

**CO-OPERATION AGREEMENT**

between

**United Kingdom Nirex Limited**

and

**The Nuclear Waste Management Organisation of Japan  
(NUMO), Japan**

in

**THE FIELD OF HIGH-LEVEL RADIOACTIVE WASTE  
MANAGEMENT**

## CO-OPERATION AGREEMENT

**THIS AGREEMENT** is made on the                      day of                      2004

between

**UNITED KINGDOM NIREX LIMITED** registered in England number 1927761, whose registered office is at Curie Avenue, Harwell, Didcot, Oxfordshire OX11 0RH, UK ("Nirex")

and

**THE NUCLEAR WASTE MANAGEMENT ORGANIZATION** of Japan (NUMO), whose registered office is at Mita NN Bldg., 1-23, Shiba 4-Chome, Minato-ku, Tokyo 108-0014, Japan.

### **IN THE FIELD OF HIGH-LEVEL RADIOACTIVE WASTE MANAGEMENT**

#### **WHEREAS**

United Kingdom Nirex Limited and The Nuclear Waste Management Organization of Japan (NUMO), hereinafter referred to as the Parties, have a mutual interest in high-level radioactive waste management;

AND WHEREAS Nirex and NUMO believe that a co-operative program of equitable sharing of their respective technology and experience in the management of high-level radioactive waste would be of mutual benefit;

AND WHEREAS Nirex and NUMO recognise the contribution that such technology and experience in high-level radioactive waste management can make to protecting the environment.

#### **IT IS AGREED AS FOLLOWS**

##### **ARTICLE 1 – OBJECTIVES**

Co-operation under this Agreement shall be directed towards mutually agreed topics associated with the management of high-level radioactive waste. Co-operation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.

##### **ARTICLE 2 – AREAS OF COOPERATION**

The areas of co-operation in the field of high-level radioactive waste management covered by this Agreement may include:

- 1            Methodology and techniques for the selection and characterisation of geological formations;
- 2            Engineering options for repository implementation;
- 3            Method and techniques for overall system analysis;
- 4            Information management and quality assurance;
- 5            Public acceptance and confidence-building.

Other areas of co-operation may be added by mutual written agreement.

In addition, it is envisaged that each Party may require consultancy services from the other Party within the areas stated in Article 2. Such services shall be rendered pursuant to separate agreements on a commercial basis in the terms and conditions used for such services by the Party providing the consultancy service.

### **ARTICLE 3 – FORMS OF CO-OPERATION**

Co-operation under this Agreement may include, but is not limited to, the following forms:

- 1 Exchange of scientists, engineers and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centres, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors. Such exchanges of staff shall be in accordance with Article 5 of this Agreement.
- 2 Exchange of scientific and technical information and results of research and development, as well as exchange of information relevant to legal, societal and ethical aspects. Such exchanges of information shall be in accordance with Article 6 of this Agreement.
- 3 Organisation of, and participation in, seminars and other meetings on specific agreed topics in the areas listed in Article 2.
- 4 Short visits by specialist teams or individuals to the high-level radioactive waste management facilities of the other Party.
- 5 Observation of, and participation in, studies dealing with the areas of co-operation listed in Article 2, subject in each case to a separate written agreement.

Joint projects, in which the Parties agree to share the work and/or costs, are subject in each case to a separate written agreement. The relative contribution to costs shall be determined in each case, allowing for the efforts to be invested by each Party and for the value of background information, infrastructure or support work contributed by each Party.

Other forms of co-operation may be added by mutual written agreement.

### **ARTICLE 4 – MANAGEMENT**

To supervise the execution of this Agreement each Party shall name a Co-ordinator. The Co-ordinators shall normally meet annually to review the past year's activities, to evaluate the status of co-operation, including the balance of exchanges, and to approve plans for the following year's activities. The Co-ordinators shall also consider any new major proposals for co-operation. Day-to-day management of the co-operation shall be carried out by Correspondents designated by each Co-ordinator.

### **ARTICLE 5 – ATTACHMENT OF STAFF**

- 1 Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.
- 2 Each such attachment shall be the subject of a separate attachment agreement between the Parties.
- 3 Each Party shall be responsible for the salaries, travel and living expenses of its personnel while on attachment to the host Party, unless otherwise agreed, which will include allocation of the liabilities of outplaced staff to third parties.
- 4 The host establishment shall arrange for accommodation for the attached staff and families of the other Party or its contractors on a mutually agreeable, reciprocal basis.

- 5 Each Party shall provide all necessary assistance to the attached staff and their families regarding administrative formalities such as travel arrangements and work permits.
- 6 The attached personnel shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

## **ARTICLE 6 – EXCHANGE OF INFORMATION**

### **1 General**

The Parties agree that information provided, exchanged or arising under this Agreement may be given wide distribution for ensuring transparency and traceability of documents to be published by either Party, subject to the need to protect proprietary information, to copyright restrictions and to the provisions of Article 7. Wherever practicable, information shall be made available in the English language. Such information may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

### **2 Use of Proprietary Information**

#### **A Definitions as used in this Agreement**

- i) The term "information" means scientific or technical data, results or methods of research and development and any other information intended to be provided, exchanged or arising under this Agreement.
- ii) The term "proprietary information" means information provided or exchanged which contains trade secrets or commercial or financial information which is privileged or confidential and includes such information which is provided by either Party as discussion material or orally communicated.
- iii) The term "intellectual property" means any know-how or other rights in information, without prejudice to the generality of the foregoing, which includes patents, trademarks, copyright and design rights.

