

COMMISSION OF THE EUROPEAN COMMUNITIES

COM (76) 26 final

Brussels, 10 February 1976

COOPERATION WITH THE INTERNATIONAL ENERGY AGENCY (IEA) ON ENERGY RESEARCH AND DEVELOPMENT (R&D)

(Submitted by the Commission to the Council)

COM (76) 26 final

COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

1) In the course of 1975, the Governing Board of the International Energy Agency (IEA) approved programmes and projects for co-operation in Energy Research and Development (R & D) in the nine areas which were laid down in article 42 C of the Agreement on an International Energy programme signed by 18 States. Each programme is animated by a "lead country" or "lead organization".

- 2) These nine programmes are in the following fields of R & D :
- Waste Heat Utilization (lead country : Federal Republic of Germany);
 - Municipal and Industrial Waste Utilization (lead country : Netherlands);
 - Production of Hydrogen from Water (lead organization : Commission of the European Communities);
 - Coal Technology (lead country : United Kingdom);
 - Nuclear Safety (lead country : USA);
 - Radioactive Waste Management (lead organization : OECD/NEA);
 - Energy Conservation (lead country : USA);
 - Controlled Thermonuclear Fusion (lead organization : Commission of the European Communities);
 - Solar Energy (lead country : Japan).

3) The Governing Board of the IEA also approved (on the 28th July 1975) "Guiding principles for co-operation in the field of energy R&D", including, as an annex, "General Guidelines concerning Information and Intellectual Property".

The "Guiding Principles", which are very flexible, enable the form of co-operation for each Energy R & D programme or project within the IEA framework to be established. These modalities may range from simple meetings to identify useful programmes and exchanges of information on what the participants are doing in a certain Energy R & D field, to programmes involving jointly managed and financed plants and equipment. Whenever the type of co-operation effort so warrants it, "Implementing Agreements" may be concluded between the participants interested in one or other such programmes.

Whatever the legal framework of a programme (be it "de facto" co-operation or co-operation based on an "Implementing Agreement"), participation in every R & D programme is founded on the principle of "à la carte" co-operation.

- 4) The "Guiding Principles" specify that the European Communities may participate in any Energy R & D programme or project carried out in the framework of the IEA and in conformity with the aforementioned "principles".

In fact, it is the Commission who takes part in the work of the IEA, particularly in the Research and Development field. The Commission finds itself at the Agency in a situation similar to that versus the OECD.

- 5) The Commission has confirmed to the IEA, within the stipulated time limits, its participation in each of the nine programmes (or parts thereof) approved in 1975 and mentioned under point 2) of this note. The Commission has none the less specified that for those programmes or parts of programmes and projects which are to be the subject of "Implementing Agreements" that it reserved its right to decide on the Communities' participation and the modalities thereof on a case by case basis, as the draft agreements are communicated to it and after examination by the appropriate Community bodies.

- 6) For the first time since the launching of its programmes, the IEA has proposed that interested participants sign "Implementing Agreements" in the nuclear field.

Namely :

- a) an "Implementing Agreement" for the multilateral exchange of information on nuclear safety" (Annex I, doc. IEA/CRD(75)3);
- b) an "Implementing Agreement" for a research and development programme leading to the construction of an Intense Neutron Source" (Annex II, doc. IEA/CRD(75)2).

7) With regard to the "Implementing Agreement" on nuclear safety, the Commission's participation in this agreement is well in keeping with the spirit of the Council Resolution of 22 July 1975 on the technological problems of nuclear safety (O.J. 14.8.75) where it is stated in the preamble that "the problems of nuclear safety go beyond the frontiers not only of Member States but of the Community as a whole and it is the Commission's role to act as a catalyst for schemes which have been launched on a broader international scale...".

The agreement will form the legal framework for the nuclear safety research Index which is now already functioning on a pragmatic basis thanks, in particular, to the "input" provided by the Commission from the Member States and the JRC (Ispra). It is necessary that the Commission signs this agreement so as to be able, as in the past, to benefit from the services of this Index and to influence its establishment. It is also necessary that the Commission has access to the additional data which will be exchanged under this agreement and not included in the Index. This will greatly help the Community working groups concerned with reactor safety. Here too, the Commission is able to actively participate in the exchange in view of the important work carried out in the JRC (Ispra).

