

**AGREEMENT ON A COLLABORATIVE FUSION FUEL PROCESSING PROGRAM  
AS PART OF THE COOPERATION ON FUSION RESEARCH AND DEVELOPMENT  
BETWEEN  
THE UNITED STATES DEPARTMENT OF ENERGY  
AND  
THE JOINT EUROPEAN TORUS JOINT UNDERTAKING**

Whereas an Agreement for Cooperation Between the European Atomic Energy Community (hereinafter referred to as "EURATOM") and the United States Department of Energy (hereinafter referred to as "DOE") in the Field of Controlled Thermonuclear Research (hereinafter referred to as the "DOE-EURATOM Fusion Agreement") was concluded on December 15, 1986 with the objective to help maintain and intensify cooperation and collaboration in magnetic fusion research and development,

Whereas the Council of the European Communities on May 30, 1978 established the Joint European Torus Joint Undertaking (hereinafter referred to as "JET"), whose aim is to construct, operate, and exploit, as part of the Community Fusion Program, a large torus facility of the tokamak-type in order to extend the parameter range applicable to controlled thermonuclear fusion experiments up to conditions close to those needed in a thermonuclear reactor,

Whereas Article III, paragraph 2, of the DOE-EURATOM Fusion Agreement provides for arrangements to be made between DOE and JET,

Whereas JET is within the framework of the EURATOM Fusion Programme of the European Atomic Energy Community,

Whereas DOE has a substantial program of research in the processing of deuterium-tritium fuel for fusion at its Tritium Systems Test Assembly (TSTA) facility at the Los Alamos National Laboratory (LANL),

Whereas JET shall operate a deuterium-tritium fuel system, the Active Gas Handling System (AGHS), as part of the JET experimental program,

Whereas DOE and JET, each having capabilities which can assist each other in their effort to advance the status of research and development of magnetic fusion energy as a potential energy source, desire to work together in a collaborative program of mutual interest and benefit,

DOE and JET (hereinafter also referred to as the "Participants") agree to a collaborative Fusion Fuel Processing Program as follows:

## ARTICLE 1

### Scope

- 1.1 The objective of the Fusion Fuel Processing Program is to support the design, development, construction, and operation of a system to process and handle the deuterium-tritium fuel (AGHS), which shall be utilized during the operation of the JET device.

- 1.2 The Fusion Fuel Processing Program shall be operated jointly by the Participants under the DOE-EURATOM Fusion Agreement.
- 1.3 This Agreement is not intended to diminish or duplicate any existing agreements between DOE and EURATOM or multilateral agreements to which DOE and EURATOM are parties.

## ARTICLE 2

### The Fusion Fuel Processing Program

- 2.1 The DOE activities of the Fusion Fuel Processing Program shall be centered at TSTA. The operation of the fuel processing loop at TSTA is now funded jointly by the DOE and the Japan Atomic Energy Research Institute (JAERI) under Annex IV of the Implementing Arrangement between DOE and JAERI on Cooperation in Fusion Research and Development (hereinafter referred to as the DOE-JAERI Arrangement). The activities of the Fusion Fuel Processing Program shall not involve the operation of the TSTA fuel processing loop. Activities at TSTA under this Agreement shall not conflict with Annex IV to the DOE-JAERI Arrangement. However, any exchange of information or any experiments conducted at TSTA which involve access to or use of equipment and data jointly developed by DOE and JAERI shall be discussed with JAERI. All data obtained from experiments using these jointly developed components shall be shared with JAERI.

