

PROTOCOL 2

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,

HAVING INITIATED the EDA under Protocol 1 to the Agreement, also concluded among the Parties on July 21, 1992, and having the intent to complete jointly the EDA under Protocol 2,

HAVE AGREED AS FOLLOWS:

Section 1 - Scope

The Parties shall complete jointly the activities identified in Article 2 of the Agreement. These activities shall be conducted in accordance with detailed technical objectives of ITER adopted pursuant to the provisions of the Agreement.

Section 2 - Special Working Group

A Special Working Group shall be established which, assisted by the Director, shall submit proposals to the Council on approaches to joint implementation for decisions by the Parties on future construction, operation, exploitation and decommissioning of ITER, as specified in Article 2(e) of the Agreement.

Section 3 - Implementation of the Work Program

- (1) The Director shall implement the Work Program and its updatings after approval of the Council in accordance with the schedules provided therein for the various tasks.

- (2) The technical description of a task, the task assignment, and the terms and conditions of its execution, developed in conformance with guidelines for implementation of task assignments established by the Council, 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. Task Agreements shall be concluded in accordance with the approved Work Program and its updatings.
- (3) 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 intended access. The detailed arrangements for this access shall be specified in the Task Agreement.

Section 4 - Secondment Agreements

- (1) For the purpose of this Section,

"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 of 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.
- (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, that person's employer and the entity operating the Joint Work Site to which that person shall be assigned. 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.

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 not exceed that of this Protocol.

Section 5 - Termination of the Work and Final Reporting

When approving the Work Program and its annual updatings, the Council, assisted by the Director, shall provide for a timely and coordinated termination of the work to be carried out under the Agreement including the final reporting; if actions by the Parties are needed or otherwise appropriate, then the Council, assisted by the Director, shall make suitable proposals.

Section 6 - Resources

The resources required for the implementation of this Protocol shall be made available by the Parties in accordance with the applicable provisions of the Agreement.

Section 7 - Duration

This Protocol shall enter into force upon signature of the Parties and shall remain in force for the duration of the Agreement.

Done at Vienna, on March 21, 1994 in quadruplicate

For the European Atomic Energy Community:

Conrad Busch-Buoli

For the Government of Japan:

Kunida Kue

For the Government of the Russian Federation:

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