8) With regard to the "Implementing Agreement" for the intense neutron source, it must be remembered that up until now, the major part of fusion power research has been concerned with plasma physics having as main objective the production and confinement of a nuclear reacting plasma. This objective now seems to be within reach and the problems of fusion technology must now be solved. In this respect, it is known that one characteristic of fusion plasma is its emission of an intense flux of neutrons which is much more energetic than those experienced in fission work. Now, one of the

main difficulties in constructing large nuclear power stations based on thermonuclear fusion is the development of materials capable of resisting in particular the flux of 14 MeV neutrons.

It is therefore necessary that adequate measures are taken to ensure that when the time comes, the necessary equipment is available to exploit nuclear fusion. To this end, the high energy intense neutron sources with sufficient surface area for materials testing are now necessary. They are costly.

The Americans are building and wholly financing (25 M \$) such an intense neutron source at Los Alamos.

No, "Intense Neutron Source" of this useful scale exists in Europe. Perhaps, one might be constructed in Europe in the future. In the meantime, it seems to be of the greatest importance to secure a European participation in the R & D programme leading to the construction of the "Intense Neutron Source" at Los Alamos.

In view of the fact that the entire research in the 9 Member States in the field of thermonuclear fusion is being carried on in a Community framework, it would not be in conformity with the rules of the Treaty if agreements for international co-operation in this field are not likewise characterized by a Community approach ie. concluded by the Commission.

It thus rests exclusively with the Community as such to participate in the "Implementing Agreement" for the Intense Neutron Source.

This Community participation should, moreover, be secured, as soon as the "Implementing Agreement" for the Intense Neutron Source enters into force in the near future. In fact, it is essential that the 4 or 5 highly qualified Community experts (Member States and Commission) who have been jointly designated by the associates and the Commission within the Committee of Directors of the Fusion Programme, be seconded to Los Alamos in time to be present when the work of the IEA programme in this field is being allocated.

9) To conclude, the Commission informs the Council that it intends to sign the "Implementing Agreement" on the multilateral exchange of information on nuclear safety (Annex I) and the "Implementing Agreement" for a research and development programme leading to the construction of an intense neutron source (Annex II).

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
ON THE TECHNICAL EXCHANGE
OF INFORMATION IN THE FIELD OF REACTOR
SAFETY RESEARCH AND DEVELOPMENT

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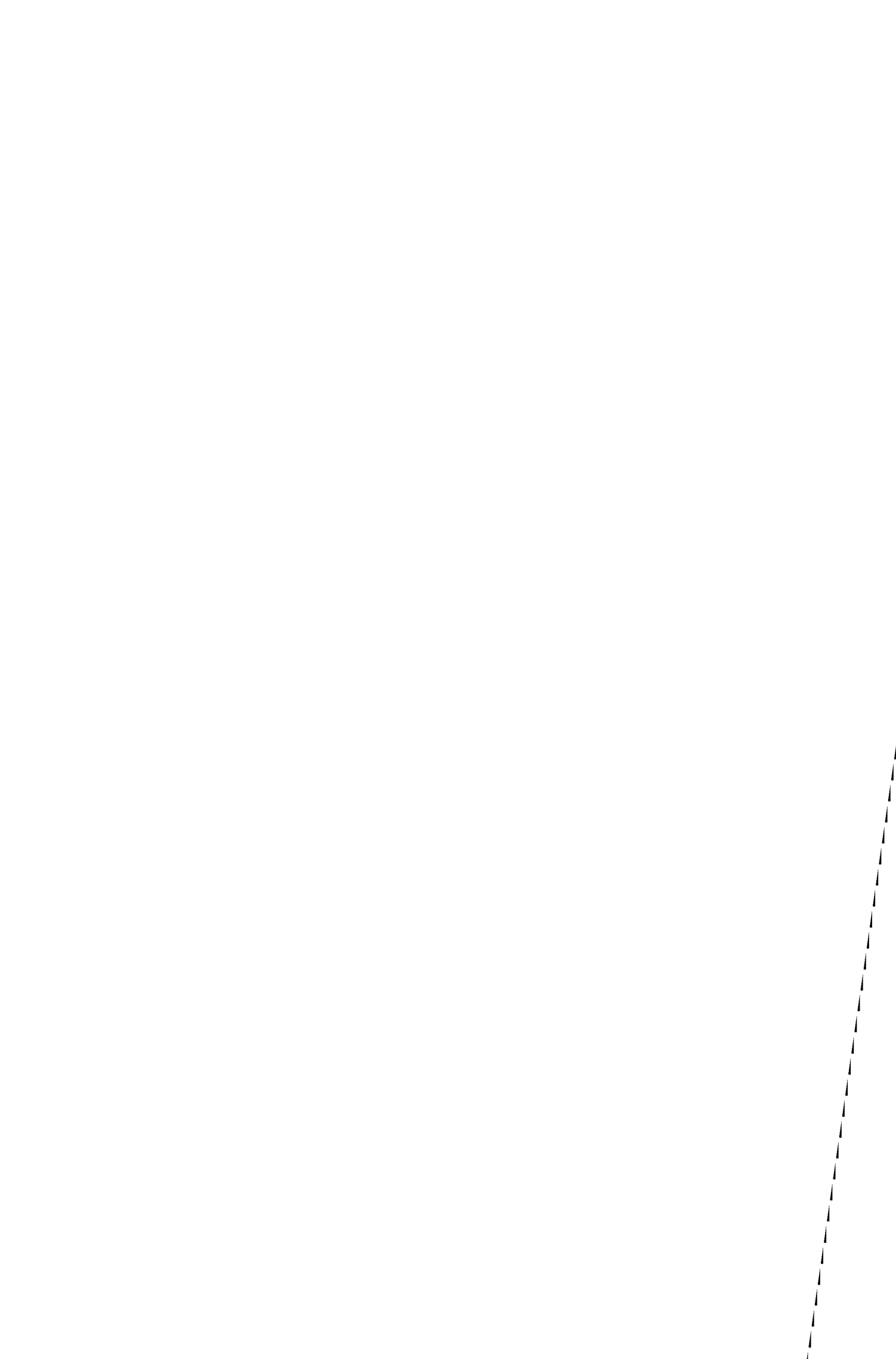
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ORGANISATION FOR ECONOMIC
CO-OPERATION AND DEVELOPMENT

INTERNATIONAL ENERGY AGENCY

RESTRICTED

Paris, 22 December, 1975

IEA/CRD(75)3

COMMITTEE ON ENERGY RESEARCH AND DEVELOPMENT

WORKING PARTY ON NUCLEAR SAFETY

IMPLEMENTING AGREEMENT FOR
MULTILATERAL EXCHANGE OF INFORMATION
ON NUCLEAR SAFETY

1. Attached herewith for consideration by members of the Working Party is a final revised copy of the Implementing Agreement on the Technical Exchange of Information in the Field of Reactor Safety Research and Development. This text reflects the changes made at the meeting of the Working Party held on the 30th and 31st October, 1975, as well as certain editorial changes made by the Secretariat in order to maintain reasonable consistency between the subject Agreement and previously executed Implementing Agreements. Other more substantive changes are as follows:

- the addition, in Article 2 ("Intellectual Property"), line 11, of the phrase "(with the right to sub-license)" after the phrase "shall be granted a non-exclusive license;"
- the addition of a new paragraph (e) in Article 2, providing that:

". . . 'intellectual property' shall mean intellectual property as defined in Article 2 (viii) of the Convention Establishing the World Intellectual Property Organization, signed on 14th July, 1967, as well as proprietary information."; and

- the addition, at the end of the final sentence in the last paragraph of Article 6 ("Final Provisions"), of the phrase "and to the European Communities."

2. In order to permit the prompt signature of this Agreement, it is requested that participants indicate, not later than 30th January, 1976, that the text is acceptable for the preparation of final signature copies. Countries wishing to participate in the Exchange are also requested to indicate, by or before the 30th January, 1976, the precise identity of the proposed Contract Parties and the individuals who are expected to sign the Agreement on their behalf.

The Contracting Parties

CONSIDERING that the Contracting Parties have a mutual interest in co-operating on an international basis with each other in respect of the safety of nuclear reactors and believe that research on nuclear safety can be improved by encouraging and extending wherever practical the present exchange of technical information among the Contracting Parties;

CONSIDERING that the Contracting Parties, being either governments or parties proposed by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, wish to take part in the Technical Exchange of Information in the field of Research and Development in-Reactor-Safety (the "Technical Exchange") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement, including the area of energy research and development in reactor safety;

CONSIDERING that in the Governing Board of the Agency on 28th July, 1975, the Governments approved the Technical Exchange as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognised the establishment of the Technical Exchange as an important component of international co-operation in the field of coal research and development;

CONSIDERING that the OECD Nuclear Energy Agency has agreed to assist in carrying out the Technical Exchange;

HAVE AGREED as follows:

Article 1

OBJECTIVES

- (a) The Contracting Parties agree to exchange technical information related to research in reactor safety in their respective countries and in international organisations, by contribution to the Agency Nuclear Safety Research Index, exchange of technical and progress reports and joint meetings of experts.
- (b) Each Contracting Party is encouraged to exchange with all other Contracting Parties such additional information in the field of reactor safety research as may be in its possession or available to it, and which it has the right to disclose, in such specific detail as it may determine to be appropriate.
- (c) The obligations of the Contracting Parties under this Agreement may be further implemented by other multilateral or bilateral exchange agreements which are undertaken to enhance more comprehensive co-operation in projects of specific mutual interest.
- (d) The Contracting Parties support the widest possible dissemination of information developed under this Agreement to all States which participate in the International Energy Program as participating countries of the International Energy Agency ("Participating Countries") subject to the need to protect intellectual property and to the following limitations:
- (1) No Contracting Party shall be required to provide information treated as proprietary or privileged under the law of its own country.
 - (2) The application or use of any information exchanged or transferred between Contracting Parties 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.
 - (3) Any information transmitted under this Agreement and which is subject to limited dissemination in order to protect intellectual property, should be appropriately marked and identified, and such information so marked shall not be published by the recipient Contracting Parties without the consent of the originating Party, except as required by a final order of a judicial or other body having the right so to order.

Article 2

INTELLECTUAL PROPERTY

(a) With respect to intellectual property made, conceived, or developed from information transmitted under this Agreement by personnel of a recipient Contracting Party or by any person receiving such information from a recipient Contracting Party, which intellectual property was made, conceived, or developed as a direct result of the information received ("resulting intellectual property") the recipient Contracting Party or its Government shall determine the allocation of all rights to such resulting intellectual property in all countries; provided however that the Contracting Party transmitting the original information shall be granted a non-exclusive licence (with the right to sub-licence) to such resulting intellectual property in all countries other than the country of the making, conceiving, or developing Contracting Party for use in the production or utilisation of special nuclear material or atomic energy.

(b) Each Contracting Party will take all necessary steps to protect and respect intellectual property and protect proprietary information in accordance with the laws of its respective country and international law.

(c) Each Contracting Party shall, without prejudice to any rights of inventors under its national law, provide all necessary co-operation from its authors and inventors required to carry out the provisions in this Agreement regarding intellectual property.

(d) Each Contracting Party or its Government shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(e) On this Article "intellectual property" shall mean intellectual property as defined in Article 2 (viii) of the Convention Establishing the World Intellectual Property Organisation, signed on 14th July, 1967, as much as proprietary information.

Article 3

IMPLEMENTATION

(a) Each Contracting Party shall appoint one or more co-ordinators whose duty it will be to develop and co-ordinate the arrangements and procedures for implementing an effective exchange of information under this Agreement. A co-ordinator or co-ordinators may be appointed for each reactor type.

(b) Each Contracting Party shall notify the other Contracting Parties and the Executive Director of the Agency of the co-ordinator or co-ordinators chosen to represent it.

