

Agreement between

the United States Department of Energy

and the

Swiss Confederation

Represented by

the Paul Scherrer Institute, 5232 Villigen PSI, Switzerland

on Cooperation in Nuclear Plant Life Extension Research

Whereas:

The Department of Energy of the United States of America (DOE) and the Paul Scherrer Institute (PSI) of Switzerland (hereinafter referred to as the "Parties") are jointly interested in pursuing a cooperative venture in nuclear research aimed at extending the service life of nuclear power plants.

In order to pursue this cooperative venture, the Parties have agreed to the following:

ARTICLE 1

OBJECTIVE

This Agreement establishes a program of cooperation to resolve issues associated with irradiation-induced and aging-related degradation of plant components, systems and structures in nuclear power plants.

ARTICLE 2

SCOPE

Areas of cooperation shall include the following:

- 2.1 Investigation of low temperature, low fluence neutron embrittlement of reactor supports.
- 2.2 Investigation of metallurgical issues arising from degradation of plant systems, structures and components due to irradiation, temperature and other environmental conditions.
- 2.3 Other areas of mutual cooperation through written task agreements concluded in accordance with Article 5.

ARTICLE 3

FORMS OF COOPERATION

- 3.1 Cooperation under this Agreement, which shall be conducted in accordance with the laws and regulations of the Countries of the Parties, may include, but is not limited to, the following forms:
 - a. Organization of, and participation in, seminars or other meetings on specific agreed topics in the areas listed in Article 2.
 - b. Short visits by specialist teams or individuals to the facilities of the other Party subject to the prior written agreement of the receiving Party.
 - c. Exchange and provision of samples and materials for experiments, testing and evaluation.
- 3.2 Other forms of cooperation may be employed as outlined below, subject in each case by the execution of a separate task agreement between the Parties pursuant to Article 5.

ARTICLE 4

RESPONSIBILITIES

4.1 DOE shall be responsible for:

- a. Sending as soon as possible a detailed list of Shippingport neutron shield tank samples to be provided by DOE to PSI for analysis at PSI.
- b. Shipping such samples to the port of entry in Switzerland.
- c. All necessary and required expenses, safekeeping and insurance during the transport of Shippingport neutron shield tank samples to the port of entry.
- c. Providing PSI with results of any analysis of samples conducted at DOE.

4.2 PSI shall be responsible for:

- a. All necessary and required expenses, safekeeping and insurance during the transport of the samples from the place of entry in Switzerland to the final destination.
- b. Preparing and analyzing samples received from DOE.
- c. Providing DOE with the results of analysis of samples conducted at PSI.

4.3 Upon completion of analysis, disposition of samples shall be determined by mutual consent of the Parties.

ARTICLE 5

TASK AGREEMENTS

Each task agreement concluded pursuant to Articles 2.3 or 3.2 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 co-operation, exchange of equipment, patents, and information disclosure specific to the particular project. Activities under the task agreements may involve, as appropriate, associated firms or laboratories of the Parties or their contractors or subsidiaries.

ARTICLE 6 MANAGEMENT

- 6.1 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 Switzerland, or at such other times and places as agreed.
- 6.2 At their meetings, the Principal Coordinators shall evaluate the status of cooperation under this Agreement. This evaluation may include 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 areas of cooperation listed in Article 2, an assessment of the balances of exchanges under this Agreement within 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.
- 6.3 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 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.
- 6.4 Task agreements executed pursuant to Article 5 for the performance of cooperative activities shall include appropriate provisions for the management of such activities.

ARTICLE 7 PROTECTION AND DISTRIBUTION OF INTELLECTUAL PROPERTY RIGHTS

7.1 Business-Confidential Information

- A. For the purposes of this Agreement, "business-confidential information" means any know-how, technical data, or technical, commercial, or financial information, that is developed outside this Agreement and that meets all of the following conditions:
 - i) It is of a type customarily held in confidence for commercial reasons;
 - ii) It is not generally known or publicly available from other sources;
 - iii) It has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
 - iv) It is not already in the possession of the recipient without an obligation concerning its confidentiality.

- B. Any business-confidential information shall be furnished or transferred only by mutual written agreement of the Parties to the cooperative activity concerned and shall be given full protection in accordance with the laws and regulations of their respective countries.
- C. Any business-confidential information shall be appropriately identified before it is furnished in the course of the cooperative activities under this Agreement. Responsibility for identifying such information shall fall on the Party which furnishes it. Unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws and regulations of its country. Such information shall thereafter be protected in accordance with subparagraph B above.

