

ARRANGEMENT
between the
UNITED STATES DEPARTMENT OF ENERGY
and the
AUSTRALIAN SAFEGUARDS AND NONPROLIFERATION OFFICE

Concerning Research and Development
in
Nuclear Material Control, Accountancy, Verification,
Physical Protection, and Advanced Containment and Surveillance Technologies
for
International Safeguards

The United States Department of Energy (hereafter "DOE") and the Australian Safeguards and Nonproliferation Office (hereafter "ASNO") (hereafter called "the Parties"), sharing a desire to continue to cooperate on research, development, testing, and evaluation of technology, equipment, and procedures in order to improve nuclear material control, accountancy, verification, physical protection, and advanced containment and surveillance technologies for international safeguards, hereby agree as follows:

ARTICLE I--OBJECTIVE

The purpose of this Arrangement is to provide a framework for cooperation in joint projects and may include, but not be limited to:

- A. Exchange of information, equipment, funding, or personnel.
- B. Exchange or loan of samples, materials, equipment, and components for evaluation and testing.
- C. Joint projects for the research, development, testing, and evaluation of nuclear material control, accountancy, verification, physical protection, and advanced containment and surveillance technologies, techniques, or procedures.

ARTICLE II--MANAGEMENT

- A. A Permanent Coordinating Group (PCG) shall be established, with each Party designating two officials to serve as coordinators, to supervise the implementation of this Arrangement. As mutually agreed, the PCG shall meet to evaluate all aspects of the cooperation under this Arrangement. These meetings shall be held annually alternately in the United States and Australia.

- B. All cooperative activities to be carried out under the Arrangement shall be approved and monitored by the PCG. Each cooperative activity shall be described in a document defined as an Action Sheet which shall be approved by the PCG in writing and shall be annexed to this Arrangement.
- C. Technical management of the cooperation under this Arrangement shall be carried out by project leaders designated by the coordinators. Project leaders shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

ARTICLE III--EXCHANGES OF EQUIPMENT

The following provisions shall apply concerning exchanges of equipment pursuant to the Arrangement :

- A. By mutual agreement, a Party may provide equipment to be utilized in a joint activity. In such cases, the sending Party shall supply, as early as possible, a detailed list of the equipment to be provided, together with the relevant specification and appropriate technical and informational documentation related to use, maintenance, and repair of the equipment.
- B. Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.
- C. Equipment provided pursuant to this Arrangement shall be brought into operation at the host establishment only by mutual agreement between the Parties.
- D. The host establishment shall provide the necessary premises for the equipment; utilities such as electric power, water and gas; and, normally, materials to be tested in accordance with the technical requirements which shall be mutually agreed upon.
- E. The DOE shall be responsible for the transport, safekeeping, and en route insurance of equipment and material from the United States of America by plane or ship to an authorized port of entry in Australia convenient to the ultimate destination.
- F. The ASNO shall be responsible for the transport, safekeeping, and en route insurance of equipment and material **from** Australia by plane or ship to an authorized port of entry in the United States of America convenient to the ultimate destination.
- G. Equipment provided pursuant to this Arrangement for use in joint activities shall be considered to be scientific, not having a commercial character, and each Party shall make its best effort to obtain duty free entry.

ARTICLE IV-EXCHANGE OF PERSONNEL

The following provisions shall apply concerning exchanges of personnel under this Arrangement:

- A. Whenever an exchange of personnel is contemplated, each Party shall ensure the selection of adequate personnel with skills and competence necessary to conduct the activities planned under this Arrangement. Each such exchange of personnel shall be mutually agreed in advance by an exchange of letters between the Parties, referencing this Arrangement and its pertinent intellectual property provisions.
- B. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors,
- C. Each Party shall pay for the travel and living expenses of its **staff** or its contractors when staying at the establishment of the host Party, unless otherwise agreed.
- D. Each Party shall arrange for adequate accommodations for the other Party's staff or its contractors as regards administrative formalities.
- E. Each Party shall provide all necessary assistance to the **staff** of the other Party or its contractors as regards administrative formalities.
- F. The staff of each Party or its contractors shall conform to the general rules of work and safety regulation in force at the host establishment.