(c) The co-ordinators shall organise at least one annual meeting and such other meetings as may be mutually agreed upon to consider past achievements, problems, methods for improving the effectiveness of this Agreement and the design of future programmes, all with the objective of improving the exchange of information. The co-ordinators shall provide all Participating Countries with a periodic report on the progress of the Technical Exchange and shall report to the Governing Board as requested.

(d) In carrying out the Technical Exchange under this Agreement, the Contracting Parties shall co-ordinate their activities with those of other services set up under the auspices of the Organisation for Economic Co-operation and Development ("OECD"), as necessary, in order to avoid duplication of activities. In particular, the annual meeting of the co-ordinators shall be organised in conjunction with the plenary meeting of the Committee on the Safety of Nuclear Installations of the OECD Nuclear Energy Agency.

(e) The Contracting Parties shall, in operating the Technical Exchange, take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, modification thereof, as well as other decisions of the Governing Board in that field. The termination of those Guiding Principles shall not affect this Agreement which shall continue in force in accordance with the terms hereof.

Article 4.

FINANCIAL RESPONSIBILITY

(a) Each Contracting Party shall bear the costs it incurs in providing information for the Technical Exchange.

(b) The participation of each Contracting Party in the Technical Exchange shall be subject to the laws and regulations applicable to the Contracting Party and to the appropriation of funds by the appropriate governmental authority.

Article 5

ADDITION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) Participation in the Technical Exchange as a Contracting Party shall, with the agreement of the Contracting Parties, be open to the government of an Agency Participating Country (or a national agency, public organisation, private corporation, company or other entity proposed by such government) which requests participation in the Technical Exchange, signs this Agreement and assumes the rights and obligations of a Contracting Party.

(b) The government of any other Member of the Organisation for Economic Co-operation and Development may, on the proposal of the Contracting Parties, be invited by the Governing Board of the Agency to Participate in the Technical Exchange as a Contracting Party (or to propose a national agency, public organisation, private corporation, company, or other entity to do so), to sign this Agreement and to assume the rights and obligations of a Contracting Party.

(c) The European Atomic Energy Community may take part in this agreement in accordance with Article IV (c) of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the Agency on 28th July, 1975.

(d) Any Contracting Party may withdraw from this Agreement at any time by giving six months written notice to that effect to the Executive Director of the Agency.

Article 6

FINAL PROVISIONS

(a) This Agreement shall remain in force for an initial period of five years from the date hereof. It may be extended thereafter by agreement of the Contracting Parties.

(b) This agreement may be amended at any time by the Contracting Parties. Such Amendments shall come into force in a manner determined by the Contracting Parties. All Amendments to this Agreement shall be communicated in writing to the Executive Director of the Agency.

(c) The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this day of , 1976.

ORGANISATION FOR ECONOMIC
CO-OPERATION AND DEVELOPMENT

INTERNATIONAL ENERGY AGENCY

RESTRICTED

Paris, 22 December 1975

IEA/CRD(75)2

COMMITTEE ON ENERGY RESEARCH AND DEVELOPMENT

FUSION POWER COORDINATING COMMITTEE

IMPLEMENTING AGREEMENT

FOR A CO-OPERATIVE RESEARCH AND DEVELOPMENT

PROGRAMME LEADING TO CONSTRUCTION OF AN

INTENSE NEUTRON SOURCE

1. Attached herewith for consideration by members of the Fusion Power Co-ordinating Committee, is a final revised copy of the Implementing Agreement for A Co-operative Research and Development Programme Leading to Construction of an Intense Neutron Source. This text incorporates suggested changes submitted to the Secretariat since the first revision of the Agreement was circulated on 7th October, 1975, as well as editorial changes made by the Secretariat in order to maintain reasonable consistency between the subject Agreement and previously executed Implementing Agreements. The following substantive changes have been made in the text:

- In Article 1 ("Objectives"), the phrase "at the Los Alamos Scientific Laboratory ("LASL") of the United States . . . etc." has been modified to read:

"at the Los Alamos Scientific Laboratory ("LASL") operated by the University of California under a contract with . . . etc." (new language under-scored);

- A new paragraph has been added to Article 1 ("Objectives") as follows:

"The Contracting Parties agree further that it is their intent, if the co-operative research leading to construction of an Intense Neutron Source as described above proves to be mutually beneficial and satisfactory, to continue the working arrangements of this Agreement into the research and operation phases of the INS project as may be agreed upon by the Contracting Parties concerned."

