AGREEMENT

between

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

and

THE COMMISSARIAT A L'ENERGIE ATOMIQUE OF FRANCE

in the field of

RADIOACTIVE WASTE MANAGEMENT

WHEREAS

The Department of Energy of the United States of America (DOE) and the Commissariat à l'Energie Atomique of France (CEA), hereinafter referred to as the Parties;

Having a mutual interest in the safe, effective and economic retrieval, treatment, conditioning, handling, isolation, storage, long-term management of spent radioactive fuel and separated radioactive waste products;

Having cooperated in the area of radioactive waste management under the Agreement between the United States Department of Energy and the French Commissariat à l'Energie Atomique in the Field of Radioactive Waste Management of July 26, 1983, as extended, and the subsequent agreement of September 29 and October 8, 1995; and

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

THEREFORE, it is agreed as follows:

ARTICLE 1 - OBJECTIVE

1.1. The objective of this Agreement is to continue and expand cooperation between the Parties in the field of radioactive waste management of the nuclear fuel cycle.

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

ARTICLE 2 - AREAS OF COOPERATION

2.1. The areas of cooperation may include:

a. Solid and liquid waste treatment and immobilization;
b. Embedding and packaging of wastes;
c. R&D and qualification on containers for spent fuel and radioactive waste;
d. Package characterization;
e. Spent fuel and waste behavior in interim or long term storage and final disposal;
f. Geochemistry and migration of radionuclides;
g. Decontamination and decommissioning;
h. Transportation requirements;
i. Waste characterization; and
j. Such other areas of cooperation as the Parties may agree to in writing.

2.2. Information exchanged by the Parties in these areas will address operational considerations, environmental and public safety considerations, and public acceptance issues.

ARTICLE 3 - FORMS OF COOPERATION

Cooperation under this Agreement may include the following forms:

3.1. Exchange, on a current basis, of scientific and engineering information, and results and methods of research and development;

3.2. Organization of, and participation in, seminars or other meetings on specific agreed topics in the areas listed in Article 2;

3.3. Short visits by specialist teams or individuals to the experimental and operational radioactive waste management facilities of the other Party, subject to the prior written agreement of that Party;

3.4. Assignment of the staff of one Party, its contractors or subsidiaries to the radioactive waste management facilities of the other Party, its contractors or subsidiaries for participation in agreed research, development, design, analysis or other experimental activities, and ongoing operations in the field of radioactive waste management;

3.5. Exchange of radioactive waste samples, materials and equipment for testing;

3.6. Exchange of technology and engineering drawings (including specifications of components and of industrial plants);

3.7. Joint projects in which the Parties agree to share the work and/or costs;

3.8. Such other forms of cooperation as the Parties may agree.

ARTICLE 4 - IMPLEMENTING ARRANGEMENTS

When the Parties agree to undertake a form of cooperation set forth in Article 3.4.-3.8., the Parties shall conclude an Implementing Arrangement, which shall be subject to this Agreement. Each Implementing Arrangement shall include detailed provisions for carrying out the activity, and shall cover such matters as technical scope, total costs, cost-sharing between the Parties, project schedule, management of the cooperation, exchange of equipment, and any special provisions specific to the particular project. Activities under Implementing Arrangements may involve, as appropriate, associated firms or laboratories of the Parties or their contractors or subsidiaries.

ARTICLE 5 - MANAGEMENT

5.1. To supervise the execution of this Agreement, each Party shall name a Principal Coordinator. The Principal Coordinators shall meet each year, alternately in the United States and in France, or at such other times and places as agreed.

5.2. 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 various areas of cooperation listed in Article 2, an assessment of the balances of exchanges under this Agreement within each of 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.

5.3. 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 technical areas listed in Article 2, within policy guidelines established by the Principal Coordinators. The Technical Coordinators shall be responsible for working contacts between the Parties in their respective areas of cooperation.

ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS

The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement and shall apply to all activities conducted under the auspices of this Agreement.

ARTICLE 7 - 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, 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 - PERSONNEL ASSIGNMENTS

8.1. Whenever an assignment or exchange of personnel is contemplated under Article 3.4., each Party shall ensure that qualified personnel are selected for assignment to the other Party.

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

8.3. The receiving Party shall assist in locating accommodations for assigned personnel and families of the other Party or its contractors on a mutually agreeable reciprocal basis.

8.4. The receiving Party shall provide all necessary assistance to the assigned personnel and their families regarding administrative formalities such as assistance in making travel arrangements and applying for work permits.

8.5. Assigned personnel 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. Such special rules of work may include restrictions on access to sensitive or classified facilities or areas.

8.6 The receiving Party shall provide assistance to the assigned personnel by placing at their disposal any office, supporting facilities and services which are necessary for them to fulfill their duties as agreed upon by the Parties.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Each Party's activities under this Agreement shall be in accordance with its national laws and regulations.

9.2. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

9.3. Except when otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. The responsibilities of each Party to carry out its obligations under this Agreement are subject to the availability of personnel and appropriated funds.

ARTICLE 10 - SECURITY OBLIGATIONS

If either Party believes that information or equipment proposed to be provided or exchanged under this Agreement requires protection in the interests of that Party's national defense or foreign relations, that Party shall so notify the other Party, and the Parties shall promptly consult to identify and agree upon appropriate measures for the protection of the information or equipment.

