

INTERNATIONAL ENERGY AGENCY

**IMPLEMENTING AGREEMENT
ON CO-OPERATION AMONG THE THREE
LARGE TOKAMAK FACILITIES
(JET, JT-60 and TFTR)**

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TABLE OF CONTENTS

PREAMBLE	5
<i>Article 1</i>	
OBJECTIVE AND SCOPE	6
<i>Article 2</i>	
IMPLEMENTATION OF THE PROGRAMME	7
<i>Article 3</i>	
THE EXECUTIVE COMMITTEE	8
<i>Article 4</i>	
THE SECRETARIAT	9
<i>Article 5</i>	
ASSIGNMENT OF PERSONNEL	10
<i>Article 6</i>	
FINANCE	11
<i>Article 7</i>	
INFORMATION AND INTELLECTUAL PROPERTY	12

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TABLE OF CONTENTS

PREAMBLE	5
<i>Article 1</i>	
OBJECTIVE AND SCOPE	6
<i>Article 2</i>	
IMPLEMENTATION OF THE PROGRAMME	7
<i>Article 3</i>	
THE EXECUTIVE COMMITTEE	8
<i>Article 4</i>	
THE SECRETARIAT	9
<i>Article 5</i>	
ASSIGNMENT OF PERSONNEL	10
<i>Article 6</i>	
FINANCE	11
<i>Article 7</i>	
INFORMATION AND INTELLECTUAL PROPERTY	12

Article 8

LEGAL RESPONSIBILITY AND INSURANCE 14

Article 9

LEGISLATIVE PROVISIONS 14

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES 15

Article 11

FINAL PROVISIONS 16

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The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of the International Energy Agency ("Agency") countries, governments of other countries invited by the Governing Board of the Agency to be Contracting Parties, international organizations or parties designated by their respective governments, wish to co-operate in the development of the science and technology of Large Tokamaks as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments of Agency countries and the governments of Agency countries which have designated Contracting Parties (referred to collectively as the "Governments") have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development on controlled thermonuclear fusion;

RECOGNIZING that the heads of state in The Bonn Economic Declaration Towards Sustained Growth and Higher Employment of May, 1985, expressed their conviction that international co-operation in research and technology in major projects should be enhanced to make maximum use of the scientific potential in their respective countries;

CONSIDERING that the JET Joint Undertaking and the European Atomic Energy Community (EURATOM) have responsibilities for the construction and operation of the Joint European Torus ("JET") at Culham in the United Kingdom and are considered together as one Contracting Party for the purpose of this Agreement, that the Japan Atomic Energy Research Institute ("JAERI") has responsibility for the construction and operation of the JT-60 at Naka-machi, and that the United States Department of Energy ("USDOE") has responsibility for the construction and operation of the Tokamak Fusion Test Reactor ("TFTR") at the Princeton Plasma Physics Laboratory, which devices hereinafter are referred to as the "Three Large Tokamak Facilities";

RECOGNIZING that EURATOM, JAERI and USDOE have experimental programmes to exploit the scientific capabilities of JET, JT-60 and TFTR respectively;

DESIRING to further the science and technology of the Large Tokamaks by means of co-operative actions relating to the further development of the tokamak concept as well as to their respective current projects in that field;

CONSIDERING that the Governing Board of the Agency on 27th March, 1985 approved the co-operation under this Agreement as a special activity under Article 65 of the I.E.P. Agreement;

HAVE AGREED as follows :

Article 1

OBJECTIVE AND SCOPE

(a) *Objective.* The objective of this Agreement is to enhance the effectiveness and productivity of the research and development efforts related to the development of the tokamak fusion concept by strengthening co-operation on the existing Three Large Tokamak Facilities, and thus to provide a scientific and technological basis for the further development of the tokamak concept.

(b) *Activity Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various activities specified in paragraph (c) below and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among the Contracting Parties engaged in the various activities with the objective of advancing the Large Tokamak research and development activities for all Contracting Parties.

(c) *Means.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement (hereinafter referred to as the "Programme") shall include :

- (1) Exchanges of information between the Contracting Parties in the following areas :
 - (i) Experimental programme plans for the Large Tokamak Facilities;
 - (ii) Design and planning of experiments on the Three Large Tokamaks to contribute to the data base for the next-generation tokamak devices;
 - (iii) Experimental, theoretical and technical studies in :
 - (a) Plasma equilibrium and stability;
 - (b) Energy and particle transport;
 - (c) Plasma heating;
 - (d) Plasma-wall interaction;
 - (e) Deuterium-tritium burning;

- (f) Plasma current drive;
 - (g) Plasma fueling;
 - (h) Plasma diagnostics;
 - (i) Other areas as mutually agreed;
 - (iv) Management and operation of facilities related to :
 - (a) Operating procedures;
 - (b) Maintenance procedures;
 - (c) Safety rules;
 - (d) Inventory control;
 - (e) Documentation procedures;
 - (f) Control and management of operating records;
 - (g) Computer control systems;
 - (h) Other areas as mutually agreed;
 - (2) Assignment of scientists, engineers and other technical experts, as provided in Article 5 below, to work at the facilities of the other Contracting Parties in the areas of tokamak physics, systems engineering and project management, in accordance with agreements between the assigning Contracting Party and the Contracting Party which is responsible for the hosting facility;
 - (3) Conduct of selected workshops in the areas referred to in paragraph (1) above.

Article 2

IMPLEMENTATION OF THE PROGRAMME

- (a) *Programme Activities.* The Contracting Parties shall carry out the activities described in Article 1(c) above in accordance with the Programme of Work adopted each year by the Executive Committee provided for in Article 3 below.
- (b) *Additional Activities.* If a Contracting Party proposes that additional activities be included in the Programme, the Executive Committee may consider the proposal and the parties participating in such activities may make appropriate written arrangements by which the proposal might be implemented.

Article 3

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of two members designated by each Contracting Party; each Contracting Party shall also designate two alternate members to serve on the Executive Committee in the event that its designated members are unable to do so.

(c) *Responsibilities.* The Executive Committee shall :

- (1) For the first year of the Programme, and for each year thereafter, review the Programme of Work for each activity, together with an indicative programme of work for the following two years;
- (2) For the first year of the Programme, and for each year thereafter, adopt a programme of work for those activities; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work for those activities;
- (3) Make such rules and establish such procedures as may be required for the sound management of the Programme;
- (4) Carry out the other functions conferred upon it by this Agreement; and
- (5) Consider any matters submitted to it by the Secretariat or by a Contracting Party.

(d) *Procedures.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures :

- (1) The Executive Committee shall elect each year a Chairman;
- (2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of the Secretariat (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (3) The Executive Committee shall meet in regular session at least once each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;
- (4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Executive Committee;

- (5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;
- (6) The quorum for the transaction of business in meetings of the Executive Committee shall be at least one member from each Contracting Party;
- (7) The Secretariat shall ensure that draft minutes, agreed to by the Chairman, are distributed promptly after each meeting to each person or entity entitled to attend the meeting.

(e) *Voting.*

- (1) Each Contracting Party shall have one vote.
- (2) Where this Agreement requires the Executive Committee to act by unanimity, this shall require the agreement of each Contracting Party present and voting at the meeting at which the decision is taken. The Executive Committee shall adopt decisions and recommendations, for which no express voting provision is made in this Agreement, by a majority vote of the Contracting Parties present and voting.
- (3) With the agreement of each Contracting Party entitled to act thereon, a decision or recommendation may be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such Contracting Parties as in a meeting. The Chairman of the Executive Committee shall ensure that all Contracting Parties entitled to act thereon are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, by 31st January each year, provide the Agency with reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

Article 4

THE SECRETARIAT

(a) *Designation.* The Secretariat for the Programme shall be the Japan Atomic Energy Research Institute.

(b) *Functions.*

- (1) The Secretariat shall carry out the functions assigned to it in this Agreement as well as such additional functions as may be assigned to it under the Programme by the Executive Committee.

(2) The Secretariat shall make arrangements for meetings of the Executive Committee, as directed by the Chairman of the Executive Committee; shall prepare, verify, and distribute the minutes of the Executive Committee; shall assist personnel assignments as required; shall act as the central repository for all reports, publications and other information as collected and developed under the Programme, and shall be responsible for their distribution to members of the Executive Committee and to others as directed by the Executive Committee.

(c) *Replacement.* Should the Executive Committee wish to entrust the Secretariat to another government or entity, the Executive Committee may, deciding by unanimity and with the consent of such government or entity, act accordingly. References in this Agreement to the "Secretariat" shall include any government or entity appointed under this paragraph.

(d) *Resignation.* The Secretariat shall have the right to resign at any time by giving six months written notice to that effect to the Executive Committee, provided that :

(1) A Contracting Party, or entity designated by a Contracting Party, is at such time willing to assume the duties and obligations of the Secretariat and so notifies the Executive Committee and the other Contracting Parties to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Contracting Party or entity is approved in its function of Secretariat by the Executive Committee, acting by unanimity.

(e) *Information and Reports.* The Secretariat shall furnish to the Executive Committee such information and reports concerning the Programme as the Committee may request.

Article 5

ASSIGNMENT OF PERSONNEL

(a) *Notification and Work Plan.* The Contracting Parties shall notify the Secretariat of all assignments. Agreements between the concerned Contracting Parties shall specify the work plan to be followed by the assigned experts.

(b) *Equipment and Agreements.* Each expert on assignment may be accompanied by instrumentation, or other such equipment necessary as part of his assignment, to assist in data collection or diagnosis of facility operation. The terms and conditions, including information and intellectual property provisions, for transportation and use of such instrumentation and equipment shall be agreed upon in writing between the concerned Contracting Parties.

(c) *Procedures.* The procedures to be followed in assigning experts shall be as follows :

- (1) Each Contracting Party desiring to assign an expert shall, with notification to the Secretariat, submit its nomination to the Contracting Party in whose country the facility or the research group's offices are located, as a general rule, at least four months prior to the expected assignment date. Each such nomination shall specify the qualifications of the expert, his work during the assignment and the length of the assignment;
- (2) The Contracting Party in whose country the facility or the research group's offices are located shall, as soon as possible, notify the nominating Contracting Party of the acceptability of the assignment. The nominating Contracting Party and the Contracting Party in whose country the facility or the research group's offices are located shall agree upon the specific terms applicable to such assignments, after which the assignments may be implemented;
- (3) Publications resulting from theoretical or experimental investigation carried out under this Programme and in connection with the assignment shall normally be issued in the form of joint reports of the concerned Contracting Parties or individuals who contributed to the investigation;
- (4) All personnel expenses associated with an assignment shall be borne by the assigning Contracting Party. Such expenses shall include, but not be limited to, costs of salary, travel, insurance and living expenses of the assigned personnel. Assigned personnel shall in no way be deemed to be employees of the Contracting Party in whose country the facility or the research group's offices are located by virtue of the assignment. Assigned personnel shall adhere to all the general and special rules of work and safety regulations and other operating procedures of the Contracting Party in whose country the facility or the research group's offices are located.

Article 6

FINANCE

(a) *Individual Financial Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out under the Programme.

(b) *No Common Funds.* There is no intention to establish common funds under this Agreement.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

(a) *Right to Publish.* Subject only to patents and copyright restrictions of this Agreement, the Contracting Parties shall have the right to publish all information provided to or arising from the activities under this Agreement, except proprietary information, if any, but they shall not publish it with a view to profit except as the Executive Committee, acting by unanimity, may agree. Neither the Contracting Parties nor personnel designated by them shall introduce into any of the Three Large Tokamak Facilities proprietary information unless such information is specifically identified and the terms and conditions for its introduction are agreed upon in writing by the concerned Contracting Parties.

(b) *Proprietary Information.* The Contracting Parties shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Agreement, proprietary information shall mean information of a confidential nature acquired prior to or outside the scope of this Agreement, such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments), which is appropriately marked, provided such information :

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (3) Is not already in the possession of the recipient Contracting Party without obligation concerning its confidentiality.

It shall be the responsibility of each Contracting Party supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(c) *Production of Relevant Information.* The Contracting Parties should encourage the governments of all Agency Participating Countries to make available or to identify to them all published or otherwise freely available information known to the governments that is relevant to the activities under this Agreement. The Contracting Parties should notify each other of all pre-existing information, and information developed independently of the activities, known to them which is relevant to the activities under this Agreement and which can be made available for the activities under this Agreement without contractual or legal limitations.

(d) *Information.* Each Contracting Party agrees to provide to the other Contracting Parties all information utilized in the activities under this Agreement or which is necessary for practising the results of the activities in this Agreement, as well as all information listed in Article 1(c)(1) above. All information developed in connection with and during activities carried out under this Agreement (arising information) shall be provided to each Contracting Party by the Contracting Party performing the work, subject only to the need to retain

information concerning patentable inventions in confidence until appropriate action can be taken to protect such inventions in accordance with paragraph (e) below. Reports containing arising information and pre-existing information necessary for and used in the activities under this Agreement, including proprietary information in accordance with paragraphs (a) and (b) above, shall be provided to the Contracting Parties by the Contracting Party performing the work. The Secretariat shall provide summary reports of work performed under this Agreement and arising information therefrom, other than proprietary information, if any, to the Executive Committee.

