AGREEMENT TO EXTEND AND AMEND THE AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF ENERGY

AND

THE BRAZILIAN-ARGENTINE AGENCY FOR ACCOUNTING AND CONTROL OF NUCLEAR MATERIALS

CONCERNING RESEARCH AND DEVELOPMENT IN NUCLEAR MATERIAL CONTROL, ACCOUNTANCY, VERIFICATION, AND ADVANCED CONTAINMENT AND SURVEILLANCE TECHNOLOGIES FOR INTERNATIONAL SAFEGUARDS APPLICATIONS

The United States Department of Energy and the Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials (hereinafter "the Parties"),

HAVING REGARD to the Agreement between the United States Department of Energy and the Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials Concerning Research and Development in Nuclear Material Control, Accountancy, Verification, and Advanced Containment and Surveillance Technologies for International Safeguards Application signed in San Carlos de Bariloche, Argentina, on April 18, 1994 (hereinafter "the Agreement");

NOTING that the cooperation under the Agreement has proceeded to the satisfaction of both Parties;

DESIRING to continue work cooperatively within the framework of the Agreement; and

NOTING that Article 9 of the Agreement provides for extension and modification of the Agreement by written agreement of the Parties,

HAVE AGREED AS FOLLOWS:

1. The Agreement shall be extended for an additional five years, until April 18, 2004, and shall be automatically renewed for further five year periods thereafter unless either Party notifies the other in writing, at least three months prior to the expiration of the first five year extension, or one year in advance of any subsequent five-year period, of its intent to terminate the Agreement.

2. The first sentence of Article 2.1 is amended to read as follows:

> "A Permanent Coordinating Group (PCG) shall be established, with each Party designating one official to serve as coordinator, to supervise the implementation of this Agreement."

3. All other provisions of the Agreement shall remain the same.

This Agreement shall enter into force upon the later date of signature, with effect from April 18, 1999.

FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA:	FOR THE BRAZILIAN-ARGENTINE AGENCY FOR ACCOUNTING AND CONTROL OF NUCLEAR MATERIALS:
Signature:	Signature:
Signed at: Washington, D.C.	Signedat: Rio de Janeiro, Brazil
Name: Rose Gottemoeller	Name: Carlos Feu Alvim
Title; Assistant Secretary for Nonproliferation and National Security	Title: Secretary of ABACC
Date: May 21, 1999	Date: May 26, 1999

Agreement Between the

UNITED STATES DEPARTMENT OF ENERGY

and the

BRAZILIAN-ARGENTINE AGENCY FOR ACCOUNTING AND CONTROL OF NUCLEAR MATERIALS

Concerning Research and Development
in
Nuclear Material Control, Accountancy, Verification,
and Advanced Containment
and Surveillance Technologies
for
International Safeguards Applications

The United States Department of Energy (DOE) and the Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials (ABACC) (hereafter called "the Parties"), sharing a desire to cooperate on research, development, testing, and evaluation of technology, equipment, and procedures in order to improve nuclear material control, accountancy, verification, and advanced containment and surveillance technologies for international safeguards applications, hereby agree as follows:

ARTICLE 1

Cooperation under this Agreement may include but is not limited to:

1.1 Exchange of information, equipment, funding, or personnel.

1.2 Exchange or loan of materials, equipment, and components for evaluation and testing.

1.3 Joint projects for the research, development, testing, and evaluation of nuclear material control, accountancy, verification, and advanced containment and surveillance technologies, techniques, or procedures.

ARTICLE 2

2.1 A Permanent Coordinating Group (PCG) shall be established, with each Party designating two officials to serve as coordinators, to supervise the implementation of this Agreement. As mutually agreed, the PCG shall meet to evaluate all aspects of the cooperation under this Agreement. These meetings shall be held alternately in the United States and at ABACC offices.

2.2 All cooperative activities to be carried out under this Agreement shall be approved and monitored by the PCG. Each cooperative activity shall be described in a document defined as an Action Sheet which shall be approved by the PCG in writing and shall be annexed to this Agreement.

