

***Arrangement for Information Exchange
and Cooperation
in the Area of Peaceful Uses
of Nuclear Energy***

***Between
Argonne National Laboratory and
Atomic Energy Commission of Costa Rica***

Section 1 - Background

Atomic Energy Commission of Costa Rica (CEAC) and Argonne National Laboratory (ANL), a facility owned by the United States Department of Energy (DOE), which is operated by the University of Chicago under contract W-31-109-38, include with their respective missions development and dissemination of information in the field of peaceful uses of nuclear energy. CEAC and ANL, hereinafter referred to as the Participants, recognize the intent of the United States and Costa Rica in promoting cooperation in the field of peaceful uses of nuclear energy, as called for in Article IV of the Treaty on the Non-Proliferation of Nuclear Weapons.

The participants desire to exchange technical information and to cooperate in the field of peaceful uses of nuclear energy by means of a cooperative institutional relationship.

ANL is participating in activities covered under this Agreement at the request of the United States Arms Control and Disarmament Agency (ACDA).

Section 2 - Purpose

This agreement is to establish the basis for a cooperative institutional relationship between the Participants for the exchange of scientific and technological information regarding the peaceful uses of nuclear energy.

Section 3 - Forms of Cooperation

- A. The activities carried out by the Participants under this Arrangement may include the following:
1. Exchange and provision of scientific and technical information which the Participants have a right to disclose and which does not include classified information under the laws of the United States of America or of Costa Rica;
 2. Short visits by expert teams of individuals to CEAC and its facilities and ANL and its facilities;
 3. Personnel assignments of individuals to CEAC and its facilities and ANL and its facilities;
 4. Exchange and provision of samples, materials (excluding nuclear materials as defined in 22 U.S.C. Section 3203), instruments and components for testing;
 5. Training of scientific and technical personnel by means of fellowship or work periods in laboratories or through the organization of seminars or specific

- courses;
 - 6. Use of unclassified facilities and equipment owned and operated by CEAC;
 - 7. Assistance in the purchase of items of laboratory equipment which are difficult to obtain through normal sources in a timely manner;
 - 8. Joint projects in which each Participant will be responsible for the costs it incurs; and
 - 9. Other specific forms of collaboration as may be added by mutual written agreement of the Participants.
- B. The Participants further intend that the details of any cooperation under this Agreement will be confirmed in writing by the Participants. If the Participants desire to undertake a joint project in which the Participants intend to share the work and/or costs of a project, or desire to undertake a project which could result in the creation of intellectual property, the Participants will initiate an appropriate agreement, the form, terms, and conditions of which will be approved by ACDA, DOE and CEAC. Each such agreement will include appropriate provisions for carrying out the joint project and will include such matters as technical scope, intellectual property protection and allocation, management, costs, **cost-sharing** and schedule.

Section 4 - Coordination

Each Participant will designate a coordinator to evaluate the degree of progress of activities, to consider and act upon new proposals for collaboration, and to supervise activities.

Section 5 - Use of Equipment and Materials

- A. Any equipment or materials provided to CEAC by **ANL** will be used only for peaceful purposes.
- B. In accordance with U.S. laws and regulations and with the terms of its contract with DOE, **ANL** may permit CEAC to use equipment owned by the United States Government (i.e., laboratory equipment and computers) to facilitate cooperative efforts under this Arrangement. Such use of such property by CEAC will be permitted **only** in accordance with written agreement between the Participants and approved by ACDA, DOE and CEAC. Each such agreement will contain, at a minimum, the following provisions:
 - 1. The United States Government shall retain title to such property. CEAC will use such property only to further the purposes of the agreement.

2. CEAC will maintain property control records in accordance **with** sound industrial practice and will make such records available to ANL for inspection at all reasonable times. In addition, CEAC will:
 - a. Provide to ANL on an annual basis, a listing of all property made available to it under each agreement; and
 - b. Every two years, conduct a physical inventory of such property and provide to **ANL** a signed statement indicating that such inventory was completed, the date it was completed, and a listing of any and all deficiencies disclosed by the physical inventory
3. Upon delivery of such equipment to CEAC, it will assume the risk and responsibility for its loss or damage, except:
 - a. For reasonable wear and tear
 - b. To the extent equipment is consumed in carrying out the purposes of the agreement; or
 - c. As otherwise provided by the terms of the agreement.
4. Neither ACDA, DOE nor ANL will make any warranty whatsoever with respect to such equipment.
5. At its expense, CEAC may repair or modify such equipment pursuant to the terms of the agreement. Any repair or modification will not affect the title of the U.S. Government in such property.
6. CEAC will follow the **ANL** coordinator's directions regarding the disposition of all such equipment not consumed in furthering the purposes of the agreement or previously returned to ANL.
7. Any disagreement will be resolved in accordance with the laws and regulations applicable to ANL operations for U.S. Government property.

Section 6 - Inform&ion

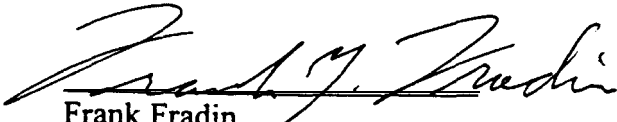
- A. The Participants will make available to each other nonproprietary information **which** each Participant has the right to disclose. Unless otherwise agreed in writing, no proprietary information will be exchanged.
- B. The Participants understand that the information supplied, or exchanged as a consequence of implementing the Agreement will be used only for peaceful purposes and not for any military or nuclear explosive purposes.

Section 7 - General Provisions

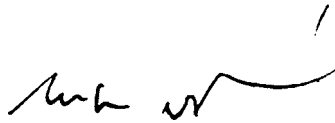
- A. This arrangement shall enter into force upon signature and shall remain in force for five years. This Arrangement may be extended for five-year periods upon agreement by the Participants.
- B. This Arrangement may be amended in writing by the Participants and may be terminated at any time by either Participant upon six months written notice to the other Participant.
- C. Cooperation under this Arrangement will be in accordance with applicable laws and regulations under which each participant operates.
- D. The Arrangement is not intended to create legally binding obligations between the Participants. It is anticipated that each Participant will assume responsibility for, and provide funding, to cover the costs individually incurred in participating in cooperation under this Arrangement. The participants understand that the cooperative activities are subject to available funds, personnel, and approval of their respective governments.
- E. Neither Participant makes any warranty of any kind with respect to materials, information, or services that may be furnished to the other Participant in connection with the activities anticipated under this Arrangement.

Made of this 17 day of November 1998.

For the Regents of the
University of Chicago, as
Operator of Argonne National
Laboratory:


Frank Fradin
Interim Director

For the Costa Rican Atomic
Energy Commission:


Emique Gongora
Director