

AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE JAPAN ATOMIC ENERGY RESEARCH INSTITUTE
ON COOPERATION IN DOUBLET III PROJECT

Whereas the Government of the United States of America and the Government of Japan have signed an Agreement on Cooperation in Research and Development in Energy and Related Fields (hereinafter referred to as "the U.S.-Japan Agreement") on May 2, 1979;

Whereas Article IV of the U.S.-Japan Agreement provides that implementing arrangements specifying the details and procedures of cooperative activities will be made between the appropriate agencies of the two Governments;

Whereas the United States and Japan exchanged Notes establishing an agreement in Fusion Energy on August 24, 1979;

Whereas in accordance with Article V of the U.S.-Japan Agreement which provides for the establishment of committees as mutually agreed to facilitate implementation of cooperation, the agreement established by the exchange of Notes established a Coordinating Committee on Fusion Energy which shall exercise its duties in relation to this Agreement;

Whereas the United States and Japan have exchanged Notes on August 24, 1979, in which JAERI has been designated as the Japanese organization to conclude details of the cooperation activities using the Doublet III facility;

Now therefore the United States Department of Energy (DOE) and the Japan Atomic Energy Research Institute (JAERI), hereinafter referred to as "the Parties", agree as follows:

Article I

OBJECTIVE

The aim of cooperation under this agreement is to undertake experimental research on tokamak plasmas with doublet and dee-shaped cross-sections in the Doublet III, a tokamak facility, located at La Jolla, California. (hereinafter referred to as "the Doublet III facility".)

Article II

PROJECT

The Parties shall undertake the upgrading of and carry on a research program using the Doublet III facility to investigate doublet and dee-shaped plasma cross-sections. The Doublet III Project shall be undertaken as follows:

1. The present Doublet III facility has a magnetic field of 2.6 Tesla, 5 Volt-seconds, auxiliary neutral beam heating of 7 Megawatts, and a doublet shaped vacuum vessel. The improvements made to the Doublet III facility will result in the improvements to the facility such as a magnetic field of 4 Tesla, 10 Volt-seconds and up to approximately 20 Megawatts of auxiliary heating, and a new dee-shaped vacuum vessel as a future option. The precise technical details of such improvements shall be decided by the Doublet III Steering Committee (hereinafter referred to as "the Steering Committee") as set forth in Article III. Procurement for such improvements and other operational activities of the Doublet III facility shall be vested in a DOE Prime Contractor.

2. Prior to and subsequent to such upgrading of the Doublet III facility, an experimental research program in doublet and dee-shaped plasma cross-sections shall be jointly developed and carried out by the Parties. A team of staff from JAERI (hereinafter referred to as

"the JAERI team") shall be assigned to the Doublet III facility in accordance with Article V to take part in such development under its own leadership sharing the machine time of the Doublet III facility as determined by the Steering Committee. Day to day operations of the experimental research program will be the responsibility of the DOE Prime Contractor.

Article III

MANAGEMENT

1. The Parties agreed to establish the Steering Committee.

2. The Steering Committee shall be composed of up to two members from each Party. Each Party shall also designate an alternate representative who shall serve as a member of the Steering Committee should the designated representative be unable to do so. Each Party shall inform the other Party in writing of all designations under this paragraph. Each Party shall have one vote in the Steering Committee and all decisions shall be by unanimity. DOE shall implement the decisions of the Steering Committee. The Steering Committee shall invite representatives of the Prime Contractor and the JAERI team, and other advisors to meet with them, as appropriate.

3. The Steering Committee shall review and approve the annual program of work including allocation of funds provided by the Parties, objectives and milestones and any changes thereto for the Doublet III Project. The proposed annual budget will be prepared by the Prime Contractor with advice from the JAERI team. The Steering Committee shall review the implementation and management of the program of work and resolve priority issues within the Doublet III Project. The Steering Committee shall undertake special studies and technical reviews as it deems appropriate.

4. The Chairmanship of the Steering Committee shall be vested in one of the DOE members.

5. The Steering Committee shall meet in La Jolla, California, unless an alternative location is mutually agreed upon, on a date mutually agreed upon when the Chairman so notifies the members of the Steering Committee in writing, but at least twice a year.

6. Annually, the Steering Committee shall review and submit to the Coordinating Committee on Fusion Energy for the purpose of Article 4(1) (a)-(e) of the agreement established by the exchange of Notes, a summary of the planned major improvements to the Doublet III facility, the annual program of work and annual budget, including the financial contributions from each Party.

7. The Steering Committee shall work within the oversight of the Coordinating Committee on Fusion Energy which shall take into account the principles embodied in Articles I and II of the U.S.-Japan Agreement.

8. Day to day coordination necessary for the implementation and the management of the programs of work on site shall be carried out between personnel designated by each Party.

