

**AMENDMENT NO. 1  
TO  
THE AGREEMENT  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE POWER REACTOR AND NUCLEAR FUEL DEVELOPMENT CORPORATION  
OF JAPAN  
IN  
THE AREA OF RADIOACTIVE WASTE MANAGEMENT**

The Department of Energy of the United States of America ("DOE") and the Power Reactor and Nuclear Fuel Development Corporation of Japan ("PNC") , hereinafter referred to as the Parties;

Having signed an Agreement to cooperate in the Area of Radioactive Waste Management (hereinafter referred to as "the Agreement") on the 3rd day of December 1986, with a duration of ten years;

Recognizing the usefulness and mutual benefit of this cooperation and wishing to extend the Agreement in order to continue cooperation in the area of Radioactive Waste Management;

Noting that Article XV provides for amendment and extension of the Agreement by written agreement of each of the Parties ;

Have agreed as follows:

A. Articles VI, VII, VIII, and IX of the Agreement shall be deleted and the following new Articles VI and VII shall be substituted therefor:

**ARTICLE VI**

1. The Parties shall exchange, as agreed on a mutually beneficial basis, scientific and technical information documents and results of research and development of related work carried out under this Agreement. Such information shall be limited to that which they have the right to disclose, either in their possession or available to them, from the technical areas described in Article II of the Agreement.
2. PNC shall provide DOE with abstracts in English of reports or other information on Japan's radioactive waste technology programs. Payment for translation will be decided by the Parties on a case-by-case basis.

3. Seminar proceedings and reports of joint activities carried out under the Agreement shall be published as joint publications, as mutually agreed by the Parties.
4. The Parties agree that information developed and exchanged under the Agreement should be given wide distribution. Such information, except as noted in Article VII of the Agreement, may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.
5. Copyrights of either Party or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights of material within the scope of Article VII owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted materials.
6. The application or use of any information exchanged or transferred between the Parties under the Agreement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any particular use or application.
7. Details and procedures for the protection and distribution of intellectual property rights and other rights of a "business confidential" nature are set forth in Article VII. Article VII is applicable to any cooperative activities under the Agreement, except as otherwise specifically agreed by the Parties in an Implementing Arrangement or otherwise. Such Implementing Arrangements also may elaborate upon the provisions of Article VII.

## ARTICLE VII

### 1. Business-Confidential Information

A. For the purpose of the Agreement, "business-confidential" information means any know-how, technical data, or technical, commercial, or financial information that is developed outside the Agreement and that meets all of the following conditions:

- (i) It is a type customarily held in confidence for commercial reasons;
- (ii) It is not generally known or publicly available from other sources;
- (iii) It has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

- (iv) It is not already in the possession of the recipient without an obligation concerning its confidentiality.

B. Any business-confidential information shall be furnished or transferred only by written agreement of the Parties and shall be given full protection in accordance with the laws and regulations of their respective countries.

C. Any business-confidential information will be appropriately identified before it is furnished in the course of the cooperative activities under the Agreement. Responsibility for identifying such information will fall on the Party which furnishes it or asserts that it is to be protected. Unidentified information will be assumed not to be information to be protected, except that a Party may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws and regulations of its country. Such information will thereafter be protected in accordance with paragraph B above.

## 2. Ownership of Intellectual Property Rights

Between each Party and nationals of its country, the ownership of intellectual property rights will be determined in accordance with its national laws, regulations, and practices.

## 3. Inventions

A. For the purpose of this Agreement, "Invention" means any invention made in the course of the cooperative activities under this Agreement which is or may be patentable or otherwise protectable under the laws of the United States of America, Japan, or any third country.

B. As to an Invention, the Parties shall take appropriate steps, in accordance with the national laws and regulations of the respective countries, with a view to realizing the following:

- (i) If an Invention is made as a result of a cooperative activity under the Agreement that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable implementing arrangement:
  - (a) the Party whose personnel make the Invention (hereinafter referred to as "the Inventing Party") or the personnel who make the Invention (hereinafter referred to as "the Inventor") have the right to obtain all rights and interests in the

Invention in all countries, and

- (b) in any country where the Inventing Party or the Inventor decides not to obtain such rights and interests, the other Party has the right to do so.
- (ii) If the Invention is made by an Inventor of a Party ("the Assigning Party") while assigned to another Party (the "Receiving Party") in the course of programs of a cooperative activity that involve only the visit or exchange of scientists and engineers, and
  - (a) in the case where the Receiving Party is expected to make a major and substantial contribution to the programs of the cooperative activity,
    - i. the Receiving Party has the right to obtain all rights and interests in the Invention in all countries, and
    - ii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party or the Inventor has the right to do so;
  - (b) in the case where the provision in sub-paragraph (a) above is not satisfied,
    - i. the Receiving Party has the right to obtain all rights and interests in the Invention in its own country and in third countries,
    - ii. the Assigning Party or the Inventor has the right to obtain all rights and interest in the Invention in its own country, and
    - iii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party or the Inventor has the right to do so.
- (iii) Specific arrangements involving other forms of the cooperative activities, such as joint research projects with an agreed research work scope, will provide for the mutually agreed upon disposition, on an equitable basis, of rights to the Invention made as a result of such activities.
- (iv) The Inventing Party will disclose promptly the Invention to the other Party and furnish any documentation or information necessary to enable the other Party to establish rights to which it may be entitled. The Inventing

Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights or the rights of the Inventor related to the Invention. Unless otherwise agreed in writing, such restrictions will not exceed a period of six months from the date of communication of such documentation or information.

4. Copyrights

Disposition of rights to copyright-protected works created in the course of the cooperative activities under the Agreement will be determined in the relevant implementing arrangements. Each Party shall take appropriate steps to secure copyrights to works created in the course of the cooperative activities under the Agreement in accordance with its national laws and regulations.

5. Other Forms of Intellectual Property


For those other forms of intellectual property created in the course of the cooperative activities under this Agreement which are protected under the laws of either country, disposition of rights shall be determined on an equitable basis, in accordance with the laws and regulation of the respective countries.

6. Cooperation

Each Party shall take all necessary and appropriate steps, in accordance with the laws and regulations of its country, to provide for the cooperation of its authors and inventors which are required to carry out the provisions of this Agreement. The Parties assume the sole responsibility for any award or compensation that may be due its personnel in accordance with the laws and regulations of its country, provided, however, that this Agreement creates no entitlement to any such award or compensation.

- B. Article XV is amended to provide that the Agreement is extended for a period of five (5) years from December 3, 1996 to December 2, 2001.

Done at Washington, D.C., this 21st day of November 1996.



For the United States  
Department of Energy:



For the Power Reactor and  
Nuclear Fuel Development  
Corporation of Japan: