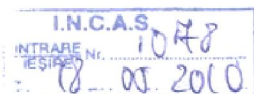


INCAS

National Institute for Aerospace Research

"Elie Carafoli"



DLR

German Aerospace Centre

**GENERAL COOPERATION AGREEMENT
FOR SCIENTIFIC RESEARCH**

Between

INCAS - National Institute for Aerospace Research "Elie Carafoli", with the following address:

INCAS

B-dul Iului Maniu no. 220, sector 6

061126 Bucharest, ROMANIA

Represented by Dr. Catalin NAE, General Manager and President of the Board,
designated below as INCAS,

and

DLR - German Aerospace Centre, with the following address:

Deutsches Zentrum für Luft- und Raumfahrt e. V. (DLR)

Linder Höhe

D-51147 Köln, Germany

Represented by its Executive Board
designated below as DLR,

Hereinafter referred to as the "Parties".

CONSIDERING the Agreement for cultural, education and scientific cooperation between the Government of ROMANIA and the Government of GERMANY, signed in 26 March 2004;

CONSIDERING the general interest of encouraging such a bilateral cooperation, on a basis of equality and mutual benefit and the wish of the Parties to develop and consolidate their mutual scientific cooperation within the European Research Area,

the Parties have agreed as follows:

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Article 1 - PURPOSE OF THE AGREEMENT

Art. 1.1 The purpose of the General Agreement is to set up the terms and conditions of the scientific cooperation between the Parties with a view to promoting research and development in the research areas as described in Article 2 hereunder.

Art. 1.2 The Parties will use this General Agreement as an instrument for enlarging existing collaboration framework in common areas of interest, in promoting their excellence and capabilities in research and development for the mutual benefit.

Article 2 - AREAS OF INTEREST FOR JOINT COOPERATION

The areas of cooperation may include, but are not limited to:

- a. Aerospace engineering, development of new concepts for a next generation of air transport, training and education in green technologies for air transport of the future;
- b. Fundamental research in flow and flight physics, applied aerodynamics and complex turbulent flows with direct impact in aerospace sciences;
- c. Human resources and mobility of researchers in aerospace sciences.

Article 3 - FORMS OF COOPERATION

The cooperation may include, but is not limited to, the following forms:

- a. Communication of general information and knowledge on the topics of this General Agreement;
- b. Exchange of information other than (a) on specific topics, mutually agreed upon;
- c. Exchange of scientists, specialists and experts (short-term and long-term visits) between the Parties;
- d. Access to the research infrastructures of the respective other Party, with their respective approval and specific conditions;
- e. Joint R&D projects and studies, in particular projects under international and EU Programs and similar initiatives;

- f. Bilateral research projects, submitted, selected, and financed under joint calls procedures organized by the Parties;
- g. Training of young scientists and PhD students;
- h. Other forms of scientific cooperation which can be mutually agreed upon between the Parties.

Article 4 - IMPLEMENTATION

Art. 4.1 The fields and forms of cooperation (as mentioned in Articles 2 and 3) are to be implemented using Specific Agreements between the Parties, according to the legislation in place in Romania and Germany.

Art. 4.2 In the framework of each of these Specific Agreements, the Parties shall sign for each joint activity a Specific Project Agreement, providing technical description, details for the implementation, contributions, hosting conditions of scientists and any specific conditions requested by the Parties.

Art. 4.3 The principles established in the General Agreement should apply to any Specific Project Agreements and also to any related Project.

Article 5 - MANAGEMENT

Art. 5.1 Each Party will designate among their personnel one coordinator who shall follow on a regular frequency the cooperation activities as presented in this General Agreement. Each Party shall notify in writing one to the other the name of his respective coordinator and will facilitate communication between coordinators.

Art. 5.2 Coordinators shall meet as required, and at least once a year, alternately in Romania and in Germany, unless otherwise agreed by the Parties. The date and agenda of the meeting will be mutually agreed upon, provided that the organizer of each meeting will be the coordinator of the Party in the country in which the meeting is being held. The minutes of the meeting shall be drafted by the organizer of the meeting who shall send a copy to each Party.

Art. 5.3 The Parties will nominate experts in their organizations in order to enable a project selection

panel. The members of the project selection panel will be formally nominated for participation in the selection process of project proposals to be considered for joint research activities of the Parties.

Art. 5.4 The Parties will identify a list of criteria to be used for the selection of the projects for joint research activities. The list of criteria will be discussed and validated by the Parties prior to the selection process in the panel.

Art. 5.5 The panel of experts will recommend a list of project proposals to be considered for joint research activities, subject to existing resources available at each Party. The list of selected projects will be approved by the coordinators in a dedicated meeting and will be made available to both Parties at the beginning of each year.

Art. 5.6 Coordinators and all participants from each Party in the project selection process shall comply with the confidentiality obligations set forth in this General Agreement.

Article 6 - JOINT PROJECTS

Art. 6.1 Projects will be proposed by joint teams of researchers from both Parties for cooperation activities in the form presented in Art. 3. The proposals will be considered for evaluation on annual basis by the panel of experts, as presented in Art. 5;

Art. 6.2 In order to be eligible for joint cooperation, the project proposals have to fulfill the following criteria:

- a. Project proposals shall be submitted in partnership between research units from each Party in areas of interest for joint cooperation presented in Art. 2;
- b. Project proposals shall include terms and conditions relating to intellectual property rights and rights of use of Foreground of the Project and Background.
- c. Other specific criteria decided by the Parties on a case by case situation, as resulted from the implementation of the General Agreement.

Art. 6.3 Projects will be implemented depending on available funding, as presented in Art. 7.

Art. 6.4 Once a Project has been selected, the Parties shall discuss on the Specific Project Agreement to be concluded before the starting date of the Project. The Parties shall also agree on the

Background, to be used for carrying out these Projects and for using the Foreground of the Projects.

Art. 6.5 For each of the Projects, the Project managers designated by each Party and having the scientific and technical responsibility of the respective Project undertake to elaborate jointly progress reports, summarizing the progress done with the respective Project and including an inventory and copy of all of the Foreground obtained.

Article 7 - FUNDING RESOURCES FOR JOINT PROJECTS

Art. 7.1 Funding for joint projects is based on individual contribution of each Party. Both Parties will identify available resources within their organization and existing mechanisms at national level for joint research activities as presented in this General Agreement.

Art. 7.2 The annual budget from each Party allocated to joint Projects under this General Agreement will be communicated at the beginning of each year. From this budget, the selected Projects should be financed, as much as possible, on equal shares by the Parties. However, balanced financing from each Party is not explicitly required for each Project, although it is required for the Parties cooperation under this General Agreement in total.

Art. 7.3 The contributions of the Parties to the Projects are deemed to be made on the basis of a common procedure agreed by both Parties. Each Party is responsible for its own costs incurred for the performance of the established Projects, except as may be agreed with respect to other forms of cooperation, if needed (such as visits, assignment of personnel, supply of services, etc).

Art. 7.4 Each Party undertakes to assign its personnel and to use its facilities and equipment in order to properly achieve its share in each of the Project(s) that will be established under (a) Specific Project(s) Agreement(s).

Article 8 - CONFIDENTIALITY REGULATIONS

Art. 8.1 Each Party undertakes to keep strictly confidential and not to disclose nor to communicate to

any third party, by any means whatsoever, any confidential information received from or made accessible by the other Party for the purpose of the cooperation activities in any form described in this General Agreement, unless expressly authorized by the communicating Party.

Art. 8.2 Each Party shall use at least the same degree of care in protecting confidential information against disclosure to any third party as it exercises in protecting its own confidential information, at least a reasonable degree of care.

Art. 8.3 Attribution and management of intellectual property rights in the framework of Projects, including aspects of the Background and Foreground, shall be determined by the Parties under conditions specified in Specific Project Agreements.

Article 9 – LIABILITY

INCAS and DLR agree that either Party, on condition of reciprocity, shall waive all claims against the other Party for personal injury and damage to property, provided that the injury or damage has not been caused by gross negligence or willful misconduct. This waiver applies to any claim for damage whatever the legal basis is for such claim against the other Party, its employees or its related entities of any kind.

Article 10 – INTELLECTUAL PROPERTY RIGHTS

Art. 10.1 All Intellectual Property rights owned or created by a Party shall remain the property of that Party. Nothing in this General Agreement shall be construed as granting or implying any rights to, or interest in, such Intellectual Property Rights.

Art. 10.2 All results achieved by a Party in the course of the collaboration between the Parties under this General Agreement, including inventions or knowledge, whether patentable or not, know-how or protected or unprotected software shall belong to that Party. Patent applications will be filed by and in the name of the inventing Party at its own costs and expenses. The Parties shall keep each other informed of such patent applications.

Art. 10.3 Intellectual Property Rights resulting from inventions, patentable or not, the origin which cannot be clearly credited to one Party, shall be in co-ownership between the Parties notwithstanding any contrary agreement. The Parties will enter into negotiations on a case by case basis in order to reach an agreement on the share of each Party's contribution to the invention, commercial exploitations etc. If the Parties cannot reach a common agreement after such negotiations with regard to such Intellectual Property Rights, the Parties will share equally the benefits, fees, costs and expenses resulting from application and maintenance of the Intellectual Property Rights, unless the Parties decide otherwise by common accord.

