

**IMPLEMENTING ARRANGEMENT BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF INDUSTRY AND ENERGY
OF THE KINGDOM OF SPAIN
ON COOPERATION IN RESEARCH ON RADIOLOGICAL EVALUATIONS**

The Department of Energy of the United States of America and the Ministry of Industry and Energy of the Kingdom of Spain, working through the Center for Energy, Environmental, and Technological Research, an autonomous Spanish government agency under the Secretariat of State for Energy and Mineral Resources, hereinafter referred to as the Parties:

Desiring to continue and advance the scientific and technological collaboration in the radiological assessment based on the accidental release of fissionable materials in Palomares, Spain, in 1966, initiated following the exchange of letters between the U.S. Atomic Energy Commission and the Nuclear Energy Office of Spain of February 25, 1966;

Recognizing that the Agreement for Scientific and Technological Cooperation Between the Government of the United States of America and the Kingdom of Spain, signed at Madrid on June 10, 1994, provides for scientific and technological cooperation in such areas as may be mutually agreed;

Noting the benefits to humanity of increased scientific understanding of the radiation effects upon health and the environment;

Hereby agree as follows:

**ARTICLE 1
SCOPE AND OBJECTIVE**

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- A. This Implementing Arrangement is subject to the terms and conditions of the Agreement for Scientific and Technological Cooperation Between the Government of the United States of America and the Kingdom of Spain, signed at Madrid on June 10, 1994, hereinafter referred to as the Umbrella Agreement. In the event of any conflict between the terms and conditions of the Umbrella Agreement and of this Implementing Arrangement, the terms and conditions of the Umbrella Agreement shall govern.
 - B. The objective of this Implementing Arrangement is to establish a framework for scientific and technological cooperation by the Parties in radiological studies resulting from the accidental release of fissionable materials that occurred in Palomares, Spain, on January 17, 1966.
 - C. Cooperation under this Implementing Arrangement may include assessments and scientific validation of the consequences of the release of fissionable materials on health and the environment.

ARTICLE 2 FORMS OF COOPERATION

Cooperation under this Implementing Arrangement may include:

- A. Exchange of information and data on scientific and technical activities, developments, practices, methods, and results;
- B. Exchange of scientists, engineers, and other specialists for agreed periods of time for participation in experiments, analysis, design, and other research and development activities at research centers, laboratories, engineering offices, and other facilities and enterprises of the Parties or of contractors of the Parties;
- C. Short-term visits by staff or assignment of staff, subject to the prior written agreement on each occasion of the Party receiving such staff;
- D. Organization of, and participation in, seminars, workshops, review panels, and other meetings;
- E. Exchange and provision of samples, materials, instruments, and components for experiments, testing, and evaluation;
- F. Execution of joint studies, projects or experiments, including joint design, construction, and operational activities; and G. Other forms of cooperation as mutually agreed by the Parties in writing.

ARTICLE 3 MANAGEMENT

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- A. Each Party shall name one Principal Coordinator to supervise activities under this Implementing Arrangement. The Principal Coordinators shall meet to evaluate the status of cooperation as the Parties deem necessary. Meetings shall be held alternately in the United States and in Spain. The evaluation of the status of cooperation shall include review of the achievements, problems, and effectiveness of activities. The Principal Coordinators shall give consideration to future program opportunities and objectives with a view to maximizing the mutual benefits of cooperation.
 - B. Subject to the prior approval of the Parties, each Principal Coordinator may designate one Technical Coordinator. The Technical Coordinators shall be responsible for management of programs of cooperation and for establishing and maintaining working contacts at the staff level.

ARTICLE 4 PROJECT ANNEXES

When the Parties agree to undertake a cooperative activity as described in Article 2(F), the Parties will conclude a Project Annex. Each such Project Annex shall include detailed provisions for carrying out the specific form of cooperative activity and shall cover such matters as technical scope, management, total costs, cost sharing and schedule, as appropriate. Each such Project Annex shall be attached as an annex to this Implementing Arrangement.


ARTICLE 5 ASSIGNMENT OF STAFF

The following provisions shall apply concerning assignment of staff:

- A. Whenever an assignment of staff is contemplated under this Implementing Arrangement, each Party shall ensure that qualified staff are selected for assignment to the other Party. A Party proposing an assignment of staff shall notify the receiving Party of the name of the persons proposed for the assignment and, upon request of the receiving Party shall provide any relevant information concerning such persons.
- B. Unless otherwise agreed to in writing in a Project Annex, each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff. The Assigning Party shall pay for the travel and living expenses of its staff while on assignment to the receiving Party, unless otherwise agreed by the Parties in writing.
- C. The receiving Party shall assist in arranging for adequate accommodations for the assigned staff and their families on a mutually agreeable reciprocal basis.
- D. The receiving Party shall provide all necessary assistance to the assigned staff and their families as regards administrative formalities (i.e., travel arrangements).
- E. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the establishment of the receiving Party, unless otherwise agreed in a separate assignment agreement.