- In paragraph (c)(i)(b) of Article 5 ("Patents"), the phrase "royalty-free license" has been changed to read "paid-up license."

2. In order to permit the prompt signature of this Agreement, it is requested that Delegations indicate not later than 30th January, 1976, that the text is acceptable for the preparation of final signature copies. Countries wishing to participate in the Agreement are also requested to indicate, by or before the 30th January, 1976, the precise identity of the proposed Contract Parties and the individuals who are expected to sign the Agreement on their behalf.

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A CO-OPERATIVE RESEARCH
AND DEVELOPMENT PROGRAMME LEADING
TO CONSTRUCTION
OF AN INTENSE NEUTRON SOURCE

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments, pursuant to Article III of the Guiding Principles for Co-operation in the field of Energy Board and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, wish to take part, in accordance with this Agreement, in a co-operative research and development programme (the "Program") associated with construction of an Intense Neutron Source which is to provide information on materials behavior of importance to the design of fusion reactors;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program (the "I.E.P. Agreement") to undertake national programmes and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement, including the area of energy research and development on controlled thermonuclear fusion;

CONSIDERING that the Governing Board of the Agency, on 28th July, 1975, approved the Program as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognised the establishment of the Program as an important component of international co-operation in the field of controlled thermonuclear fusion;

HAVE AGREED as follows:

Article 1

OBJECTIVES

The Contracting Parties agree to co-operate, in accordance with the provisions of this Agreement, in co-operative research activities associated with the development and construction of an Intense Neutron Source (INS) at the Los Alamos Scientific Laboratory ("LASL") operated by the University of California under a contract with the United States Energy Research and Development Administration ("USERDA"), with special emphasis on the following disciplines:

- ion source development;
- vacuum engineering;
- experimental and theoretical aerodynamics; and
- systems and facility engineering.

The Contracting Parties agree further that it is their intent, if the cooperative research leading to construction of an Intense Neutron Source as described above proves to be mutually beneficial and satisfactory, to continue the working arrangements of this Agreement into the research and operation phases of the INS project as may be agreed upon by the Contracting Parties concerned.

The Contracting Parties may, by mutual agreement, add other disciplines to those listed herein.

The technical aspects of the INS are described in Appendix 1 of this Agreement.

Article 2

SCOPE OF PROGRAM

(a) Co-operation between the Parties in the activities to be conducted under this Agreement shall include:

- exchange of information between the Parties in the areas set forth in Article 1;
- assignments of scientists, engineers and other technical personnel to work at LASL in the field or fields of their expertise;
- conduct of joint experimental or theoretical projects at LASL as agreed by the Parties.

(b) All co-operative activities involving assignments of personnel shall be in accordance with specific arrangements between the sending Party and LASL.

Article 3

EXCHANGE OF INFORMATION

(a) Each Contracting Party which assigns personnel to LASL in accordance with Article 4 hereof shall provide to LASL all experimental and theoretical data in its possession which is relevant to the activities to be conducted by such personnel, and which it is in a position to furnish.

(b) In general, information exchanged in connection with this Agreement may be made available for public dissemination at the discretion of the Contracting Parties. However, it is recognised that certain information made available pursuant to paragraph (a) of this Article 3 may contain industrial property of a proprietary nature. Such property, which may include trade secrets, invention, patent information and "know-how", and which was acquired by a Party prior to or outside the course of activities conducted under this Agreement, shall be defined for the purposes of this Agreement as information which:

- (1) Is of a type customarily held in confidence by commercial firms;
- (2) Is not generally known or publicly available from sources other than the Program;
- (3) Has not previously been made available to others by the Party supplying it except under an agreement protecting its confidentiality; and
- (4) Is not already in the possession of the recipient Party or its Contractor.

