

No. 30569

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**UNITED STATES OF AMERICA  
and  
CANADA**

**Agreement on cooperation in radioactive waste management.  
Signed at Ottawa on 25 August 1982**

*Authentic text: English.*

*Registered by the United States of America on 2 December 1993.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
CANADA**

**Accord de coopération dans le domaine de la gestion de  
déchets radioactifs. Signé à Ottawa le 25 août 1982**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 2 décembre 1993.*

[AGREEMENT<sup>1</sup> ON COOPERATION BETWEEN THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA AND THE ATOMIC ENERGY OF CANADA LIMITED IN RADIOACTIVE WASTE MANAGEMENT]

THIS AGREEMENT made in duplicate this 25th day of August, 1982.

BETWEEN:

THE DEPARTMENT OF ENERGY OF THE UNITED STATES  
OF AMERICA  
(of the first part)

- and -

ATOMIC ENERGY OF CANADA LIMITED - L'ENERGIE  
ATOMIQUE DU CANADA LIMITEE  
(of the second part)

RESPECTING:

"COOPERATION IN RADIOACTIVE WASTE MANAGEMENT"

WHEREAS the Department of Energy of the United States of America (DOE) and Atomic Energy of Canada Limited - L'Energie atomique du Canada, Limitée (AECL) hereinafter referred to as the Parties, wish to enter into an agreement for cooperation in the area of radioactive waste management;

AND WHEREAS the Parties wish such arrangement to supersede the Memorandum of Understanding between the U.S. Energy Research and Development Administration (later DOE) and AECL relating to information in the nuclear field, dated September 8, 1976<sup>2</sup> and extended by agreement of the two Parties;

NOW THEREFORE the Parties agree as follows:

1. OBJECTIVES OF COOPERATION

Cooperation under this Agreement shall be directed towards a study of mutually agreed topics associated with the management of radioactive waste, and related activities of the nuclear fuel cycle.

<sup>1</sup> Came into force on 25 August 1982 by signature.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1094, p. 89.

## 2. FIELDS OF COOPERATION

The fields of cooperation covered by this Agreement may include:

1. Preparation and packaging of radioactive wastes.
2. Decontamination and decommissioning.
3. Surface and subsurface storage.
4. Characterization of geologic formations.
5. Disposal in geologic formations.
6. Transportation requirements.
7. Operational considerations.
8. Environmental and safety considerations.
9. Public acceptance issues.

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

## 3. FORMS OF COOPERATION

Cooperation in accordance with this Agreement may include, but is not limited to the following forms:

1. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
2. Organization of, and participation in, seminars and other meetings on specific agreed topics in the fields listed in clause 2.
3. Exchange of samples, materials, and equipment for testing.
4. Exchange 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. Such exchanges of staff shall be in accordance with clause 8 of this Agreement.
5. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate agreement pursuant to clause 5 of this Agreement.

Other specific forms of cooperation may be added by mutual written agreement.

#### 4. MANAGEMENT

1. To supervise the execution of this Agreement, the Parties shall each name a Principal Coordinator. As deemed necessary, the Principal Coordinators shall meet to evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status and plans, an assessment of the balance of exchanges among the various fields of cooperation listed in clause 2, and a consideration of measures required to correct any imbalance. These meetings shall be held alternately in Canada and the United States.

2. The Principal Coordinators shall consider and act on any major new proposals for cooperation. When such proposals involve a new field of cooperation, clause 2 of the Agreement shall be modified accordingly after assessment and agreement, in writing, of the Principal Coordinators.

3. For day-to-day implementation of this Agreement, the Principal Coordinators shall each designate Technical Coordinators to oversee the cooperation under this Agreement. The Technical Coordinators shall agree on specific programs of cooperation in their respective fields as described in clause 2 within policy guidelines set by the Principal Coordinators. The Technical Coordinator or his designee shall be responsible for the working contacts between the Parties in his respective field of cooperation.

#### 5. SUBSIDIARY AGREEMENTS

With respect to each joint project of the type contemplated by clause 3.5, a Subsidiary Agreement shall be executed by the Parties. Each Subsidiary Agreement shall include detailed provisions for carrying out the cooperative program or project and shall cover, as appropriate, such matters as technical scope, exchange of proprietary information, management of the cooperation, patents, exchange of equipment, total costs, cost sharing between the Parties, project schedule and information disclosure specific to the particular joint project. Clauses 6, 7, 8, 12, 13, 14, 15, 16, 17

and 18 of this Agreement shall be applicable to any such Subsidiary Agreement, unless the Parties otherwise agree in writing in the Subsidiary Agreement.

#### 6. FINANCE

Except when otherwise specifically agreed at the time, in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

#### 7. DISCLAIMER

Information transmitted by one Party to another Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by a receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of each Party. No Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by a Party or by any third party.

#### 8. ASSIGNMENTS AND EXCHANGES OF PERSONNEL

1. Each Party may, at its own expense, observe test activities and analytical work of the other Party. Such observation may be exercised by short term visits or by the attachment of staff, subject to the prior agreement of the receiving Party on each occasion.
2. Whenever an attachment of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.
3. The Parties will prepare agreements for attachment as may be necessary in conjunction with work assignments under this Agreement.
4. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff.