Agreement

BETWEEN

BUDKER INSTITUTE OF NUCLEAR PHYSICS (BINP)

of Siberian Branch of Russian Academy of Science

11 Lavrentiev Prospect, 630090 Novosibirsk, Russia

represented by Dr. P.V. Logachev, Director, and Prof. Dr. Yu.A.Tikhonov,
Deputy Director,

 “BUDKER”

AND

FAIR, FACILITY FOR ANTIPROTON

AND ION RESEARCH IN EUROPE GMBH (FAIR)

Planckstraße 1, 64291 Darmstadt, Germany
represented by its Managing Directors Prof. Dr. Paolo Giubellino,
Dr. Ulrich Breuer and Jörg Blaurock,
“FAIR”

As an In-kind supplier for FAIR, BUDKER has to deliver goods to the EU that are subject to the Machinery Directive. According to this directive, BUDKER must state on the declaration of conformity a natural or legal person established in the Community who is authorized by BUDKER to compile and make available the relevant parts of the technical documentation at the reasonable request of the market surveillance authorities of one of the Member States.

The person authorised to compile the technical file is not, as such, responsible for the design, construction or conformity assessment of the machinery, for drawing up the documents included in the technical file, for affixing the CE marking or for drawing up and signing the EC Declaration of Conformity.

Based on this the parties agree FAIR compiles and makes available the relevant parts of the technical documentation at the reasonable request of the market surveillance authorities of one of the Member States for BUDKER.

The Contract shall be construed with, and governed by German law with the exception of the conflict of law’s provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Place of performance shall be Darmstadt.

ARBITRATION

If no mutually acceptable amicable settlement of the dispute is made, the parties agree upon the jurisdiction of the ICC Court of International Arbitration in Paris.

All disputes arising out of or in connection with the present contract, including the validity, invalidity, breach or termination thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules by one or more arbitrators appointed in accordance with the said Rules. All disputes shall be administered by the ICC Court of International Arbitration in Paris under its rules. The seat of arbitration shall be in Darmstadt, Germany. The language to be used in the arbitral proceedings shall be English.

**Authorised to sign on behalf of BINP SB RAS**

Name: Dr. Pavel V. Logachev

Position: Director

Date:

Signature:

Name: Dr. Eugene Levichev

Position: Deputy Director

Date:

Signature:

**Authorised to sign on behalf of the FAIR GmbH**

Name: Prof. Dr. Paolo Giubellino

Position: Chairman of the Management Board/Scientific Managing Director

Date:

Signature:

Name: Jörg Blaurock

Position: Technical Managing Director

Date:

Signature:

Name: Dr. Ulrich Breuer

Position: Administrative Managing Director

Date:

Signature: