

AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY
AND THE SWEDISH NUCLEAR FUEL SUPPLY COMPANY
(AB SVENSK KÄRNBRÄNSLEFÖRSÖRJNING) CONCERNING
A COOPERATIVE PROGRAM IN THE FIELD OF MANAGEMENT OF RADIOACTIVE WASTES

Whereas the Government of the United States of America and the Government of Sweden have signed an Agreement for Cooperation concerning peaceful uses of atomic energy on July 28, 1966, as amended;

Whereas the United States Department of Energy (hereinafter referred to as DOE) and the Swedish Nuclear Fuel Supply Company (hereinafter referred to as SKBF) recognize the advantages of sharing information derived from the agreement to cooperate on radioactive waste storage in deep geological formations signed on July 1, 1977;

Whereas DOE and SKBF share common nonproliferation objectives and consequently have mutual interests in further common development of radioactive waste management technology with a view to improving the use of nuclear technology while minimizing the risks of proliferation;

Whereas DOE and SKBF noting the respective statutory authority of DOE and SKBF to disseminate information related to nuclear energy; and desiring to engage in specific cooperative arrangements to exchange a broad range of information concerning radioactive waste management that includes the alternatives of disposal of separated waste products and the disposal of spent fuel; have agreed to expand the cooperation as follows:

ARTICLE 1

The objective of cooperation under this Agreement is to maintain, for the mutual benefit of the Parties, a reasonable balanced exchange of information in the area of the management of radioactive wastes; to engage in cooperative programs for field-testing experiments and techniques related to measuring the performance characteristics of a granitic rock system, utilizing the Stripa mine in Sweden, in order to assess the suitability of such rock types for terminal storage of radioactive material.

The areas and forms-of cooperation are listed in Article 2 and Article 3.

ARTICLE 2

The areas of cooperation covered by this Agreement may include:

1. Preparation and packaging of waste forms;
2. Surface and Subsurface storage;
3. Characterization of geologic formations;
4. Field and laboratory testing;
5. Disposal in geologic formations;
6. Operational considerations;
7. Environmental and safety considerations;
8. Institutional and public relationships.

Other areas may be added by the Parties by mutual agreement in writing.

ARTICLE 3

Specific cooperation in accordance with this Agreement, shall be decided by the Parties through the Coordinators or their designee. It is agreed that such cooperation may include, but is not limited to, the following :

1. Exchange of scientists, engineers and other specialist6 in accordance with Article 10 of this Agreement.
2. Exchange of samples, materials, instruments and components for testing.
3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
4. The organization of seminars and other meetings on specific agreed topics concerning waste management technologies in the areas listed in Article 2, in a manner agreed by the coordinators (Article 4).
5. Short visits by specialist teams or individuals to the research and development facilities of the other Party.
6. Perform experiments on the characteristics and behavior of granite rock and various barrier/backfill materials to evaluate their stability under conditions of characteristic temperature , pressure and hydrology for potential repositories, in accordance with Article 5 of this Agreement.

7. Joint **projects** in the form of experiments, tests, design, analysis, or other technical collaborative activity. Such joint projects **would** be implemented by the coordinators and executed by both Parties in **accord-**
dance with Article 5.

Other specific forms of cooperation may be added by the Parties by mutual agreement in writing between the Coordinators or their designee (Article 4).

ARTICLE 4

1. To supervise the execution of this Agreement, the Parties will name Coordinators. As deemed necessary ~~the~~ Coordinators shall meet to evaluate the status of cooperation under this Agreement. **This** evaluation shall include a comprehensive review of each Parties radioactive waste management program status, plans, an assessment of the balance of exchanges in the various areas of cooperation listed **in** Article 2, and a consideration of measures required **to** correct any imbalances. **In** addition, the Coordinators shall consider and act on any major new proposals for cooperation; any new proposals shall be entered into pursuant to Article 5 of this Agreement. These meetings shall be held alternatively in Sweden and the United States.
2. **For** day to day implementation of this Agreement, the Coordinators **shall** designate a Technical Director for each party to oversee the cooperation under this Agreement. The Technical Directors shall agree on specific programs of cooperation in their respective areas, within policy guidelines set by the Coordinators. The Technical Director or **his** designee

shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

ARTICLE 5

If it is decided a cooperative project under this Agreement should be subject to a formalized specific memorandum, the specific memorandum should cover all detailed provisions for implementing that project, including such matters as funding, patents, exchange of equipment and information disclosure specific to the particular project.

ARTICLE 6

1. General

The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 8.

2. Use of Proprietary Information

A. Definitions as used in this Agreement:

- (1) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

- (ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:
- a) has been held in confidence by its owner;
 - b) is of a type which is customarily held in confidence by its owner;
 - c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
 - d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures

- (1) A Party receiving' proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated _____ between the United States Department of Energy and the Swedish Nuclear Fuel Supply Company and shall not be disseminated outside these organizations, their contractors, licensees and the

concerned departments and agencies of the Governments of the United States and Sweden without the prior approval of

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.”

- (ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:
- a) persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party;
 - b) prime-or-subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;
- provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph 2.B(1) above.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing sub-section (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff, use of facilities and joint projects shall be treated by the Parties according to the Principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement

unless **the** individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

- E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

ARTICLE 7

Information transmitted by one Party to the other Party under this Agreement 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. 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 8

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement:
 - a. **If** made or conceived by personnel of one party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party)

or its contractors in connection with exchanges of scientists, engineers and other specialists:

- (1) The Recipient Party shall acquire all rights, title and interest in and to any such invention or discovery in own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, its Government, and its nationals designated by it under any such invention or discovery and any patent application, patent or other protection relating thereto.
 - (2) The Assigning Party shall acquire all rights, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient Party, its Government, and its nationals designated by it under any such invention or discovery and any patent application, patent or other protection relating thereto.
- b. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all rights, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party, its

Government , and its nationals designated by it, of a royalty-free, non-exclusive, irrevocable license in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries.

- c. With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Assigning Party as set forth in paragraph a. above and the Sending Party shall have the same rights as the Recipient Party as set forth in paragraph a. above.
- d. With regard to other specific forms of cooperation, the Parties shall **provide** for appropriate distribution of rights to inventions or discoveries resulting from such cooperation, in accordance with Article 5 of this Agreement.

In general, however, each Party should normally own the rights to such inventions or discoveries in **its own** country with a non-exclusive , irrevocable, royalty-free license to the other Party, its Government, and its nationals designated by it, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all-necessary steps **to** provide the cooperation from its inventors and authors required to carry out the provisions of Articles 8 and 9.
3. Each Party shall assume the responsibility to pay **awards** or compensation required to be paid to its own nationals according to its own laws.

ARTICLE 9

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment **consistent** with internationally recognized standards of protection. As to copyrights or materials within the scope of paragraph 1 of Article 6 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

ARTICLE 10

- A. Staff
 1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.
 2. Each such **attachment** of staff shall be the subject of a separate attachment agreement.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.
4. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.
5. The host establishment shall arrange for acceptable accommodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.
6. Each Party shall provide all necessary assistance to the attached staff (and their families: of the other Party as regards administrative formalities (travel arrangements, etc .)).
7. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

ARTICLE 11

The provisions of this Agreement shall not affect the rights or duties of the Parties hereto. under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance

with the applicable laws of each country, nor does it preclude the Parties from engaging in activities with other Governments or persons. Moreover, it is expected that the present Agreement shall facilitate industrial and commercial exchanges in the field of radioactive waste management between the firms of the countries of the Parties with mutual benefits from such exchanges for both countries. DOE and the SKBF shall act as the points of coordination for contracts and arrangements involving commercial firms in their respective countries when such firms or enterprises act on behalf of their respective Governments under the terms of this Agreement. It is understood that all such contracts and arrangements shall conform *with applicable laws and regulations under which each Party operates.

