

ORIGINAL

AGREEMENT

between

THE UNITED STATES DEPARTMENT OF ENERGY

and

THE FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE

in the field of

RADIOACTIVE WASTE MANAGEMENT

WHEREAS

The UNITED STATES DEPARTMENT OF ENERGY (DOE) and THE FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA), hereinafter referred to as the Parties, have a mutual interest in the safe, effective and economic treatment, handling, isolation, disposal and retrieval of spent radioactive fuel and separated radioactive fuel and separated radioactive waste products;

DOE and CEA believe that a cooperative program of equitable sharing of their respective research and development data, technology and experience in the management of radioactive waste would be of mutual benefit;

DOE and CEA recognize the contribution such research and development in radioactive waste management can make to protecting the environment, while furthering the safe and economic application of nuclear energy;

DOE and CEA act in certain areas related to radioactive waste management through their contractors, subsidiaries or associated industrial firms;

DOE and CEA recognize the need to establish procedures for the protection of proprietary information.

It is the understanding of each Party that certain information is provided in confidence to the other Party, and that the undue dissemination thereof would be prejudicial to the interests of each Party and to prospects for future collaboration between DOE and CEA.

IT IS AGREED AS FOLLOWS

ARTICLE 1 - OBJECTIVES

- 1.1 The objective of this Agreement shall be to establish the basis for cooperation between the Parties in the field of radioactive waste management of the nuclear fuel cycle.
- 1.2 As a first step, this Agreement provides for an exchange of general information between the Parties regarding the studies and research, development, demonstration and operational activities carried out by each Party in this field.
- 1.3 Such exchange of information will be governed by the provisions of Article 6 of this Agreement.
- 1.4 Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.

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ARTICLE 2 - AREAS OF COOPERATION

2.1 The areas of cooperation in the field of radioactive waste management covered by this Agreement may include:

- Preparation and packaging of radioactive wastes
- Decontamination and decommissioning
- Surface and subsurface storage
- Characterization of geologic formations
- Disposal in geologic formations
- Transportation requirements

Other areas of cooperation may be added by mutual written agreement.

2.2 Information related to the above mentioned areas will be mainly assessed to cope with matters relative to:

- Operational considerations
- Environmental and public safety considerations
- Public acceptance issues

ARTICLE 3 - FORMS OF COOPERATION

3.1 Cooperation under this Agreement may include, but is not limited to, the following forms:

- a. Exchange, on a current basis, of scientific and engineering information, and results and methods of research and development.
- b. Organization of, and participation in, seminars or other meetings on specific agreed topics in the areas listed in Article 2.
- c. Short visits by specialist teams or individuals to the experimental and operational radioactive waste management facilities of the other Party, subject to the prior written agreement of the receiving Party.

3.2 Other forms of cooperation may be employed as outlined below, subject in each case to the execution of a separate agreement between the Parties pursuant to Article 4.

- a. Attachment of the staff of one Party, its contractors or subsidiaries to the radioactive waste management facilities of the other Party, its contractors or subsidiaries for participation in agreed research, development, design,

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analysis or other experimental activities, and ongoing operations in the field of radioactive waste management.

- b. Exchange of radioactive waste samples, materials and equipment for testing.
- c. Joint projects in which the Parties agree to share the work and/or costs.
- d. Other specific forms of cooperation.

ARTICLE 4 - IMPLEMENTING AGREEMENTS

- 4.1 If it is decided that an attachment of staff, an exchange of samples, materials or equipment, or a cooperative project is to be established; or that an exchange of detailed technology and data or of engineering information such as engineering drawings and specifications of full-scale components and of industrial plant is to be undertaken; or that an exchange of operational procedures and experience is to be undertaken under this Agreement as contemplated by Section 3.2; an implementing agreement between the Parties shall be executed.
- 4.2 Each implementing agreement shall include all detailed provisions for carrying out that activity, and shall cover such matters as technical scope, total costs, cost-sharing between the Parties, project schedule, management of the cooperation, exchange of equipment, and provisions covering exchange of proprietary information, patents, and information disclosure specific to the particular project. Activities under implementing agreements may involve, as appropriate, associated firms or laboratories of the Parties or their contractors or subsidiaries.

