

ANNEX II TO THE JANUARY 25, 1983 EXCHANGE OF LETTERS BETWEEN  
MONBUSHO OF JAPAN AND THE DEPARTMENT OF ENERGY OF THE UNITED STATES  
ON COOPERATION IN FUSION RESEARCH AND DEVELOPMENT

MONBUSHO-DOE COLLABORATION ON A DATA LINK AND  
DATA LINK PROJECTS FOR FUSION

Whereas, under Article III.2 of the January 25, 1983 Exchange of Letters between the Monbusho of Japan (hereinafter referred to as Monbusho) and the Department of Energy of the United States of America (hereinafter referred to as DOE) on Cooperation in Fusion Research and Development (hereinafter referred to as "Monbusho-DOE Exchange of Letters"), any specific details to implement activities within the scope of this Exchange of Letters may be determined through written arrangements to this Exchange of Letters,

Whereas, an access limited connection between the fusion computer facilities of each Party that permits rapid controlled transfer of data and communication (hereinafter referred to as "The Data Link") has been tested successfully between the Institute of Plasma Physics at Nagoya (IPP-Nagoya), Japan and the Magnetic Fusion Energy Computer Center at Livermore, California.

Whereas, Monbusho and DOE have judged that a Data Link will enhance the productivity of their joint fusion research activities,

Whereas, the Director of the Institute of Plasma Physics of Nagoya University (hereinafter referred to as IPP) is endowed by Monbusho as a responsible person with authority to establish this Agreement,

Therefore, IPP and DOE (hereinafter referred to as "the Parties") agree hereby to establish this Annex in order to define the detailed provisions for the implementation of a Data Link, as follows:

1. Objective:

To establish formally a Data Link to facilitate rapid information exchanges between fusion researchers in the U.S. and Japan (Monbusho) to support collaboration.

2. Scope:

The scope of Data Link activities shall consist of the following:

- 1) joint code development and/or usage,
- 2) joint data analysis and/or theory/experiment comparison,
- 3) access to computers in their home countries by visiting scientists for computations related to the purpose of the visit,

- 4) administration of Data Link projects and of the Data Link,
- 5) additional categories of Data Link projects may be added by mutual written agreement.

### 3. Control of Access:

3.1 Only such codes, data files, and other computer resources as are required for carrying out a specific project shall be made available to project participants.

3.2 Security measures shall be maintained by both Parties that are adequate to deter unauthorized use of computing resources as well as unauthorized code or data transfer.

### 4. Management of the Data Link:

4.1 Administrative oversight of the Data Link is the responsibility of the Data Link Steering Committee, acting under the overall guidance of the US-Japan Coordinating Committee on Fusion Energy (hereinafter referred to as the Coordinating Committee).

4.1.1 The Steering Committee shall consist of three members designated by each Party; one member from each side shall be designated as co-chairperson.

4.1.2 The Steering Committee shall act with unanimity with each Party having one vote.

4.1.3 The Steering Committee shall be responsible for promoting and managing effective use of the Data Link, in consultation with the Coordinating Committee and other committees established under the Coordinating Committee.

4.1.4 The Steering Committee shall monitor Data Link usage and shall examine the amount of Data Link resources requested to ensure that the usage of the Data Link and associated computational resources are equitably shared by both Parties.

4.1.5 If necessary, the Steering Committee may recommend restriction of Data Link projects or expansion of Data Link resources to maintain the balance between supply and demand.

4.1.6 The Steering Committee may establish such rules of procedure as required for its proper functioning and consider other matters pertinent to the execution of its responsibilities.

4.1.7 The Steering Committee shall report to the Coordinating Committee annually regarding the progress and plans for use of the Data Link. The Steering Committee shall take into account, as appropriate, the decisions and policies of the Coordinating Committee.

4.1.8 The Steering Committee shall meet as required on a date and at a location mutually agreed upon. An exchange of letters may serve as a substitute for a meeting of the Steering Committee.

4.2 Technical management of the Data Link shall be the joint responsibility of the MFE Computer Center (Livermore) and the IPPJ Computer Center (Nagoya), hereinafter referred to as "computer centers" or MFECC and IPPJCC.

4.2.1 The computer centers shall monitor the technical performance of the Data Link, collect statistics on Data Link usage and cost, and maintain administrative and technical controls to ensure that only authorized Data Link usage is permitted.

4.2.2 The computer centers shall be responsible for implementing any technical modification to the Data Link that may be agreed upon by the Steering Committee.

#### 5. Data Link Finances:

5.1 The Steering Committee shall monitor Data Link usage to insure that communications costs remain within the budget agreed to by each Party. Data Link budgets may be modified by mutual written agreement. Packet and connect time costs shall be billed directly to each Party and paid individually. Packet costs shall be paid by the Party transmitting the file irrespective of who requested the file transfer.

