

**ARRANGEMENT FOR INFORMATION EXCHANGE AND COOPERATION IN
AREA OF PEACEFUL USES OF ATOMIC ENERGY
BETWEEN
UNITED STATES DEPARTMENT OF ENERGY (DOE)
AND THE
MINISTRY OF INDUSTRY AND COMMERCE (MIC) – ROMANIA**

SECTION 1 - BACKGROUND

United States Department of Energy (DOE) and Romanian Ministry of Industry and Commerce (MIC) through Regia Autonoma pentru Activitati Nucleare (RAAN) - Institute for Nuclear Research Pitesti (ICN) include within their respective missions the development and application of the peaceful uses of atomic energy programs in their respective countries.

DOE and ICN, hereinafter referred to as “the Participants”, recognize the interest of the United States and Romania in promoting cooperation in the area of peaceful uses of atomic energy as called for in Article IV of the Treaty on Non-Proliferation of Nuclear Weapons.

The Participants desire to exchange technical information and to cooperate in the field of peaceful uses of nuclear energy by means of a cooperative institutional relationship.

SECTION 2 - PURPOSE

This Arrangement is to establish the basis for a cooperative institutional relationship between the Participants for the exchange of scientific and technological and other information regarding the peaceful uses of atomic energy.

SECTION 3 - FORMS OF COOPERATION

A. The activities carried out by the Participants under this Arrangement may include the following:

1. Exchange and provision of scientific and technical information which the Participants have a right to disclose and which does not include classified information under the laws of United States of America or of Romania;
2. Short visits by expert teams or individuals to DOE and its laboratories and ICN and its facilities;
3. Personnel assignments of individuals to DOE and its laboratories and ICN and its facilities;
4. Exchange and provision of samples, materials (excluding nuclear material as defined in 22 USC section 3203), instruments and components for testing;

5. Training of scientific and technical personnel by means of fellowships or work periods in laboratories or through the organization of seminars or specific courses;
6. Use of unclassified facilities and equipment owned and operated by DOE and its laboratories and ICN facilities, equipment, and personnel;
7. Assistance in the purchase of items or laboratory equipment which are difficult to obtain through normal sources in a timely manner;
8. Joint projects in which each Participant will, unless otherwise agreed to in writing, be responsible for the costs it incurs;
9. Organization of technical seminars, workshops and, meetings; and
10. Other specific forms of collaboration as may be added by mutual written agreement of the Participants.

B. For the purpose of this arrangement, DOE will utilize its laboratories to conduct specific projects to be set forth by mutual written agreement of the Participants.

C. The Participants further intend to confer in writing the details of any cooperation under this Arrangement. If the Participants desire to undertake a joint project in which the Participants intend to share the work and/or costs of a project, or desire to undertake a project which could result in the creation of intellectual property, the Participants will initiate an appropriate agreement, the form, terms, and conditions of which will be approved by DOE and ICN. Each such agreement will include appropriate provisions for carrying out the joint project and will include such matters as technical scope, intellectual property protection and allocation, management, costs, cost-sharing and schedule.

SECTION 4 - MANAGEMENT

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

B. With the exception of joint projects described in Section 3 C., the Principal Coordinators will approve an Action Sheet for each cooperative activity. Each Action Sheet shall include task description, objectives, milestones, schedule, and assignment of responsibilities for respective institutions.

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

SECTION 5 - USE OF EQUIPMENT AND MATERIALS

A. Any equipment or materials provided to ICN by DOE and its laboratories will be used only for peaceful purposes.

B. In accordance with U.S. laws and regulations and with the terms of their contracts with DOE, DOE laboratories may permit ICN to use equipment owned by the United States Government (i.e., laboratory equipment and computers) to facilitate cooperative efforts under this Arrangement. Use of such property by ICN will be permitted only in accordance with a written agreement between the Participants and approved by DOE and RAAN-ICN. Each such agreement will contain, at a minimum, the following provisions:

- 1. The United States Government will retain title to such property. ICN will use such property only to further the purposes of the agreement.**
- 2. ICN will maintain property control records in accordance with sound industrial practice and will make such records available to DOE and its laboratories for inspection at all reasonable times. In addition, ICN will:**
 - a) provide to DOE and its laboratories on an annual basis, a listing of all property made available to it under each agreement; and**
 - b) every two years, conduct a physical inventory of such property and provide to DOE and its laboratories a signed statement indicating that such inventory was completed, the date it was completed, and a listing of any and all deficiencies disclosed by the physical inventory.**
- 3. Upon delivery of such equipment to ICN, it will assume the risk and responsibility for its loss or damage, except:**
 - a) for reasonable wear and tear;**
 - b) to the extent equipment is consumed in carrying out the purposes of the agreement;**
or
 - c) as otherwise provided by the terms of the agreement.**
- 4. Neither DOE nor its laboratories will make any warranty whatsoever with respect to such equipment.**
- 5. At its expense, ICN may repair or modify such equipment pursuant to the terms of the agreement. Any repair or modification will not affect the title of the U.S. Government in such property.**
- 6. ICN will follow the Principal Coordinator's directions regarding the disposition of all such equipment not utilized in furthering the purposes of the agreement or previously returned to DOE.**

SECTION 6 - INFORMATION

A. The Participants will make available to each other nonproprietary information which each Participant has the right to disclose. Unless otherwise agreed in writing, no proprietary information will be exchanged.

B. The Participants understand that the information supplied, or exchanged as a consequence of implementing this Arrangement will be used only for peaceful purposes and not for any military or nuclear explosive purposes.

SECTION 7 - GENERAL PROVISIONS

A. Cooperation under this Arrangement will commence upon signature and will continue for five years. The Participants may decide to extend this Arrangement for additional live-year periods.

B. The terms of this Arrangement may be altered in writing by the Participants. If either Participant wishes to terminate its activities under this Arrangement, it will give six-months advance written notice to the other Participant.

C. The Participants understand that their activities under this Arrangement will be in accordance with their respective applicable laws and regulations.

D. This Arrangement is not intended to create legally binding obligations between the Participants. It is anticipated that each Participant will assume responsibility for, and provide funding, to cover the costs individually incurred in participating in cooperation under this Arrangement. The Participants understand that the cooperative activities are subject to available funds, personnel, and approval of their respective governments.

E. Neither Participant makes any warranty of any kind with respect to materials, information, or services that may be furnished to the other Participant in connection with activities anticipated under this Arrangement.

Done at Bucharest in two copies this 29th of March 1999, in the English and Romanian languages each version being equally valid.

**FOR THE UNITED STATES
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