

Wismut GmbH – Postfach 30 02 52 – 09034 Chemnitz

Carmelo Melendez EngD, PE, PMP - Director
Office of Legacy Management (LM-1)
U.S. Department of Energy
1000 Independence Ave., SW (FORS 6G-030)
Washington, DC 20585-1615
USA

Chemnitz, 12. Mai 2020

Dear Mr. Melendez,

Please, find attached two signed copies of the final version of the Memorandum of Understanding between DOE Legacy Management and WISMUT.

We are very much convinced that the agreement will form the basis for a closer and more structured cooperation between our two entities over the upcoming years.

We would like to ask you to co-sign the documents and return one copy.

Yours sincerely

Wismut
Gesellschaft mit beschränkter Haftung


Dr. Michael Paul
Rainer M. Türmer

Encl.

Memorandum of Understanding between the Wismut GmbH of Germany and the United States Department of Energy for the exchange of information, professional development staff, and cooperation in the effective management of legacy uranium mines and mills (2 copies)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WISMUT GMBH OF GERMANY
AND THE
UNITED STATES DEPARTMENT OF ENERGY**

**For the exchange of information, professional development staff, and cooperation
in the effective management of legacy uranium mines and mills**

In consideration of the common interests of Wismut GmbH of Germany and the United States Department of Energy as represented by the Office of Legacy Management (DOE-LM) (hereafter referred to separately as "Participant" and jointly as the "Participants") in successfully managing uranium legacy mines and mills from the Cold War in their respective countries, the Participants have developed the following memorandum of understanding (MOU) to further cooperation that is already underway.

Section 1: Scope of Cooperation

- 1.1 The Participants intend to exchange publicly available information and provide mutual assistance in areas of common interest and responsibility including the following:
- a. management of radioactive wastes from the decommissioning, reclamation, and remediation of uranium legacy sites;
 - b. transportation of waste associated with decommissioning of sites and development of disposal sites;
 - c. treatment of groundwater and surface water contaminated by uranium mining and ore processing;
 - d. long term stewardship (LTS) of uranium legacy sites including maintenance of such sites and monitoring the effectiveness of closure;
 - e. research and development associated with remediation, reclamation, and LTS of uranium legacy sites;
 - f. beneficial reuse and social-economic development around decommissioned mine and mill sites;
 - g. public communication, education, and outreach;
 - h. archiving and effectively sharing records of uranium site operations, decommissioning, and LTS;
 - i. health and safety of workers and members of the public;
 - j. life cycle baseline planning and near-term work plan development;
 - k. program and project management; and
 - l. project controls.
- 1.2 The subjects in Section 1.1 may also include:

- m. legislative framework, codes, standards, criteria, and guidelines;
- n. inspection and enforcement procedures and maintenance;
- o. radioactive waste management and decommissioning strategies;
- p. technical reports developed in implementation of the programs; and
- q. contracting strategies.

- 1.3 Information which the Participants may exchange on the subjects in Sections 1.1 and 1.2 includes information in their possession and which they have a right to disclose in accordance with their respective laws, regulations, policies, and administrative procedures.

Section 2: Use of Information

All publicly available information received by a Participant under this MOU may be disseminated without permission of the providing Participant. Should the Participants wish to exchange non-publicly available information, they intend to do so under a separate written agreement with terms related to disclosure by the receiving Participant.

Section 3: Forms of Cooperation

- 3.1. Cooperation under this MOU may include, but is not limited to, the following forms:
- a. Exchange of scientific and technical information and results of research and development, as well as exchange of information related to legal, societal, and ethical aspects;
 - b. Organization of, and participation in, seminars and other meetings on specific jointly-determined topics in the areas listed in Section 1;
 - c. Visits by teams or individuals to the facilities and sites of the other Participant;
 - d. Observation of studies within the areas of cooperation listed in section 1, as decided in each case in a separate written arrangement; and
 - e. Joint publications.
- 3.2. If the Participants determine that they wish to conduct collaborative studies or research and development, such studies or research and development should be conducted pursuant to an appropriate separate written agreement therefor.
- 3.3. Other forms of cooperation may be added by mutual written determination.

Section 4: Management

- 4.1. To observe the execution of this MOU, each Participant intends to name a Program Coordinator. The Program Coordinators should normally meet or otherwise communicate annually to review the past year's activities, to evaluate the status of cooperation, including the balance of exchanges, and to approve plans for the following year's activities. They should also consider any new major proposals for cooperation, as designated by the other Program Coordinator.
- 4.2. In implementing this MOU, the Participants intend to take the opportunity to meet or conduct joint activities at events (e.g., such as those sponsored by the International Atomic Energy Agency) that staff of both Participants attend.

Section 5: Assignment of Staff

- 5.1. Whenever an exchange of staff is contemplated under this MOU, each Participant should ensure that suitably qualified staff are selected to be assigned to the other Participant.
- 5.2. Each such assignment is expected to be the subject of a separate written agreement between the sending and receiving Participants.
- 5.3. Each Participant is responsible for the salaries, travel, and living expenses of its personnel while on assignment to the host Participant, unless otherwise determined in the corresponding separate written agreement.
- 5.4. The assigned personnel are to conform to the general and special rules of work and safety regulations in force at the host institution, which are expected to be specified in corresponding separate written agreements.

Section 6: Costs

Except when otherwise jointly determined, all costs resulting from cooperation under this MOU are expected to be borne by the Participant that incurs them. Cooperation under this MOU is subject to the availability of appropriated funds.


Section 7: General Considerations

- 7.1. This MOU does not create any legally binding obligations between the Participants.
- 7.2. Each Participant should implement the activities contemplated by this MOU in the spirit of cooperation and in accordance with the applicable laws and regulations to which it is subject, and international agreements to which that Participant's Government is a party.

Section 8: Commencement, Modification and Discontinuation

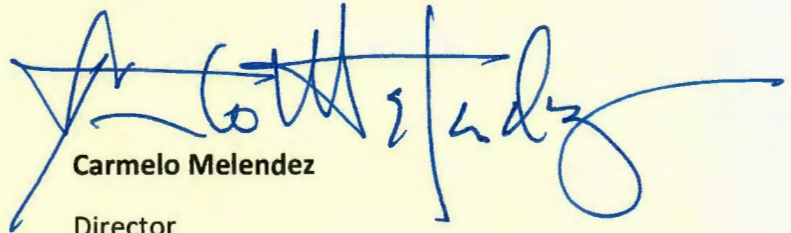
- 8.1. Activities under this MOU may begin upon the below date of signature and, subject to Paragraph 8.2 of this Section, are expected to continue for a five-year period.
- 8.2. This MOU may be modified or extended at any time by mutual consent in writing. Alternatively, a Participant that wishes to discontinue its participation in this MOU may do so at any time, but should endeavor to provide six months advance notification in writing to the other Participant.

Signed at WASH DC USA, this 1 day of July, 2020.



Michael Paul, PhD

Managing Director
Wismut GmbH



Carmelo Melendez

Director
DOE Office of Legacy Management



Rainer M. Türmer

Managing Director
Wismut GmbH