2.2 DOE shall:

1. provide JET with consulting and review of design, specifications, calculations, acceptance tests, instrumentation, and other such items related to the cryogenic distillation system as requested by JET.
2. provide general advice and review of system designs, specifications, test programs, calculations, instrumentation, and other items as requested by JET on other major components of the AGHS at JET.
3. give consideration to any specific proposal by JET for testing of impurity removal schemes using hot graphite beds. Any such experiments shall be discussed and information shared with JAERI. Tritium testing and evaluation of these beds at TSTA may be conducted following establishment of mutually acceptable designs, test plan, and schedule. A decision whether to conduct these tests at TSTA shall be taken by JET before the end of 1989.
4. provide JET with a copy of the Final Safety Analysis Report for the TSTA project.
5. perform a series of joint experiments with JET investigating the contamination of JET torus structural materials and remote maintenance equipment exposed to tritium gas and tritium water

vapor. Residual surface contamination resulting from these exposures shall be determined. Tritium release from these contaminated components during cutting and welding operations shall be measured. The cutting and welding tools and fixtures used in these experiments shall be the actual tools designed and fabricated for use during remote maintenance operations at JET. At the conclusion of the preliminary experiments, the cutting and welding tools shall be exposed to tritium. The residual contamination remaining on these tools following decontamination procedures shall be determined. These tests shall provide JET and the DOE with valuable information on the tritium hazard to be expected when maintenance is performed on the torus during and after the tritium experiments.

6. consider the possibility and feasibility of conducting tritium testing on components that are part of the tritium pellet injector being developed by JET. Specific tests could include: the formation of tritium pellets in situ in the injector by cryocondensation, studies on stabilities, and studies on lifetimes of the tritium pellets accelerated to 3.5-4 kilometers per second. Details of these experiments such as a test plan, schedule, sharing of data, and personnel assignments shall be established by mutual agreement.
7. be responsible for the salaries, insurance and allowances to be paid to LANL staff, all travel and living expenses of LANL staff while on assignment to JET (except travel and living expenses

incurred at the specific request of JET as provided for at 2.3-1), and all other costs and expenses of such assignments except as otherwise provided herein.

2.3 JET shall:

1. be responsible for travel and living expenses incurred by LANL staff in the performance of any consulting and review activities requested by JET.
2. be responsible for designing, constructing, and doing initial testing with deuterium or hydrogen of any hot graphite beds to be evaluated for impurity processing. JET shall provide TSTA staff with all design details of such beds. TSTA staff shall review and analyze the design for tritium compatibility before JET constructs the beds to be used for tritium testing at TSTA.
3. provide LANL staff with copies of the Final Safety Analysis Report pertaining to the JET's AGHS. These documents shall be used only by TSTA staff at the TSTA project. The exchange of other safety related documents shall be negotiated between the two Participants.
4. provide all equipment and test specimens to be exposed to tritium in the joint experiments on tritium contamination of remote handling components at the Experimental Contamination Studies Laboratory at TSTA. This includes all cutting, welding,

and remote handling fixtures to be exposed to tritium in these joint experiments. JET shall provide two people to work with TSTA staff to setup and conduct these experiments and to analyze the resulting data.

5. if there is an agreement to test a tritium pellet injector at TSTA, provide any components and associated equipment necessary.
6. allow DOE to participate in the commissioning and operation of the AGHS at JET. It is understood between the Participants that such participation does not include access to the internal construction of the gas chromatography columns. This participation shall include assignment of personnel from LANL to JET for periods not less than three months at a time to participate in these activities. The specific individuals to be assigned to JET and their numbers must be mutually agreed upon by JET and DOE. The areas of expertise of the assigned personnel shall be negotiated between JET and DOE prior to any such assignments.

### ARTICLE 3

#### Management

- 3.1 The operation of the JET device and the AGHS shall be conducted within the program proposed by JET. Where feasible and desirable, these activities shall be coordinated with other DOE-JET joint programs.

- 3.2 Each Participant shall designate a Program Coordinator who shall be responsible for the technical and managerial oversight of that Participant's portion of the collaborative Fusion Fuel Processing Program. The Program Coordinators shall also be responsible for jointly developing the Work Plan for the collaboration, presenting that Plan to their respective authorities for approval, managing the implementation of the approved Plan, and reporting the results of the work to the Coordinating Committee established under the DOE-EURATOM Fusion Agreement and as requested by their respective authorities.
- 3.3 The Program Coordinators shall also be responsible for the periodic review of the technical context in which the collaborative Fusion Fuel Processing Program is undertaken. If that technical context undergoes significant changes affecting the purpose, direction, priority, and/or scope of the collaboration, then the Program Coordinators shall inform the DOE-EURATOM Coordinating Committee and seek appropriate guidance.
- 3.4 Scientists, engineers, and technicians on assignment from DOE to the JET site under this Agreement shall be invited to participate in all internal meetings of the host group concerning the planning of collaborative activities in so far as these planning meetings are related to the collaborative Fusion Fuel Processing Program. Personnel from JET assigned to TSTA shall have similar access to meetings at that site.



#### ARTICLE 4

##### Incorporation By Reference

- 4.1 Articles V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, and XVI of the DOE-EURATOM Fusion Agreement are hereby incorporated by reference.
- 4.2 The DOE-EURATOM Fusion Agreement is hereby attached to this Agreement as a reference document.

#### ARTICLE 5

##### Information

- 5.1 During the commissioning and operation phase of JET, the DOE can take data generated in this collaborative Fusion Fuel Processing Program and transport these data to the United States for analysis. These data, however, remain the property of EURATOM and shall not be disseminated without the permission of EURATOM. The JET Project may use the data, specifications, designs, system description, safety analysis, recommendations, and similar documentation provided by the DOE under this collaborative program. Such information shall not be disseminated outside the JET Project and its Members without approval of the DOE.
- 5.2 Papers based on theoretical and experimental investigations written under this Agreement must be approved by both Participants before being sent to a publisher. Such publications shall normally be issued in the form of joint reports by the individuals who

contributed to the investigations and shall be handled in accordance with Article 4 herein. Each Participant shall have equal access to data developed from the collaborative Fusion Fuel Processing Program. These publications are to be clearly marked with the following caption: "This work has been performed under a collaboration agreement between the JET Joint Undertaking and the U.S. Department of Energy." Other publications that make use of the unpublished results of the collaborative Fusion Fuel Processing Program shall make reference to this collaborative program in an acknowledgment.

## ARTICLE 6

### Duration and Termination

- 6.1 This Agreement shall enter into force upon signature and shall continue in force until the completion of the tritium operation of JET. The Agreement may be amended or extended by written agreement of each of the Participants as long as the DOE-EURATOM Fusion Agreement is in force.
- 6.2 If necessary, this Agreement may be terminated at any time at the discretion of either Participant upon one year advance notification in writing by the Participant asking to terminate the Agreement. Such termination shall be without prejudice to the rights that may have accrued under this Agreement to either Participant up to the date of the termination.

6.3 In the event that, during the period of this Agreement, the nature of either Participant's magnetic fusion program should change substantially, whether this be by substantial expansion, reduction or transformation, or by amalgamation of major elements with the magnetic fusion program of a third Participant, either Participant shall have the right to request revisions in the scope and terms of this Agreement.

Washington, DC

Done in duplicate at \_\_\_\_\_ this 31st day of January 1989.

FOR THE UNITED STATES  
DEPARTMENT OF ENERGY



(Signature)

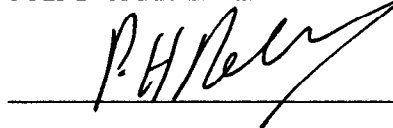
N. Anne Davies

(Printed Name)

Acting Associate Director  
for Fusion Energy

(Title)

FOR THE JOINT EUROPEAN TORUS  
JOINT UNDERTAKING



(Signature)

Paul-Henri Rebut

(Printed Name)

Director

(Title)

AGREEMENT FOR COOPERATION

BETWEEN THE EUROPEAN ATOMIC ENERGY COMMUNITY

AND THE UNITED STATES DEPARTMENT OF ENERGY

IN THE FIELD OF CONTROLLED THERMONUCLEAR FUSION

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AGREEMENT FOR COOPERATION  
BETWEEN THE EUROPEAN ATOMIC ENERGY COMMUNITY  
AND THE UNITED STATES DEPARTMENT OF ENERGY  
IN THE FIELD OF CONTROLLED THERMONUCLEAR FUSION