7.2 Ownership of Intellectual Property Rights

Between each Party and nationals of its country, the ownership of intellectual property rights shall be determined in accordance with its national laws, regulations and practices. Subject to the provisions of Article 7, the Parties may widely disseminate any information exchanged or produced under this Agreement.

7.3 Inventions

- A. For the purpose of this Agreement, the "Invention" means any invention made in the course of the cooperative activities under this Agreement which is or may be patentable or otherwise protectable under the laws of the Parties or any third country.
- B. As to the Invention, the Parties to the cooperative activity concerned shall take appropriate steps, in accordance with the national laws and regulations of the respective countries, to realize the following:
 - i) If an Invention is made as a result of a cooperative activity under this Agreement that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable implementing arrangement:
 - a) the Party whose personnel make the Invention (hereinafter referred to as the "Inventing Party") or the personnel who make the Invention (hereinafter referred to as the "Inventor") have the right to obtain all rights and interests in the Invention in all countries, and
 - b) in any country where the Inventing Party or the Inventor decides not to obtain such rights and interests, the other Party has the right to do so.
 - ii) If the Invention is made by an Inventor of a Party (the "Assigning Party") while assigned to the other Party (the "Receiving Party") in the

course of programs of a cooperative activity that involve only the visit or

- a) in the case where the Receiving Party is expected to make a major and substantial contribution to the programs of the cooperative activity:
 - i. the Receiving Party has the right to obtain all rights and interests in the Invention in all countries, and
 - ii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party or the Inventor has the right to do so;
- b) in the case where the provision in subparagraph (a) above is not satisfied:
 - i. the Receiving Party has the right to obtain all rights and interests in the Invention in its own country and in third countries,
 - ii. the Assigning Party or the Inventor has the right to obtain all rights and interests in the Invention in its own country, and
 - iii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party or the Inventor has the right to do so.
- iii) Specific arrangements involving other forms of cooperative activities, such as joint research projects with an agreed research work scope, shall provide for the mutually agreed upon disposition, on an equitable basis, of rights to the Inventions made as a result of such activities.
- iv) The Inventing Party shall disclose promptly the Invention to the other Party and furnish any documentation or information necessary to enable the other Party to establish rights to which it may be entitled. The Inventing party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights or the rights of the Inventor related to the Invention. Unless otherwise agreed in writing, such restrictions shall not exceed a period of six months from the date of communication of such documentation or information.

7.4 Copyrights

Disposition of rights to copyright-protected works created in the course of the cooperative activities under this Agreement shall be determined on a case-by-case basis as necessary or in the relevant implementing arrangements. The Parties to the cooperative activities concerned may take appropriate steps to secure copyright to works created in the course of the cooperative activities under this Agreement in accordance with the national laws and regulations of the respective countries.

7.5 Other forms of Intellectual Property

For those other forms of intellectual property created in the course of the cooperative activities under this Agreement which are protected under the laws of

either country, disposition of rights shall be determined on an equitable basis, in accordance with the laws and regulations of the respective countries.

7.6 Cooperation

Each Party to the cooperative activity concerned shall take all necessary and appropriate steps, in accordance with the laws and regulations of its country, to provide for the cooperation of its authors and inventors which are required to carry out the provisions of this Annex. Each Party to the cooperative activity concerned assumes the sole responsibility for any award or compensation that may be due its personnel in accordance with the laws and regulations of its country, provided, however, that this Agreement creates no entitlement to any such award or compensation.

ARTICLE 8 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 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 9 LIABILITIES

- 9.1** 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.
- 9.2** 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 9.3.
- 9.3** 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 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 responsibility of each Party to carry out its obligations under this Agreement is subject to the availability of appropriated funds.

ARTICLE 11
DURATION, AMENDMENT AND TERMINATION

- 11.1** This Agreement shall enter into force upon the latter date of signature and subject to Sections 11.2, 11.3 and 11.4, shall continue for a three (3) 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 by either Party, upon six (6) months written notification to the other Party. Such termination shall be without prejudice to rights 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 language.

For the Department of Energy
of the United States of America

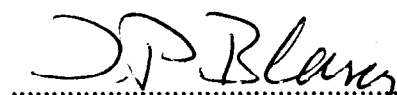

.....
(Signature)

Mary Ann Novak
.....
(Name)

Acting Assistant Secretary
for Nuclear Energy
.....
(Title)

June 13, 1989
.....
(Date)

For the Paul Scherrer Institute
of Switzerland


.....
Signature

Prof. Dr. J.P. Blaser
(Name)

Director
(Title)

24th May, 1989
(Date)