ARTICLE 12

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

ARTICLE 13

Cooperation under this Agreement shall be in accordance with laws of the respective countries and the regulations of the respective Parties. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 14

Except when otherwise specifically-agreed at the time, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. The implementation of this Agreement will be subject to the availability of appropriate funds.

ARTICLE 15

1. This Agreement shall enter into force upon signature and, subject to paragraph 2 of this Article, shall continue for a five (5)-year period, and may be amended or extended by mutual written agreement of the Parties. This Agreement may be extended subject to agreement by the Parties following a review of accomplishments under this Agreement.
2. This Agreement **may** be terminated **at** any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.
3. In the event that, during the period of this Agreement the nature of either Party's radioactive waste management program should change substantially whether this be by substantial expansion, reduction,

transformation or amalgamation of major elements with the radioactive waste management program of a third Party, either Party shall have the right to request revisions in the scope and/or terms of this Agreement.

4. All joint efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

Done at Stockholm this 9th day of September, 1983.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE SWEDISH NUCLEAR FUEL SUPPLY COMPANY

NAME: Kennedy-Kennedy - Minott

NAME: Erik Svenke

TITLE: Ambassador of the United States

TITLE: President SKBF

Ambassador Kennedy-Minott
of the United States

Erik Svenke, President
Swedish Nuclear Fuel Supply Company

Amendment to

AGREEMENT BETWEEN THE; UNITED STATES DEPARTMENT OF ENERGY
AND THE SWEDISH NUCLEAR FUEL AND WASTE MANAGEMENT COMPANY
(SVENSK KARNBRANSLEHANTERING AE)
(FORMERLY THE SWEDISH NUCLEAR FUEL SUPPLY COMPANY --
A??.? SVENSK KARNBRANSLEFORSORJNING) CONCERNING
A COOPERATIVE PROGRAM IN THE FIELD OF MANAGEMENT OF
RADIOACTIVE WASTES

WHEREAS the Parties have entered into the above-referenced
Agreement (hereinafter referred to as the "Agreement") in
Stockholm, on September 9, 1980;

WHEREAS the Agreement will expire September 9, 1985;

WHEREAS both Parties find that the information exchange
and cooperation in the past five years has been of great
value and should be continued;

THE PARTIES HEREBY AGREE

to extend the Agreement in a Cooperative Program in the Field
of Management of Radioactive Wastes until December 31, 1990.

Done at Stockholm this 8th day of October, 1985.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE SWEDISH NUCLEAR FUEL
AND WASTE MANAGEMENT COMPANY

NAME:

Ben C. Rusche

NAME:

Sten Bjurstrom

TITLE:

TITLE:

Ben C. Rusche, Director
Office of Civilian
Radioactive Waste Management

Sten Bjurstrom, President
Swedish Nuclear Fuel and
Waste Management Company

AMENDMENT TO THE AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY AND
THE SWEDISH NUCLEAR FUEL AND WASTE MANAGEMENT COMPANY (SKB FORMERLY SKBF)
CONCERNING A COOPERATIVE PROGRAM IN THE FIELD OF
MANAGEMENT OF RADIOACTIVE WASTES

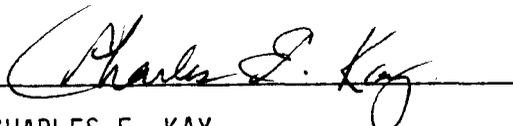
In accordance with paragraph 3 of Article 15 of the Agreement Between the United States Department of Energy and the Swedish Nuclear Fuel and Waste Management Company (SKB Formerly SKBF) Concerning a Cooperative Program in the Field of Management of Radioactive Wastes, the Parties hereby agree to make the following revisions:

The first paragraph of Article 1 is hereby revised to read "Cooperation under this Agreement shall be directed towards a study of mutually agreed topics associated with the management of radioactive waste and related activities of the nuclear fuel cycle. Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity."