Industrial property of a proprietary nature, as defined above, shall be respected by the recipient party, shall not be used for commercial purposes, and shall not, except as may be required by the laws applicable to the respective Parties, be made public without the consent of the Party originating such industrial property. Industrial property of a proprietary nature which is exchanged shall be clearly marked by the sending Party, and shall be used only in furtherance of the Parties' INS research and development programme. Dissemination of such information will be limited to:

- (5) Persons within or employed by the recipient Party and to other concerned agencies of the recipient Party's government; and
- (6) Prime or subcontractors of the recipient Party's government for use only within the framework of its contracts relating to the subject-matter of the information so disseminated.

Each Party shall exercise its best efforts to ensure that dissemination of industrial property of a proprietary nature received under this Agreement is controlled as prescribed herein.

(c) All experimental data and results of analyses developed in connection with, and during co-operative activities carried out under assignments shall be made available to the Contracting Party assigning the personnel involved in such activities, and to such

personnel. Except as may be otherwise provided by United States law, nothing contained in this Agreement shall limit the right of the Contracting Parties, without further restriction, to use or disseminate such information.

Article 4

ASSIGNMENT OF PERSONNEL

- (a) The Contracting Parties may assign up to a total of five experts in the fields set forth in Article 1 to work at LASL in accordance with agreements between USERDA and the assigning Party. Such agreements will specify the work plan to be followed by such experts.
- (b) The procedures to be followed in assigning experts shall be as follows:
- (1) Each Party desiring to assign an expert shall submit its nomination(s) to the JEA Fusion Power Coordinating Committee ("FPCC") or such other body as may be designated by that Committee and to USERDA, at least four months prior to the expected assignment date. Each such nomination shall specify the qualifications of the expert and the intended work plan to be followed by the expert at LASL.
 - (2) USERDA shall, as soon as possible, notify the Committee of the acceptability of the assignment.
 - (3) The nominating Party and USERDA shall, in consultation with the FPCC, as required, attempt to reach agreement upon the specific terms applicable to such assignments, after which the assignment may be implemented.
- (c) The duration of each assignment shall normally be one year, except as may otherwise be agreed by the respective Parties.
- (d) Publications resulting from theoretical or experimental investigations carried out in connection with the Program shall normally be issued in the form of joint reports of the Contracting Parties or individuals who contributed to the investigations.
- (e) All personal expenses associated with an assignment shall be borne by the assigning Party. Such expenses shall include, but not be limited to, costs of salary, travel, insurance and living expenses of the assigned personnel. Assigned personnel shall in no way be deemed to be employees of LASL or of USERDA by virtue of their assignment.
- (f) The Assigning Party agrees to indemnify and hold harmless USERDA, and any person acting on their behalf for any damages, liabilities, or costs arising out of the assignment of personnel under an agreement entered into in accordance with subparagraph (b) (3) of this Article; *provided*, however, that this provision shall not apply to damages, liabilities or costs insofar as and to the extent that they arise out of the fault or negligence of USERDA, or persons acting on their behalf.

Article 5

PATENTS

(a) The Contracting Parties support the widest possible dissemination of information generated by or made a part of the Program ("Program Results") to all IEA Participating Countries, subject only to the need to retain information concerning patentable inventions in confidence until appropriate action can be taken to protect such inventions. In order that public disclosure of inventions will not adversely affect the patent interest of the contracting parties, patent approval for release or publication of Program Results shall be obtained from the United States Government prior to any release or publication.

(b) Neither the Contracting Parties nor experts designated by them shall introduce into the Program proprietary information unless such information is specifically identified and its introduction agreed upon by the United States Government. Each Contracting Party shall take all necessary steps to protect proprietary information introduced into the Program in accordance with this paragraph and in accordance with the laws of their respective countries and with international law. "Proprietary information" shall mean information of a confidential nature (including, e.g., "know-how" and "software") appropriately marked which is not yet patented or is not patentable but is subject to property rights or to commercial or other restrictions of a contractual, customary or legal nature.