Art. 10.4 For the purposes of collaboration between INCAS and DLR under this General Agreement only, and within the subject matter of the General Agreement, each Party obtains from the other Party a royalty-free, non-exclusive and non-transferable right to use the results achieved under this General Agreement.

Article 11 – PUBLICATIONS AND OTHER REGULATIONS

Art. 11.1 Achievement reports and information included in them may be disseminated by one Party only with the written approval of the other Party and only in strict accordance to all security regulations and requirements applicable to the research establishments where the respective activity is carried out.

Art. 11.2 The Parties should use best efforts to jointly publish the scientific results obtained during the lifetime of the Projects agreed, without prejudice to the confidentiality obligations provided herein. Detailed arrangement on publication procedure shall be provided by the Parties in the Specific Project Agreement.

Art. 11.3 This General Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

Article 12 - DURATION - TERMINATION

Art. 12.1 The General Agreement shall enter into force on the date of signature by the Parties and shall remain in full force and effect until December, 31, 2013. The General Agreement may be extended by written agreement of the Parties.

Art. 12.2 Each Party may terminate the General Agreement, subject to a prior written notice to the other Party. The termination shall be effective six months after the date of such written notification.

Art. 12.3 The expiry or termination of this Agreement shall not alter the rights acquired by each Party prior to the expiry or termination date.

Art. 12.4 All joint cooperation activities still in progress at the date of expiry or termination of the General Agreement shall be carried out in compliance with the provisions of the applicable Specific Project Agreement. The terms and conditions of the General Agreement shall survive its expiry or termination for the purpose of achieving any on going collaboration activities.

Article 13 – DISPUTES – APPLICABLE LAW

Art. 13.1 The Parties agree that any dispute arising out of the execution of this General Agreement will be settled amicably if possible and, if necessary with the assistance of one or more independent experts. In the event that the coordinators of the Parties as defined in Article 5.1 cannot reach consensus on a particular issue, that issue shall be referred to the Head of INCAS – National Institute for Aerospace Research “Elie Carafoli” of INCAS and to the Member of DLR’s Executive Board who is responsible for Aeronautics for final settlement.

Art. 13.2 The participants to a joint Project shall agree upon applicable principles as to settlement of disputes and applicable law in a Specific Project Agreement.

Article 14 - ANNEXES

Art. 14.1 The Annex 1 includes definitions for the terms used in this General Agreement

Art. 14.2 For the Projects considered under the framework of this General Agreement, the Parties will agree upon a set of regulations for Specific Project Agreements. They will be introduced to the General Agreement as Annex 2, through a dedicated written Amendment.

Signed on May 18, 2010 at Bucharest, in two originals, in English version.

For INCAS :

Dr. Catalin NAE

General Manager

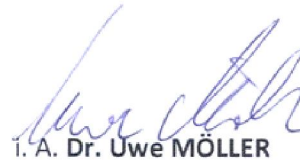


For DLR :



Prof. Joachim SZODRUCH

Member of the Executive Board



i. A. Dr. Uwe MÖLLER

Head DLR Brussels Office

Annex 1 -DEFINITIONS

The following terms used with capital letters shall have the meaning defined hereinafter:

"Background": means any relevant information or knowledge, protected or not by an intellectual or industrial property right, such as inventions, trademarks, designs, concepts, formulas, processes, data, know-how, trade secrets, mask works, techniques, software and related documentation, and works of authorship in any form, which are needed for carrying out a Project or for using Foreground, and owned, held or controlled by a Party prior to a Specific Project Agreement.

"Foreground": means any information arising out of a Project, in any form and of any nature whatsoever, such as inventions, designs, concepts, formulas, processes, data, know-how, trade secrets, mask works, techniques, software and related documentation, and works of authorship in any form, irrespective of whether they are or can be protected by intellectual property rights such as copyright, patent, trademark or confidentiality.

"Confidential Information": means any proprietary information communicated, or made accessible by a Party to the other Party within the framework of the General Agreement or in the framework of the Specific Project Agreements, including, but not limited to, any know-how, technical data, or technical, commercial or financial information, including any background information or results of any cooperation activities, by writing, oral communications, or by any means whatsoever. Background and Foreground generated under a Specific Agreement are Confidential Information.

"General Agreement": means this agreement, its Annexes and amendments, if applicable.

"Specific Project Agreement": means a specific cooperation agreement between the Parties implemented within the framework of the General Agreement, related to the Project, enabling the achievement of proposed activities in the Project Description.

"Project": means the specific study or action (in any form of cooperation as described hereinafter) carried out by the Parties and described in a Project Description.

"Project Description": means the specific document signed by the Parties describing a Project (form of cooperation, scope, schedule, technical description, contributions, personnel, etc.).