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| **MEMBERSHIP APPLICATION 2023** |

**You wish to join AFCEN members**

***The AFCEN board members must validate your application before you get access to working groups of the Subcommittee you apply for. Thanks to fill out this requested information.***

What are the main activities of your company?

Which Subcommittee do you want to apply for?

Why do you want to join AFCEN members?

**Application Form**

Company Name:

Name of Representative:

Address:

Billing address (if different):

Tel:

Email:

VAT number (required information for Europe):

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| **Subscription fees to one subcommittee for 2023: €3.000**  **Supplementary fees for each additional subcommittee: €2.500** |

There are three additional forms to fill out:

* Form 1: list of AFCEN subcommittees in which you wish to participate in 2023 and subscription fees calculation,
* Form 2: list of experts who will represent your entity in the subcommittees (to be completed). We draw your attention: your responsibility to respect confidentiality remains committed to experts you appoint during the term of your membership,
* Form 3: confidentiality agreement that binds your entity, and by delegation, the experts you have mandated.

Please forward your completed membership by e-mail to <contact@afcen.com>. The registration application must be complete to have access to the working group of the AFCEN subcommittees to which you have subscribed.

**Note:** Payment may be made either by cheque payable to AFCEN or by bank transfer. If your purchase department issues **a purchase order number,** please forward it with your membership application form.

We must receive your payment **before May 31, 2023**.

Upon receipt of your payment, we will send you an invoice receipt.

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| Becoming AFCEN member grants you **10% discount** on your order placed on [AFCEN website](http://www.afcen.com): publication or subscription. |

Contact name:

Phone number:

Email address:

Done in , date

Signature of representative

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| **Form 1** |

**List of subcommittees and calculation of subscription fees**

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| **Tick the box** | **Subcommittee** | **Scope** |
|  | **RCC-M** | Design and construction rules for mechanical components of PWR nuclear power plants |
|  | **RSE-M** | In-service inspection, installation, and maintenance rules for mechanical components of PWR |
|  | **RCC-MRx** | Design and construction rules for mechanical components of nuclear installations: high temperature, research, and fusion reactors |
|  | **RCC-C** | Design and construction rules for fuel assemblies of PWR nuclear power plants |
|  | **RCC-E** | Design and construction rules for electrical and I&C systems and equipment |
|  | **RCC-CW** | Rules for design and construction of PWR nuclear civil works |
|  | **RCC-F** | Design and construction rules for fire protection of PWR nuclear plants |

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| Subscription fees to join one Subcommittee | €3.000 |
| Number N of additional subcommittee beyond the first one:  €2.500 per subcommittee N x €2.500= | € |
| **TOTAL AMOUNT** | € |

AFCEN TVA : FR 33 326 754 207

Signature of representative

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| **Form 2** |

**List of your representative experts for 2023**

Please note that in case of modification, this form must be sent back and signed by the company representative.

Only one expert (or delegate) should attend the subcommittee meeting.

| Family Name | Surname | Email | RCC-C | RCC-CW | RCC-E | RCC-F | RCC-M | RCC-MRx | RSE-M |
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☐ You do agree and accept to inform the representative experts that the personal collected data (name, first name, professional email, company and country) are treated by AFCEN and available to AFCEN members on the collaboration tool directory (AFCEN core).

These data are intended for the AFCEN representatives and members.

Access to the collected data for rectification, portability, deletion, or objection to the treatment is possible at any time by asking to the AFCEN data protection representative, 1 place Jean Millier 92400 COURBEVOIE.

Signature of Representative:

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| **Form 3** |

**Confidentiality agreement**

I, the undersigned, , acting:

* In my own name, with personal civil liability, and
* As

for the company named

Address of registered offices

Registered number

The company designated as “the Beneficiary”, duly empowered for the purposes of these presents,

Declare that the Beneficiary hereby makes this undertaking with.

AFCEN, whose registered offices are located at EDF, 2 rue Ampère, 93200 Saint-Denis,

To comply with the following provisions:

DEFINITIONS

**“Confidential Information”** means:

All information relating to written or oral communication, or by any other means, at AFCEN subcommittee working sessions for working groups or related drafting groups, either before or after this agreement comes into operation.

Such information shall be provided in oral form, reports, documents, drawings, studies, plans, specifications, models, samples, data, electronic documents or in any other form.

**“Intellectual Property Rights”** means:

All intellectual and industrial property rights, including patents, registered models, their applications and the right to exploit them, copyrights (including software rights), design rights, and any other rights registered on models, databases, know-how and confidential information, and any other right of the same kind originating or recognised in any country.

# **CONFIDENTIALITY REQUIREMENTS**

The purpose of this agreement is to determine the obligations of the Beneficiary in relation to the exchange of Confidential Information during the working sessions of the AFCEN Subcommittees, working groups or drafting groups that depend on it.

## The Beneficiary is subject to the provisions of Article 16.5 (see in appendix) of the AFCEN statutes.

## The Beneficiary:

* Must take all necessary precautions to avoid disclosure of Confidential Information,
* Must not use Confidential Information for any purpose other than the completion of studies carryout for the preparation of AFCEN documents,
* Must not disclose the Confidential Information to third parties, unless agreed in writing in accordance with Articles 2.3 and 2.4.