Article IV

FINANCE

1. JAERI shall provide to DOE a financial contribution in United States dollars as mutually determined on an annual basis which lump sum shall be paid on or before July 31 of each calendar year in accordance with procedures to be identified by DOE prior to the first deposit. After signature of this agreement, JAERI shall provide to DOE the JAERI financial contribution for Japanese fiscal year 1979 in accordance with the following procedures:

- a. The first remittance of 2,437,500,000 Yen converted to U.S. dollars at the rate of currency exchange in effect at the time of transmittal of funds shall be made immediately upon receipt of an invoice.
 - b. A second remittance, equivalent to the balance between the first remittance and \$12,500,000 in U.S. dollars shall be made immediately after such additional funds are provided to JAERI.
2. It is understood that the ability of the Parties to carry out their obligations under this Agreement is subject to the availability of appropriated funds.
3. If at any time either Party is unable to provide its financial contribution or either party terminates this Agreement pursuant to Article VIII, DOE shall not be obligated to continue to expend any funds for the Doublet III Project, unless otherwise mutually agreed.
4. DOE shall provide to JAERI annually an accounting for funds of the Doublet III Project.

Article V

ASSIGNMENT OF PERSONNEL

1. Each assignment of staff shall be the subject of a separate assignment agreement between the Prime Contractor, with the approval of DOE, and JAERI.
2. JAERI shall be responsible for the salaries, insurance and allowances to be paid to its personnel.
3. JAERI shall bear the travel and living expenses of its personnel while on assignment to the Doublet III facility unless otherwise agreed.

4. DOE, through its Prime Contractor, shall assist in arranging for accommodations for JAERI's personnel and their families.

5. DOE, through its Prime Contractor, shall provide all necessary assistance to JAERI's personnel and their families as regards administrative formalities, including travel arrangements.

6. JAERI's personnel shall conform to the general rules of work and safety regulations in force at the site, or as agreed in the separate assignment agreements.

7. The members of the JAERI team shall be given assistance necessary for the execution of their research activities under this Agreement by DOE and its Prime Contractor.

Article VI

LIABILITY

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 VII

INFORMATION AND PATENTS

1. The Parties shall exchange information necessary to carry out the Doublet III Project.

2. All information arising from this Agreement shall be promptly exchanged between the Parties.

3. The application or use of any information exchanged under or arising from this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the suitability of such information for any particular use or application.

4. The information exchanged under and arising from this Agreement may be given wide distribution. Such information may be made available to the public by either Party through customary channels and in accordance with the normal procedures of the Parties.

5. Copyrights of either Party or of cooperating organizations or persons shall be accorded treatment consistent with internationally recognized standards of protection.

6. Proprietary information shall not be accepted for or utilized in the Doublet III Project without the express written approval of DOE. For the purposes of this Agreement, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

- A. Is not generally known or publicly available from other sources;
- B. Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- C. Is not already in the possession of the recipient without obligation concerning its confidentiality.

It shall be the responsibility of the Party supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

7. Inventions made or conceived in the course of or under this Agreement resulting from improvements to the Doublet III facility and during the joint research (hereinafter referred to as "arising inventions") shall be identified and reported promptly by DOE to JAERI. Information regarding inventions on which patent protection is to be obtained shall

not be published or publicly disclosed by the Parties until a patent application has been filed in either country of the Parties, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of DOE to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

8. Arising inventions shall be owned (1) by JAERI in Japan subject to a royalty-free, non-exclusive, irrevocable license to DOE and the nationals of its country designated by it and (2) by DOE in the United States and third countries subject to a royalty-free, non-exclusive, irrevocable license to JAERI and the nationals of its country designated by it.

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

Article VIII

ADDITIONAL PROVISIONS

1. This Agreement shall enter into force upon signature and shall remain in force for a period of five (5) years.

2. This Agreement may be terminated at the discretion of either Party upon 6 months advance notice in writing by the Party seeking to terminate the Agreement.

3. Any 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. In the event of such termination, the settlement of payments from JAERI to DOE and the furnishing of information between DOE and JAERI shall be as mutually agreed.

4. Upon termination of this Agreement, whether in accordance with paragraph 1 or 2 above, the Steering Committee shall decide on the liquidation of the assets of the Doublet III Project acquired pursuant to this Agreement in whole or in part, and any distribution which might be made to the Parties. The Steering Committee shall, so far as practicable, distribute assets of the Doublet III Project, or the proceeds therefrom, in proportion to the contributions and outstanding obligations of the Parties pursuant to this Agreement.

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

6. Activities under this Agreement shall be subject to the applicable laws and regulations of the countries of the Parties. All questions related to this Agreement arising during its term shall be settled by the Parties by mutual agreement.

7. DOE shall be solely responsible for all assets of the Doublet III facility acquired prior to the execution of or outside the scope of this Agreement. The research activities other than those to be carried out by the JAERI team in accordance with the provision of Article II-2 of this Agreement shall be the sole responsibility of DOE.

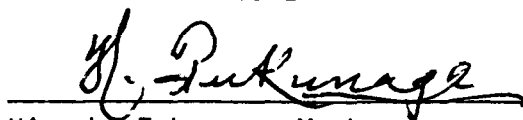
Done at Washington, D. C., this 28th day of August 1979, in duplicate in the English and Japanese languages, both being equally authentic.

FOR THE DEPARTMENT OF ENERGY:



Edwin E. Kintner, Director
Office of Fusion Energy

FOR THE JAPAN ATOMIC ENERGY
RESEARCH INSTITUTE:



Hiroshi Fukunaga, Member
Board of Directors