

COOPERATION AGREEMENT

between

**Agence Nationale pour la Gestion des Dechets Radioactifs (ANDRA),
France**

and

**Nuclear Waste Management Organization of Japan (NUMO),
Japan**

in

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

COOPERATION Agreement

between

Agence Nationale pour la Gestion des Dechets Radioactifs (ANDRA), Parc de la Croix Blanche
1/7, rue Jean Monnet 92298 Chatenay-Malabry Cedex, France

and

Nuclear Waste Management Organization of Japan (NUMO), Mita NN Bldg., 1-23,
Shiba 4-Chome, Minato-ku, Tokyo 108-0014, Japan

IN THE FIELD OF HIGH-LEVEL RADIOACTIVE WASTE MANAGEMENT

WHEREAS

Agence Nationale pour la Gestion des Dechets Radioactifs (ANDRA) 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 ANDRA and NUMO believe that a cooperative 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 ANDRA and NUMO recognize the contribution that such technology and experience in high-level radioactive waste management can make to protecting the environment, while furthering the safe and economic application of nuclear energy.

IT IS AGREED AS FOLLOWS

ARTICLE 1 - OBJECTIVES

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

ARTICLE 2 - AREAS OF COOPERATION

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

- 1 Approach for promoting site selection process
- 2 Methodology and techniques for the selection and characterization of geological formations

- 3 Engineering technology for repository and engineered barriers
- 4 Methodology and techniques for performance assessment
- 5 Information management and quality assurance
- 6 Public acceptance and confidence building

Other areas of cooperation may be added by mutual written agreement.

ARTICLE 3 - FORMS OF COOPERATION

Cooperation under this Agreement may include, but is not limited to, the following forms:

- 1 Exchange or attachment 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.
- 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 Organization 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 facilities of the other Party.
- 5 Observation of, and participation in, studies dealing with the areas of cooperation listed in Article 2.
- 6 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 cooperation may be added by mutual written agreement.

ARTICLE 4 - MUTUAL WRITTEN AGREEMENTS

- 1 If required by one of the Parties, the cooperation between the Parties in any area of form as contemplated under this Agreement shall be performed under appropriate mutual written agreements to be entered into the Parties.
Mutual written agreements shall contain detailed provisions for carrying out the proposed activities, including but not limited to such matters as technical scope, financial compensation, schedule, intellectual property rights, warranties, disputes and arbitration, liability, and indemnification against third party claims.
- 2 Each Party retain the freedom to enter into other agreement for cooperation with any third parties if it determines that this would be beneficial to its interests.

ARTICLE 5 - MANAGEMENT

To supervise the execution of this Agreement each Party shall name a Coordinator. The Coordinators shall normally meet 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. The Coordinators shall also consider any new major proposals for cooperation. Day-to-day management of the cooperation shall be carried out by Correspondents designated by each Coordinator.

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 Definition 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 scientific, 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.

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 restrictive legend:
"Proprietary Information".
This notice shall be marked on any reproduction hereof. These limitations shall automatically terminate when this information is disclosed without restriction in compliance with sub-section 2.B. (iii).
- (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 2.B.(i) above.

- (iii) With the prior written 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.

C In cases where information requested by one Party is not freely available and is of commercial value, 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 cooperation 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 recognized standards of protection. As to copyrights on materials within the scope of Paragraph 1 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 - LIABILITY

Neither Party shall have any liability to the other in connection with performance or non-performance of this Agreement, whether direct, indirect, or consequential damages. The items and conditions of other specific agreements including, but not limited to, the mutual written agreement shall specify provisions for liabilities of the signing parties under such agreement.

ARTICLE 10 - GOVERNING LAWS AND LEGAL ACTIONS

- 1 This agreement shall be governed by the laws of Japan for activities performed in Japan or activities under the responsibility of NUMO.
- 2 For activities performed in France or activities under the responsibility of ANDRA, this Agreement shall be governed by the laws of France.
- 3 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 Japan (Tokyo) if NUMO is the defending party and in France (Paris) if ANDRA is the defending party. The arbitration shall be held in the English language.

ARTICLE 11 - COSTS

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

ARTICLE 12 - 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.

ARTICLE 13 - NOTICE

All notices from one Party to the other Party shall be given to the respective coordinators as provided in Article 5 of this Agreement whose addresses are shown below:

AGENCE NATIONALE POUR LA GESTION DES DECHETS RADIOACTIFS (ANDRA)
Parc de la Croix Blanche, 1/7 rue Jean Monnet
92298 CHATENAY-MALABRY Cedex (FRANCE)

NUCLEAR WASTE MANAGEMENT ORGANIZATION OF JAPAN (NUMO)
Mita NN Bldg., 1-23, Shiba 4-Chome,
Minato-ku, Tokyo 108-0014, Japan

IN WITNESS WHEREOF, the Parties have caused this Agreement executed in duplicate originals by their duly authorized representatives at the date of 18 December 2001.

AGENCE NATIONALE POUR LA
GESTION DES DECHETS
RADIOACTIFS (ANDRA)

NUCLEAR WASTE MANAGEMENT
ORGANIZATION OF JAPAN (NUMO)

Representing ANDRA

Representing NUMO

Signature

Signature

Yves LE BARS

Kazunao TOMON

Printed Name of Representative

Printed Name of Representative

Chairman of the Board

President

Title of Representative

Title of Representative