

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF POLAND
ON
COOPERATION TOWARDS THE DEVELOPMENT
OF A CIVIL NUCLEAR POWER PROGRAM AND
THE CIVIL NUCLEAR POWER SECTOR
IN THE REPUBLIC OF POLAND**

The Government of the United States of America (hereinafter “the **United States**”) and the Government of the Republic of Poland (hereinafter “**Poland**”), hereinafter referred to collectively as the “**Parties**,”

RECALLING the Agreement for Cooperation in the Peaceful Uses of Nuclear Energy between the United States of America and the European Atomic Energy Community, done at Brussels November 7, 1995, and March 29, 1996 (the “**U.S.-Euratom Peaceful Nuclear Cooperation Agreement**”);

RECALLING the Memorandum of Understanding between the Government of the United States of America and the Government of the Republic of Poland Concerning Strategic Civil Nuclear Cooperation, signed at Washington on June 12, 2019;

REAFFIRMING their shared view that Poland-U.S. civil nuclear cooperation is an important component of their bilateral strategic relationship and can play a vital role in promoting the security of Poland’s energy supply, while providing substantial ancillary benefits to the energy security of the United States and European allies;

RECOGNIZING the desire of Poland to develop the nuclear power sector in Poland by construction of six (6) nuclear reactors to be deployed in Poland over a maximum of three (3) sites;

MINDFUL that the United States is a leader in nuclear technology, safety, security, and nonproliferation, with over 60 years of experience in exporting nuclear energy technologies worldwide, and has deep expertise across the nuclear energy sector, including within the U.S. Government, national laboratories, academia, and industry;

RECOGNIZING the desire of Poland to develop the civil nuclear power sector through cooperation between the Parties in overall aspects of civil nuclear power, such as nuclear safety and security, nuclear regulations, waste management, quality management systems, technology transfer, human resources development, localization, and decommissioning;

EXPRESSING their mutual interest in the advancement of such cooperation in furtherance of their shared commitment to attaining the highest modern standards of nuclear safety, security, safeguards, and nonproliferation;

RECOGNIZING that Poland and the United States are members of the International Atomic Energy Agency and parties to the Treaty on the Non-Proliferation of Nuclear Weapons, done at Washington, London, and Moscow on July 1, 1968 (the “NPT”), and that each has in force with the IAEA a Safeguards Agreement and an Additional Protocol;

AFFIRMING their commitment to the Guidelines of the Nuclear Suppliers Group;

RECOGNIZING that Poland is a member of the European Union, a party to the Treaty establishing the European Atomic Energy Community (the “**Euratom Treaty**”), a party to the Vienna Convention on Civil Liability for Nuclear Damage, done at Vienna on May 21, 1963, as amended by the Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage, done at Vienna on September 12, 1997, and to the Joint Protocol Relating to the Application of the Vienna Convention and the Paris Convention, done at Vienna on September 21, 1988; and

AFFIRMING that U.S. civil nuclear energy technology provides a sustainable and dispatchable source of energy, which contributes to ensuring security of energy supply and reduces global carbon emissions;

HAVE AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

For the purpose of this Agreement:

- (a) The term “**Program**” means the nuclear power plant program to be implemented in Poland, which includes the designing, constructing, commissioning, and decommissioning of 6 new reactors with installed capacity for each reactor of at least 1,000 MW at the Project Site(s), which includes the overall aspects of the nuclear power plant, starting from pre-development work until the end of the decommissioning process;
- (b) The term “**Project**” means a phase of Program implementation consisting of a number of reactors intended to be collocated and constructed concurrently at the same Project Site.
- (c) The term “**Project Company**” means a company with its registered seat in the territory of Poland established for the purpose of carrying out the objectives of the entire Program that is a direct investor in all Projects under the Program and is controlled by the Government of the Republic of Poland;
- (d) The term “**Project Participant**” means any Polish or U.S. private or state-owned or state-controlled entity that participates in the Project Company or supports a Project by contract or otherwise, in respect of Project pre-development, delivery, operations, or financing; and
- (e) The term “**Project Site**” means land where each Project will be implemented.

ARTICLE 2. COOPERATION UNDER THIS AGREEMENT

1. Each Party shall cooperate under this Agreement, subject to its national laws and regulations and the international agreements to which it is a party, and, for Poland, the applicable laws and regulations of the European Union, including the Euratom Treaty, and subject to the availability of appropriated funds.
2. The Parties regard cooperation under this Agreement as necessary for their achievement of important and shared governmental objectives. Such objectives include the responsible use of nuclear energy to promote their overall energy security, meet clean energy needs, and deepen their bilateral strategic relationship. Poland desires its planned Program to achieve the highest modern standards of nuclear safety, security, reliability, efficiency, and nonproliferation, and wishes to leverage the vast expertise and experience of U.S. Government experts, regulators, nuclear industry, and national laboratories in achieving that goal. The United States, as a world leader in the civilian nuclear power industry, is positioned to provide the highest standards and industry best practices in civilian nuclear power projects, including regulatory frameworks, technologies, construction, operation, fuel supply, and nonproliferation. The Parties additionally desire, in furtherance of their longtime alliance and strategic partnership, that the Program offers a safe, reliable energy source not subject to manipulation or interference by adverse nations. Cooperation under this Agreement will advance the Parties' joint goal to ensure that Poland's Program meets the highest standards, helps achieve clean energy goals, and promotes common energy security objectives.
3. The Parties shall cooperate directly in the following activities:
 - (a) Consultation and exchange of expert and technical input to advance overall Program development;
 - (b) identification of potential financing and of economic structures that will support financing of the Projects, including additional options to enhance the commercial viability of the Program in an effort to facilitate investment by potential U.S. companies and/or U.S. government financing institutions;

- (c) development of Polish nuclear regulations, such as those on nuclear safety, security, supervision, licensing, and operation;
 - (d) organization of workshops, meetings, seminars, or conferences, including those to raise public awareness and acceptance on the peaceful uses of nuclear energy; and
 - (e) promote civil nuclear energy within the European Union, including through multilateral engagement, as a safe and sustainable source of energy, which reduces global carbon emissions.
4. The Parties shall facilitate, encourage, and/or promote, as applicable, the following activities when performed by the Project Company or Project Participants, as appropriate, respecting in each case the policies, procedures, requirements, and independent decision-making authority of the Project Company and of such Project Participants:
- (a) development, construction, and financing of the first Project, intended to be operational during 2033;
 - (b) development of a quality management system with regard to the operation of nuclear power plants in respect of the Program;
 - (c) development of expertise in the operation, maintenance, and decommissioning of nuclear power plants and the management of spent fuel and radioactive waste in the light of relevant policies of Poland and in support of the Program;
 - (d) provision of technical assistance to and training of relevant Polish entities to enhance their capacity and expertise to execute and administer the Program;
 - (e) optimization of localization to support the Program; and
 - (f) incorporation into the Project Company of intellectual property (and associated intellectual property rights) and/or equity investment, as part of an industrial development initiative for the Program and for additional regional (European), cooperation and commercial development.
5. The Parties shall provide input to Project Participants contributing to the Concept and Execution Report (“CER”), and to the Project Company as appropriate, as described further in Article 3 of this Agreement. The United States shall

contribute expertise from the U.S. Department of Energy and its national laboratories, as appropriate, to provide technical and other information regarding the CER to Poland and to the Project Company and Project Participants.

6. All activities conducted under this Agreement shall be exclusively for peaceful purposes. Any transfers of nuclear material, equipment, or technology in support of the Program shall be governed by the Parties' national laws and regulations, including applicable licensing requirements, and by the U.S.-Euratom Peaceful Nuclear Cooperation Agreement where applicable.
7. The cooperation under this Agreement specifically excludes any information (including information that is incorporated in equipment or an important component thereof) that is not available to the public and which is important to the design, construction, fabrication, operation, or maintenance of any facility designed or used primarily for uranium enrichment, reprocessing of irradiated nuclear material, heavy water production, or fabrication of nuclear fuel containing plutonium.

