

AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND THE
NUCLEAR WASTE MANAGEMENT ORGANIZATION OF JAPAN
IN THE FIELD OF
RADIOACTIVE WASTE MANAGEMENT

The Department of Energy of the United States of America (hereinafter referred to as “DOE”) and the Nuclear Waste Management Organization of Japan (hereinafter referred to as “NUMO”) (hereinafter referred to as “the Parties”)

Noting DOE’s responsibility in the United States for the disposal of spent nuclear fuel and radioactive wastes as well as research and development in the area of environmental restoration, and NUMO’s responsibility in Japan for the implementation of a high-level radioactive waste management program, and coordination of research and development activities;

Having a mutual interest in the safe, effective and economic disposal of radioactive waste products;

Recognizing the contribution that such research and development data, technology and experience in radioactive waste management can make to protecting the environment; and

Believing that a cooperative program of equitable sharing of their respective research and development data, technology, and experience in the management of radioactive waste would be of mutual benefit;

Have agreed as follows:

ARTICLE 1 - OBJECTIVE

The objective of this Agreement is to establish a framework for cooperation in the management of radioactive wastes for the purpose of minimizing the consequences of radioactive contamination on health and environment. Cooperation between the Parties shall be on the basis of mutual benefit, equality, and reciprocity.

ARTICLE 2 - AREAS OF COOPERATION

Cooperation under this Agreement may include the following areas related to implementation of a High-Level Nuclear Waste repository program in Japan:

- A. Characterization of geologic formations;
- B. Field and laboratory testings;
- C. Engineering technology for engineered barriers;
- D. Engineering technology related to design, construction, operation, and closure for repository;
- E. Environmental and safety issues;
- F. Performance/safety assessment issues;
- G. Information management and quality assurance;
- H. Public acceptance issues;
- I. Experience in siting of facilities;
- J. Such other areas of cooperation as may be agreed by the Parties in writing.

ARTICLE 3 - FORMS OF COOPERATION

Cooperation under this Agreement may include the following forms:

- A. Exchange or assignment of scientists, engineers, and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices, and other facilities and enterprises of each of the Parties or its contractors in accordance with Article 7;
- B. Exchange of scientific, technical and public acceptance information, and results of research development and social impact studies;
- C. Exchange of samples, materials, and equipment for testing;
- D. Organization of and participation in seminars and other meetings on specific topics in the areas of cooperation listed in Article 2;

- E. Short visits by specialist teams or individuals to the radioactive waste management facilities of the other Party subject to the prior written agreement of the Party;
- F. Observation of and participation in studies related to the areas of cooperation listed in Article 2;
- G. Joint projects in which the Parties agree to share work and/or costs; and
- H. Such other specific forms of cooperation as the Parties may agree.

ARTICLE 4 - MANAGEMENT

- A. Each Party shall name a Principal Coordinator to supervise activities under this Agreement. The Principal Coordinators shall meet annually, alternately in the United States and in Japan, to evaluate the status of cooperation under this Agreement. This evaluation will include a review of the achievements, problems, and effectiveness of activities under this Agreement. The Principal Coordinators also will consider future program opportunities with a view to maximizing the mutual benefits of cooperation.
- B. Subject to the prior approval of the Parties, the Principal Coordinators may appoint Technical Coordinators to manage specific cooperative activities initiated under this Agreement and to establish and maintain working contacts at the staff level.

ARTICLE 5 - IMPLEMENTING ARRANGEMENTS

When the Parties agree to undertake a form of cooperation set forth in paragraphs A, C, G or H of Article 3, the Parties shall conclude an Implementing Arrangement, which shall be annexed to this Agreement and subject to its terms. Each Implementing Arrangement shall include detailed provisions for carrying out the activity, and shall cover such matters as technical scope, total costs, cost-sharing between the Parties, project schedule, management of the cooperation, exchange of equipment, and any special provisions necessary for treatment of business confidential information, intellectual property, and information disclosure specific to the particular project. Activities under Implementing Arrangements may involve, as appropriate, laboratories of the Parties or their contractors or their contractors' subsidiaries.

ARTICLE 6 - EXCHANGE OF INFORMATION

The Parties agree that information provided or exchanged under this Agreement may be given wide distribution for ensuring transparency and traceability of documents published by either Party, and may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties, subject to the provisions of Article 8 and

the Annex on “Protection and Distribution of Intellectual Property Rights and Other Rights of a Proprietary Nature.”

ARTICLE 7 - EXCHANGE OF PERSONNEL

- A. Whenever an assignment or exchange of personnel is contemplated under paragraph A of Article 3, each Party shall ensure that qualified personnel are selected for assignment to the other Party;
- B. Each Party shall be responsible for the salaries, travel, and living expenses of its personnel while on assignment to the host Party, unless otherwise agreed;
- C. The Receiving Party shall arrange for accommodations for assigned personnel and families of the other Party or its contractors on a mutually agreeable reciprocal basis;
- D. The Receiving Party shall provide all necessary assistance to the assigned personnel and their families regarding administrative formalities such as travel arrangements and work permits; and
- E. Assigned personnel shall conform to the general and special rules of work and safety regulations in force at the establishment of the Receiving Party, unless otherwise agreed in separate implementing arrangements. Such special rules of work may include restrictions on access to sensitive or classified facilities or areas.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Implementing Arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in the attached Annex, “Protection and Distribution of Intellectual Property Rights and Other Rights of a Proprietary Nature.”

ARTICLE 9 - SECURITY OBLIGATIONS

The Parties shall not provide or exchange information which is classified under the laws of either Party.

ARTICLE 10 - GENERAL PROVISIONS

- A. All equipment supplied and information transmitted by one Party to the other Party under this Agreement shall be appropriate and accurate to the best knowledge and belief of the supplying and transmitting Party, but the Party does not warrant the accuracy, completeness, usefulness, or suitability of any equipment or services supplied or information or data transmitted for any particular use or application by the receiving Party or by any third party. All equipment and information developed jointly by the

Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed equipment and information nor its suitability for any particular use or application by either Party or by any third Party.

- B. Unless otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.
- C. If one Party finds it necessary, that Party shall have the opportunity to observe activities under this Agreement in a facility of the other Party, subject to the approval of the other Party.
- D. Each Party's activities under this Agreement shall be in accordance with its national laws and regulations.
- E. All questions of interpretation and implementation related to this Agreement shall be settled by the Parties by mutual agreement.
- F. Each Party shall carry out its activities under this Agreement subject to the availability of appropriated funds.

ARTICLE 11 - DURATION, AMENDMENT AND TERMINATION

This Agreement shall enter into force upon signature, remain in force for five years, and be automatically extended for further five-year periods unless either Party notifies the other in writing three months prior to expiration of the first five-year period or each succeeding five-year period of its intent to terminate the Agreement. It may be amended by agreement of the Parties. This Agreement may be terminated upon a six-month advance notification in writing by the Party seeking to terminate it. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination. Joint efforts and experiments not completed at the expiration or termination of this Agreement may, on agreement of the Parties, be continued until their completion under the terms of this Agreement.

DONE, in duplicate, at _____, this _____ day of _____, 2001.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:

FOR THE NUCLEAR WASTE
MANAGEMENT ORGANIZATION OF
JAPAN:

