

AGREEMENT

between

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

and

THE NATIONAL RADIOACTIVE WASTE MANAGEMENT AGENCY OF FRANCE

in the field of

RADIOACTIVE WASTE MANAGEMENT

WHEREAS:

The DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA (DOE) and THE NATIONAL RADIOACTIVE WASTE MANAGEMENT AGENCY OF FRANCE (ANDRA), hereinafter referred to as the Parties, have a mutual interest in the safe, effective and economic handling, storage, transportation, disposal and retrieval of spent nuclear fuel and other types of radioactive waste products:

DOE is responsible in the United States for the disposal of commercial nuclear spent fuel and high-level radioactive waste as well as research and development in the areas of environmental restoration and radioactive waste management, and ANDRA is responsible in France for the management of radioactive waste, including programs associated with the preparation, transport, treatment, interim storage, and permanent disposal of spent fuel and radioactive wastes;

The Parties recognize the contribution that such research and development in radioactive waste management can make in protecting the environment, while furthering the safe and economic application of nuclear energy; and

DOE and ANDRA believe that a cooperative program of equitable sharing of their respective research and development data, technology, and experience in the management of radioactive waste would be of mutual benefit;

HAVE IS AGREED AS FOLLOWS:**ARTICLE 1 - OBJECTIVE**

The objective of this Agreement is to establish a framework for cooperation in the management of radioactive wastes for the purposes of minimizing the consequences of radioactive contamination on health and environment and promoting the safe and economic application of nuclear energy. Cooperation between the Parties shall be on the basis of mutual benefit, equality, and reciprocity.

ARTICLE 2 - AREAS OF COOPERATION

The areas of cooperation under the Agreement may include the following:

- A. Characterization of geologic formations;
- B. Field and laboratory testings;

- C. Preparation and packaging of radioactive wastes;
- D. Disposal in geologic formations;
- E. Surface, subsurface storage and disposal of radioactive wastes;
- F. Environmental and safety issues;
- G. Design and operational issues;
- H. Performance assessment issues;
- I. Transportation issues;
- J. Public acceptance issues;
- K. Decontamination and decommissioning;
- L. Waste acceptance;
- M. Experience in siting of facilities;
- N. Regulatory criteria and standards;
- O. Waste classification;
- P. Such other areas of cooperation as may be agreed by the Parties may agree to in writing.

ARTICLE 3 - FORMS OF COOPERATION

Cooperation under this Agreement may include the following forms:

- A. Exchange or assignment of scientists, engineers, and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices, and other facilities and enterprises of each of the Parties in accordance with Article 6;
- B. Exchange of scientific, technical and public acceptance information, and results of research development and social impact studies;

- C. Exchange of samples, materials, and equipment for testing;
- D. Organization of and participation in seminars and other meetings on specific topics in the areas of cooperation listed in Article 2;
- E. Short visits by specialist teams or individuals to the radioactive waste management facilities of the other Party;
- F. Observation of and participation in studies relating to the areas of cooperation listed in Article 2;
- G. Joint projects in which the Parties agree to share work and/or costs; and
- H. Such other specific forms of cooperation as the Parties may agree.

ARTICLE 4 - MANAGEMENT

A. Each Party shall name one Principal Coordinator to supervise activities under this Agreement. The Principal Coordinators shall meet annually, alternately in the United States and in France, to evaluate the status of cooperation under this Agreement. This evaluation will include a review of the achievements, problems, and effectiveness of activities under this Agreement. The Principal Coordinators also will consider future program opportunities with a view to maximizing the mutual benefits of cooperation.

B. Subject to the prior approval of the Parties, the Principal Coordinators may appoint Technical Coordinators to manage specific cooperative activities initiated under this Agreement and to establish and maintain working contacts at the staff level.