#### 6. Information and Intellectual Property:

Except as may be otherwise provided in the agreements under which the tasks and activities using the Data Link are undertaken, the information and intellectual property provisions shall be as follows:

- (a) **Right to Publish.** Subject only to the copyright restrictions of this agreement, both parties shall have the right to publish all information provided to or arising from the activities under this Agreement, except proprietary information, if any.
- (b) **Proprietary Information.** The 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, know-how including, for example, computer programs, design procedures and techniques, 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;

- (3) Is not already in the possession of the recipient party without obligation concerning its confidentiality.

It shall be the responsibility of each Party supplying proprietary information to identify the information as such and to ensure that it is clearly marked with the following (or substantially similar) restrictive legend:

"This document or file contains proprietary information furnished in confidence under the Agreement between the United States Department of Energy and the Monbusho of Japan of \_\_\_\_\_ (Date) \_\_\_\_\_ and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Government of the United States and the Government of Japan without prior approval of \_\_\_\_\_ (the Party supplying the proprietary information) \_\_\_\_\_.

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

- (c) **Information.** Each Party agrees to provide the other Party all information utilized in or arising from activities under this agreement. All information developed in connection with and during activities carried out under this agreement shall be provided to each Party by the Party performing the work.
- (d) **Copyright.** A Party, or any entity acting under agreement with the Party, may obtain copyright in all countries on works, including computer software and codes which the Party or its entities originate or which are developed at their facilities under this Agreement. The non-originating Party shall have a non-exclusive, irrevocable, royalty-free license for all purposes under the copyrights. In the event such works are jointly developed at the facilities of both Parties or their entities, each Party may obtain copyright protection in its own country with the right to copyright protection in third countries being distributed in an equitable manner as agreed to by the Parties. In any event, a Party obtaining copyright protection shall grant to the other Party, its Government and its nationals a non-exclusive, irrevocable, royalty-free license for all purposes under the copyrights.
- (e) **Warrants.** 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 any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

- (f) **Inventors and Authors.** Each Party shall assume the responsibility to pay awards or compensation required to be paid to nationals of its own country according to the laws of its own country.
- (g) **Inventions.** Rights to inventions shall be determined on an equitable basis by mutual agreement of the parties. In general, inventions shall be owned by the inventing Party in its country and in third countries, and by the other Party in its own country.

## 7. Technology Changes and Data Link Upgrades:

7.1 Technology changes and Data Link hardware and software upgrades to the Data Link that will change the operation of the Data Link shall be agreed to by both Parties.

7.1.1 The changes and upgrades shall be approved and scheduled by the Data Link Steering Committee, consistent with Section 4 of this agreement. This approval may be given at meetings of the Data Link Steering Committee or by exchange of letters between the two co-chairpersons after consultation with the other members of the committee from their respective countries.

7.1.2 The Data Link Steering Committee shall consult with the relevant Steering and Joint Planning Committees and Planning Groups and the Coordinating Committee to ensure that the proposed changes and upgrades support DOE and Monbusho joint fusion research activities.

7.1.3 The Data Link Steering Committee is responsible for forecasting future Data Link requirements, and planning changes and upgrades in the most cost effective manner. In cases where the proposed change or upgrade will substantially increase the total cost of the Data Link to the Parties, the Steering Committee shall obtain the approval of the Coordinating Committee before acting on that proposal.

7.1.4 In cases where the proposed changes and upgrades have significantly unequal costs and/or benefits for the two Parties, the Coordinating Committee shall approve the proposed change or upgrade taking into account overall program priorities and equity.

## 8. Incorporation by Reference:

8.1 Articles VIII, IX, X, and XI of the Monbusho-DOE Exchange of Letters are hereby incorporated by reference.

9. Term of the Program:

The Data Link shall be formally established and enter into force upon the signing of this Agreement and shall remain in force for five (5) years or until the expiration of the Monbusho-DOE Exchange of Letters, whichever occurs first.

10. Extension of the Program:

10.1 The term of the Collaborative Program may be further extended by written agreement between the Parties.

11. Termination of the Program:

11.1 The Collaborative Program may be terminated at the discretion of either Party upon six (6) months advance notification in writing to the other Party.

Done at Nagoya, Japan  
on December 21, 1988

Done at Washington, D.C.  
on December 12, 1988

Taiji Uchida

The Director of the Institute of  
Plasma Physics, Nagoya University,  
a designee for the Monbusho of Japan

John F. Clarke

The Associate Director for  
Fusion Energy, Office of  
Energy Research, a designee  
for the Department of Energy  
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