ARTICLE 11 - EXCHANGE OF EQUIPMENT AND MATERIALS

Equipment or materials may be provided by one Party to the other Party for the purposes of this Agreement and any Implementing Arrangement under conditions to be agreed and detailed in such Implementing Arrangements.

ARTICLE 12 - DURATION, AMENDMENT AND TERMINATION

12.1. This Agreement shall enter into force upon the last date of signature and shall remain in force for five (5) years. This Agreement shall be automatically renewed for five (5) year periods unless either Party notifies the other in writing at least six (6) months prior to the expiration of the first five-year period or any succeeding five-year period of its intent to terminate the Agreement. The Agreement may be amended in writing by the Parties.

12.2. This Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

12.3. Joint projects and experiments not completed at the termination of this Agreement may, on agreement of the Parties, be continued until their completion under the terms of this Agreement.

DONE at Washington, D.C. this 23rd day of May, 2002, in duplicate in the English and French languages, each text being equally authentic.

FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA:

FOR THE COMMISSARIAT À L'ENERGIE ATOMIQUE OF FRANCE:

ANNEX I - INTELLECTUAL PROPERTY

Pursuant to Article 6 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Implementing Arrangements. The Parties agree to notify one another as soon as possible of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property as soon as possible. Rights to such intellectual property shall be allocated as provided below:

A. Scope

1. This Annex is applicable to all cooperative activities undertaken by the Parties or by the relevant entities (hereafter "cooperative entities") pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their relevant entities.

2. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the convention establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

3. This Annex addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party or cooperative entities can obtain the rights to intellectual property allocated in accordance with this Article. The allocation between a Party and the participants on behalf of this Party in the cooperative activities, which shall be determined by the Party's laws and practices, shall not be altered or prejudiced by application of this Annex.

4. Disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

5. Termination or expiration of this Agreement shall not affect the rights or obligations under this Annex. DOE Comment: While this is duplicative to Article 12.2, DOE does not object to the inclusion of this provision in Annex A.

B. Allocation of Rights

1. Each Party, subject to the restrictions of Section C of this Annex, shall be entitled to a nonexclusive, irrevocable, royalty-free license in all States to translate, reproduce, and publicly distribute scientific and technical journal articles, and publicly available reports directly arising under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named. Each Party or its relevant entities shall have the right to review a translation prior to public distribution.

2. Rights to all forms of intellectual property, other than those rights described in B.1. above, shall be allocated as follows:

a. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the rules of the host institution, unless a specific agreement is or has been signed between the host and forwarding institutions. In addition, each visiting researcher named as an inventor shall be entitled to treatment as a national of the host State with regard to awards, bonuses, benefits, or any other rewards, in accordance with the rules of the host institution.

b. 1) For intellectual property created during joint research, the Parties or their relevant entities shall jointly develop a technology management plan either prior to the start of their cooperation, for example in research areas likely to lead rapidly to industrial applications, or within a reasonable time from the time a Party becomes aware of the creation of intellectual property. The technology management plan shall consider the relevant contributions of the Parties and their relevant entities, the benefits of exclusive or non-exclusive licensing by territory or for field of use, requirements imposed by the Parties' domestic laws, and other factors deemed appropriate. If needed, the technology management plan shall be jointly modified or completed in a timely fashion, subject to the approval of both Parties or their relevant entities.

2) If the Parties or their relevant entities cannot agree on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the intellectual property in question, each Party may designate one co-exclusive licensee to have world-wide rights to said intellectual property. Each Party shall notify the other two months prior to making a designation under this paragraph. When both Parties (or their licensees) exploit the intellectual property in a country, they

shall share equally the reasonable cost of intellectual property protection in that country.

3) A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant cooperative project, otherwise the allocation of rights to intellectual property will be in accordance with section B.2.a).

4) In the event that either Party believes that a particular joint research project under this Agreement will lead, or has led, to the creation or furnishing of intellectual property of a type not protected by the applicable laws of one of the Parties, the Parties shall immediately hold discussions to determine the allocation of the rights to the said intellectual property; the joint activities in question will be suspended during the discussions, unless otherwise agreed by the Parties thereto. If no resolution can be reached within a three month period from the date of the request for discussions, the Parties shall cease the cooperation in the project in question. Notwithstanding sections B.2.a) and b), rights to any intellectual property which has been created will be resolved in accordance with the provisions of section A.4.

C. Business-Confidential Information

In the event that information identified in a timely fashion as business-confidential information is furnished or created under this Agreement, each Party and its relevant entities shall protect such information in accordance with applicable laws and regulations. Information may be identified as business-confidential information if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. Without prior written consent, neither of the Parties shall disclose any business-confidential information provided by the other Party except to appropriate employees and government personnel. If expressly agreed between the Parties, business-confidential information may be disclosed to prime and subcontractors. Such disclosures shall be for use only within the scope of their contracts with the Parties relating to cooperation under the Agreement. The Parties shall impose, or shall have imposed, an obligation on those receiving such information to keep it confidential. If one of the Parties becomes aware that, under its laws or regulations, it will be, or may reasonably be expected to become, unable to meet the non-disclosure provisions, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.