

AGREEMENT

between

THE UNITED STATES DEPARTMENT OF ENERGY

and

THE UNITED KINGDOM ATOMIC ENERGY AUTHORITY

in the field of

DECOMMISSIONING NUCLEAR FACILITIES

THIS AGREEMENT made as of the 1st day of March 1985

BETWEEN

THE UNITED STATES DEPARTMENT OF ENERGY
(hereinafter referred to as "USDOE")
having their principal office at
1000 Independence Avenue, S.W.
Washington, DC 20585

- and -

THE UNITED KINGDOM ATOMIC ENERGY
AUTHORITY
(hereinafter referred to as "UKAEA")
having their principal office at
11 Charles II St, London, SW14QP
hereinafter called the Parties

WHEREAS

USDOE and UKAEA have a mutual interest in cooperation by means of technical exchanges in the field of decommissioning nuclear facilities. USDOE and UKAEA recognize the need to establish procedures governing the exchange of information in connection with future cooperation and to provide for the possibility of short term assignments of personnel to key decommissioning projects.

It is agreed as follows

ARTICLE 1

The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reciprocal (balanced) exchange of decommissioning technology and experience.

ARTICLE 2

The subjects of cooperation are listed in Appendix I to this Agreement and may be modified by written amendment to this Agreement. This cooperation shall not include any information or matters with a national security classification.

ARTICLE 3

Cooperation in accordance with this Agreement may include, but is not limited to, the following forms:

1. Exchange of scientific and technical information and results relevant to the topics of the exchange as listed in Appendix I.
2. Short visits by specialist teams or individuals to the appropriate facilities of the other Party.
3. Short term assignments of staff from one Party to the other may be arranged, and each such assignment shall be the subject of a separate agreement pursuant to Article 12 of this Agreement.
4. Exchanges of samples, materials, instruments, components, and equipment for testing. Each such exchange shall be the subject of a separate written agreement.

Other specific forms of cooperation may be agreed by the Parties from time to time in writing.

ARTICLE 4

1. General

The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder and to the provisions of Article 6.

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 or exchanged under this Agreement.
- (ii) The term "proprietary information" means information 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 by the Party transmitting the document with the following restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated _____ between the United States Department of Energy and United Kingdom Atomic Energy Authority and shall not be disseminated outside these organizations, their contractors, licensees, and the concerned departments and agencies of Governments of the United States and United Kingdom 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;
- (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; and
- (c) organizations licensed by the receiving Party in the field of decommissioning techniques and technology for use only within the terms of such licenses;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-section 2.B.(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 sub-section. 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. Information arising from seminars and other meetings arranged under this Agreement 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 5

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 6

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 (Recipient Party) or its contractors in connection with exchanges of scientists, engineers, and other specialists:
 - (1) 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, under any such invention or discovery and any patent application, patent, or other protection relating thereto.
 - (2) 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, under any 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 results of employing information which has 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 and to any such invention or discovery and any patent application, patent, or other protection relating thereto, in all countries.

- c. With regard to other specific forms of cooperation, including exchanges of samples, materials, instruments, components, and equipment as provided in Article 3 of this Agreement, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

ARTICLE 7

Each Party shall be prepared to advise the other upon specific request and to the best of its ability on particular questions involving the topics of this Agreement.

ARTICLE 8

A coordinator shall be designated by each Party, who shall develop and control the arrangements and procedures for implementing the cooperation, in particular the effective exchange of information under this Agreement. Approximately annually, the coordinators shall organize joint working sessions at which achievements, problems, effectiveness, and future programs will be discussed with the objective of improving the cooperation. These working sessions will normally be held in the United States and the United Kingdom on alternate years. Other visits may be requested by either Party in addition to the annual working sessions.

ARTICLE 9

It is understood that the ability of the Parties to carry out their obligations under this Agreement is subject to the availability of appropriated funds. Cooperation under this Agreement shall be in accordance with the laws of the respective countries of the Parties. All questions regarding the interpretation of this Agreement shall be settled by mutual agreement between the Parties.

