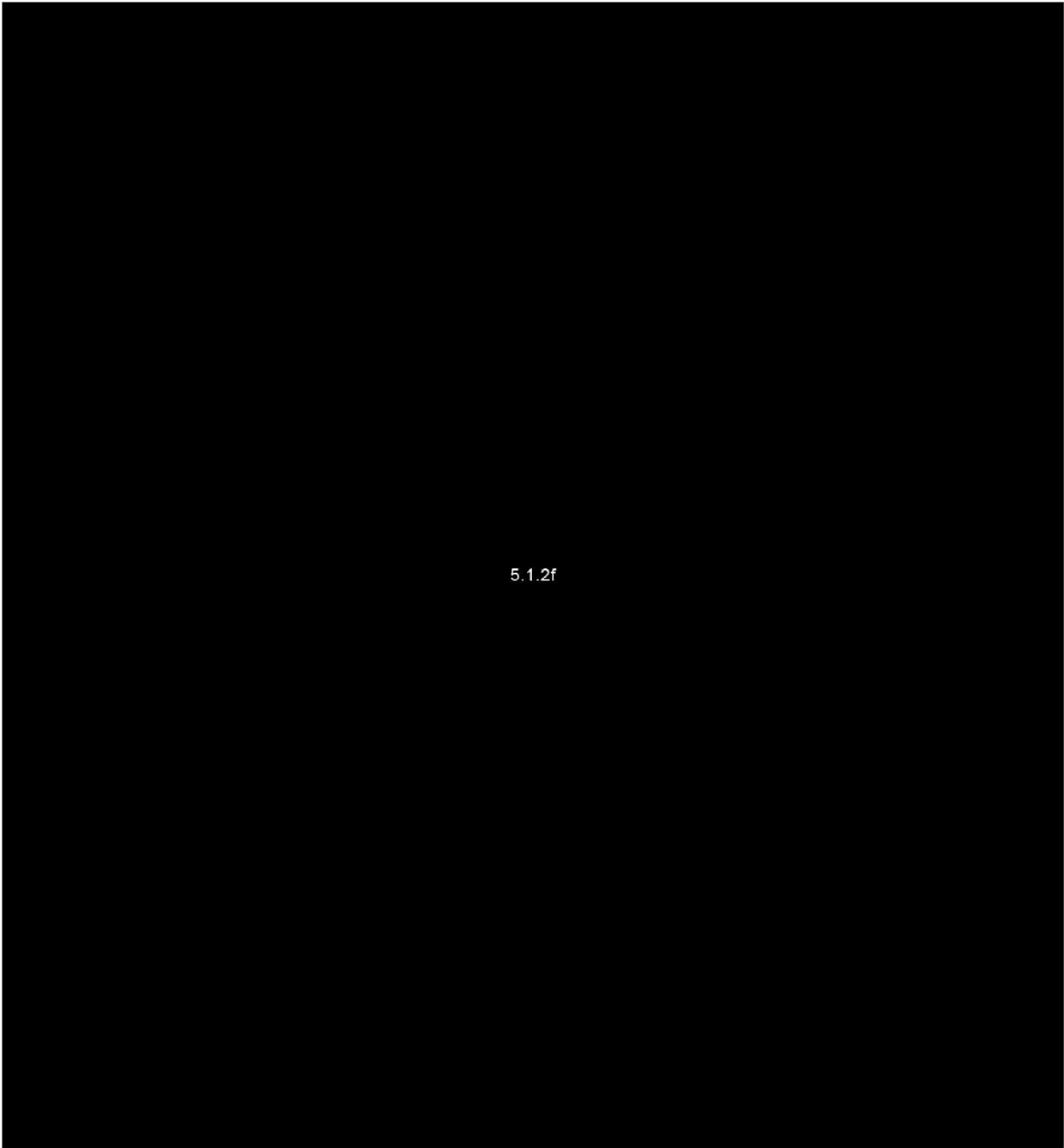
5.1.2f

Schedule 1

Research Programme

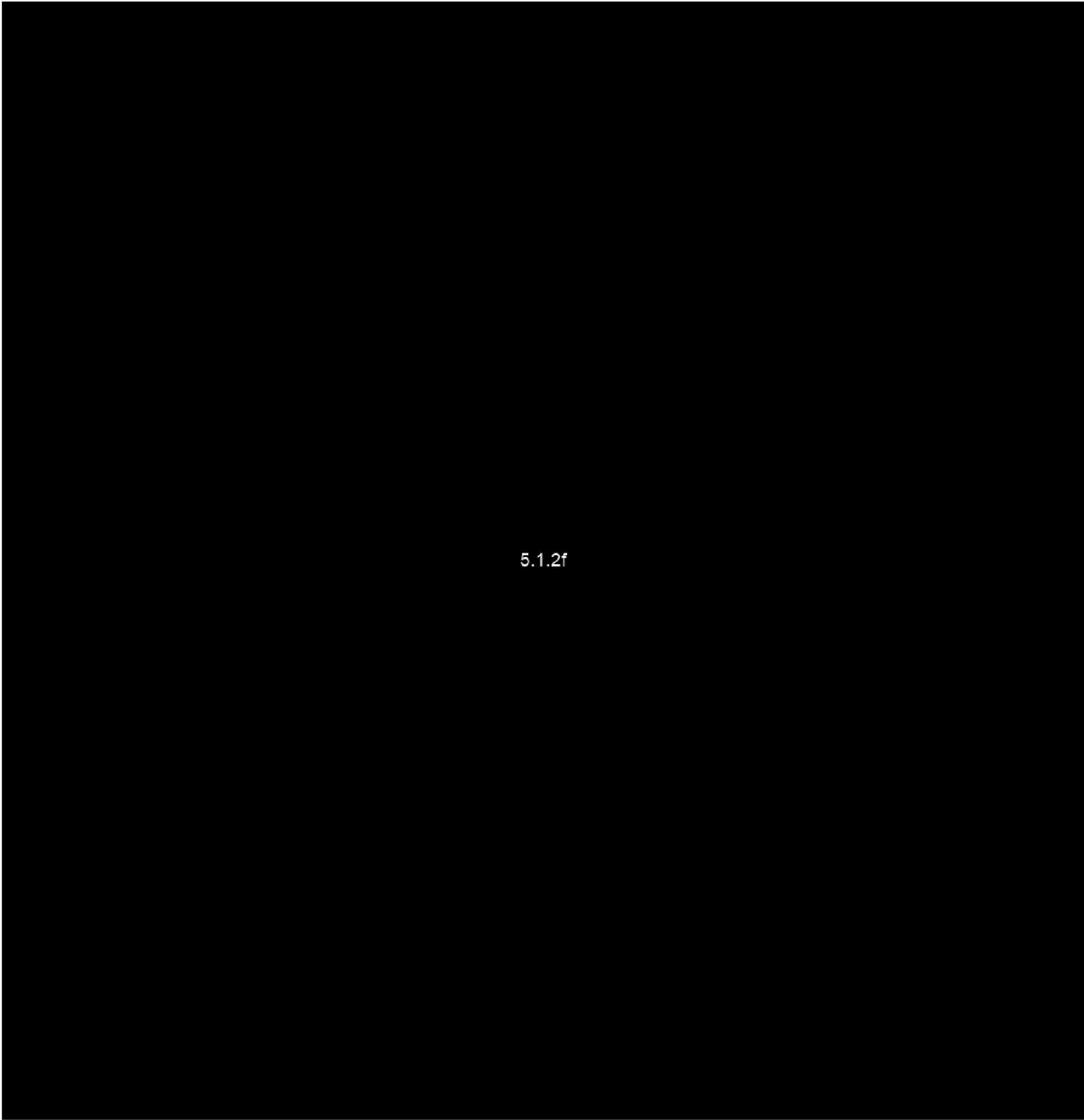
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INTRODUCTION



5.1.2f

THE FOCUS OF THE PHD



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THE RESEARCH APPROACH CONSIDERED

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1. 5.1.2f

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5.1.2f

POSSIBLE APPLICATIONS TARGETED

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REPORTING

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REFERENCES

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