

**IMPLEMENTING ARRANGEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
AEA TECHNOLOGY plc**

**UNDER THE MEMORANDUM OF UNDERSTANDING ON ENERGY R&D
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND THE DEPARTMENT OF TRADE AND INDUSTRY
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

WHEREAS:

The Department of Energy of the United States of America (DOE) and the Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland (DTI) signed a Memorandum of Understanding on Collaboration in Energy Research and Development on November 6, 2000 (MOU);

The DTI and DOE wish to continue and build upon the long history of successful cooperation between their respective countries in respect of matters relating to energy and, in particular, the mutually beneficial cooperative program initiated for research and development to promote the safe, effective and economic treatment, handling, isolation, disposal and retrieval of spent radioactive fuel, separated radioactive fuel and waste products; and

Cooperation between government agencies, universities, science and research centers, institutes and institutions, private sector firms and other entities of the Participants' two countries are contemplated in Section 5 of the MOU;

DOE, pursuant to its authority in section 107(a) of the Energy Reorganization Act of 1974 and section 3001(a)(2) of the Energy Policy Act of 1992, is authorized to enter into this Implementing Arrangement for the conduct of joint projects and cooperative projects of a research, developmental or experimental nature; and

DTI has authorized AEA Technology plc to enter into an Implementing Arrangement to cooperate with US DOE and has also agreed that all activities undertaken pursuant to this Implementing Arrangement may be conducted by AEA Technology;

DOE and AEA Technology plc, hereinafter referred to as the Parties, agree as follows:

SECTION 1 PURPOSE

The purpose of cooperation under this Implementing Arrangement is to conduct a joint inquiry into, and to provide an independent basis of comparison to identify strengths and weaknesses of, the United States waste cleanup program and to provide methods to improve that program at reduced cost. DOE and AEA Technology plc are undertaking this cooperative effort in furtherance of the mutual interest of the U.S. and the U.K. in the safe, effective and economic treatment, handling, isolation, disposal and retrieval of spent radioactive fuel, separated radioactive fuel and waste products.

SECTION 2 RESPONSIBILITIES OF THE PARTIES

- 2.1 The Parties agree to conduct activities in accordance with the MOU and the Project Annex, which provides for a joint inquiry to identify strengths and weaknesses of the United States' waste cleanup program and to provide methods to improve that program at reduced cost. The Parties agree that such activities will be substantially conducted at AEA facilities in the United Kingdom.
- 2.2 To achieve the purposes set forth in Section 1, DOE agrees to fund cooperation under this Implementing Arrangement. Upon receipt of monthly invoices issued on AEA Technology letterhead and certified by an AEA Technology official, DOE agrees to transfer the sum specified in the Project Annex (or as amended) to AEA Technology.
- 2.3 Cooperation shall be subject to the availability of appropriated funds and resources.
- 2.4 The Parties shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Parties. Information transmitted by one Party to the other Party under this Implementing Arrangement 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 by any third Party.
- 2.5 Each Party shall use its best efforts to obtain all permits and licenses required by law to carry out this Implementing Arrangement.

SECTION 3 FORMS OF COOPERATION

The forms of cooperation under this Implementing Arrangement may include the following:

- 3.1 Exchange of information and data on scientific and technical activities, developments, practices, methods and results;
- 3.2 Exchange of scientists, engineers and other specialists and personnel for agreed periods of time in order to participate in experiments, analysis, design and other research and development activities at research centers, laboratories,

engineering offices and other facilities and enterprises of each of the Parties or of contractors of each of the Parties;

- 3.3 Exchange and provision of samples, materials, instruments and components for experiments, testing, and evaluation, and facilitating the purchase of specialized equipment difficult to obtain from normal sources in a timely manner, as necessary;
- 3.4 Organization of, and participation in, seminars, workshops, and other meetings;
- 3.5 Other forms of cooperation as may be agreed to in writing by the Parties.

SECTION 4 EXCHANGE OF PERSONNEL

- 4.1 Whenever an exchange or assignment of personnel is contemplated under this Arrangement, each Party shall ensure that qualified personnel are selected to participate.
- 4.2 At the request of the receiving Party, the Party proposing an exchange or assignment of personnel shall provide any relevant information respecting any of the personnel selected to participate.
- 4.3 Unless otherwise agreed in a separate personnel assignment agreement, the sending Party shall ensure that its personnel conform to the rules of work and safety regulations in force at establishments of the receiving Party or of its contractors.

SECTION 5 MANAGEMENT

- 5.1 The Project Coordinators shall be:

Andrew Thornton, AEA Technology, Culham, Abingdon, Oxon, OX14 3DB United Kingdom.

Dr. Laurie Judd, AEA Technology, 1301 Moran Rd, Suite 202, Sterling, VA 20166.

Dr. John Wengle, EM-50, U.S. Department of Energy, 1000 Independence Avenue, S.W. Washington, D.C. 20585

- 5.2 A Coordinating Committee consisting of AEA Technology and DOE employees will be established to coordinate and review all aspects of cooperation and to take such action as is appropriate for the effective implementation of cooperation under this Implementing Arrangement. All decisions shall be made by mutual agreement of the representatives of the Parties.
- 5.3 The Coordinating Committee shall consist of equal numbers of representatives from

each Party. The committee shall submit its proposed programs, including applicable implementing arrangements and project annexes and any recommendations for amendments to the Lead Coordinators designated by DOE and DTI under the MOU for their approval.

- 5.4 The Coordinating Committee may organize and establish working groups, student exchanges, conferences and seminars of specialists for joint discussion and study of specific topics related to environmental restoration and waste management, and may review and comment on reports of such working groups, conferences and seminars.
- 5.5 The Coordinating Committee shall decide on its membership and meeting schedule. The committee will be convened at least annually, alternately in the U.S. and the U.K., unless otherwise agreed by the committee. The time and place of the meetings will be agreed upon in advance.

SECTION 6 APPLICABLE LAWS

This Implementing Arrangement shall be subject to the laws of the United States of America and the United Kingdom of Great Britain and Northern Ireland, as applicable, including laws establishing prohibitions upon the payment of commissions, percentages, brokerage, or contingent fees to persons retained to solicit government contracts and upon any share of such contracts accruing to any government official.

It is agreed that work conducted within this Implementing Arrangement is not subject to Cost Accounting Standards requirements as described in 48 CFR 9903.201-1(b)(12).

SECTION 7 DISPUTES

Any dispute concerning the interpretation of this Implementing Arrangement shall be settled by mutual agreement of the Parties.

SECTION 8 DURATION AND TERMINATION

- 8.1 This Implementing Arrangement shall enter into force upon signature by both Parties and, provided the MOU remains in operation, shall remain in effect for five (5) years and may be automatically extended for another five (5) years upon written agreement of the Parties.
- 8.2 This Implementing Arrangement may be amended by mutual written agreement of the Parties. This Implementing Arrangement may be terminated upon six (6) months advance notification in writing by either Party. Such termination shall be without prejudice to any rights and interests which may have accrued under this Implementing Arrangement to either Party up to the date of termination.
- 8.3 All joint efforts and experiments not completed at the expiration or termination of this

Implementing Arrangement may be continued until their completion under the terms of this Implementing Arrangement.


Signature Date

Gerald G. Boyd
Deputy Assistant Secretary
Office of Science and Technology
Office of Environmental Management


Signature Date

David R. Harris
Divisional Director
Future Technologies
AEA Technology plc