#### **B Procedures**

- i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following, or substantially similar, restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated ..... between Nirex, UK and NUMO, Japan, and shall not be disseminated outside these organisations, their contractors and the concerned departments and agencies of the UK and Japan without prior approval of ....."

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed without restriction."

- ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to persons within or employed by the receiving Party and concerned Government departments, and Government agencies in the country of the receiving Party.

Provided that any such proprietary information shall be disseminated pursuant to an Agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-section 2B(i) above.

- iii) With the prior consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing sub-section (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval upon its sole discretion to the extent permitted by its national policies, regulations and laws.
- iv) The foregoing provisions of this Clause B shall not apply to information:
- a) which is generally available to the public at the time of receipt thereof by the receiving party;
  - b) which becomes publicly available through no act or failure to act on the part of the receiving party;
  - c) which demonstrably was already lawfully known to or in possession of the receiving party prior to receipt thereof;
  - d) which corresponds in substance to information previously obtained by the receiving party from third parties having a *bona fide* right to transmit the same;
  - e) which is ordered to be produced by a Court of competent jurisdiction.

### **C Information not freely available**

In cases where information requested by one Party is not freely available and is of commercial value, for example, but not limited to, intellectual property, the Parties may separately agree the terms and conditions to be applied.

## **ARTICLE 7 – PATENTS**

- 1 With respect to any invention or discovery made or conceived in the course of or under this Agreement by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (the Receiving Party) or its contractors, in connection with exchange of scientists, engineers and other specialists:
- a) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the Assigning Party, its Government and its nationals designated by it, in all such countries.
  - b) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Receiving Party, its Government and its nationals designated by it, in such country.
- 2 With respect to any invention or discovery made or conceived in the course of or under this Agreement by a Party or its contractors as a direct result of employing information which had been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire

all right, title and interest in and to such invention or discovery in all countries, subject to the grant to the other Party, its Government and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in all such countries.

- 3 Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Parties until a patent application has been filed in either country of the Parties; provided, however, that this restriction on publication or dissemination shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of the Party reporting the invention to mark appropriately reports which disclose inventions that have not been appropriately protected by the filing of a patent application.
- 4 Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its inventors and authors required to carry out the provisions of this Article and Article 8.

### **ARTICLE 8 – COPYRIGHT**

Copyrights of the Parties shall be accorded treatment consistent with internationally recognised standards of protection. As to copyrights on materials within the scope of Paragraph I of Article 6 above owned or controlled by a Party, that Party shall make all reasonable efforts to grant to the other Party a license to reproduce or translate the copy-righted materials.

### **ARTICLE 9 – DISCLAIMER**

- 1 Neither party makes any representation or warranty with respect to the accuracy, completeness or fitness for use of any information submitted to the other party hereunder, and shall have no liability whatsoever on account of damage or injury, direct or consequential, occasioned by such information or its use in any manner whatever by the receiving party.
- 2 The receiving party shall indemnify and hold harmless the submitting party against any claim by third parties on account of damage or injury occasioned by the use in any manner by the receiving party of information received by it.

### **ARTICLE 10 – Proprietary Information upon Termination of the Co-operation Agreement**

- 1 Upon expiry or termination of this Agreement, within a reasonable period from a request of the Party providing or exchanging proprietary information under this Agreement (the Disclosing Party), the recipient Party (Recipient) shall promptly return or arrange for deletion of, as appropriate, all proprietary information so requested by the Disclosing Party along with all copies of the same in whatever form or any notes, summaries or other tangible material containing the proprietary information.
- 2 The provisions set out in Clause 10.1 shall not affect the obligations of the Parties to maintain the confidentiality of the proprietary information which shall remain in force indefinitely.

## ARTICLE 11 – GOVERNING LAWS AND LEGAL ACTIONS

- 1 This Agreement shall be constructed and interpreted in accordance with the laws of England.
- 2 This Agreement shall be governed by the laws of Japan for activities performed in Japan.
- 3 For activities performed in England this Agreement shall be governed by the laws of England.
- 4 All disputes arising in connection with the present Agreement shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in Vienna, Republic of Austria in the English language.

## ARTICLE 12 – COSTS

Except when otherwise agreed, all costs resulting from co-operation under this Agreement shall be borne by the Party that incurs them. Co-operation under this Agreement shall be subject to the availability of appropriate funds.

## ARTICLE 13 – ENTRY INTO FORCE AND TERMINATION

- 1 This Agreement shall enter into force upon the later date of signature and, subject to Paragraph 2 of this Article, shall continue for a five-year period.
- 2 This Agreement may be amended or extended at any time by mutual written agreement of the Parties.
- 3 This Agreement may be terminated at any time at the discretion of either Party, upon six months advance notification in writing. Such termination shall be without prejudice to the rights which may have accrued to either Party up to the date of such termination.

### Done in Duplicate

Harwell,  
Date:

Tokyo,  
Date:

*for:*  
United Kingdom Nirex Limited, UK

*for:*  
The Nuclear Waste Management  
Organization of Japan (NUMO), Japan

Chris Murray  
Managing Director

Kazunao Tomon  
President