

**IMPLEMENTING ARRANGEMENT BETWEEN**  
**THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA**  
**AND THE SCIENCE AND TECHNOLOGY AGENCY OF JAPAN**  
**IN THE FIELD OF BASIC SCIENCE AND TECHNOLOGY**

The Department of Energy (DOE) of the United States of America and the Science and Technology Agency (STA) of Japan (hereinafter referred to as the "Parties"):

Recalling the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology signed and entered into force on June 20, 1988, as extended (hereinafter referred to as "the Agreement");

Noting that the Parties have successfully carried out their cooperation on the joint research in neutron scattering in accordance with an implementing arrangement concluded pursuant to the provisions of paragraph 3 of Article 2 of the Agreement; and

Desiring to promote their cooperative relationship in basic science and technology and to encourage participation of scientific and technological research institutions of both countries in such cooperative activities;

Have agreed as follows pursuant to the provisions of paragraph 3 of Article 2 of the Agreement:

### **ARTICLE 1**

The objective of this Implementing Arrangement is to determine the specific terms of cooperation between the Parties on the joint projects in the field of basic science and technology, which will be identified in the project annexes to be agreed upon between the Parties (hereinafter referred to as "the Joint Projects").

### **ARTICLE 2**

1. Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.
2. This Implementing Arrangement shall be subject to the Agreement.
3. The Parties may designate non-governmental scientific and technological research institutions within their respective countries to carry out the Joint Projects. The Parties anticipate that these participating institutions will enter into appropriate arrangements (hereinafter referred to as "the Joint Project arrangements") to implement the Joint Projects. Each Party will use its best efforts to ensure that such Joint Project arrangements which may be concluded between the

participating institutions or between its participating institutions and the other Party will incorporate the provisions of this Implementing Arrangement, as appropriate.

### **ARTICLE 3**

The topics of the Joint Projects may include the following:

- i Nuclear physics;
- 2 Synchrotron radiation;
3. Medical application of the radiation produced by accelerators and biological effects of radiation; and
4. Such other topics as may be added by agreement of the Parties.

### **ARTICLE 4**

1. Cooperation under this Implementing Arrangement may include, but is not limited to, the following forms:

- A. Joint research and development projects and programs and other cooperative projects

and programs;

B. Joint use of facilities owned or operated by or on behalf of one Party in order to carry out joint projects, as developed in accordance with subarticle A above;

C. Assignment or exchange of scientists, engineers, and other specialists for agreed periods of time for participation in experiments, analysis, design, and other research and development activities at scientific centers, laboratories, and other facilities of the Parties, or their participating institutions;

D. Short-term visits by specialist teams or individual staff to the facilities of the other Party or its participating institutions;

E. Exchange of information and data on scientific and technical activities, including results and methods of research and development; and

F. Such other specific forms of cooperation as may be agreed by the Parties.

2. The assignment or exchange of scientists, engineers, and other specialists referred to in sub-paragraph 1.(C) above will be subject to the prior written consent of the receiving Party or its participating institutions.

## **ARTICLE 5**

1. Dissemination, use and protection of information used or generated in the activities conducted pursuant to this Implementing Arrangement, and the allocation of rights in intellectual property arising in the course of such activities shall be governed by the provisions set forth in Annex IV to the Agreement, except as otherwise specifically agreed by the Parties.

2. The Parties understand that their participating institutions may adopt intellectual property provisions for the Joint Project arrangements that are different from the provisions of Annex IV to the Agreement.

3. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Implementing Arrangement shall normally be made available to the public by either Party through customary channels and in accordance with the normal procedures of the Parties.

4. Each Party shall make available to the other Party information pertaining to the Joint Projects, either in its possession or available to it, which the Party has the right to disclose.

5. Each Party represents that any scientific and technological information provided to the other Party pursuant to this Implementing Arrangement shall be accurate to the best of its knowledge and belief; however, neither Party warrants the suitability of the information for any

particular use or application by the receiving Party or any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third party.