ARTICLE V- INFORMATION EXCHANGE

- A. The Parties shall exchange, as agreed on a mutually beneficial basis, scientific and technical information, documents and results of research and development of work carried out under this Arrangement. Such information shall be limited to that which they have the right to disclose, either in their possession or available to them, from the types of cooperation described in Article I.
- B. DOE and **ASNO** shall exchange abstracts of reports or other information on nuclear material control, accountancy, verification, and physical protection programs.
- C. Seminar proceedings and reports of joint activities carried out under this Arrangement shall be published as joint publications, as mutually agreed by the Parties.
- D. The Parties agree that information developed and exchanged under this Arrangement should be given wide distribution. Such information, except as noted in Article VI of this

Arrangement, may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

- E. Copyrights of either Party or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights of material within the scope of Article VI owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted materials.
- F. The application or use of any information exchanged or transferred between the Parties under this Arrangement shall be the responsibility of the Party receiving it.
- G. Details and procedures for the protection and distribution of intellectual property rights and other rights of a “business confidential” nature are set forth in Article VI. Article VI is applicable to any cooperative activities under this Arrangement, except as otherwise specifically agreed by the Parties. Such subsequent arrangement also may elaborate upon the provisions of Article VI.

ARTICLE VI — INTELLECTUAL PROPERTY RIGHTS

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant Action Sheets. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Arrangement 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.

A. Scope

- 1. This Article is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.
- 2. For purposes of this Arrangement, “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.
- 3. This Article addresses the allocation of rights and interests 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.

4. Disputes concerning intellectual property arising under this Arrangement 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.
5. Termination or expiration of this Arrangement shall not **affect** rights or obligations under this Article.

B. Allocation of Rights

1. 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 Arrangement. 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.
2. Rights to all forms of intellectual property, other than those rights described in Paragraph B. 1 above, shall be allocated as follows:
 - (a) 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 or author shall be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the host institution.
 - (b)
 - (i) 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 Action Sheets. If research is not designated as "joint research" in the relevant Action Sheet, rights to intellectual property arising **from** the research will be allocated in accordance with paragraph **B.2.(a)** above. In addition, each person named as an inventor or author shall be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.
 - (ii) Notwithstanding paragraph **B.2.(b)(i)** 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. Persons named as inventors or authors of the property shall nonetheless be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

C. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Arrangement, 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 VII — FISCAL RESPONSIBILITY

Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority, and to laws and regulations applicable to the Parties.

ARTICLE VIII — RELATIONSHIP TO OTHER AGREEMENTS

The provisions of this Arrangement shall not ~~affect~~ the rights or duties of the Parties specified under other agreements or arrangements, and shall not preclude the Parties ~~from~~ engaging in activities with other governments or persons, except that intellectual property of a **business-**confidential nature shall have limited dissemination as set forth in Article V of this Arrangement

ARTICLE IX — DISCLAIMER

All information or equipment transmitted by one Party to the other Party under this Arrangement shall be appropriate and accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or by any third party. Information or equipment developed jointly by the Parties shall be appropriate and accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or the appropriateness of equipment nor its suitability for any particular use or application by either Party or by any third party.

ARTICLE X — DISPUTES

All questions related to the interpretation or application of this Arrangement shall be settled by the Parties by mutual agreement.

ARTICLE XI- DURATION AND TERMINATION

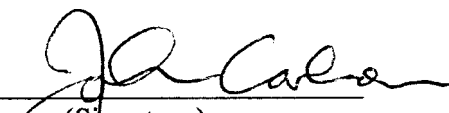
This Arrangement shall enter into force upon signature by the Parties, remain in force for ten (10) years, and be automatically renewed for further ten-year periods unless either Party notifies the other in writing three months prior to the expiration of the first ten-year period or a succeeding ten-year period of its intent to terminate the Arrangement. This Arrangement may be amended by mutual written agreement of the Parties. This Arrangement may be terminated at any time at the discretion of either Party upon one (1) year advance notification in writing by the Party seeking to terminate. Such termination shall be without prejudice to any rights and interests which may have accrued under this Arrangement to either Party up to the date of termination and any intellectual property made available under the Arrangement will continue to be treated in accordance with Article VI of this Arrangement.

DONE Washington this 15th day of September , 1998

FOR THE UNITED STATES
DEPARTMENT OF ENERGY:

FOR THE AUSTRALIAN SAFEGUARDS
AND NONPROLIFERATION OFFICE:


(Signature)


(Signature)

Rose Gottemoeller
(Printed Name)

John Carlson
(Printed Name)

Director, Office of Nonproliferation
and National Security
(Title)

Director General, Australian Safeguards
and Nonproliferation Office
(Title)