ARTICLE 5 - IMPLEMENTING ARRANGEMENTS

When the Parties agree to undertake a form of cooperation set forth in paragraphs A, C, G or H of Article 3, the Parties shall conclude an Implementing Arrangement, which shall be annexed to this Agreement and subject to its terms. Each Implementing Arrangement shall include detailed provisions for carrying out the activity, and shall cover such matters as technical scope, total costs, cost-sharing between the Parties, project schedule, management of the cooperation, exchange of equipment, and any special provisions necessary for treatment of business confidential information, intellectual property, and information disclosure specific to the particular project. Activities under Implementing Arrangements may involve as appropriate laboratories of the Parties or their contractors or their contractors' subsidiaries.

ARTICLE 6 - PERSONNEL ASSIGNMENTS

- A. Whenever an assignment or exchange of personnel is contemplated under Paragraph A of Article 3, each Party shall ensure that qualified personnel are selected for assignment to the other Party;
- B. Each Party shall be responsible for the salaries, travel, and living expenses of its personnel while on assignment to the host Party, unless otherwise agreed;
- C. The Receiving Party shall arrange for accommodations for assigned personnel and families of the other Party or its contractors on a mutually agreeable reciprocal basis;
- D. The Receiving Party shall provide all necessary assistance to the assigned personnel and their families regarding administrative formalities such as travel arrangements and work permits; and
- E. Assigned personnel shall conform to the general and special rules of work and safety regulations in force at the establishment of the Receiving Party, unless otherwise agreed in separate implementing arrangements. Such special rules of work may include restrictions on access to sensitive or classified facilities or areas.

ARTICLE 7 - INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party.
- 7.2 Each Party shall treat intellectual property created or furnished in the course of cooperative activities under this Agreement in accordance with Annex I to this Agreement which shall form an integral part of this Agreement and shall apply to all activities conducted under this Agreement.

ARTICLE 8 - SECURITY OBLIGATIONS

If either Party believes that information or equipment proposed to be provided or exchanged under this Agreement requires protection in the interests of that Party's national defense or foreign relations, that Party shall so notify the other Party, and the Parties shall consult to identify and agree upon appropriate measures for the protection of the information or equipment.

ARTICLE 9 - GENERAL PROVISIONS

- 9.1 Unless otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.
- 9.2 Each Party shall conduct the activities provided for in this Agreement subject to its applicable laws and regulations, and shall provide resources subject to the availability of personnel and appropriated funds.
- 9.3 All questions of interpretation and implementation relating to the Agreement arising during its term shall be resolved by agreement of the Parties.

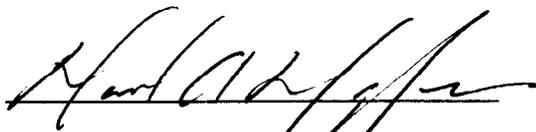
ARTICLE 10 - DURATION, AMENDMENT AND TERMINATION

- 10.1 This Agreement shall enter into force upon the latter date of signature and shall remain in force for five (5) years.
- 10.2 This Agreement may be amended or extended by mutual written agreement of the Parties.
- 10.3 This Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.
- 10.4 Joint efforts and experiments not completed at the expiration or termination of this Agreement may, on agreement of the Parties, be continued until their completion under the terms of this Agreement.

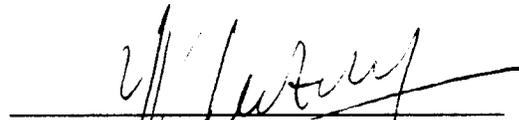
Done in duplicate, in the English and French languages, each text being equally authentic.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:

FOR THE NATIONAL RADIOACTIVE
WASTE MANAGEMENT AGENCY OF FRANCE:



Date September 8, 1995



Date 20 SEP. 1995

ANNEX I - INTELLECTUAL PROPERTY

PREAMBLE

PURSUANT TO ARTICLE 6 OF THIS AGREEMENT:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Implementing Arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this annex.