ARTICLE 3. CONCEPT AND EXECUTION REPORT

1. The Parties, as appropriate, through the Steering Committee, shall provide timely input to the Project Participants contributing to the preparation of the CER, and to the Project Company, as well as facilitate collaboration between such Project Participants and the Project Company, recognizing the policies, procedures, and independent decision-making authority of such Project Participants and the Project Company, and recognizing that the goal is for the CER to be completed within eighteen (18) months of the entry into force of this Agreement.
2. The Parties expect the CER to include:
 - (a) the Front-End Engineering Design and Program Development Document, anticipated to be prepared by relevant U.S. Project Participants;
 - (b) potential financing arrangements and sources for the Program, identified and compiled by the Steering Committee, and shared with the Project Company and Project Participants for those entities' consideration and action that they deem appropriate, anticipating that the Project Company

and Project Participants will solicit participation from U.S. and European public and private institutions in financing the Program and recognizing that any financing by U.S. government entities will be subject to the considerations set forth in Article 8; and

(c) guidance concerning potential structure(s) for the first Project and the overall Program, prepared by the Steering Committee, and shared with the Project Company and Project Participants for those entities' consideration and further action they deem appropriate, anticipating that the Project Company is to select a U.S. nuclear reactor design and to engage U.S. entities as the main nuclear reactor technology vendor and main EPC contractor to the Program.

3. Upon completion of the CER, as determined by the Steering Committee, the Steering Committee shall distribute to the Parties and the Project Company, and to Project Participants as appropriate, in writing, duplicate copies of the completed CER.
4. Within one month of the date the Steering Committee distributes the CER to the Parties pursuant to paragraph 3 of this Article, each Party shall in writing advise the other Party of its determination as to whether the CER adequately addresses the items set forth in paragraph 2 of this Article (a determination of adequacy indicating "CER Acceptance"). If CER Acceptance by both Parties does not occur in accordance with this paragraph, or either Party advises that the CER does not adequately address the items set forth in paragraph 2 of this Article, or either Party affirmatively requests consultation under Article 6, the Parties shall promptly commence consultations through the Steering Committee to resolve outstanding issues prior to engaging in further cooperation under this Agreement. To the extent any specific areas are identified for further consultations, the United States shall make technical expertise available, as appropriate, to Poland and the Project Company and Project Participants to consult on those points.
5. CER Acceptance by both Parties is a necessary step for further cooperation of the Parties under this Agreement. The Parties understand that final project documentation and financing documentation for the first Project are expected to be completed by the Project Company and, as appropriate, Project Participants, at

later dates, with the goal of supporting commercial operation of the first Project during 2033; as such, the CER is expected to be an assessment of the viability of the first Project, based on the information contained in the CER, and reflective of the status of the first Project at such time relative to a targeted 2033 commercial operation date.

ARTICLE 4. STRATEGIC COOPERATION

Poland shall encourage the Project Company to select a U.S. nuclear reactor design and to engage U.S. entities as the main nuclear reactor technology vendor and main EPC contractor to the Program and the United States shall encourage such participation of U.S. entities, given the strategic importance of the bilateral relationship between the Parties, their shared governmental objectives under this Agreement, and to maximize the efficient and effective contribution of U.S. technical, regulatory, safety and security expertise. U.S. entities involved in the Program in the role of main nuclear reactor technology vendor and main EPC contractor and all or some of the financial institutions involved in the financing of the Program shall be confirmed separately by Poland at a later date.

ARTICLE 5. OTHER AREAS OF COOPERATION

In addition to activities described in Articles 2 through 4, the Parties shall facilitate other cooperative activities related to this Agreement, which may include:

- (a) Regulatory collaboration;
- (b) Laboratory exchanges;
- (c) University exchanges (and educational programs);
- (d) Personnel training and exchanges;
- (e) Supply chain development, contracting, and coordination;
- (f) Research and development;
- (g) Planning for public interactions;
- (h) Development of a "Lessons Learned" database; and

- (i) Regional collaboration (joint work on nuclear power plants in other countries in the region).

ARTICLE 6. MANAGEMENT OF COOPERATION

1. The Parties shall establish a Steering Committee, composed of representatives designated by the Parties, to coordinate, facilitate, and review cooperative activities under this Agreement, and to conduct activities as provided in Article 3.
2. The Steering Committee shall act by joint decision of all Steering Committee members, and may invite additional experts and technical points of contact, on an as-needed basis, to attend meetings and provide advice and recommendations to the Steering Committee.
3. The Steering Committee shall convene as necessary and for at least two regularly scheduled working sessions per year, unless otherwise jointly decided.

