

SPECIFIC MEMORANDUM OF AGREEMENT
BETWEEN
THE JAPAN ATOMIC ENERGY RESEARCH INSTITUTE
AND
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
FOR COLLABORATION ON NEUTRON BEAM LINE SHIELD EXPERIMENT
FOR SPALLATION NEUTRON SOURCE

The Japan Atomic Energy Research Institute (hereinafter referred to as "JAERI") and the Department of Energy of the United States of America (hereinafter referred to as "DOE") (hereinafter jointly referred to as the "Parties");

Noting that the Parties have agreed to institute long-term cooperation in the field of nuclear research and development under the Agreement between the Japan Atomic Energy Research Institute and the Department of Energy of the United States of America in the Field of Nuclear Research and Development, which entered into force on July 17, 1995 (hereinafter referred to as the "Nuclear R&D Agreement"); and

Desiring to cooperate in the research of neutron beam line shield for neutron scattering researches with high power spallation neutron sources using the Los Alamos Neutron Science Center (hereinafter referred to as "LANSCE") at Los Alamos National Laboratory (hereinafter referred to as "LANL"), under a Specific Memorandum of Agreement (hereinafter referred to as a "Specific Memorandum") in accordance with Articles 3 and 5 of the Nuclear R&D Agreement, as agreed and recorded in the minutes of the fourth Joint Coordinating Committee held on October 26, 2000;

Have agreed as follows:

ARTICLE I
OBJECTIVE

The objective of this Specific Memorandum is to study the neutronic performance of neutron beam lines for high power spallation neutron sources by using LANSCE facilities, in accordance with Articles 3 and 5 of the Nuclear R&D Agreement.

ARTICLE II
TECHNICAL SCOPE

- A. Studies of neutron beam lines at LANSCE facilities (hereinafter referred to as the "joint project") shall be performed in cooperation between the Parties. The joint project includes the following experiments:
 - (1) Shielding experiment on neutron beam lines
 - (2) Experiment on neutronic performance of neutron beam lines
- B. The joint project covers exchange of information, personnel and equipment which are required for its implementation.
- C. Meetings and workshops shall be organized by the Parties to exchange information and discuss the execution of the joint project.

ARTICLE III
MANAGEMENT

- A. A Joint Working Group (JWG), composed of an equal number of officials from each Party, shall be established for the detailed management, including technical progress reviews and discussions of future activities, of the cooperation under this Specific Memorandum. Each Party shall designate one official to serve as "Coordinator" to facilitate communications between the Parties.
- B. The JWG shall make its own decisions on ways and means to fulfill its functions as described in paragraphs 3 and 4 of Article 4 of the Nuclear R&D Agreement or agreed by the Joint Coordinating Committee.
- C. As appropriate, the Parties may invite representatives of relevant government agencies, research centers and other institutions in their respective countries to participate in the JWG meetings and other events conducted by the Parties under this Specific Memorandum.

ARTICLE IV
FINANCE

- A. Except when the Parties otherwise agree in writing, each Party shall bear all costs of its participation in the activities under this Specific Memorandum.
- B. The ability of the Parties to carry out their responsibilities under this Specific Memorandum shall be subject to the availability of appropriated funds.

ARTICLE V
EXCHANGE OF PERSONNEL

- A. Each Party may assign its staff to the other Party. Such exchange of personnel shall be in accordance with Article 9 of the Nuclear R&D Agreement, provided that the Party receiving the assigned staff (hereinafter referred to as the "Receiving Party") shall not be responsible for any alleged or actual liability, costs or expenses incurred as a result of personal injury, death or property damage that might occur to the assigned staff, unless it is proven that such injury, death or property damage was caused by the gross negligence or intentional misconduct of the Receiving Party or its employees.
- B. The Parties shall enter into a separate Personnel Assignment Agreement as set forth in Appendix A for the purpose of putting this article into effect.

ARTICLE VI
EXCHANGE OF EQUIPMENT

JAERI shall bring to LANL equipment needed for the joint project. In such case Article 8 of the Nuclear R&D Agreement shall be applied.

ARTICLE VII
INFORMATION USE AND DISCLOSURE

- A. Neither Party assumes any liability with respect to the accuracy and suitability of any information transmitted for any particular use or application.

B. The Party transmitting information under this Specific Memorandum shall not be responsible for any property damages or personal injury suffered by the Receiving Party, its government, its contractors and subcontractors, their employees and third parties resulting from the application or use of such information developed, exchanged or transferred between DOE and JAERI or DOE contractors and JAERI under this Specific Memorandum.

C. Disclosure of information developed and included in reports under this Specific Memorandum may take the form of joint publication or individual publications. Such disclosure of information shall be carried out under and subject to the Nuclear R&D Agreement.

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

The treatment of intellectual property rights under this Specific Memorandum shall be in accordance with Article 7 of the Nuclear R&D Agreement.

ARTICLE IX GENERAL PROVISIONS

A. Any questions of interpretation or implementation relating to this Specific Memorandum arising during its term shall be resolved by agreement of the Parties.

B. This Specific Memorandum is without prejudice to other agreements or arrangements which exist or could be concluded between Japan and the United States of America. The provisions of this Specific Memorandum shall not affect the rights or duties of the Parties specified under other agreements or arrangements, and shall not preclude the Parties from engaging in activities with other governments or persons, except that industrial property of a business-confidential nature shall have limited dissemination as set forth in Article 7 of the Nuclear R&D Agreement.

ARTICLE X
DURATION

- A. This Specific Memorandum shall enter into force upon signature, shall continue for a two (2) year period, unless earlier terminated by one of the Parties, and may be extended or amended by written agreement of the Parties, provided that the Nuclear R&D Agreement remains in force.
- B. This Specific Memorandum may be terminated at any time at the discretion of either Party, upon sixty (60) days advance notification in writing by the Party seeking to terminate this Specific Memorandum. Such termination shall be without prejudice to the rights which may have accrued under this Specific Memorandum to either Party up to the date of termination.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement.

FOR THE DEPARTMENT OF ENERGY OF
THE UNITED STATES OF AMERICA

FOR THE JAPAN ATOMIC ENERGY
RESEARCH INSTITUTE

Signature: Patricia M. Dehmer

Signature: Mitsuru Maeda

Name: Patricia M. Dehmer
Associate Director of Science
for Basic Energy Sciences

Name: Mitsuru Maeda
Executive Director,
Director General

Title: _____

Title: Tokai Research Establishment

Date: November 5, 2001

Date: November 5, 2001

Appendix A. PERSONNEL ASSIGNMENT AGREEMENT

The Japan Atomic Energy Research Institute (JAERI) and the Department of Energy of the United States of America (DOE) (hereinafter jointly referred to as the "Parties");

Noting that the Parties have entered into an agreement dated November 5, 2001 entitled "Specific Memorandum of Agreement between the Japan Atomic Energy Research Institute and the Department of Energy of the United States of America for collaboration on Neutron Beam Line Shield Experiment for Spallation Neutron Source" (hereinafter referred to as the "Specific Memorandum"); and

Desiring that staff designated by one Party (hereinafter referred to as the "Assigning Party") will be assigned to work at the other Party (hereinafter referred to as the "Receiving Party")'s research facility in the conduct of the joint project related to the aforementioned Specific Memorandum ;

Have agreed as follows:

ARTICLE I

Purpose of Personnel Assignment Agreement

This Agreement is to provide basic terms and conditions with regard to the assignment of staff (hereinafter referred to as the "Assignee") designated by the Assigning Party to the joint Project performed by the Receiving Party at its research facility. This Agreement shall be carried out in a manner consistent with the Specific Memorandum, and the provisions of this Agreement shall be interpreted in a manner consistent therewith.

ARTICLE II

Selection of Assignees

The Assigning Party is permitted to assign technically qualified Assignees with the approval of the Receiving Party. Each Assignee shall submit to the Receiving Party an "Agreement Covering Obligations and Responsibilities of the Assignee" attached as Appendix A1 to this Agreement.

ARTICLE III

Supervision and Control of the Assignee

- A. The nature, extent and period of each Assignee's assignment shall be mutually agreed by the Parties. Recall or discharge of the Assignee may be requested when deemed necessary or desirable.
- B. The Assignee will continue to be the employee of the Assigning Party. The Receiving Party will exercise administrative control and technical supervision of the Assignee's occupational activities during his or her assignment.
- C. The Assignee will be required to observe all rules, regulations, and requirements of the Receiving Party, including, but not limited to, security, safety, health, hours of work and conduct. Leave, time off, and vacation of the Assignee shall be in accordance with the policy of the Assigning Party, however, it is expected that such leave, etc. will be integrated with the requirements of the Receiving Party.

ARTICLE IV

Costs and Expenses

The Assigning Party shall be responsible for all costs and expenses incurred by it, including such expenses as described below, with respect to the assignment, unless otherwise agreed in writing.

- (1) Salaries, wages and related expenses.
- (2) All charges and expenses under any welfare and benefit plans or other employment policies and practices of the Assigning Party.
- (3) All charges or expenses for premiums for insurance including any premiums for insurance required by applicable laws.
- (4) Travel and living expenses while on assignment to the Receiving Party.
- (5) All transportation, travel and moving expenses except that authorized by the Receiving Party. In the event that the Receiving Party is paying the transportation, travel and moving expenses, the Receiving Party shall pay such expenses in accordance with its travel allowance regulations.

ARTICLE V

Responsibility and Liability for Damages

- A. The Receiving Party shall not be responsible for any alleged or actual liability, costs or expenses incurred as a result of personal injury, death or property damage that might occur to the Assignee, unless it is proven that such injury, death or property damage was caused by the gross negligence or intentional misconduct of its employees.
- B. The Party transmitting information under the Specific Memorandum shall not be responsible for any property damage or personal injury suffered by the Receiving Party, its government, its contractors and subcontractors, their employees and third parties resulting from the application or use of such information developed, exchanged or transferred between DOE and JAERI or DOE contractors and JAERI under the Specific Memorandum.

ARTICLE VI

Intellectual Property Rights

The intellectual property rights of the Parties to this Agreement and of the Assignee shall be in accordance with the provisions of Article VIII of the Specific Memorandum.

ARTICLE VII

Technical Data and Information

- A. The Receiving Party shall grant the Assignee access to a maximum of information in accordance with the terms of the Specific Memorandum, subject to legal or other existing contractual obligations.
- B. Information received pursuant to this Agreement may be used and disseminated only in accordance with the provisions of the Specific Memorandum. The Assignee shall not transmit or disseminate outside of the Receiving Party any restrictive information without approval of the Receiving Party.
- C. The application or use of any information exchanged or transferred between the Parties under this Agreement shall be in accordance with the provisions of Article VII of the Specific Memorandum.

ARTICLE VIII
Modification of Agreement

No agreement or understanding for varying the terms of this Agreement shall be binding on either Party unless made in writing and signed or acknowledged by the duly authorized officers or representatives of the Parties.

ARTICLE IX
Physical Examination

The employee proposed for assignment shall undergo a physical examination at the expense of the Assigning Party and the results thereof shall be sent to the Receiving Party. In the event the results of the physical examination of the employee are not satisfactory to the Receiving Party, such employee shall not be assigned.

ARTICLE X
Disputes

Any difference or dispute arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE XI
Term

This agreement shall enter into force upon signature of the Parties. The term of this Agreement shall be concurrent with the term of the Specific Memorandum.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE JAPAN ATOMIC ENERGY
RESEARCH INSTITUTE

Signature: Patricia M. Dehmer

Signature: Mitsuo Tanaka

Name: Patricia M. Dehmer

Name: Mitsuo Tanaka

Associate Director of Science
for Basic Energy Sciences

Director

Title: _____

Title: Office of International Affairs

Date: November 5, 2001

Date: November 5, 2001

Appendix A1. AGREEMENT COVERING OBLIGATIONS AND
RESPONSIBILITIES OF THE ASSIGNEE

The undersigned, _____ an employee of _____ (hereinafter referred to as the "Assignee") hereby acknowledges receipt of notice that the Assigning Party has entered into a Personnel Assignment Agreement with the Receiving Party.

The Assigning and Receiving Parties have agreed that the period of Assignee's assignment is from _____ to _____.

The Assignee understands and agrees to the terms and conditions of the aforementioned Agreement, which shall be binding on him or her as far as applicable, in particular:

- A. During the period of the Assignee's assignment, he or she shall be under the administrative control and technical supervision of the Receiving Party.
- B. During the period of the Assignee's assignment, the Assignee shall observe all rules, regulations and requirements of the Receiving Party including, but not limited to, security, safety, health, hours of work and conduct. Leave, time off and vacation shall be in accordance with the policy of the Assigning Party, however, it is expected that such leave, etc. will be integrated with the requirements of the Receiving Party.
- C. The Assignee shall not transmit or disseminate outside of the Receiving Party any restrictive information without prior approval of the Receiving Party.
- D. Whenever any invention or discovery is made or conceived by the Assignee in the implementation of this assignment, the Assignee shall promptly furnish the Receiving Party with complete information thereon.

The Assignee further states that he or she has entered into no agreement with any person conflicting with this Agreement and will not do so for the term of this assignment.

Signed this _____ day of _____

Signature of the Assignee

Signature of the Receiving Party

Signature

Signature

Name(Print)

Title

Date

Witness by the Assigning Party:

Signature

Name(Print)

Title

Date