

**SPECIFIC MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE JAPAN ATOMIC ENERGY RESEARCH INSTITUTE
FOR A COLLABORATIVE PROGRAM OF
DEVELOPMENT OF A PROTOTYPE COMMUNICATIONS LINK
TO SHARE ATMOSPHERIC DISPERSION AND DOSE ASSESSMENT MODELING
PRODUCTS**

The Department of Energy of the United States of America (DOE) and the Japan Atomic Energy Research Institute (JAERI), hereinafter 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 their Agreement 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”);

Desiring to cooperate in the establishment of a data communications link to demonstrate the efficacy and feasibility of the exchange and analysis of atmospheric modeling information for estimating the health impacts of the release of radioactive materials to the atmosphere during a non-military nuclear emergency;
and

Further desiring to pursue, under a separate arrangement, development of a more robust and extensive communications network, possibly including additional countries if the prototype communications **link** proves successful;

Have agreed as follows:

ARTICLE 1 - OBJECTIVE

A. The objective of this Specific Memorandum of Agreement (hereinafter referred to as “Specific Memorandum”) is to establish a prototype communications link between DOE’s Atmospheric Release Advisory Capability (ARAC) at DOE’s Lawrence Livermore National Laboratory (LLNL) and JAERI’s Worldwide Version of System for Prediction of Environmental Emergency Dose Information (WSPEEDI) to exchange and analyze atmospheric dispersion and dose assessments modeling products during a non-military nuclear emergency.

B. This Specific Memorandum is subject to the provisions of the Nuclear R&D Agreement, in accordance with Article 5 of the Nuclear R&D Agreement,

ARTICLE 2 - TECHNICAL SCOPE

A. (i) The Parties expect to employ common equipment already in place and to utilize the Internet, World Wide Web or other appropriate communications network or infrastructure (for example, **ESnet** or Integrated Service Digital Network). Problems regarding compatibility of technological equipment (e.g., band width for video teleconferencing and alphanumeric transfers) shall be brought to the attention of the Parties and expeditiously resolved by mutual agreement of the Parties.

(ii) The information exchange will be limited to atmospheric dispersion modeling products, graphical displays, textual information of the source term and predictive results, and teleconferencing and other discussions of mutual interest on the information exchange, during hypothetical, non-military nuclear emergency event simulations. In the event of an actual non-military, nuclear emergency event during the prototype development and evaluation period, representatives of JAERI and DOE will confer by the best available means (e.g., phone, facsimile, or electronic mail) to discuss utilization of the prototype link for information exchange.

B. During the development and implementation of the prototype communications link, the Parties shall explore relationships of this information exchange program to other emergency information exchange programs, including the Global Emergency Management Information Network Initiative project as well as related programs and activities of the International Atomic Energy Agency.

ARTICLE 3 - 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 other 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 the Specific Memorandum.

D. The Parties anticipate arranging short-term visits of JAERI personnel to DOE sites and of DOE staff and contractor personnel to JAERI sites to discuss technical aspects of the cooperative activities under this Specific Memorandum. Each visit will be subject to prior written agreement of the receiving Party. Each Party will, upon the request of the other Party, provide appropriate information regarding personnel proposed to be assigned to facilities of the other Party, at least 60 days prior to the proposed assignments.

ARTICLE 4 - INFORMATION USE AND DISCLOSURE

A. Neither Party (or its contractors) assumes any liability with respect to the accuracy and use of products developed by ARAC and WSPEEDI and exchanged by way of the prototype communications link.

B. The Party transmitting information developed under this Specific Memorandum shall not be responsible for any property damages or personal injury, whether nuclear or nonnuclear, 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.

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

ARTICLE 5 - GENERAL PROVISIONS

A. Except when the Parties otherwise agree in writing, each Party shall bear the costs of its participation in the activities under this Specific Memorandum. Accordingly, DOE and JAERI will fully fund the facility, equipment, and personnel costs of developing and implementing the prototype communications links in their respective countries. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority, to the availability of personnel and other resources, and to laws and regulations applicable to the Parties.

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

ARTICLE 6 - DURATION

A. The 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 the Specific Memorandum.

C. Joint activities not completed at the termination of this Specific Memorandum may, if agreed by the Parties, be continued until their completion under the terms of this Specific Memorandum.

Done at Washington, D.C., in duplicate in the English language, this 9th day of June, 1997.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:

FOR THE JAPAN ATOMIC ENERGY
RESEARCH INSTITUTE, JAPAN:

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