

The RODOS-SYSTEM, a software programme developed within the framework of the research and training programme (EURATOM) in the field of nuclear energy, in its actual prototype or pilot version will be transferred to the USER by KIT, subject to the following conditions:

1. The RODOS-SYSTEM shall be used by the USER only for non-commercial exploitation; this includes installation, test, customisation and pre-operational use. The fully-operational use requires a separate prior written agreement.
2. The RODOS-SYSTEM shall remain in the ownership of those carrying out the development, the "Developer".
3. The USER in receipt of the RODOS-SYSTEM shall take all reasonable steps to prevent unauthorised use or copying of the RODOS-SYSTEM by third parties.
4. The USER shall ensure that the RODOS-SYSTEM is not disclosed or copied to any third party without the prior written consent of KIT in consultation with the Developer. The USER shall be responsible for any damages or losses KIT and / or the Developer may suffer arising from unauthorised copying or disclosure of the RODOS-SYSTEM including but not limited to all direct, indirect and consequential losses.

agree as follows:

The Office of Atoms for Peace  
 16 Vibhavadi-rangsit Rd., Chatuchak, Bangkok 10900  
 Thailand  
 (subsequently referred to as "USER")

and

acting on behalf of the parties combined under the "Agreement on the grant of access rights for non-commercial exploitation of the RODOS-SYSTEM and on the exchange of information and cooperation among the RODOS-Consortium and third parties"

Karlsruhe Institute of Technology (KIT)  
 Kaiserstr. 12, 76131 Karlsruhe  
 Federal Republic of Germany  
 (subsequently referred to as "KIT")

on the use of the RODOS-SYSTEM  
 by third parties

**Agreement**

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(11 August 2016)

วันที่ ๑๑ สิงหาคม ๒๕๕๙

Date:

Date: 14 July 2016

The Office of Atoms for Peace (OAP)  
Secretary General  
Dr. Atchara Wongsaeengchan

Karlsruhe Institute of Technology (KIT)  
Legal Affairs  
Oliver Wittek and Michael Schmitt

*A. Wongsaeengchan*

*Oliver Wittek*  
*Michael Schmitt*

FOR THE OFFICE OF ATOMS FOR  
PEACE, THE MINISTRY OF SCIENCE  
AND TECHNOLOGY OF THE KINGDOM  
OF THAILAND

FOR KARLSRUHE INSTITUTE OF  
TECHNOLOGY, FEDERAL REPUBLIC  
OF GERMANY

Karlsruhe Institute of Technology (KIT)  
on behalf of the parties combined under the "Agreement on  
the grant of access rights for non-commercial exploitation  
of the RODOS-System and on the exchange of information  
and cooperation among the RODOS-Consortium and third  
parties"

- 19. Upon termination the USER shall immediately cease using the RODOS-SYSTEM and shall return or destroy (at the option of KIT in consultation with the Developer) all copies including file saves of the RODOS-SYSTEM and documentation and should declare this in writing to KIT and / or de Developer within one month of termination. Termination shall not release the USER from any obligations contained in this Agreement which continue after termination.
  - 20. Changes and supplements to this Agreement shall be made in writing. Subsidiary agreements shall only become effective after written confirmation.
  - 21. This Agreement shall be governed and construed in accordance with German law.
- the USER continues to be in serious or continuous breach of any of its obligations hereunder and fails to cure the same within 60 days of written notice specifying such breach;
  - the USER ceases or threatens to cease its normal activities through reorganisation or any other means.