

THIS AGREEMENT made in duplicate this 25th day of August, 1982.

BETWEEN:

THE DEPARTMENT OF ENERGY OF THE UNITED STATES
OF AMERICA
(of the first part)

- and -

ATOMIC ENERGY OF CANADA LIMITED - L'ENERGIE
ATOMIQUE DU CANADA LIMITEE
(of the second part)

RESPECTING:

"COOPERATION IN RADIOACTIVE WASTE MANAGEMENT"

WHEREAS the Department of Energy of the United States of America (DOE) and Atomic Energy of Canada Limited - L'Energie atomique du Canada, Limitée (AECL) hereinafter referred to as the Parties, wish to enter into an agreement for cooperation in the area of radioactive waste management;

AND WHEREAS the Parties wish such arrangement to supersede the Memorandum of Understanding between the U.S. Energy Research and Development Administration (later DOE) and AECL relating to information in the nuclear field, dated September 8, 1976 and extended by agreement of the two Parties;

NOW THEREFORE the Parties agree as follows:

1. OBJECTIVES OF COOPERATION

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.

2. FIELDS OF COOPERATION

The fields of cooperation covered by this Agreement may include:

1. Preparation and packaging of radioactive wastes.
2. Decontamination and decommissioning.
3. Surface and subsurface storage.
4. Characterization of geologic formations.
5. Disposal in geologic formations.
6. Transportation requirements.
7. Operational considerations.
8. Environmental and safety considerations.
9. Public acceptance issues.

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

3. FORMS OF COOPERATION

Cooperation in accordance with this Agreement may include, but is not limited to the following forms:

1. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
2. Organization of, and participation in, seminars and other meetings on specific agreed topics in the fields listed in clause 2.
3. Exchange of samples, materials, and equipment for testing.
4. Exchange of scientists, engineers and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors. Such exchanges of staff shall be in accordance with clause 8 of this Agreement.

5. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate agreement pursuant to clause 5 of this Agreement.

Other specific forms of cooperation may be added by mutual written agreement.

4. MANAGEMENT

1. To supervise the execution of this Agreement, the Parties shall each name a Principal Coordinator. As deemed necessary, the Principal Coordinators shall meet to evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status and plans, an assessment of the balance of exchanges among the various fields of cooperation listed in clause 2, and a consideration of measures required to correct any imbalance. These meetings shall be held alternately in Canada and the United States.

2. The Principal Coordinators shall consider and act on any major new proposals for cooperation. When such proposals involve a new field of cooperation, clause 2 of the Agreement shall be modified accordingly after assessment and agreement, in writing, of the Principal Coordinators.

3. For day-to-day implementation of this Agreement, the Principal Coordinators shall each designate Technical Coordinators to oversee the cooperation under this Agreement. The Technical Coordinators shall agree on specific programs of cooperation in their respective fields as described in clause 2 within policy guidelines set by the Principal Coordinators. The Technical Coordinator or his designee shall be responsible for the working contacts between the Parties in his respective field of cooperation.

5. SUBSIDIARY AGREEMENTS

With respect to each joint project of the type contemplated by clause 3.5, a Subsidiary Agreement shall be executed by the Parties. Each Subsidiary Agreement shall include detailed provisions for carrying out the cooperative program or project and shall cover, as appropriate, such matters as technical scope, exchange of proprietary information, management of the cooperation, patents, exchange of equipment, total costs, cost sharing between the Parties, project schedule and information disclosure specific to the particular joint project. Clauses 6, 7, 8, 12, 13, 14, 15, 16, 17 and 18 of this Agreement shall be applicable to any such Subsidiary Agreement, unless the Parties otherwise agree in writing in the Subsidiary Agreement.

6. FINANCE

Except when otherwise specifically agreed at the time, in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

7. DISCLAIMER

Information transmitted by one Party to another 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 a receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of each Party. No Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by a Party or by any third party.

8. ASSIGNMENTS AND EXCHANGES OF PERSONNEL

1. Each Party may, at its own expense, observe test activities and analytical work of the other Party. Such observation may be exercised by short term visits or by the attachment of staff, subject to the prior agreement of the receiving Party on each occasion.
2. Whenever an attachment of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.
3. The Parties will prepare agreements for attachment as may be necessary in conjunction with work assignments under this Agreement.
4. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff.
5. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.
6. The host Party shall arrange for accommodations for the attached staff (and their families) of the other Party on a mutually agreeable reciprocal basis.

7. The host Party shall provide all necessary assistance to the attached staff (and their families) of the other Party regarding administrative formalities, such as travel arrangements, etc.

8. 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 to in a separate staff attachment agreement.

9. The Party proposing an attachment shall notify the receiving Party of the name of the persons proposed for the attachment and shall provide such information respecting any of the said persons as may be required by the receiving Party.

9. INFORMATION

1. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information and to the provisions of clauses 10 and 11.

2. Use of Proprietary Information

Definitions as used in this Agreement:

- (i) 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 shall 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.

3. Procedures

- (i) 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 by the providing Party 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 Atomic Energy of Canada Limited and shall not be disseminated outside these organizations, their contractors, and the concerned departments, and agencies of Governments of the U.S. and Canada 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."

(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; 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, shall be marked with the restrictive legend substantially identical to that appearing in subparagraph 3(i) above, and shall not be used for commercial purposes without the consent of the originating Party.

(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 subsection (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 policies, regulations and laws.

4. 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 clause, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

5. 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 clause; 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. 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.

10. INVENTIONS OR DISCOVERIES

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 right, title and interest in and to any such invention or discovery in its 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, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.

(2) The Assigning Party shall acquire all right, 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, in and to 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 right, 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 non-exclusive, irrevocable, royalty-free license in all countries, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.
- c) With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Recipient Party as set forth in paragraph 1 a)(1) above and the Sending Party shall have the same rights as the Assigning Party as set forth in paragraph 1 a)(2) above to any inventions or discoveries which are improvements to such samples, materials, instruments or components.
- d) With regard to other specific forms of cooperation pursuant to clause 3.5, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting

from such cooperation. 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 take all necessary steps to provide the cooperation of inventors and authors for the purposes of carrying out the provisions of this Agreement.

3. Each party shall be responsible for payment of awards or compensation due citizens of its own country under its relevant legislation.

11. COPYRIGHTS

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of clause 9 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

12. EQUIPMENT

Each Party agrees that in the event equipment is to be exchanged or supplied by one Party to the other Party, the following provisions shall apply covering the shipment and use of the equipment:

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the associated specifications and technical and informational documentation.
2. The equipment, spare parts, and documentation supplied by the sending Party shall remain the property of the sending Party and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.
3. The host establishment shall provide the necessary premises and shelter for the equipment, and shall provide for electric power, water, gas, etc., in accordance with technical requirements which shall be as mutually agreed upon.
4. Responsibility for expenses, safekeeping and insurance during the transport of the material from the original location in the country of the Sending Party to the place of entry in the country of the Receiving Party shall rest with the Sending Party. If the Sending Party elects to have the material returned, it shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the original point of entry in the Country of the Receiving Party to the final destination in the country of the Sending Party.

5. Responsibility for expenses, safekeeping, and insurance during the transport of the material from the place of entry in the country of the Receiving Party to the final destination in the country of the Receiving Party shall rest with the Receiving Party. If the Sending Party elects to have the material returned, the Receiving Party shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the final destination in the country of the Receiving Party to the original point of entry in the country of the Receiving Party.

6. The equipment provided by the Sending Party for carrying out mutually agreed-upon activities shall be considered to be scientific, not having a commercial character.

13. SAMPLES AND MATERIALS

The Parties agree that in the event samples or materials are provided by one Party to the other Party, the following provisions shall apply with respect to the transportation and use of such samples and materials:

1. Unless otherwise agreed by the Parties prior to delivery, all samples and materials provided by the Sending Party to the Receiving Party shall become the property of the Receiving Party upon delivery, and shall not be returned to the Sending Party.

2. Where one Party requests that a sample or material be provided by the other Party, the Party making the request shall bear all costs and expenses associated with the transportation of the sample or material from the location of the Sending Party to the final destination.

3. Each Party shall promptly disclose to the other Party all information arising from the examination or testing of samples or materials exchanged under this Agreement. The Parties agree that proprietary information as defined in clause 9.2 which was developed prior to or outside the scope of this Agreement, shall remain proprietary even though it is contained in the results of an examination or testing of samples or materials. Such information shall be identified as proprietary information by the Party asserting its proprietary nature as soon as possible after disclosure of all information arising from the examination or testing is made to such Party and the other Party shall be immediately advised of that identification. All information identified as proprietary information shall be controlled as provided under clause 9.3. It is further understood and agreed that one Party providing samples or materials to the other Party may also provide a partial or complete list of the types of information which will arise from the examination or testing of such samples or materials and which is proprietary as defined in clause 9.2 and all such proprietary information is to be controlled as set out in clause 9.3.

14. APPROPRIATED FUNDS

The ability of the Parties to carry out their obligations under this Agreement is subject to the availability of appropriated funds.

15. LAWS AND REGULATIONS

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

16. LEGAL RESPONSIBILITY

The Parties shall use all reasonable skill and care in carrying out their duties under this Agreement in accordance with all applicable laws and regulations.

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

17. DURATION

1. It is understood and agreed by the Parties that the duration of this Agreement is five years from the date of signature of both Parties and that this Agreement may be amended or extended by written agreement of each of the Parties.

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

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 expansion, reduction or transformation, or by 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 terms of this Agreement.

18. TERMINATION

This Agreement and any annex hereunder may be terminated at any time at the discretion of either Party upon six months advance notification in writing by the Party seeking to terminate the Agreement or annex. Such termination shall be without prejudice to the rights that may have accrued under this Agreement or annex to either Party up to the date of the termination.

DONE AT OTTAWA this 25th day of August,

1982.

FOR THE UNITED STATES DEPARTMENT OF ENERGY

FOR ATOMIC ENERGY OF CANADA LIMITED - L'ENERGIE ATOMIQUE DU CANADA, LIMITEE

Paul W. Harrison R. H. H. H. H.
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