

PROTOCOL 1

TO

THE AGREEMENT AMONG THE EUROPEAN ATOMIC ENERGY COMMUNITY, THE GOVERNMENT OF JAPAN, THE GOVERNMENT OF THE RUSSIAN FEDERATION, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON COOPERATION IN THE ENGINEERING DESIGN ACTIVITIES FOR THE INTERNATIONAL THERMONUCLEAR EXPERIMENTAL REACTOR

The European Atomic Energy Community (Euratom), the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America ("the Parties"),

HAVING REGARD to the Agreement on Cooperation in the Engineering Design Activities (EDA) for an International Thermonuclear Experimental Reactor (ITER), concluded among the Parties on July 21, 1992 ("the Agreement"), and in particular to Article 3 thereof,

HAVE AGREED AS FOLLOWS:

Section 1 - Special Working Groups

In accordance with Article 10 of the Agreement, two Special Working Groups (SWG) shall be established.

SWG 1 shall conduct the review as defined in Section 2.

SWG 2 shall submit, not later than three months after entry into force of the Agreement, guidelines for implementation of task assignments, as defined in Section 3(1), to the Council for its approval, and prepare in accordance with Section 4 a draft of Protocol 2.

Section 2 - Review of the Conceptual Design

SWG 1 shall, based on the Conceptual Design Report, review the detailed technical objectives along with technical approaches to determine the best practicable way to achieve the programmatic objective of ITER, as described in Article 1(2) of the Agreement.

SWG 1 shall submit, not later than three months after entry into force of the Agreement, its findings in a Review Report to the Council for its approval.

Section 3 - Task Assignment

(1) In proceeding toward the assignment of tasks to each of the Home Teams in developing the Work Program,

a) the Director shall, acting in close interaction with the Home Team Leaders,

- identify the tasks to be performed by the Home Teams and draw up a list of these tasks,

- draw up a detailed technical description of each task including schedules, deliverables and an indication of facilities and background information needed for its implementation, and
  - send a list of the tasks together with their technical description to each Home Team Leader;
- b) each Party shall, within two months after receipt of the list and technical description, send to the Director in writing
- an estimate of all resources required for each task on the list, and
  - an expression of interest, in order of priority, in the implementation of certain tasks, and, where such interest is expressed,
  - a description of its capability to meet the specifications and schedules as well as the availability of necessary facilities and know-how,
  - an indication of where the work would be performed, and
  - an evaluation of the technical risk and, in case of high technical risk, possible suggestions for parallel efforts; and
- c) on the basis of this material and of the guiding principles set out in Annex B,1(C) to the Agreement and of the guidelines established by SWG 2, the Director shall propose in the draft Work Program to be submitted by the Director to the Council pursuant to Article 11 of the Agreement, the assignment of the tasks to each of the Home Teams.

#### Section 4 - Protocol 2

- (1) SWG 2, assisted by the Director and the Joint Central Team, shall draft Protocol 2 and submit a draft to the Council not later than ten months after entry into force of the Agreement.
- (2) In drafting Protocol 2, the SWG 2 shall consider, among others, the following items:
  - new tasks to be initiated,
  - duration of Protocol 2,
  - consequences of inadequate performance of tasks assigned to a Home Team,
  - possible need for SWGs and their tasks,

- detailed functions and responsibilities of the Council, the Director, and the MAC, with respect to the implementation of Protocol 2, and
- any necessary changes to items described in Protocol 1.

#### Section 5 - Design and R&D Tasks

- (1) The Appendix, which shall form an integral part of this Protocol, contains
  - a first set of initial tasks relating to research and development work the implementation of which shall commence upon entry into force of this Protocol, and
  - the assignment of each of these tasks to a Home Team.
- (2) In addition to the tasks defined in the Appendix, the Director may, before the approval of the Work Program by the Council, identify further tasks, the assignment of which should not wait for that approval. In this event, the Director shall draw up a technical description of the task in conformance with Annex B,1(A) to the Agreement and assign it to a Home Team subject to the prior approval of the Home Team Leader concerned and the Council.
- (3) Upon approval of the Work Program by the Council, the Director shall proceed to its implementation in accordance with the schedules provided therein for the various tasks.
- (4) The technical description of a task, the task assignment, and the terms and conditions of its execution, developed in conformance with Article 11 of the Agreement and paragraphs (1), (2), or (3) shall form the subject of a Task Agreement. The Task Agreement shall be drawn up by the Director and signed by the Director and the Leader of the Home Team to whom the task has been assigned. The Task Agreements shall be concluded forthwith after respectively,
  - the entry into force of this Protocol, or
  - the approval of the Council, or
  - the approval of the Work Program by the Council.

as according to paragraphs (1), (2) or (3).

Each Home Team Leader shall notify the Director, in a timely fashion, of the location where work described in by the Task Agreement is to be performed.

- (5) Each Home Team Leader shall ensure that access for the purpose of interaction, monitoring of work in progress and evaluation of quality control to the sites and premises where a task assigned to a Home Team

is being carried out, as well as to the personnel performing and documents concerning the task, is not unreasonably denied either to the Director or to members of the Joint Central Team authorized by the Director. The Home Team Leader shall be notified in a timely fashion of such access by the Director or members of the Joint Central Team authorized by the Director. The detailed arrangements for this access shall be specified in the Task Agreement.