#### **ARTICLE 6**

1. Unless otherwise agreed by the Parties or participating institutions in writing, costs to be incurred in the Joint Projects shall be the responsibility of the Party or participating institution that incurs them.
2. Cooperation under this Implementing Arrangement shall be conducted in accordance with the Agreement and applicable laws and regulations in each country, and shall be subject to the availability of personnel and appropriated funds.

#### **ARTICLE 7**

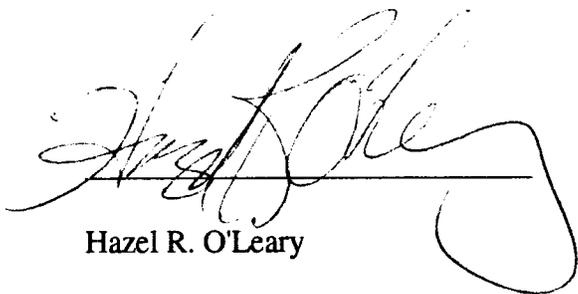
1. This Implementing Arrangement shall enter into force upon signature and remain in force for five years or for the duration of the Agreement, whichever is shorter. This Implementing Arrangement shall be automatically renewed for further five-year periods so long as the Agreement remains in force.

2. This Implementing Arrangement may be terminated at any time by either Party, upon six months' advance notification in writing by the Party seeking to terminate the Implementing Arrangement.

3 This Implementing Arrangement may be amended by mutual written agreement of the Parties.

4. The termination or expiration of this Implementing Arrangement shall, unless agreed by the Parties, not affect the carrying out of any Joint Projects not fully completed at the time of the termination or expiration of this Implementing Arrangement.

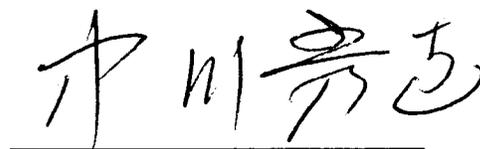
Done at Washington, in duplicate in the English language, this third day of May , 1996.



Hazel R. O'Leary

FOR THE DEPARTMENT OF ENERGY

OF THE UNITED STATES OF AMERICA:



Hidenao Nakagawa

FOR THE SCIENCE AND

TECHNOLOGY AGENCY OF JAPAN:

## PROJECT ANNEX

A. Name of the Project

Collaboration on the Spin Physics Program at the Relativistic Heavy Ion Collider

B. Description of the Joint Project

(a) Participating Institutions

Japanese side: The Institute of Physical and Chemical Research (RIKEN)

U.S. Side: Brookhaven National Laboratory (BNL)

(b) Technical Scope

The purpose of the Joint Project is to: (1) promote the experimental research Spin Physics Program, (2) jointly pursue the goals of this Program, and (3) make the Accelerator Hardware and Experimental Apparatus available to the worldwide scientific community. RIKEN is to provide scientific collaboration, technical expertise, and funding towards the construction and installation of this Accelerator Hardware and Experimental Apparatus. The Spin Physics Program conducts research on the collision of polarized beams at the Relativistic Heavy Ion Collider (RHIC), under construction by BNL.

(c) **Management**

The RIKEN-BNL Collaboration Steering Committee is to be established with membership appointed by the RIKEN President and the BNL Director. This Committee decides scientific priorities, including budget allocations, and will review progress on the activities of this collaborative program.

(d) **Schedule**

Collaboration on the Spin Physics Program is expected to continue for a period of five (5) years from the date of signature of the RIKEN/BNL Joint Project arrangement and be automatically extended for a further five (5) year period so long as the Implementing Arrangement remains in force.

C. **Others**

- (a) Subject to budgetary approval of the Japanese Government, RIKEN is to provide funding for the construction and maintenance costs of Accelerator Hardware and Experimental Apparatus.
- (b) Subject to budgetary approval of the United States Government, BNL is to provide the beam time for the collider operation with polarized beams for the Spin Physics Program.