(c) With respect to any invention or discovery made or conceived during the period of, and in the course of or under the Program, the LASL on behalf of the United States Government, as recipient party, and each other Contracting Party as assigning party, hereby agree that:

(i) If made or conceived by personnel of an assigning party or its contractors while assigned to LASL or its contractors:

a. The United States Government shall acquire all right, title, and interest in and to any such invention or discovery, or patent application or patent thereon, in its own country and in all third countries, provided however that the assigning party shall be granted a non-exclusive, irrevocable, licence, with the right to grant sublicences, for use in the production or utilisation of special nuclear material or atomic energy; and

b. The assigning party shall acquire all right, title, and interest in and to any such invention or discovery, or patent application or patent thereon, in its own country, provided however that the United States Government shall receive a non-exclusive, irrevocable, paid-up licence, with the right to grant sub-licences, for use in the production or utilisation of special nuclear material or atomic energy.

(ii) If made or conceived by personnel of a Contracting Party other than in accordance with subparagraph (i) above when employing information

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which has been communicated under the Program, the Contracting Party making the invention shall acquire all right, title, and interest in and to any such invention or discovery, or patent application or patent thereon, in all countries, provided however that the United States Government shall be granted a paid-up, non-exclusive, irrevocable licence, with the right to grant sub-licences, for use in the production or utilisation of special nuclear material or atomic energy.

(d) No Contracting Party shall discriminate against citizens of the country of the other party with respect to granting any licence or sub-licence under any invention pursuant to subparagraphs (c) (i) and (c) (ii) above.

(e) Each Contracting Party or its government shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(f) Each Contracting Party shall, without prejudice to any rights of authors and inventors under its national law, provide all necessary co-operation from its authors and inventors required to carry out the provisions of this article.

Article 6

LEGISLATIVE PROVISIONS

(a) The participation of each Contracting Party in the Program shall be subject to the laws and regulations applicable to the Contracting Party and to the appropriation of funds by the appropriate governmental authority.

(b) The Contracting Parties shall, in carrying out the Program, take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination or modification of those Guiding, shall not affect this Agreement which shall remain in force in accordance with the terms hereof.

(c) Each Contracting Party shall, within the framework of applicable, existing legislation, use its best endeavors to facilitate the accomplishment of formalities involved in the exchange of persons, the importation of materials and equipment and the transfer of currency which shall be required to carry out the Program.

(d) Nothing in this Agreement shall affect the Contracting Parties' rights to enter into other arrangements for the conduct of activities associated with the subject matter of this Agreement.

Article 7

REPORTS

The Contracting Parties shall provide, at least annually, all Agency Participating Countries with periodic reports on the progress of the Program.

Article 8

ADDITION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) Participation in the Program as a Contracting Party shall, with the agreement of the Contracting Parties, be open at all times to the government of any Agency Participating Country (or a national agency, public organisation, private corporation, company or other entity designated by such government) which requests participation in the Program, signs this Agreement and assumes the obligations of a Contracting Party.

(b) The Governments of other Members of the Organisation for Economic Co-operation and Development may, on the proposal of USERDA in consultation with the Contracting Parties, be invited by the Governing Board of the Agency to participate in the Program (or to designate a national agency, public corporation, private corporation, company, or other entity to do so), to sign this Agreement, and to assume the obligations of a Contracting Party. The Program shall be open to the participation of other international organisations in accordance with this paragraph.

(c) Any Contracting Party may withdraw from this Agreement at any time by giving six months written notice to that effect to the Executive Director of the Agency.

Article 9

FINAL PROVISIONS

(a) This Agreement shall remain in force for an initial period of four years from the date hereof. It may be extended thereafter by agreement of the Contracting Parties.

(b) This Agreement may be amended at any time by the Contracting Parties. Such Amendments shall come into force in a manner determined by the Contracting Parties. All Amendments to this Agreement shall be communicated in writing to the Executive Director of the Agency.

(c) The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Participating Country of the Agency and to each Member country of the Organisation for Economic Co-operation and Development.

Done in Paris, this day of , 1975.