

Project Agreement  
between  
the United States Department of Energy (DOE)  
and the  
National Cooperative for the Storage of Radioactive Waste in Switzerland (NAGRA)  
in the field of Fracture Hydrology

1. This Project Agreement is of the type contemplated by Section 7 of Article 3 of the Agreement of April 19, 1985, between DOE and NAGRA in the field of Radioactive Waste Management (hereinafter the "Waste Management Agreement"). Articles 1, 5, 9, and 10 of the Waste Management Agreement shall apply to this Project Agreement unless specifically changed by this Project Agreement.
2. The objective of this Project Agreement is to provide for the development of a stochastic model for fracture hydrology to be used in both the United States and Switzerland (hereinafter the "Joint Project").
3. The Joint Project shall be carried out using data obtained from potential waste disposal sites in Switzerland. Such data shall be analyzed, and models shall be developed, at DOE's Lawrence Berkeley Laboratory (LBL).
4. As its contribution to the Joint Project, NAGRA shall provide the services of NAGRA staff member Piet Zuidema to work on the model development at LBL, and shall pay to DOE the incremental costs to DOE arising from the Joint Project, not to exceed the level of US\$19,500.
5. As its contribution to the Joint Project, DOE shall provide the services of LBL staff members, the use of an appropriate computer at LBL, and ancillary staff services, required to develop the model and analyze the data.
6. All information provided, exchanged or arising under this Project Agreement may be given wide distribution, subject to the need to protect inventions or discoveries as provided in paragraph 7. below. Such information may be made available to the public by either DOE or NAGRA through its customary channels and in accordance with its normal procedures.
7. With respect to any invention or discovery made or conceived in the course of or under this Project Agreement: (1) NAGRA shall acquire all right, title and interest in and to any such invention or discovery in Switzerland, subject to a non-exclusive, irrevocable, royalty-free license to the DOE, its Government and its nationals designated by it; and (2) DOE shall acquire all right, title and interest in and to any such invention or discovery in the United States and third countries, subject to a non-exclusive, irrevocable, royalty-free license to NAGRA, its Government and its nationals designated by it. Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by NAGRA or DOE until a patent application has been filed in either the United States or Switzerland; provided, however, that this restriction on publication or dissemination shall not extend beyond six months from the reporting of the invention. It shall be the responsibility of DOE to report the invention and to mark appropriately reports which disclose inventions that have not been appropriately protected by the filing of a patent application. DOE and

NAGRA shall each, 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 paragraphs 6. and 7. of this Project Agreement.

8. Cooperation under this Project Agreement shall be subject to the availability of appropriated funds.

9. This Project Agreement shall enter into force upon the later date of signature, and shall continue in force until June 30, 1986, or until the cost-ceiling of US\$19,500 described in Section 4. above is reached, whichever is sooner.

Done in duplicate.

FOR THE UNITED STATES  
DEPARTMENT OF ENERGY



Signature

Ben C. Rusche

Name


Director, Office of Civilian  
Radioactive Waste Management

Title

January 22, 1986

Date

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



Signature

Dr. R. Rometsch

H. Issler

Name

President

Director

Title

February 14, 1986

Date