I - SCOPE

I-A. This annex is applicable to all cooperative activities undertaken by the Parties or by the relevant entities (hereafter "cooperative entities") pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their cooperative entities.

I-B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 (viii) of the convention establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, which reads as follows:

(viii) "intellectual property" shall include the rights relating to:

- literary, artistic and scientific works,
- performances of performing artists, phonograms, and broadcasts,
- inventions in all fields of human endeavor.
- scientific discoveries,
- industrial designs,
- trademarks, service marks, and commercial names and designations,
- protection against unfair competition,

and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

I-C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party or cooperative entities can obtain the rights to intellectual property allocated in accordance with the annex. The allocation between a Party and participants on behalf of this Party in the cooperative activities, which shall be determined by the Party's laws and practices, shall not be altered or prejudiced by application of this Annex.

I-D. Disputes concerning intellectual property arising under this agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

I-E. Termination or expiration of this Agreement shall not affect the rights or obligations under this Annex.

II - ALLOCATION OF RIGHTS

II-A. Each Party, subject to the restrictions of Article III of this Annex, shall be entitled to a nonexclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, and publicly available reports directly arising under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named. Each Party or its cooperative entities shall have the right to review a translation prior to public distribution.

II-B. Rights to all forms of intellectual property, other than those rights described in section II(A) above, shall be allocated as follows:

II-B/1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution, unless a specific agreement is or has been signed between the host and forwarding institutions. In addition, each visiting researcher named as an inventor shall be entitled to treatment as a national of the host country with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.

II-B/2(A). For intellectual property created during joint research, the Parties or their cooperative entities shall jointly develop a technology management plan either prior to the start of their cooperation, for example in research areas likely to lead rapidly to industrial applications, or within a reasonable time from the time a Party becomes aware of the creation of intellectual property. The technology management plan shall consider the relative contributions of the Parties and their cooperative entities, the benefits of exclusive or non-exclusive licensing by territory or for field of use, requirements imposed by the Parties' domestic laws, and other factors deemed appropriate. If needed, the technology management plan shall be jointly modified or completed in a timely fashion, subject to the approval of both Parties or their cooperative entities.

II-B/2(B). If the Parties or their cooperative entities cannot reach agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the intellectual property in question, each Party may designate one co-exclusive licensee to have world-wide rights to said intellectual property. Each Party shall notify the other two months prior to making a designation under this paragraph. When both Parties (or their licensees) exploit the intellectual property in a country, they shall share equally the reasonable cost of

intellectual property protection in that country.

II-B/2(C). A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant Implementing Arrangement, otherwise the allocation of rights to intellectual property will be in accordance with Paragraph II-B/1.

II-B/2(D). In the event that either Party believes that a particular joint research project under this Agreement will lead, or has led, to the creation or furnishing of intellectual property of a type not protected by the applicable laws of one of the Parties, the Parties shall immediately hold discussions to determine the allocation of the rights to the said intellectual property; the joint activities in question will be suspended during the discussions, unless otherwise agreed by the Parties thereto. If no agreement can be reached within a three month period from the date of the request for discussions, the Parties shall cease the cooperation in the project in question. Notwithstanding Paragraphs II-B/2(A) and (B), rights to any intellectual property which has been created will be resolved in accordance with the provisions of Article 1-D.

III - BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the agreement, each Party and its cooperative entities shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as business-confidential information if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. Without prior written consent, neither of the Parties shall disclose any business-confidential information provided by other Party except to appropriate employees and government personnel. If expressly agreed between the Parties, business-confidential information may be disclosed to prime and subcontractors. Such disclosures shall be for use only within the scope of their contracts with the Parties relating to cooperation under the Agreement. The Parties shall impose, or shall have imposed, an obligation on those receiving such information to keep it confidential. If one of the Parties becomes aware that, under its laws or regulations, it will be, or may reasonably expected to become, unable to meet the non-disclosure provisions, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.