



CONFIDENTIALITY AGREEMENT

between

THE NUCLEAR DECOMMISSIONING AUTHORITY

and

UNITED STATES DEPARTMENT OF ENERGY

THIS AGREEMENT is made on September 4, 2008

BETWEEN

- (1) THE NUCLEAR DECOMMISSIONING AUTHORITY whose principal place of business is at Herdus House, Westlakes Science and Technology Park, Moor Row, Cumbria, CA24 3HU, ("NDA"); and
- (2) UNITED STATES DEPARTMENT OF ENERGY, whose headquarters is at 1000 Independence Ave., SW, Washington, DC 20585

Hereinafter referred to collectively as "the Parties" and in the singular as "the Party" as the context requires.

BACKGROUND

The Parties wish to hold further discussions and exchange information pursuant to the Statement of Intent between the Department of Energy of the United States of America and the Nuclear Decommissioning Authority of the United Kingdom of Great Britain and Northern Ireland for Exchange of Information Concerning Management of Radioactive Waste dated 26 March 2007 (the "Field"). Either Party may receive Business-Confidential Information (as hereinafter defined) (including but not limited to Business-Confidential Information in the Field) from the other Party under the subject areas listed in the Scope of Cooperation of the Statement of Intent (the "Permitted Purpose"). In order to protect such Business-Confidential Information the Parties wish to make clear the terms and conditions on which that Business-Confidential Information is disclosed.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

For the purposes of this Agreement:

"Disclosing Party" shall mean a Party which discloses Business-Confidential Information to the other Party (Receiving Party) pursuant to the terms of this Agreement;

The **"Commencement Date"** shall mean September 4, 2008.

"Business-Confidential Information" shall mean any and all technical or commercial data, know-how, show-how, formulae, processes, designs, photographs, drawings, specifications, samples, details of customers and suppliers, pricing information, samples, prototypes, including information received (directly or indirectly) during visits to any establishment or site of the Disclosing Party and, other sensitive business information which is either directly or indirectly disclosed by or on behalf of the Disclosing Party to the Receiving Party, and is properly designated as "Business-Confidential" by the Disclosing Party, whether orally, in writing, by data transmission or in any other way. However, if disclosed orally, the Disclosing

Party shall specify the "business-confidential" nature of the oral disclosure, and confirm in writing promptly (but in no case less than 30 days after oral disclosure) the business-confidential nature of the information.

"Receiving Party" shall mean a Party receiving Business-Confidential Information from the Disclosing Party pursuant to the terms of this Agreement.

2. This Agreement shall take effect from the Commencement Date and shall remain in effect for five years.
3. In consideration of the Disclosing Party disclosing Business-Confidential Information to the Receiving Party, the Receiving Party undertakes to the Disclosing Party that it will during this Agreement and after its termination:
 - 3.1 treat all and any Business-Confidential Information as confidential and ensure that it remains safe from access by third parties;
 - 3.2 not use the Business-Confidential Information for any purpose other than for the Permitted Purpose;
 - 3.3 not disclose the Business-Confidential Information to any third party, other than to employees, contractors or authorised representatives of the Receiving Party (in accordance with clause 3.5) without the prior written consent of the Disclosing Party except that the Receiving Party may disclose Business-Confidential Information in accordance with a requirement of any court of competent jurisdiction or by a competent governmental or regulatory or professional body but only to the extent required by law provided that the Receiving Party (to the extent permitted by law) gives the Disclosing Party written notice of such requirement and the full circumstances of disclosure;
 - 3.4 upon the written request by the Disclosing Party, return to the Disclosing Party all Business-Confidential Information within the Receiving Party's control and all documents, drawings, specifications, records, data, programmes and other media of expression that bear or incorporate any part of the information within the Receiving Party's control, or destroy and provide written confirmation of the destruction all copies of the Business-Confidential Information within the Receiving Party's control including analyses, studies, compilations and other materials derived from the Business-Confidential Information. For the avoidance of doubt, the obligations of confidentiality and the prohibitions and restrictions as to use contained in this Agreement shall continue to apply in full force and effect for a period of (10) years following expiration or termination of this Agreement, to any Business-Confidential Information so retained.
 - 3.5 disclose the Business-Confidential Information on a strictly need to know basis to employees, contractors, or authorised representatives of the Receiving Party necessary for the Permitted Purpose and shall ensure that each employee of the Receiving Party to whom disclosure is made, has been made aware of and is subject to the obligations of confidence and restrictions and prohibitions as to use and disclosure of the Business-Confidential Information.
4. Subject to clause 3.3 above, should the Receiving Party wish to disclose the Business-Confidential Information to a third party (other than an employee, contractor or authorised representative) for the Permitted Purpose, in order to obtain written consent pursuant to clause 3.3, the Receiving Party:

- 4.1 undertakes to the Disclosing Party that it will inform the Disclosing Party in writing of the full details of such third party and the Business-Confidential Information that requires disclosure and;
 - 4.2 acknowledges and agrees that prior to such disclosure the Disclosing Party may at its discretion require such third party to enter into a confidentiality agreement with the Disclosing Party containing obligations and restrictions and prohibitions as to use and disclosure of the Business-Confidential Information no less stringent than those set out in this Agreement.
5. The obligations of confidentiality and the prohibitions and restrictions as to use and disclosure hereby undertaken by the Receiving Party shall cease to apply to any Business-Confidential Information which:
 - 5.1 was in the public domain or the subject of public knowledge at the time of disclosure by the Disclosing Party or subsequently falls within the public domain or becomes the subject of public knowledge other than as a result of a breach by the Receiving Party of this Agreement;
 - 5.2 is already known to the Receiving Party prior to disclosure by the Disclosing Party or any other person on behalf of the Disclosing Party (and such prior knowledge is evidenced by the written records of the Receiving Party);
 - 5.3 becomes known to the Receiving Party by disclosure from a third party who has a lawful right to disclose the Business-Confidential Information; or
 - 5.4 is independently developed by the Receiving Party without use of the Business-Confidential Information.
6. Neither Party shall acquire any rights whatsoever in the Business-Confidential Information disclosed to it other than set forth herein, and such Business-Confidential Information is and shall remain the property of the Disclosing Party.
7. Neither Party shall without the prior written consent of the other Party assign or transfer or purport to assign or transfer to a third party in whole or in part the benefit or burden of this Agreement.
8. This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement, and supersedes any prior written or oral agreements, representation or understanding between the Parties. Neither Party to this Agreement has been induced to enter into this Agreement by a statement or promise which it does not contain save that this clause shall not exclude any liability which any Party would otherwise have to the other in respect of any statements made fraudulently by that Party.
9. No variation of this Agreement shall be effective unless in writing and signed by a duly authorised officer of each of the Parties.
10. This Agreement may be executed in counterparts which when taken together shall form one and the same agreement.

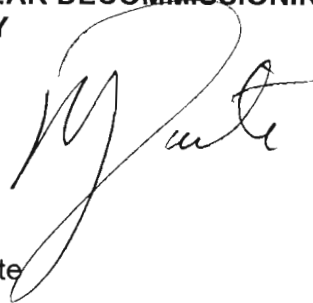
IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first before written.

Signed for and on behalf of:

Signed for and on behalf of:

UNITED STATES DEPARTMENT OF ENERGY

THE NUCLEAR DECOMMISSIONING AUTHORITY



Mark Gilbertson

Richard Waite

Deputy Assistant Secretary
Office of Engineering and Technology
Office of Environmental Management

Acting Chief Executive

Date:

9/4/08

Date:

4/9/08

Place: Manchester, U.K.

Place: Manchester, U.K.