

**AGREEMENT
BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY
AND THE
SWEDISH NUCLEAR FUEL AND WASTE MANAGEMENT COMPANY
CONCERNING A COOPERATIVE PROGRAM.
IN THE FIELD OF RADIOACTIVE WASTE MANAGEMENT**

The United States Department of Energy and the Swedish Nuclear Fuel and Waste Management Company, hereinafter referred to as "the Parties":

Considering, that the Agreement for Cooperation between the Government of the United States of America and the Government of Sweden Concerning Peaceful Uses of Nuclear Energy, hereinafter referred to as "the Peaceful Uses Agreement" of December 19, 1983;

Recognizing, that the agreement between the Parties in the field of management of radioactive waste, signed on September 9, 1980, was extended on October 8, 1985; amended on October 26, 1988; and further amended and extended on September 13, 1990;

Noting that the Parties share common nonproliferation objectives and consequently have a mutual interest in further joint development of radioactive waste management technology;

Noting that the Parties wish to continue cooperative arrangements for the exchange of a broad range of information concerning radioactive waste management, including information relating to disposal alternatives for separated waste products and spent fuel; and

Noting that the Parties wish to facilitate industrial and commercial exchanges in the field of radioactive waste management **between the** firms of the countries of the Parties;

HAVE AGREED AS FOLLOWS:

Article 1

- 1 . Cooperation under this Agreement shall be directed towards a study of topics associated with the management of radioactive waste and related activities of the nuclear fuel cycle. All cooperative activities carried out under this Agreement shall involve peaceful uses of nuclear energy and shall be subject to the relevant peaceful uses agreement in force between the Parties. Cooperation between the Parties shall be on the basis of mutual benefit, equity and reciprocity.

2. Each Party shall have the right to seek amendments to the scope or the terms of this Agreement in the event that the nature of the radioactive waste management program of either Party changes substantially. It is understood that such substantial changes may occur due to the expansion, reduction, transformation or amalgamation of major elements with the radioactive waste management program of third parties.

Article 2

The areas of cooperation covered by this Agreement may include:

- A. Preparation and packaging of waste forms;
- B. Surface and subsurface storage;
- C. Characterization of geologic formations;
- D. Field and laboratory testing;
- E. Disposal in geologic formations;
- F. Operational considerations;
- G. Environmental and safety considerations;
- H. Institutional and public relationships; and
- I. Such other areas as may be mutually agreed to by the Parties in writing.

Article 3

The forms of cooperation may include the following:

- A. Exchange of scientists, engineers and other specialists in accordance with Article 5 of this Agreement;
- B. Exchange of samples, materials, instruments and components for testing;
- C. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development;
- D. The organization of seminars and other meetings on specific agreed topics concerning waste management technologies in the areas listed in Article 2;
- E. Short visits by specialist teams or individuals to the research and development facilities of the other Party;

- F. Joint projects in the form of experiments, tests, design, analysis, or other technical collaborative activities. Such joint projects would be implemented by the Coordinators and executed by both Parties in accordance with Article 4; and
- G. Such other specific forms of cooperation as may be added by the Parties by mutual agreement in writing.

Article 4

- 1. Each Party shall name one Coordinator to supervise the execution of this Agreement. The Coordinators shall meet to evaluate the status of, and proposals for cooperation under this Agreement, as the Parties deem necessary. Meetings shall be held alternately in Sweden and the United States.
- 2. Evaluations of the status of cooperation shall include the following areas:
 - A. a comprehensive review of the status of each Party's radioactive waste management program and program plans; and
 - B. an assessment of the mutual benefits of exchanges in the various areas of cooperation listed in Article 2, and consideration of measures designed to ensure that such exchanges are mutually beneficial.
- 3. The Coordinators shall consider and approve any major proposals for joint projects. If the Coordinators decide to conduct a major project under this Agreement, such project shall be subject to a project annex, which shall contain all, necessary detailed provisions for implementing the project, including funding, intellectual property rights, exchange of equipment and personnel, and the dissemination of information.
- 4. Each Coordinator shall designate one Technical Director. from each Party to oversee the daily implementation of this Agreement. Subject to project annexes arranged pursuant to subparagraph 3, the Technical Directors shall agree on specific programs of cooperation within policy guidelines set by the Coordinators. Each Technical Director or his or her designee shall be responsible for the working contacts between the Parties.

Article 5

The following provisions shall apply to exchanges or assignments of personnel-under this Agreement:

- A. Each Party shall select qualified staff for exchanges or assignments to the other Party;
- B. The Parties shall agree, in a separate staff attachment agreement, to each attachment of staff;
- C. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff;
- D. Each Party shall pay for the travel and living expenses of its staff while on assignment or exchanges unless otherwise agreed to by the Parties;
- E. The host Party shall arrange for acceptable accommodations for other Party's staff and for their families on a mutually agreeable, reciprocal basis;
- F. As regards administrative formalities, such as visa applications, the host Party shall provide all necessary assistance to the staff of the other Party and to their families;
- G. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host Party's establishment or as agreed in a separate staff attachment agreement.

Article 6

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant specific memoranda. 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 below.

1. Scope

- A. This Article and Article 7 are applicable to all cooperative activities undertaken pursuant to this Agreement and any subsequent specific memorandum, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes 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, and royalties 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 rules of UNCITRAL shall govern.
- E. Termination or expiration of this Agreement, or subsequent specific memorandum, shall not affect rights or obligations under this Article.

2. 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 Section 2(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 institution. In addition, each 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 territory. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as "joint research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with paragraph 2.(B)(1). 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 2(B)(2)(a), 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 of the property shall nonetheless be entitled to national treatment with regard to awards, benefits, bonuses, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

Article 7

1. In the event that 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.
2. 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 manner an obligation to keep it confidential.

Article 8

The provisions of this Agreement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements.

Article 9

Each Party may invite other governmental agencies and institutions and public and private organizations in their respective countries to participate in cooperative activities under this Agreement, at their own expense, and subject to such terms and conditions as the Parties may specify.

Article 10

Cooperation under this Agreement shall be in accordance with the applicable laws and regulations of the Parties. All questions related to the interpretation of the Agreement arising during its term shall be settled by the Parties **by mutual agreement.**

Article 11

Except when otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. The implementation of this Agreement' is subject to the-availability of appropriated funds.

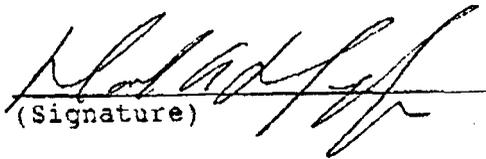
Article 12

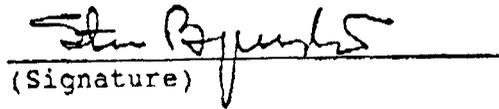
1. This Agreement shall enter into force upon the latter date of signature and shall continue for a five (5)-year period, and may be extended for additional five (5) year periods by written agreement of the Parties, if the Parties expect that a continued cooperation under this Agreement will' be mutually beneficial, following joint review at the end of each five-year period. This Agreement may be amended by mutual agreement of the Parties
2. 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.

- 3. All joint efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

FOR THE UNITED STATES
DEPARTMENT OF ENERGY

FOR THE SWEDISH NUCLEAR FUEL
AND WASTE MANAGEMENT COMPANY


(Signature)


(Signature)

Daniel A. Dreyfus
(Printed Name)

Sten Bjurström
(Printed Name)

Director, Office of Civilian
Radioactive Waste Management
(Title)

President and CEO
(Title)

OCTOBER 6, 1995
(Date)

October 23, 1995
(Date)