ARTICLE 6 EXCHANGE OF EQUIPMENT

The following provisions shall apply concerning exchanges of equipment:

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- A. A Party may provide equipment to be utilized in a joint activity as mutually agreed by the Parties in writing. The Party providing the equipment shall supply to the receiving Party, in a timely manner, a detailed list of the equipment to be provided, relevant specifications, and appropriate technical and informational documentation related to the use, maintenance, and repair of the equipment provided.
 - B. The receiving Party shall use its best efforts to facilitate entry into and exit from its territory of equipment of the other Party.
 - C. The receiving Party shall provide premises for equipment provided, and shall provide utilities such as electric power, water, and gas, as necessary for its efficient operation. The receiving Party normally shall provide materials to be tested, which meet technical requirements as mutually agreed by the Parties. The receiving Party shall bring equipment provided by the other Party into operation at the host establishment only as mutually agreed by the Parties.
 - D. A Party sending equipment and spare parts to the other Party for use in joint activities shall retain title to equipment and necessary spare parts, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed by the Parties in writing.

ARTICLE 7 AVAILABLE INFORMATION

- A. The Parties shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Parties. The Parties share the objective of providing adequate and effective protection for intellectual property created or furnished in support of this Implementing Arrangement.
- B. Information transmitted by one Party to the other Party under this Implementing Arrangement 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.

ARTICLE 8 INTELLECTUAL PROPERTY

The provisions for the protection and allocation of intellectual property and the treatment of business-confidential information set forth in Annex I to the Umbrella Agreement shall apply to all activities carried out under this Implementing Arrangement.

ARTICLE 9 SECURITY OBLIGATIONS

- A. No information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Implementing Arrangement. In the event that information or equipment, which is known or believed to require such protection, is identified in the course of cooperative activities undertaken pursuant to this Implementing Arrangement, it shall be brought immediately to the attention of the appropriate officials, and the Parties shall consult to identify and agree upon appropriate security measures for the protection of the information and equipment.
- B. The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer of such information or equipment shall be incorporated into the contracts or project annexes. Export-controlled information shall be marked to identify it as export-controlled and identify any restrictions on further use or transfer.

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ARTICLE 10 COSTS

Unless otherwise agreed in writing, costs resulting from activities under this Implementing Arrangement shall be the responsibility of the Party that incurs them.

ARTICLE 11 APPLICABLE LAW

Cooperation under this Implementing Arrangement shall be conducted according to the international obligations, laws and regulations of the Parties, and shall be subject to the availability of appropriated funds.

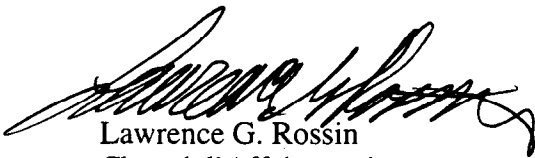
**ARTICLE 12
FINAL PROVISIONS**

- A. This Implementing Arrangement will enter into force upon signature and remain in force for ten (10) years, and be automatically renewed for five-year periods. It may be amended by written agreement of the Parties.
- B. The Parties may continue all activities initiated but not completed at the expiration of this Implementing Arrangement until their completion as mutually agreed in writing by the Parties.
- C. Either Party may terminate this Implementing Arrangement at any time upon 6 months advance written notification. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Implementing Arrangement up to the date of termination.

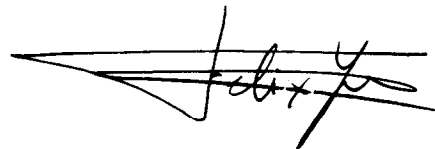
Done at *Madrid*, this *9th* day of *1997*, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF INDUSTRY
AND ENERGY
OF THE KINGDOM OF SPAIN
(CENTER FOR ENERGY,
ENVIRONMENTAL, AND
TECHNOLOGICAL RESEARCH)



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CIEMAT (RD 1701/1995)

Ref.: 97/079

ACUERDO DE COOPERACIÓN

ENTRE

EL DEPARTAMENTO DE ENERGÍA DE ESTADOS UNIDOS

Y

EL MINISTERIO DE INDUSTRIA Y ENERGÍA DEL REINO DE ESPAÑA.

Cooperación en la Investigación sobre Estudios Radiológicos.