The Department of Energy of the United States of America (hereinafter referred to as "DOE") and the European Atomic Energy Community (hereinafter referred to as "EURATOM"), hereinafter collectively referred to as "the Parties",

Noting the long history of collaboration between EURATOM and its Member Countries, and DOE and its predecessor agencies, and wishing to maintain the tradition of close and continuing cooperation in the field of magnetic fusion energy,

Desiring to facilitate the achievement of magnetic fusion energy as a potentially environmentally acceptable, economically competitive, and virtually limitless source of energy,

Recognizing the commonality and complementarity of DOE's and EURATOM's programs in magnetic fusion energy research and development,

Taking into account the accomplishments of, and opportunities for, collaboration under the International Energy Agency of the Organization for Economic Cooperation and Development,

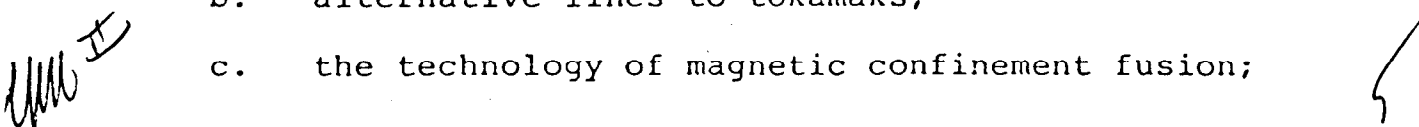
agree as follows:

ARTICLE I

The objective of this agreement is to maintain and intensify cooperation between EURATOM and DOE in the areas covered by their respective magnetic fusion programs, on the basis of equality, mutual benefit and overall reciprocity, in order to develop the scientific understanding and technological capability underlying a magnetic fusion power system.

ARTICLE II

Cooperation under this Agreement (hereinafter referred to as "the Cooperation") shall cover the following areas:

- a. tokamaks, including the large projects of the present generation (including the Joint European Torus and the Tokamak Fusion Test Reactor) and activities related to those of the next generation;
  - b. alternative lines to tokamaks;
  - c. the technology of magnetic confinement fusion;
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- d. plasma theory and applied plasma physics;
- e. program policies and plans; and
- f. other areas as mutually agreed in writing.

### ARTICLE III

1. The implementation of the Cooperation may include, but is not limited to, the following activities:
  - a. exchange and provision of information and data of scientific and technical activities, developments, practices and results, and on program policies and plans;
  - b. exchange of scientists, engineers and other specialists for agreed periods of time in order to participate in experiments, analysis, design and other research and development activities at existing and new research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its associated organizations or contractors in accordance with Article X;
  - c. meetings of various forms to discuss and exchange information on scientific and technological aspects of general or specific subjects and to identify cooperative actions which may be usefully undertaken;
  - d. exchange and provision of samples, materials, instruments and components for experiments, testing and evaluation;
  - e. execution of joint studies, projects or experiments including their joint design, construction and operation; and
  - f. other areas as may be mutually agreed in writing.
2. When necessary, any specific details to implement activities listed in subparagraphs (a) through (d) of 1 above may be determined through consultations or arrangements between DOE of the first part and EURATOM or an entity entitled to act on behalf of EURATOM such as a national organization or organization associated with it within the framework of the Community Fusion Programme or the JET Joint Undertaking (JET) of the other part. Specific terms and conditions necessary to implement activities listed in subparagraphs (e) and (f) above shall be determined through written agreement between DOE of the first part and EURATOM or an entity entitled

to act on behalf of EURATOM such as a national organization or organizations associated with it within the framework of the Community Fusion Programme or JET of the other Part and shall contain:

- a. specific details, procedures and financing provisions for individual cooperative activities;
  - b. assignment of the responsibility for the operational management of the concerned activity to a single organization or operating agent; and
  - c. detailed provisions on dissemination of information and treatment of intellectual property.
3. Each Party shall coordinate its activities under this Agreement, as appropriate, with other international activities related to research and development in magnetic fusion in which the other Party is a participant, in order to minimize duplication of effort.

#### ARTICLE IV

1. The Parties shall establish a Coordinating Committee to coordinate and supervise the execution of activities under this Agreement. The Coordinating Committee shall consist of up to twelve members, half of whom shall be appointed by each Party. The Coordinating Committee shall meet annually, alternately in the United States and in Europe, or at other agreed times and places. Each Party shall nominate one of their appointed members as the Head of its Delegation. The Head of the Delegation of the receiving Party shall chair the meeting.
2. The Coordinating Committee shall review the progress and plans of activities under this Agreement, approve appropriate action and propose, coordinate and approve future cooperative activities that are within the scope of this Agreement with regard to technical merit and level of effort to ensure overall mutual benefit and reciprocity within the Cooperation.
3. All decisions of the Coordinating Committee shall be by unanimity. For making such decisions, each Party shall have one vote to be cast by its Head of Delegation.
4. For periods between meetings of the Coordinating Committee, each Party shall nominate an Executive Secretary to act on its behalf in all matters concerning cooperation under this Agreement. The Executive Secretaries shall be responsible for day-to-day management of the Cooperation.

## ARTICLE V

All costs resulting from the Cooperation shall be borne by the Party that incurs them unless otherwise specifically agreed in writing by the Parties.

## ARTICLE VI

1. The Parties shall support the widest possible dissemination of information for which they have the right to disclose, either in their possession or available to them, and which is provided or exchanged under this Agreement, subject to the need to protect proprietary information, to copyright restrictions, and to the provisions of Article VIII.

2. Use of proprietary information

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 or exchanged under this Agreement.

(ii) The term "proprietary information" means information which contains trade secrets or know-how 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 is to be held in confidence; and
- d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

3. 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 by the providing Party with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under the Agreement



between the United States Department of Energy and the European Atomic Energy Community (EURATOM) of \_\_\_\_\_ (date) \_\_\_\_\_ and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Government of the United States and EURATOM 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 other concerned Government departments and Government agencies in the country of the receiving Party; and
- b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, 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 proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with the restrictive legend substantially identical to that appearing in subparagraph 3(i) above.

(iii) With the prior written 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 subsection (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 will grant such approval to the extent permitted by its national policies, regulations and laws.

4. 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.

5. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff shall be treated by the Parties according to the principles specified in this Article; provided, however, 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 VII

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, but 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. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

#### ARTICLE VIII

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement:
  - a. If made or conceived 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 exchanges of scientists, engineers or other specialists, the Receiving Party shall acquire all rights, title and interest in and to any such invention or discovery in all countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right of the Assigning Party to grant sublicenses under such invention or discovery and any patent application, patent or other protection relating thereto.
  - b. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by another Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all rights, title and interest in and to such inventions or discoveries in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license, with the right of the other Party to grant sublicenses, in and to any such

invention or discovery and any patent application, patent or other protection relating thereto, in all countries.

- c. With regard to exchange of samples, materials, instruments, and components for joint testing, the Receiving Party shall have the same rights as the Receiving Party as set forth in paragraph a. above, and the Assigning Party shall have the same rights as the Assigning Party as set forth in paragraph a. above.
  - d. With regard to other specific forms of cooperation, the Parties shall provide for the appropriate distribution of rights to inventions or discoveries resulting from such cooperation, in accordance with the arrangements foreseen in Article III, paragraph 2 of this Agreement.
2. 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 or authors required to carry out the provisions of this Article and Articles VI and IX. Each Party shall assume the responsibility to pay awards and compensation required to be paid to its own nationals according to its own laws.

#### ARTICLE IX

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials which constitute "information" as defined in paragraph 2(i) of Article VI, owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted materials.