ARTICLE 10

No provision is made for reciprocal cost reimbursement between the Parties such as travel expenses and subsistence allowances for their staff members and cost of transport for apparatus and other equipment transported under this Agreement into the territory of the other Party. Except when otherwise specifically agreed at the time, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

ARTICLE 11

1. This Agreement shall enter into force upon signature and shall continue in force for a period of four years unless sooner terminated in accordance with paragraph 4 below.
2. This Agreement may be amended or extended at any time by written agreement of the Parties.
3. Cooperation under this Agreement shall be reviewed by the Parties at the end of the third year this Agreement has been in force to consider the possibility of a mutually-agreeable extension of the Agreement.
4. This Agreement may be terminated at any time upon six months advance notice in writing by either Party. Such termination shall be without prejudice to the rights which may have accrued to either Party up to the date of termination.

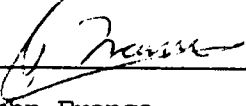
ARTICLE 12

1. Short term assignments of qualified personnel from one Party to the other may be arranged and each assignment shall be subject to a separate agreement.
2. Each personnel assignment agreement shall be subject to the terms of this Agreement.
3. Each agreement for personnel assignment shall include statements regarding the name of the assignee, the location of the assignment, the attachment in the Recipient Party organization, the nature of the duties in the Recipient Party organization, the term of the assignment, provisions to be made by the Recipient Party for support functions, costs to be borne by the Assigning Party and the Recipient Party, provisions for liability in the event of accident or other casualties, availability of reports and other information prepared by the assignee, protection of proprietary information, rights to inventions and discoveries made by the assignee arising from the assignment, and other matters that are deemed appropriate by the Parties.
4. Each Party shall be responsible for the salary, allowances, insurance, travel, living expenses, and any other costs that may be identified in the personnel assignment agreement.
5. Each Party shall provide office space, secretarial assistance, telephone access, and other office support to the assigned personnel.
6. Assigned personnel shall conform to the general and special rules of work and safety regulations in force at the Recipient Party's establishment.

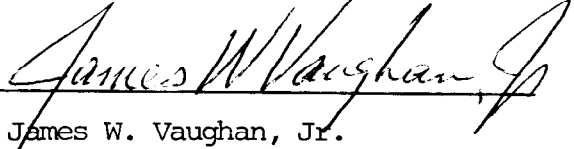
Agreement Between the United States Department of Energy
and the United Kingdom Atomic Energy Authority in the
Field of Decommissioning Nuclear Facilities

Done in duplicate at Washington, D.C. this 1st day of March, 1985.

For the United Kingdom Atomic Energy Authority:

Signature: 
Name : John France
UKAEA Attache
Title : British Embassy, Washington, D.C.

For the United States Department of Energy

Signature: 
Name : James W. Vaughan, Jr.
Title : Acting Assistant Secretary for Nuclear Energy

APPENDIX I

Technical Areas of Cooperation and Exchange

1. Information on the planning and accomplishment of the Shippingport Station Decommissioning Project and the Windscale AGR decommissioning project. The information exchanged will include the techniques used, schedule, costs, manpower, radiation exposures, and waste arisings, as well as other matters relevant to these projects. The treatment, packaging, storage, transportation and disposal methods, and costs for wastes arising from the decommissioning operations for these projects will be included.

The Organisation for Economic Co-operation and Development, Nuclear Energy Agency (NEA), may propose an NEA-sponsored cooperative project for information exchange among countries sponsoring major reactor dismantling projects. If the NEA cooperative project is established and the UKAEA and USDOE agree, the exchange of information on the Shippingport and Windscale AGR decommissioning projects could be implemented under the NEA-sponsored project.

2. Information on other reactor and fuel cycle decommissioning projects that are being conducted in the Department of Energy Surplus Facilities Management Program or in the United Kingdom Atomic Energy Authority program. The information exchange will be the same in scope as that exchanged for the Shippingport and Windscale AGR decommissioning.

3. Information on technology research and development for decommissioning including techniques, performance characteristics, costs, and other features relevant to use of the technology for decommissioning.