

AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE NATIONAL COOPERATIVE FOR THE STORAGE OF RADIOACTIVE WASTE IN SWITZERLAND
IN THE FIELD OF RADIOACTIVE WASTE MANAGEMENT

WHEREAS

The Department of Energy of the United States of America (DOE) and the National Cooperative for the Storage of Radioactive Waste of Switzerland (NAGRA), hereinafter referred to as the Parties, have a mutual interest in the safe, effective, and economic treatment, handling, isolation, disposal, and retrieval of spent radioactive fuel and separated radioactive waste products;

DOE and NAGRA believe that a cooperative program of equitable sharing of their respective research and development data, technology, and experience in the management of radioactive waste would be of mutual benefit; and

DOE and NAGRA recognize the contribution that such research and development in radioactive waste management can make to protecting the environment, while furthering the safe and economic application of nuclear energy;

DOE is responsible in the United States for the disposal of commercial spent fuel and high level radioactive waste. NAGRA is responsible in Switzerland for the disposal of all radioactive wastes. Consequently, for purposes of this Agreement, NAGRA acts also on behalf of the Swiss Federal Government;

THEREFORE, in consideration of the mutual covenants contained herein, and in conformity with the Agreement for Cooperation between the Government of the United States of America and the Government of Switzerland concerning Civil Uses of Atomic Energy, which was signed at Washington on December 30, 1965, entered into force on August 8, 1966, and was amended on November 2, 1973, with effect from January 29, 1974;

IT IS AGREED AS FOLLOWS

ARTICLE 1 - OBJECTIVES

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. Cooperation between the Parties shall be on the basis of mutual benefit, equality, and reciprocity.

ARTICLE 2 - AREAS OF COOPERATION

The areas of cooperation in the field of radioactive waste management covered by this Agreement may include:

1. Characterization of geologic formations
2. Field and laboratory testing
3. Preparation and packaging of radioactive wastes
4. Disposal in geologic formations
5. Surface and subsurface storage of radioactive wastes
6. Environment and safety issues
7. Design and operational issues
8. Performance assessment issues
9. Transportation requirements
10. Public acceptance issues

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

ARTICLE 3 - FORMS OF COOPERATION

Cooperation under this Agreement may include, but is not limited to, the following forms:

1. 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 Article 5 of this Agreement.
2. Exchange of scientific and technical information, and results of research and development. Such exchanges of information shall be in accordance with Article 6 of this Agreement.
3. Exchange of samples, materials, and equipment for testing, subject in each case to a separate written agreement.
4. Organization of and participation in seminars and other meetings on specific agreed topics in the areas listed in Article 2.
5. Short visits by specialist teams or individuals to the radioactive waste management facilities of the other Party.

6. Observation of and participation in studies dealing with the areas of cooperation listed in Article 2,, subject in each case to a separate written agreement.

7. Joint projects in which the Parties agree to share the work and/or costs, subject in each case to a separate written agreement.

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

ARTICLE 4 - MANAGEMENT

To supervise the execution of this Agreement, each Party shall name a Coordinator. The Coordinators shall normally meet annually to review the past year's activities, to evaluate the status of cooperation, including the balance of exchanges, and to approve plans for the following year's activities. The Coordinators shall also consider any new major proposals for cooperation. Day-to-day management of the cooperation shall be carried out by Correspondents designated by each Coordinator.

ARTICLE 5 - ATTACHMENT OF STAFF

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, travel, and living expenses of its personnel while on attachment to the host Party, unless otherwise agreed.

4. The host establishment shall arrange for accommodations for the attached staff and families of the other Party or its contractors on a mutually agreeable, reciprocal basis.

5. Each Party shall provide all necessary assistance to the attached staff and their families regarding administrative formalities such as travel arrangements and work permits.

6. The attached personnel shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

ARTICLE 6 - EXCHANGE OF INFORMATION

1. General

The Parties agree that information provided, exchanged, or arising under this Agreement may be given wide distribution, subject to the need to protect pro-

proprietary information, to copyright restrictions, and to the provisions of Article 7. Such information may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

2. Use of Proprietary Information

A. 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, exchanged, or arising under this Agreement.
- (ii) The term "proprietary information" means information provided or exchanged which contains trade secrets or commercial or financial information which is privileged or confidential, and may 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.

B. 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 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 National Cooperative for the Storage of Radioactive Waste of Switzerland and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of Governments of the United States and Switzerland 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 concerned Government departments and Government agencies in the country of the receiving Party; and
- (b) prime or subcontractors of the receiving Party working on projects within the geographical limits of the receiving Party's country, 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 pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-section 2.B.(1) above.

- (iii) With the prior 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 sub-section (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 shall grant such approval to the extent permitted by its national policies, regulations, and laws.
- C. 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 Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
 - D. 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.

ARTICLE 7 - PATENTS

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchange of scientists, engineers, and other specialists:

- (a) The Receiving 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 to the Assigning Party, its Government, and its nationals designated by it, in all such countries.
- (b) 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 Receiving Party, its Government, and its nationals designated by it, in such country.

2. With respect to any invention or discovery made or conceived in the course of or under this Agreement by a Party or its contractors as a direct results of employing information which had 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 the grant to the other Party, its Government, and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in all such countries.

3. 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 dissemination shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of the Party reporting the invention to mark appropriately reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

4. Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of this Article and Article 8.

ARTICLE 8 - COPYRIGHTS

Copyrights of the Parties shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 6 above owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce or translate the copyrighted materials.

ARTICLE 9 - DISCLAIMER

The application or use of any information exchanged under 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.

ARTICLE 10 - APPLICABLE LAWS AND REGULATIONS

Cooperation under this Agreement shall be in accordance with the laws and regulations under which each Party operates. All questions relating to this Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 11 - COSTS

Except when otherwise agreed, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. Cooperation under this Agreement shall be subject to the availability of appropriated funds.

ARTICLE 12 - ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force upon the later date of signature and, subject to Paragraph 2 of this Article, shall continue for a five-year period.

2. This Agreement may be amended or extended at any time by mutual written agreement of the Parties.

3. This Agreement may be terminated at any time at the discretion of either Party, upon six months advance notification in writing. Such termination shall be without prejudice to the rights which may have accrued to either Party up to the date of such termination.

Done in duplicate.

FOR THE UNITED STATES
DEPARTMENT OF ENERGY

FOR THE NATIONAL COOPERATIVE FOR THE
STORAGE OF RADIOACTIVE WASTE
OF SWITZERLAND

Benn C. Rusche
(Signature)

Rudolf Rometsch
(Signature)

BEN C. RUSCHE
(Name)
DIRECTOR, OFFICE OF CIVILIAN
RADIOACTIVE WASTE MANAGEMENT
(Title)

Rudolf Rometsch
(Name)
President
(Title)

APRIL 19, 1985
(Date)

April 19, 1985
(Date)