

## PROJECT ANNEX 2

### COOPERATION IN THE AREA OF BORON NEUTRON CAPTURE THERAPY

The Department of Energy of the United States of America (DOE) and the National Atomic Energy Commission of the Argentine Republic (CNEA) have entered into an Implementing Arrangement for Technical Exchange and Cooperation in the Area of Peaceful Uses of Nuclear Energy on October 16, 1997 (hereinafter referred to as the Implementing Arrangement);

Recognizing that DOE and CNEA (the Parties) desire to promote the exchange of scientific and technological information and cooperation on research, development, testing, and evaluation of technology, equipment, and procedures in order to improve technologies as they pertain to the peaceful uses of nuclear energy; and

Noting that they will mutually benefit from joint research leading to improvement of the safety and efficacy of Boron Neutron Capture Therapy (BNCT) of brain tumors.

Have agreed as follows, subject to the terms of the Implementing Arrangement as provided in Article 4:

#### ARTICLE 1 SCOPE

The Parties agree that, initially, the scope of the cooperation may include, but is not limited to technical exchanges and collaborations as follows:

1. One and two week visits to Argentine facilities by experts of the Massachusetts Institute of Technology (MIT);
2. Three to five day visits to Argentine facilities by appropriate American experts from Brookhaven National Laboratory, New York University at Stony Brook, Ohio State University, and/or other relevant laboratories and universities working in the field;
3. Visits of junior and senior Argentine scientists to the above-mentioned centers in the United States; and
4. Collaboration with technical experts of Argonne National Laboratory (ANL) in the area of neutron beam calculations.

## ARTICLE 2 OBJECTIVES

The objective of this Project Annex is to make progress in four main areas related to the development and/or refinement of BNCT facilities and capabilities:

1. Development of an epithermal neutron beam that can be used for experimental or clinical BNCT;
2. Development of dosimetric capabilities for experimental and clinical BNCT;
3. Development of in vitro and in vivo biological test systems to evaluate biodistribution and therapeutic efficacy of boron delivery agents for BNCT; and
4. Design of an accelerator neutron source for BNCT

## ARTICLE 3 MANAGEMENT

DOE and CNEA shall each name technical coordinators as necessary to manage specific projects under this Project Annex. Technical Coordinators shall report the progress of activities as necessary to the Principal Coordinators pursuant to Article 5 of the Implementing Arrangement. A detailed Action Sheet will be developed for each specific project. Action Sheets will include schedules, cost estimates, cost sharing, personnel assignments, access to facilities, use and exchange of equipment, and other matters as required by the specific nature of the project.

The Parties may invite other government organizations or private institutions in their respective countries to participate in activities under this Project Annex. Such participation shall be coordinated with the Principal Coordinators, and relevant Technical Coordinators, of the Implementing Arrangement and shall be subject to the provisions of the Implementing Arrangement and this Project Annex.

## ARTICLE 4 INTELLECTUAL PROPERTY RIGHTS

Rights to intellectual property arising under this Project Annex shall be subject to Article 9 of the Implementing Arrangement.

As set forth in paragraph 3.2(ii)(a) of Article 9 of the Implementing Arrangement, each Party shall be entitled to obtain all rights and interests in its own country. In third countries, each Party that shares equally the cost of obtaining intellectual property in a particular third country shall

have a nonexclusive, irrevocable, royalty-free license in said intellectual property. Each such Party also shall have the right to sublicense the intellectual property in said third country. If only one Party provides the funding for obtaining the intellectual property in a particular third country, then that Party shall have all rights and interests in said intellectual property,

The Parties shall cooperate with each other in protecting intellectual property in those countries in which the Parties want rights.

ARTICLE 5  
COSTS AND LEGAL PROVISIONS

Except when otherwise agreed in writing, all costs resulting from cooperation under this Project Annex will be borne by the Party that incurs them. It is understood that the ability of each Party to carry out its obligations under this Project Annex is subject to the availability of appropriated funds and personnel and subject to applicable laws and regulations of the countries of the Parties.

ARTICLE 6  
EFFECTIVE DATE AND TERMINATION

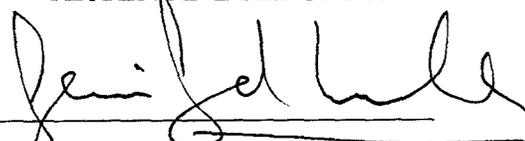
This Project Annex enters into effect on the last date of signature and remains in effect as long as the Implementing Arrangement remains in effect. Upon termination of the Implementing Arrangement, this Project Annex shall expire. This Project Annex may be amended or extended by written agreement of the Parties, and may be terminated at any time by either Party upon six (6) months written notice to the other Party.

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

*EAC*  


Date: *April 9, 1998*

FOR THE NATIONAL ATOMIC  
ENERGY COMMISSION OF THE  
ARGENTINE REPUBLIC:



Date: *April 13<sup>th</sup>, 1998*