(e) *Licensing of Inventions.* With respect to any invention or discovery made or conceived in the course of or under this Agreement by personnel of one Contracting Party (the Assigning Contracting Party) or its contractors while assigned to the other Contracting Party (the Recipient Contracting Party) or its contractors in connection with exchanges of scientists, engineers and other experts :

- (1) The Recipient Contracting Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free licence in all such countries to the Assigning Contracting Party, its government and the nationals of its country designated by it; and
- (2) The Assigning Contracting Party shall acquire all right, title and interest in and to such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free licence to the Recipient Contracting Party, its government and the nationals of its country designated by it.

Each Contracting Party also agrees to license all such inventions or discoveries to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their energy needs.

(f) *Information Regarding Inventions.* Information regarding inventions on which patent protection is to be obtained by the Contracting Parties shall not be published or publicly disclosed by the other Contracting Parties until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Contracting Party to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(g) *Copyright.* Each Contracting Party may, for its own work under this Agreement, take appropriate measures necessary to protect copyrightable material generated under the activities under this Agreement. Copyrights obtained shall be the property of that Contracting Party, provided, however, that Contracting Parties may reproduce and distribute such material, but shall not publish it with a view to profit.

(h) *Inventors and Authors.* Each Contracting Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its inventors and authors required to carry out the provisions of this paragraph. Each Contracting Party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(i) *Determination of "National"*. The Contracting Parties may establish guidelines to determine what constitutes a "national" of a Contracting Party provided, however, in recognition of the fact that all fusion power research and development activities of the individual Member States of the European Atomic Energy Community (EURATOM) are integrated and carried out jointly in the framework of the EURATOM fusion programme, that EURATOM acts on behalf of itself and its fusion power research and development associated national organizations in the EURATOM Member States, and that Sweden and Switzerland are associated with the EURATOM fusion programme and are represented in the JET Joint Undertaking, the countries referred to in this Article shall, with respect to EURATOM, be understood to be the countries of the Member States of EURATOM, Sweden and Switzerland.

(j) *Instrumentation and Equipment*. The information and intellectual property provisions governing the instrumentation and equipment under Article 5 of this Agreement shall be set forth in a written agreement between the concerned Contracting Parties.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Insurance*. Each Contracting Party carrying out personnel exchanges as provided in Article 5 above shall inform the other Contracting Party concerned of the insurance coverage applicable in the circumstances. Any arrangements for continuing or obtaining insurance coverage shall be made by the Contracting Parties concerned.

(b) *Compensation for Damages*. Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the laws applicable to the Contracting Parties.

Article 9

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities*. Each Contracting Party shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Programme.

(b) *Appropriation of Funds and Applicable Laws*. In carrying out this Agreement, the Contracting Parties shall be subject to the appropriation of funds by the appropriate authority, where necessary, and to the constitutions, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions

upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) *Decisions of Agency Governing Board.* The Contracting Parties shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. A Secretariat which is not a Contracting Party shall be regarded as a Contracting Party for the purpose of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement and accepts the rights and obligations of a Contracting Party. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph (a) above.

(c) *Replacement of Contracting Parties.* With the agreement of the other Contracting Parties, a Contracting Party designated by a government may be replaced by another

party upon request by that government. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph (a) above and in accordance with the procedure provided therein.

(d) *Withdrawal.* Any Contracting Party may withdraw from this Agreement either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties.

(e) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

- (1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (d) above on a date to be fixed by the Executive Committee; and
- (2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement.

(f) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice, specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of five years from the date hereof. It may be extended by the Contracting Parties, acting by unanimity and taking into account any recommendation of the Agency's Committee on Energy Research and Development concerning the term of the Agreement.

(b) *Legal Relationship of Contracting Parties.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties.

(c) *Amendment.* This Agreement may be amended at any time by the Contracting Parties, acting by unanimity, in writing. Such amendments shall come into force in a manner determined by the Executive Committee, acting by unanimity.

(d) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country and to each Member country of the Organisation for Economic Co-operation and Development.

Done in Garching b. München, this 15th day of January, 1986.

For the EUROPEAN ATOMIC ENERGY
COMMUNITY (EURATOM) and the JET JOINT UNDERTAKING:

Paolo Fasella

For the JAPAN ATOMIC ENERGY
RESEARCH INSTITUTE (JAERI)
(designated by the Government of Japan):

Sigeru Mori

For the UNITED STATES DEPARTMENT OF ENERGY
for and on behalf of the Government of
the United States of America:

Alvin W. Trivelpiece

The Legal Counsel of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency.

Paris,

THE LEGAL COUNSEL:

RICHARD F. SCOTT