#### ARTICLE X

With respect to the exchange of staff under the Cooperation:

1. Whenever an exchange of staff is contemplated under the Cooperation each Party shall ensure that qualified staff are selected for assignment to the other Party.
2. Each such assignment of staff shall be the subject of a separate assignment agreement between DOE or its contractors of the first part and EURATOM or an entity designated to act on behalf of EURATOM such as a national organization or organizations associated with it within the framework of the Community Fusion Programme or JET of the other part.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.
4. The sending Party shall pay for the travel and living expenses of its staff while on assignment to the receiving Party unless otherwise agreed.
5. The receiving Party shall arrange for adequate accommodations for the assigned staff and their families on a mutually agreeable reciprocal basis.
6. The receiving Party shall provide all necessary assistance to the assigned staff and their families as regards administrative formalities (travel arrangements, etc.).
7. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate assignment agreements.

#### ARTICLE XI

Both Parties agree that in the event equipment, instruments, materials or necessary spare parts (hereinafter referred to as "the equipment, etc.") are to be exchanged, loaned or supplied by one Party to the other, the following provisions shall apply covering the shipment and use of the equipment, etc.:

1. The sending Party shall supply as soon as possible a detailed list of the equipment, etc. to be provided together with the relevant specifications and technical and informational documentation.
2. The equipment, etc. supplied by the sending Party shall remain its property and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.
3. The equipment, etc. shall be brought into operation at the host establishment only by mutual agreement between the Parties.
4. The receiving Party shall provide the necessary premises for the equipment, etc. and shall provide for electrical power, water, gas, etc., in accordance with technical requirements which shall be mutually agreed.

#### ARTICLE XII

Performance of the Parties under this Agreement is subject to the availability of appropriated funds.

### ARTICLE XIII

Cooperation under this Agreement shall be in accordance with the laws of the respective countries and the regulations of the respective Parties.

### ARTICLE XIV

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 XV

1. This Agreement shall enter into force upon signature, shall continue in force for ten years and may be amended or extended by written agreement of each of the Parties.
2. All activities not completed at the expiration of this Agreement may be continued until their completion under the terms of this Agreement.
3. In the event that, during the period of this Agreement, the nature of either Party's magnetic fusion program should change substantially, whether this be by substantial expansion, reduction or transformation, or by amalgamation of major elements with the magnetic fusion program of a third Party, either Party shall have the right to request revisions in the scope and terms of this Agreement.
4. This Agreement may be terminated at any time at the discretion of either Party upon six months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights that may have accrued under this Agreement to either Party up to the date of the termination.

### ARTICLE XVI

1. This Agreement shall apply in so far as the European Atomic Energy Community is concerned, to the territories in which the Treaty establishing the European Atomic Energy Community is applied and under the conditions laid down in that Treaty.
2. In recognition of the fact that all fusion power research and development activities of the individual Member States of the European Atomic Energy Community (EURATOM) are integrated and carried out jointly in the framework of the Euratom fusion program, that Euratom acts on behalf of itself and its fusion power research and

ANNEX I

development associated national organizations in the Euratom Member States, and that Sweden and Switzerland are associated with the Euratom fusion program and are represented in the JET Joint Undertaking, the terms country or national in reference to Euratom in this Agreement shall be understood to be the Member States of Euratom, Sweden and Switzerland. Euratom affirms that all research and development activities in Sweden and Switzerland relating to magnetic fusion energy research and development are covered by Agreements for Cooperation between the European Atomic Energy Community and the Governments of Sweden (Agreement concluded in 1976) and Switzerland (Agreement concluded in 1978) in the field of controlled thermonuclear fusion and plasma physics. Furthermore, Euratom has arranged with Sweden and Switzerland to provide information and patents to the parties and others as provided by the terms and conditions of this Agreement in the same way as this Agreement applies to the associated national organizations in the Euratom Member States.

Done at Brussels

this day of 15 December, 1986

FOR THE DEPARTMENT OF ENERGY  
FOR AND ON BEHALF OF THE  
GOVERNMENT OF THE UNITED STATES  
OF AMERICA

*J. William Middendorf II*  
Name: J. William MIDDENDORF II  
Title: Ambassador of the  
United States to the  
European Communities

FOR THE EUROPEAN ATOMIC ENERGY  
COMMUNITY

*Karl-Heinz Narjes*  
Karl-Heinz NARJES  
Vice-President of the  
Commission of the  
European Communities