

No. 26986

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

Agreement in the field of nuclear material safeguards research and development (with annex). Signed at Brussels on 28 January 1982

Authentic text: English.

Registered by the United States of America on 19 December 1989.

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

Accord concernant la recherche et le développement de garanties relatives aux matières nucléaires (avec annexe). Signé à Bruxelles le 28 janvier 1982

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 19 décembre 1989.

AGREEMENT¹ BETWEEN THE UNITED STATES DEPARTMENT OF
ENERGY AND THE EUROPEAN ATOMIC ENERGY COMMU-
NITY REPRESENTED BY THE COMMISSION OF THE EURO-
PEAN COMMUNITIES IN THE FIELD OF NUCLEAR MATE-
RIAL SAFEGUARDS RESEARCH AND DEVELOPMENT

The United States Department of Energy (DOE) and the European Atomic Energy Community (EURATOM) represented by the Commission of the European Communities (CEC), hereinafter called the Parties : sharing a desire to cooperate with each other on research, development, testing and evaluation in order to improve safeguards on nuclear material, including nuclear material accounting and control measures ; hereby agree as follows :

Article I

The areas of cooperation in nuclear material safeguards research and development may include :

1. Development, exchange and testing of destructive and non-destructive assay methods and instrumentation ; exchanges of information on performance.
2. Preparation and certification of reference materials for destructive and non-destructive assay of fissile materials and refinement of reference techniques for chemical analyses.
3. Development, exchange and testing of containment and surveillance methods and equipment ; exchanges of information on performance.
4. Test of mathematical methods for nuclear materials accounting data evaluation.
5. Exchanges of information, equipment and staff.

Other areas of cooperation may be added by mutual agreement.

¹ Came into force on 28 January 1982 by signature.

Article II

1. Joint research and development projects, and specific tasks to be undertaken in the areas of cooperation stated in Article I shall be set forth in written annexes to this Agreement as mutually agreed on a case-by-case basis.
2. Each Party may loan equipment to the other Party, for such purposes under this Agreement as may be mutually agreeable to the Parties.
3. Information may be exchanged between the Parties in the form of technical reports, correspondence, by joint meetings of experts, visits, or in any other form as may be mutually agreeable to the Parties.
4. Staff may be exchanged, subject to the provisions of Article VI of this Agreement, as may be mutually agreeable to the Parties.

Article III

1. To supervise the execution of this Agreement, the Parties shall each name one individual to act as Coordinator. The Coordinators shall meet to evaluate the status of cooperation under this Agreement at specific times and places to be mutually agreed upon, with the meetings held alternately in the European Communities and in the United States. These evaluations shall include : comprehensive review of each Party's nuclear material safeguards research and development program, status, and plans ; assessment of the balance of exchanges under this Agreement ; and consideration of measures to ensure a balanced exchange in the design of cooperation under this Agreement.
2. Day-to-day management of the cooperation under this Agreement shall be carried out by Managers designated by the Coordinators. The Managers shall agree on specific cooperative activities in their respective areas in accordance with Articles I and II of this Agreement and within policy guidelines set by the Coordinators.

The Managers shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

Article IV

1. General

- A. Each Party may make available to the other information in specified areas of the field of nuclear material safeguards which they have the right to disclose, either in their possession or available to them.
- B. Both Parties agree that information exchanged under this Agreement may be given wide distribution, subject to the need to protect proprietary information exchanged hereunder as provided in this Article and the need to protect patent rights as provided in Article VI.

2. Use of Proprietary Information

A. Definitions

- (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 the 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

- (i) A Party receiving 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 the United States Department of Energy and the European Atomic Energy Community, and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Governments of the United States and of the Member States of the European Atomic Energy Agency community, without the 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 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 or employed by the receiving Party and concerned departments and agencies of the receiving Party that are engaged in safeguards work relating to the subject matter of the proprietary information ;
 - b) prime or subcontractors of the receiving Party located within the geographic limits of the receiving Party 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 disseminated pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in subparagraph 2 B(i)