The Beneficiary is not authorized to disclose Confidential Information within the company he represents, or in any other entity, formal or informal, unless such disclosure is required by the Subcommittee or has already appeared in the minutes of subcommittee meetings in accordance with Article 2.4 below.

The Beneficiary is entitled to disclose Confidential Information when disclosure is required by administrative or legal authorities if the following conditions are met:

* He will have previously informed the Chairman of AFCEN Subcommittee in writing of his obligation to disclose information,
* He will have limited disclosure to what was strictly necessary to meet his obligations.

The Beneficiary undertakes to implement arrangements for ensuring that each person to whom he has disclosed the Confidential Information, understands, and complies with the Beneficiary’s confidentiality obligations under this agreement, as if that person were a party to this agreement.

The Beneficiary undertakes to obtain a confidentiality agreement from each person to whom he has disclosed the Confidential Information, and this within strictly identical terms to the one he subscribes hereto, with the understanding that he guarantees that all persons referred above, recognize the confidentiality of the information disclosed.

The confidentiality obligations as described in Article 2, would cease to apply to the Confidential Information if the Beneficiary can demonstrate that the Confidential Information was publicly or widely known at the time of completion of this agreement, or would become so, later, and this without infringement by the Beneficiary of this agreement or any other agreement of obligation of confidentiality.

The Beneficiary may not make any announcement or public communication about the existence of this agreement, or any transaction induced, in any way whatsoever, unless prior written agreement from AFCEN.

INTELLECTUAL PROPERTY RIGHTS

Subject to the existence of prior rights belonging to the Beneficiary: All Confidential Information exposed during an AFCEN working session belongs to one of its members, or belongs to AFCEN, and cannot give rise to a claim of property rights.

EXPORT CONTROL

The Beneficiary undertakes to verify that the information shared within the framework of the AFCEN working groups is not subject to the export control regulations applicable in his own country and does not require authorization to be shared with other AFCEN members.

PERIOD

This agreement shall come into effect from the time of signature by the Beneficiary and shall continue throughout the period during which the Confidential Information is not in the public domain.

GENERAL PROVISIONS

The Beneficiary does not have any rights or license relating to the Confidential Information other than those that are granted by this agreement.

AFCEN does not guarantee the veracity, accuracy, completeness, or plausibility of the Confidential Information.

Failure to exercise a right or remedy, based on this agreement or the law, or a delay in the exercise of a right or remedy, does not constitute a waiver of that right or remedy, nor does it constitute a waiver of other rights or remedies. Similarly, complete, or partial exercise of a right or remedy does not prevent future exercise of that right or remedy or the exercise of another right or remedy.

If there is a risk of an infringement, or if an infringement has been established, AFCEN may take any action by means of formal notification and may launch any enforcement or liability action.

APPLICABLE LAW AND SETTLEMENT OF LEGAL DISPUTES

This agreement, its fulfilment and its interpretation are subject to French law.

In the event of any dispute arising out of or in connection with this Confidentiality Agreement, the parties agree to submit the matter to the settlement proceedings under the International Chamber of Commerce of Paris dispute settlement mediation ADR Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as may be agreed in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Paris, by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The arbitration proceedings in English shall take place in Paris.

Done in Date

Signature of the Beneficiary,

to be preceded by the written words “Read and approved”

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| **APPENDIX** |

**APPENDIX: Article 16.5 of AFCEN STATUSES**

* 1. **Confidentiality**

Each Member, on the one hand, and the Society, on the other hand, is prohibited from passing on in any form whatsoever to any unauthorized third party any Member’s Confidential Information, will not use it for any other purpose than that of achieving the corporate purpose of the Society as described in Article 3 above, and will not make it available to any person or organization without the prior written agreement of the other Members and without having this third party sign a confidentiality agreement at least as restrictive as the obligations of this Article.

Each Member and the Society will take every step necessary to protect and preserve Confidential Information.

Each Member undertakes to treat this Confidential Information with the same degree of protection that it would employ to protect and preserve its own confidential information against any disclosure to a third party, which will in no case be less than a strict duty of care.

Each Member undertakes to pass on Confidential Information only to the members of its personnel who have a strict need to know in order to achieve the corporate purpose of the Society, and to take the necessary steps to ensure that they comply with the terms of this Article.

However, the preceding Paragraphs will not apply to Confidential Information:

* Which was legally in the possession of a Member before it became a Member of the Society, or at the time of its disclosure by other Members, or
* Which is in the public domain at the time of its being passed on,
* Which is received by a Member from a third party without a breach by this third party of any obligation of confidentiality, or
* Which a Member is required to disclose because of an injunction from any qualified administrative or judicial authority.

The obligation of confidentiality provided in this Article will remain in force throughout the lifetime of the Society.

No stipulation may be interpreted as requiring one of the Members to disclose its Confidential Information to another Member, apart from information that is strictly necessary for the Society to achieve its corporate purpose as described in Article 3.