2.3 Technical management of the cooperation under this Agreement shall be carried out by project leaders designated by the coordinators. Project leaders shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

ARTICLE 3

Exchanges or loan of equipment under this Agreement shall be described in an Action Sheet and shall have the following provisions:

3.1 Whenever equipment is exchanged or loaned, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical and informational documentation related to use, maintenance, and repair of the equipment.

3.2 Title to the equipment and necessary spare parts supplied by the sending Party shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.

3.3 Equipment provided pursuant to this Agreement shall be brought into operation at the host establishment only by mutual agreement between the Parties as described in the Action Sheet.

3.4 The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested, in accordance with the technical requirements which shall be as mutually agreed upon.

3.5 The responsibility and expenses for the transport of equipment and materials from the United States of America by plane or ship to an authorized port of entry in Argentina or Brazil convenient to the ultimate destination, and also responsibility for its safekeeping and insurance en route shall rest with DOE.

3.6 The responsibility and expenses for the transport of equipment and materials from ABACC offices by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination, and also responsibility for its safekeeping and insurance en route, shall rest with ABACC.

3.7 Equipment provided pursuant to this Agreement shall be considered to be scientific, not having a commercial character, and each Party shall make its best effort to obtain duty free entry.

ARTICLE 4

Exchanges of personnel under this Agreement shall be described in an Action Sheet and shall have the following provisions:

4.1 Whenever an exchange of personnel is contemplated, each Party shall ensure the selection of adequate personnel with skills and competence necessary to conduct the activities planned under this Agreement. Each such exchange of personnel shall be mutually agreed in advance in the Action Sheet or by an exchange of letters between the project leaders, referencing this Agreement and its pertinent intellectual property provisions.

4.2 Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.

4.3 Each Party shall pay for the travel and living expenses of its staff or its contractors when staying at the establishment of the host Party, unless otherwise agreed.

4.4 Each Party shall assist the other Party's staff or its contractors (and their families) to arrange adequate accommodations on a mutually agreeable, reciprocal basis.

4.5 Each Party shall assist the staff of the other Party or its contractors as regards administrative formalities.

4.6 The staff of each Party or its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE 5

The Parties shall ensure classified information will not be exchanged under this agreement. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant project agreements or annexes. The Parties shall 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 in this article.

5.1 Scope

(A) This article is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

(B) For purpose 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 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 shall 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 their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

(E) Termination or expiration of this Agreement shall not affect rights or obligations under this Article.

5.2 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 paragraph 5.2(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 to 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 country. Rights and interests in third countries shall 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 shall be allocated in accordance with paragraph 5.2(B)(1) above. In addition, each person named as an inventor shall, nonetheless, 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 5.2(B)(2)(a) above, if a type of intellectual property protection 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.

5.3 Business Confidential Information

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. 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 6

Unless otherwise agreed, all costs resulting from cooperation pursuant to this Agreement shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.

ARTICLE 7

All information or equipment transmitted by one Party to the other Party under this Agreement shall be appropriate and accurate to the best knowledge and belief of the transmitting Party; but the transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or by any third Party. Information or equipment developed jointly by the Parties shall be appropriate and accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or the appropriateness of equipment nor its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 8

All questions related to the interpretation or application of this Agreement shall be settled by the Parties by mutual agreement.

ARTICLE 9

This Agreement shall enter into force upon signature by each Party and shall remain in force for five (5) years. This Agreement may be modified or extended by mutual written agreement of the Parties. This Agreement may be terminated upon one (1) year advance notification, in writing, by the Party seeking to terminate. Such termination shall be without prejudice to any rights and interests which may have accrued under this Agreement to either Party up to the date of termination.

Done at San Carlos de Bariloche, this eighteenth day of April, 1994.

For the United States
Department of Energy

Signature:

Kenneth Baker

Name: Kenneth Baker

Title: Deputy Director
Office of
Nonproliferation
and National Security

Brazilian-Argentine Agency for
Accounting and Control of
Nuclear Materials

Signature:

Name: Jorge Coll

Title: Secretary
Brazilian-Argentine
Agency for Accounting
and Control of
Nuclear Materials