ARTICLE 7. PROCUREMENT

The Parties take note of Poland's intention to comply with all Polish and European Union public procurement rules in executing the Program. The Parties recognize that U.S. technical, regulatory, safety and security expertise offered under this Agreement will be most effective if the main nuclear reactor technology vendor and main Engineering, Procurement and Construction (EPC) contractor to the Program are U.S. entities already operating under U.S. regulatory regimes. In that regard, Poland shall endeavor to obtain clearance from the European Commission and competent Polish authorities, as appropriate, that the financing of the Program and the selection of the main nuclear reactor technology vendor and the main EPC contractor do not need to undergo an open market procedure. Beyond that, Poland shall ensure that all procurement covering works, supplies and services for each Project under the Program will be conducted by the Project Company in accordance with Polish and EU public procurement rules. The Parties may establish implementing agreements or arrangements relating to procurement as necessary.

ARTICLE 8. FUNDING

The United States expresses its strong interest in facilitating the utilization of the EXIM Bank and other applicable and available U.S. financing institutions to support the overall financing for the Program, subject to the policies, procedures, requirements, and independent decision-making authority of such institutions, including particularly their legal, technical, financial, environmental, social and safety due diligence of each Project under the Program. The Parties acknowledge that such due diligence may include the review by such institutions of the CER, the Front-End Engineering Design, structure, timing, or other aspects of a Project, independent of any determination or other input by the Government of the United States of America on such aspects pursuant to this Agreement. Such financing would be subject to the timing, finance structure, project documentation, and credit terms requirements of the U.S. financial institutions, and evidenced by customary financing documentation for such institutions, involving applicable Project counterparties, to include Poland.

ARTICLE 9. INFORMATION SHARING AND CONFIDENTIALITY

1. In the event that information identified in a timely fashion as business-confidential is received or created under this Agreement, each Party shall protect such information in accordance with applicable laws, regulations, and administrative practices, and shall take appropriate contractual measures to require its relevant Project Participants and, for Poland, the Project Company to afford the same protection. Information may be identified as "business-confidential" by a Party if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.
2. Except as required by applicable law, non-public information transferred under this Agreement shall not be disclosed by the receiving Party to third parties

without the consent in writing of the other Party and shall be used exclusively in accordance with this Agreement and not for any other purpose.

3. If either Party determines that a particular cooperative activity may lead or has led to the creation of intellectual property, the Parties shall promptly consult with each other to determine the allocation of rights to the intellectual property. The Parties shall endeavor to reach a written agreement respecting the allocation of rights to such intellectual property. If agreement cannot be reached within 12 months, cooperation on the cooperative activity in question shall be terminated at the request of either Party.

ARTICLE 10. DISPUTE SETTLEMENT

Any dispute arising from the implementation or interpretation of this Agreement in relation to the rights and obligations of either or both of the Parties shall be settled amicably by consultation between the Parties.

ARTICLE 11. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

1. This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties, informing each other that they have completed all applicable requirements for entry into force of this Agreement.
2. This Agreement shall remain in force for 30 years, and thereafter shall be automatically extended for successive five-year periods unless either Party notifies the other Party in writing through diplomatic channels at least six months before the end of the initial 30-year period or any succeeding five-year period that it does not wish to extend the Agreement for another five-year period.
3. Either Party may terminate this Agreement: (a) upon at least three months' prior written notice through diplomatic channels to the other Party if the Project Company does not select a U.S. nuclear reactor design for the Program or selects a non-U.S. company for the main nuclear reactor technology vendor or main EPC contractor to the Program; or (b) upon at least one year's prior written notice through diplomatic channels to the other Party, provided that the effective date of

termination is after this Agreement has been in force for a period of at least fifteen years.

4. Notwithstanding the termination of this Agreement, all business-confidential or otherwise non-public information received or created under this Agreement shall continue to be protected in accordance with the provisions set forth in Article 9.
5. This Agreement may be amended by written agreement between the Parties.
6. Following its entry into force, each Party intends to publish this Agreement in accordance with its national law.

Signed at Upper Marlboro and Warsaw, the ^{19th}..... and ²²..... day of October, 2020, in two originals, in the English and Polish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

A handwritten signature in blue ink, appearing to read "John Bolton", written over a horizontal line.

FOR THE GOVERNMENT OF THE
REPUBLIC OF POLAND:

A handwritten signature in blue ink, appearing to read "Piotr Szwed", written over a horizontal line.