- (6) The Joint Central Team and the Home Teams shall, during the term of this Protocol, perform design work as requested by the Director in accordance with the guidelines established by the Council. In addition, the Joint Central Team shall assist the SWGs and the Director in the implementation of the tasks defined in Sections 2, 3, 4 and paragraphs (2) and (4).

#### Section 6 - Secondment of Joint Central Team Members

- (1) For the purpose of this Section and the subsequent Sections of this Protocol,

"Seconding Party" means the Party which makes a person available to the Joint Central Team in accordance with Article 8(2) of the Agreement, irrespective whether that Party is the employer or not of that person;

"Seconded Person" or "Seconded Personnel" means one or several persons made available by the Seconding Party to the Joint Central Team, except those who will be employed specifically for the EDA by the IAEA or any other entity.

- (2) After the selection of a person in accordance with Article 8(2) of the Agreement, the employer of that person shall second such person without any undue delay to the Joint Central Team. In respect of each Seconded Person a specific Secondment Agreement shall be drawn up by the Director and signed by the Director, the Seconded Person, and that person's employer. If the employer and the Seconding Party are different entities, the Seconding Party shall endorse the Secondment Agreement(s) to indicate it has made the Seconded Personnel available to the Joint Central Team as described in Article 8(2) of the Agreement. The Secondment Agreement for the Director shall be co-signed by the Chair of the Council. Secondment Agreements for Deputy Directors (see Article 8(2) of the Agreement) shall require the prior approval of the Council, except in the cases where paragraph (5) applies. Upon signature of the Secondment Agreement, the Director shall copy it to the entity operating the Joint Work Site to which the Seconded Person shall be assigned.

The Secondment Agreement shall state the work and the Joint Work Site to which the Seconded Person shall be assigned, that person's reporting responsibility, and that the Seconded Person and that person's employer will comply with the provisions of Articles 8(2) and 15 of the Agreement and of this paragraph to the extent they concern the secondment, and that the Seconded Person will comply with the internal rules regarding safety and security to be observed on the premises of the Joint Work Site. The duration of a Secondment Agreement may exceed that of this Protocol.

- (3) The Secondment Agreements should be developed to be as uniform as practicable and to reflect the Guidelines for Secondment Agreements set forth in the Attachment.
- (4) If the Seconding Party is not the employer of the Seconded Person, it shall use best efforts to ensure that the employer of the said Seconded Person complies with the provisions of this Section.
- (5) If the Director and members of the Joint Central Team are to be employed by the IAEA or any other entity, the condition of employment shall be subject to the approval of the Council.

#### Section 7 - Financing

In accordance with Article 12(2) of the Agreement, each Party shall bear the costs it incurs in carrying out the provisions of the Protocol, particularly those relating to

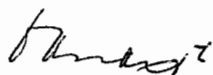
- a) the participation of its members and experts in the work and the meetings of the Council, the TAC, the MAC, and the SWGs, including the costs for travel and subsistence;
- b) payments to its Seconded Personnel including salaries, travel, insurance, relocation and living expenses;
- c) the execution of tasks assigned to its Home Team in accordance with Section 5; and
- d) the organization of workshops taking place on its territory and the participation in workshops including travel expenses and subsistence.

#### Section 8 - Duration

This Protocol shall enter into force upon signature of the Parties. It shall terminate upon entry into force of Protocol 2 but not later than twenty months after signature.

Done at Washington, on July 21, 1992 in quadruplicate

For the European Atomic Energy Community:



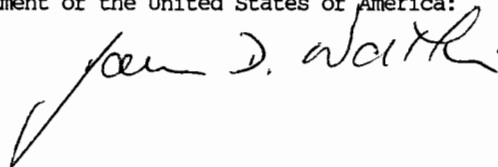
For the Government of Japan:



For the Government of the Russian Federation:



For the Government of the United States of America:



Government of the United States of America shall perform the following tasks:

- A1 Design of Central Solenoid Model Coil (MAG 2.1.1 in 1991)
- A2 Design of Toroidal Field Model Coil (MAG 2.2.1 in 1991)
- A3 Design of Toroidal Field Test Facility (MAG 3.3)
- A4 Design of Electrostatic Quadrupole Accelerator (HCD 1.1 in 1991)
- A5 Development of Fabrication Methods for Ceramic Blanket Models (BKT 1.2 in 1991)

ATTACHMENT

GUIDELINES FOR SECONDMENT AGREEMENTS

- (a) The Seconded Personnel shall remain employees of their existing employers and the contract of employment between the Seconded Personnel and its employer shall subsist during the secondment. The employer shall continue to pay its Seconded Personnel their salaries and other related expenditure such as social charges, allowances, fees and cost reimbursement according to the legislation and rules applicable to the employer;
- (b) The employer shall ensure that accident insurance and other insurance in favor of the Seconded Person which exist by virtue of the conditions of employment remain valid during the secondment to the Joint Central Team. The employer will immediately inform its responsible departments and its insurers of the secondment. If an existing insurance protection of the Seconded Person is affected, the employer will be responsible for re-establishing an equivalent insurance protection;
- (c) During the secondment, the leave regulations of the employer will be valid and shall be communicated to the Director. The timing and duration of leave during the secondment shall be arranged with the Director who shall notify the employer. In accordance with paragraph (b), the regulations of the existing employer in regard to sick leave shall remain valid during the period of the secondment; and,
- (d) The employer of the Seconded Personnel shall, with regard to the careers of its Seconded Personnel, give due consideration to the performance of these Seconded Personnel during their secondment to the Joint Central Team.