

**AGREEMENT  
BETWEEN  
THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA  
AND  
THE NATIONAL COOPERATIVE FOR THE DISPOSAL  
OF RADIOACTIVE WASTE IN SWITZERLAND IN THE  
FIELD OF RADIOACTIVE WASTE MANAGEMENT**

**WHEREAS:**

The Department of Energy of the United States of America and the National Cooperative for the Disposal of Radioactive Waste in Switzerland, hereinafter referred as the "Parties";

Noting the Agreement for Cooperation between the Government of the United States of America and the Government of Switzerland concerning Civil Uses of Atomic Energy, signed at Bern, Switzerland, Washington, on October 31, 1997;

Having a mutual interest in the safe, effective, and economic treatment, handling, isolation, disposal and retrieval of spent radioactive fuel and separated radioactive waste products;

Noting the mutual benefits obtained under the "Agreement between the United States Department of Energy and the National Cooperative for the Storage of Radioactive Waste in Switzerland in the Field of Radioactive Waste Management," signed on April 19, 1985, as amended and extended;

Desiring to continue and to further develop the cooperative program initiated under the 1985 Agreement of research and development and of equitable sharing of the Parties' respective research and development data, technology, and experience in the management of radioactive waste; and

Convinced that continued collaboration in the field of radioactive waste management will be of mutual benefit and will contribute to the protection of the environment, while furthering the safe and economic application of nuclear energy;

**HAVE AGREED AS FOLLOWS:**

**ARTICLE 1  
OBJECTIVES**

The objectives of this Agreement are to continue and intensify cooperation between the Parties in activities related to the field of radioactive waste management and the back-end of the nuclear fuel cycle. Cooperation between the Parties shall be on the basis of mutual benefit, equality, and reciprocity.

**ARTICLE 2**  
**AREAS OF COOPERATION**

Cooperation under this Agreement may include, but is not limited to, the following areas:

1. Characterization of geologic formations;
2. Field and laboratory testing;
3. Preparation and packaging of radioactive wastes;
4. Disposal in geologic formations;
5. Surface and subsurface storage of radioactive wastes;
6. Environmental and safety issues;
7. Design and operational issues;
8. Performance assessment issues;
9. Transportation requirements;
10. Public acceptance issues; and
11. Such other areas of cooperation as the Parties may agree.

**ARTICLE 3**  
**FORMS OF COOPERATION**

Cooperation under this Agreement may include, but is not limited to, the following forms:

1. Exchange 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 or its contractors. Such exchanges of staff shall be in accordance with Article 5 of this Agreement.
2. Exchange of scientific and technical information and results of research and development. Such exchanges shall be in accordance with Article 6 of this Agreement.
3. Exchange of samples, materials, and equipment for testing, subject in each case to a separate written agreement.

4. Organization of and participation in seminars and other meetings on specific agreed topics in the areas of cooperation listed in Article 2 of this Agreement.
5. Short visits by specialist teams or individuals to the facilities of the Parties.
6. Observation of and participation in studies dealing with the areas of cooperation listed in Article 2 of this Agreement, subject in each case to a separate written agreement.
7. Joint projects in which the Parties agree to share the work and/or costs, subject in each case to a separate written agreement.
8. Such other forms of cooperation as the Parties may agree.

#### **ARTICLE 4 MANAGEMENT**

To supervise the execution of this Agreement, each Party shall name a Coordinator. The Coordinators shall consult annually and meet periodically to evaluate the status of cooperation under this Agreement. Evaluation will include a review of the past year's activities, including accomplishments and impediments, and plans for the following year's activities. The Coordinators shall also consider any new major proposals for cooperation with a view to maximizing the mutual benefits of cooperation. Day-to-day management of the cooperation shall be carried out by Correspondents designated by each Coordinator.

#### **ARTICLE 5 EXCHANGE OF PERSONNEL**

1. Each Party shall ensure that qualified personnel are selected for assignments to the other Party.
2. Each assignment shall be subject to a separate written agreement between the Parties.
3. Each Party shall be responsible for the payment of salaries, travel, and living expenses of its personnel while on assignment to the host or receiving Party, unless otherwise agreed in writing.
4. The receiving Party shall arrange accommodations for the assigned personnel of the sending Party or its contractors (and their families) on a mutually agreeable, reciprocal basis.
5. The receiving Party shall provide all necessary assistance to the assigned personnel and their families regarding administrative formalities (e.g., acquiring visas).
6. Each Party shall ensure that its staff or the staff of its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

## ARTICLE 6 INTELLECTUAL PROPERTY AND INFORMATION

### 1. Preamble

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant project agreements and annexes. 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. Rights to such intellectual property shall be allocated as provided in this Article.

### 2. Scope

- A. This Article is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For the purpose of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- C. This Article addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Article, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Article does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- 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 designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.
- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Article.

### 3. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation 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.

B. Rights to all forms of intellectual property, other than those rights described in paragraph 3.A. above, shall be allocated as follows:

- (1) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institutions. In addition, each such visiting researcher named as an inventor shall be entitled national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.
- (2)
  - (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries shall be determined on a case-by-case basis in project agreements and annexes. If research is not designated as "joint research" in the relevant project agreement or annex, rights to intellectual property arising from the research will be allocated in accordance with paragraph 3.B.(1) above. In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.
  - (b) Notwithstanding paragraph 3.B.(2)(a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors shall nonetheless be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

4. Business-Confidential Information

In the event that the information identified in a timely fashion as "business-confidential" is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" 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 fashion an obligation to keep it confidential.

**ARTICLE 7**  
**PARTICIPATION OF OTHER ORGANIZATIONS**

The Parties may invite additional public or private organizations in the country of either Party to participate in activities under this Agreement at their own expense and in accordance with the terms and conditions specified by the Parties.

**ARTICLE 8**  
**SECURITY OBLIGATIONS**

The Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided or exchanged under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information or equipment and, if appropriate, shall amend this Agreement to incorporate such measures.

**ARTICLE 9**  
**GENERAL PROVISIONS**

1. Unless otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.
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 appropriated funds and personnel.
3. All questions of interpretation or implementation relating to this Agreement arising during its term shall be resolved by agreement of the Parties.

**ARTICLE 10**  
**DURATION, AMENDMENT, AND TERMINATION**

1. This Agreement shall enter into force upon signature and shall continue in force for a five-year period. Unless one of the Parties notifies the other Party of its intention to terminate this Agreement at least three months before its expiration, this Agreement shall be automatically extended for successive five-year periods.
2. This Agreement may be amended by written agreement of the Parties.

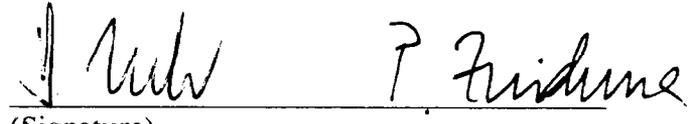
- 3. This Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance written notification to the other Party, or at any time by the mutual written consent of the Parties. Termination of this Agreement shall not affect the obligations of the Parties under Articles 6 and 8, unless otherwise agreed by the Parties.
- 4. Joint activities not completed at the time of expiration or termination of this Agreement may be continued upon the written agreement of the Parties until their completion under the terms of this Agreement.

Signed, in duplicate, at Washington, D.C., United States of America, this 8th day of December, 1997, and at Wettingen, Switzerland, this 23rd day of December, 1997.

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

**FOR THE NATIONAL COOPERATIVE  
FOR THE DISPOSAL OF RADIOACTIVE  
WASTE IN SWITZERLAND:**

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Lake H. Barrett

\_\_\_\_\_  
(Printed Name)

Director, Office of Civilian  
Radioactive Waste Management

\_\_\_\_\_  
(Title)

H. Issler

\_\_\_\_\_  
(Printed Name)

President

\_\_\_\_\_  
(Title)

Dr. P. Zuidema

Division Head  
Science & Technology