

No. 31024

**UNITED STATES OF AMERICA
and
EUROPEAN ATOMIC ENERGY COMMUNITY**

Agreement for exchange of information concerning a cooperative program in the field of management of radioactive wastes (with attachment). Signed at Brussels on 6 October 1982

Authentic text: English.

Registered by the United States of America on 3 June 1994.

**ÉTATS-UNIS D'AMÉRIQUE
et
COMMUNAUTÉ EUROPÉENNE
DE L'ÉNERGIE ATOMIQUE**

Accord relatif à l'échange d'informations concernant un programme de coopération dans le domaine de la gestion des déchets radioactifs (avec appendice). Signé à Bruxelles le 6 octobre 1982

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 3 juin 1994.

AGREEMENT¹ FOR EXCHANGE OF INFORMATION CONCERNING
A COOPERATIVE PROGRAM IN THE FIELD OF MANAGE-
MENT OF RADIOACTIVE WASTES BETWEEN THE UNITED
STATES DEPARTMENT OF ENERGY AND THE EUROPEAN
ATOMIC ENERGY COMMUNITY

The Department of Energy of the United States of America, (DOE), and the European Atomic Energy Community (EURATOM), acting through and represented by the Commission of the European Communities, hereinafter referred to as the Parties,

having a mutual interest in the development of radioactive waste management techniques;

recognizing the advantages of sharing information derived from their respective experience and capabilities;

noting the statutory authority of DOE to disseminate information related to nuclear energy and

desiring to engage in specific cooperative arrangements to exchange a broad range of information concerning radioactive waste management

have agreed as follows:

ARTICLE 1

The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of information in the area of the management of radioactive wastes. The areas and forms of cooperation are listed under Articles 2 and 3 respectively.

¹ Came into force on 6 October 1982 by signature, in accordance with article 14 (1).

ARTICLE 2

The areas of cooperation covered by this Agreement include (see attachment 1), but are not limited to:

1. Characterization of waste forms;
2. Disposal in geologic formations.

Other areas may be added by the Parties by mutual agreement in writing, pursuant to Article 14, paragraph 1, below.

ARTICLE 3

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

1. Exchange of scientists, engineers and other specialists.
Such exchanges of staff shall be in accordance with Article 9 of this Agreement.
2. Exchange of samples, materials, instruments and components for testing, as agreed in writing by the Parties.
3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
4. The organization of seminars and other meetings on specific agreed topics concerning waste management technologies in the areas listed in Article 2, in a manner agreed by the Coordinators (Article 4).
5. Short visits by specialist teams or individuals to the research and development facilities of the other Party including in the case of EURATOM such facilities of the Member States which agree thereto. All visits and assignments to the laboratories or facilities of a research institute of a Member State shall require the prior written consent of such institute.

Other specific forms of cooperation may be added by the Parties by mutual agreement pursuant to Article 14, paragraph 1, below, in a writing that includes such matters as patents, exchange of equipment and information disclosure specific to the particular program or project.

ARTICLE 4

1. To supervise the execution of this Agreement, the Parties will name Coordinators. As deemed necessary the 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 plans, an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Coordinators shall consider and act on any major new proposals for cooperation. These meetings shall be held alternatively in the Community and in the United States.
2. Day to day management of the cooperation under this Agreement shall be carried out by correspondents designated by the Coordinators. The correspondents shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

ARTICLE 5

1. General.

Each Party shall make available to the other Party information which they have the right to disclose and which is either in their possession or available to them. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 7.

2. Definitions, procedures and 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 or exchanged under this Agreement.
- (ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:
 - a) has been held in confidence by its owner;

- b) is of a type which is customarily held in confidence by its owner;
- c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
- d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures and use of proprietary information

- (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 6th October 1982 between the United States Department of Energy and the European Atomic Energy Community and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the government of the U.S., of the European Atomic Energy Community (EURATOM) and of the Governments of the Member States of Euratom without the prior approval of the Coordinator of the transmitting Party. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

- (ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:

- a) persons within the receiving Party, and other concerned Government departments and Government agencies of the receiving Party;
- b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's country, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph 2.B(i) above.