ARTICLE 5 - MANAGEMENT

- 5.1 To supervise the execution of this Agreement, each Party shall name a Principal Coordinator. The Principal Coordinators shall normally meet each year alternately in the United States and in France, or at such other times and places as agreed.
- 5.2 At their meetings, the Principal Coordinators shall evaluate the status of cooperation under this Agreement. This evaluation may include a review of each Party's radioactive waste management program status and plans, a review of the past year's activities and accomplishments under this Agreement, a review of the activities planned for the coming year within each of the various areas of cooperation listed in Article 2, an assessment of the balances of exchanges under this Agreement within each of the areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Principal Coordinators shall consider and act on any major new proposals for cooperation.

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- 5.3 Day-to-day management of the cooperation under this Agreement shall be carried out by Technical Coordinators designated by the Principal Coordinators. The Technical Coordinators shall agree on specific details of cooperation in the technical areas listed in Article 2, within policy guidelines established by the Principal Coordinators. Each Technical Coordinator shall be responsible for working contacts between the Parties in his respective area of cooperation.
- 5.4 Implementing agreements executed pursuant to Article 4 for the performance of cooperative activities shall include appropriate provisions for the management of such activities.

ARTICLE 6 - INFORMATION

- 6.1 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.
- 6.2 Information exchanged under this Agreement may be in either French or English.
- 6.3 Although this Agreement does not commit either of the Parties to transmit to the other Party any information considered to be proprietary, the Parties recognize that transmission of such proprietary information might prove useful to their collaboration, in which case the provisions of Sections 6.4 through 6.6 of this Agreement shall apply.
- 6.4 Definitions as used in this Article:
- 6.4.1 The term "information" means scientific or engineering data, results or methods of research and development, operational expertise, and any other information intended to be provided or exchanged under this Agreement.
- 6.4.2 For the purposes of this Agreement, "Proprietary Information" ("Informations Privilégiées" in French) shall mean information of a confidential nature such as 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
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- d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

6.5 Procedures

- 6.5.1 A Party receiving Proprietary Information, as defined in Section 6.4.2, 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 FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the Governments of the U.S. and France without 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."

- 6.5.2 Proprietary Information, as defined in Section 6.4.2, 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; and
 - 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 such Proprietary Information shall be disseminated on a need-to-know basis pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in Section 6.5.1 above.

- 6.5.3 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

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cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its national policies, regulations and laws.

- 6.6 Each Party shall exercise its best efforts to ensure that Proprietary Information received by it under this Agreement shall be 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.
- 6.7 Information arising from seminars and other meetings arranged under this Agreement 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.
- 6.8 Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party other than pursuant to this Agreement.

ARTICLE 7 - DISCLAIMER

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.

ARTICLE 8 - LIABILITIES

- 8.1 The Parties shall use all reasonable skill and care in carrying out their duties under this Agreement in accordance with the laws and regulations of their respective countries.
- 8.2 Compensation for damages incurred during the course of and under this Agreement shall be in accordance with the applicable laws of the respective country of the Party concerned, except as provided in Article 8.3.
- 8.3 The sending Party shall not be liable for damages of any nature, either direct or indirect, to property or personnel of the receiving Party or to any third Party resulting from the use by the receiving Party of information provided under this Agreement.



ARTICLE 9 - LEGAL PROVISIONS

Each Party's activities under this Agreement shall be in accordance with its national laws and regulations. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 10 - FINANCIAL OBLIGATIONS

Except when otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. It is understood that the responsibilities of each Party to carry out its obligations under this Agreement are subject to the availability of appropriated funds.

ARTICLE 11 - DURATION, AMENDMENT AND TERMINATION

11.1 This Agreement shall enter into force upon signature and, subject to Sections 11.2, 11.3, and 11.4, shall continue for a five (5) year period.

11.2 This Agreement may be amended or extended by mutual written agreement of the Parties.

11.3 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.

11.4 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 in duplicate, in the English and French languages, each equally authentic, this 26th day of July, 1983.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA

John P. Bright
Scientific Counselor
US Embassy

FOR THE COMMISSARIAT
A L'ENERGIE ATOMIQUE OF
FRANCE

Jean Lefevre
JEAN LEFEVRE
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et Déchets Radioactifs.