Article 3, paragraph 6 is hereby deleted.

This Amendment enters into force upon the latter date of signature.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA



CHARLES E. KAY
Acting Director
Office of Civilian Radioactive
Waste Management

FOR THE SWEDISH NUCLEAR FUEL
AND WASTE MANAGEMENT COMPANY



STEN BJURSTRÖM
President

September 23, 1988
(Date)

October 26, 1988
(Date)

**AMENDMENT TO EXTEND THE
AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF ENERGY
AND THE
SWEDISH NUCLEAR FUEL AND WASTE MANAGEMENT COMPANY
CONCERNING A COOPERATIVE PROGRAM IN THE FIELD OF
MANAGEMENT OF RADIOACTIVE WASTES**

WHEREAS, the Agreement for Cooperation between the Government of the United States of America and the Government of Sweden concerning peaceful uses of nuclear energy entered into force on April 11, 1984;

WHEREAS, the United States Department of Energy (hereinafter referred to as "DOE") and the Swedish Nuclear Fuel and Waste Management Company (hereinafter referred to as "SKB") signed an Agreement in the Field of Management of Radioactive Waste on September 9, 1980 and amended that Agreement on October 8, 1985 and October 26, 1988;

WHEREAS, the DOE and SKB continue to recognize the advantages of sharing information derived from the agreement to cooperate and share common nonproliferation objectives and consequently have mutual interests in further common development of radioactive waste management technology; and

WHEREAS, the DOE and SKB desire to continue their cooperative arrangements to exchange a broad range of information concerning radioactive waste management that includes the alternatives of disposal of separated waste products and the disposal of spent fuel;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Agreement shall be extended for an additional five years, until **September 9, 1995**.
2. The following shall be added at the end of Article 5: "Each such project agreement involving 'joint research' shall address the disposition of intellectual property rights in third countries as set forth in Article 6.2.B (2)(a).
3. Articles 6, 8 and 9, concerning Intellectual Property Rights shall be deleted in their entirety and replaced with the following:

ARTICLE 6

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this

Agreement and relevant implementing agreements or annexes. The Parties agree to 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.

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 purposes 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, interests, and royalties 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 should 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 UNCITRAL shall govern.
- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Article.

2. Allocation or 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 Article IV.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 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 will be determined in implementing agreements. If research is not designated as "joint research" in the relevant implementing agreement, rights to intellectual property arising from the research will be allocated in accordance with paragraph 2.B.(1) above. In addition, each person 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 participating institutions.

(b) Notwithstanding paragraph 2.B.(2)(a) above, if a type of intellectual property 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.

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 7

Each Party to the cooperative activity concerned shall take all necessary and appropriate steps, in accordance with the laws and regulations of its country, to provide for the cooperation of its authors and inventors which are required to carry out the provisions of the Agreement. Each Party to the cooperative activity concerned assumes the sole responsibility for any award or compensation that may be due its personnel in accordance with the laws and regulations of its country, provided, however, that this Agreement creates no entitlement to any such award or compensation.

Article 7 from the Agreement currently in place shall be renumbered Article 8. It shall be understood that information exchanged under this Article which qualifies as business-confidential shall fully comply with the provisions of Article 6, section 3. Articles 10 through 15 correspondingly, shall be renumbered 9 through 14.

- 4. All other provisions of the Agreement signed on September 9, 1980, and as amended October 8, 1985 and October 26, 1988 shall remain the same.

Done in duplicate at STOCKHOLM this 13th day of SEPTEMBER 1990

FOR THE UNITED STATES
DEPARTMENT OF ENERGY:

FOR THE SWEDISH NUCLEAR FUEL
AND WASTE MANAGEMENT COMPANY:

John W. Bartlett
Signature

Sten Bursirén
Signature

JOHN W. BARTLETT
Printed Name

STEN BURSIRÉN
Printed Name

DIRECTOR, OCRWM, USDOE
Title

President and CEO
Title