

No. 16263

**UNITED STATES OF AMERICA
and
ITALY**

Arrangement between the United States Nuclear Regulatory Commission (U.S.N.R.C.) and the Comitato Nazionale per l'Energia Nucleare (C.N.E.N.) for the exchange of technical information and co-operation in safety research and development of standards (with patent addendum and appendices). Signed at Bethesda, United States of America, on 29 May 1975

Authentic texts: English and Italian.

Registered by the United States of America on 27 January 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
ITALIE**

Arrangement entre la Commission de réglementation nucléaire des États-Unis (U.S.N.R.C.) et le Comitato Nazionale per l'Energia Nucleare (C.N.E.N.) portant sur l'échange de renseignements techniques et la coopération aux fins de la recherche en matière de sûreté et de l'élaboration de normes de sécurité (avec additif relatif aux brevets et appendices). Signé à Bethesda (États-Unis d'Amérique) le 29 mai 1975

Textes authentiques : anglais et italien.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

ARRANGEMENT¹ BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE COMITATO NAZIONALE PER L'ENERGIA NUCLEARE (C.N.E.N.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN SAFETY RESEARCH AND DEVELOPMENT OF STANDARDS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Comitato Nazionale per l'Energia Nucleare (hereinafter called the C.N.E.N.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and cooperation in safety research and in development of standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement for cooperation.

I. SCOPE OF THE AGREEMENT

I.1. *Technical information exchange*

The U.S.N.R.C. and the C.N.E.N. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of nuclear facilities, and to safety research of designated types of nuclear facilities:

- a. topical reports concerned with technical safety and environmental effects written by or for the regulatory staff as a basis for, or in support of, regulatory decisions and policies;
- b. significant licensing actions and safety and environmental decisions affecting these facilities;
- c. detailed documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the C.N.E.N. as the prototypes of certain facilities being built in Italy, and reciprocal documents on these overseas counterpart facilities;
- d. information in the field of reactor safety research which the Parties have the right to disclose, either in the possession of one of the Parties or available to it, including light water safety information from the technical areas described in Appendix "A" and "B". Each Party will transmit immediately to the other information concerning research results, indicating significant safety implications;
- e. reports on operating experience, such as reports on incidents, accidents and shut-downs, and compilations of historical reliability data on components and systems;
- f. regulatory procedures for safety and environmental impact evaluation of these nuclear facilities;
- g. each Party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shut-downs, that are of immediate interest to the other;
- h. each Party will be prepared to the best of its ability, upon specific request, to advise the other on particular questions relating to reactor safety.

¹ Came into force on 29 May 1975 by signature.

I.2. *Cooperation in safety research*

The execution of joint programs and projects of safety research or those programs and projects under which activities are divided between the two Parties including the use of test facilities and/or computer programs owned by either Party, will be agreed upon on a case-by-case basis.

I.3. *Collaboration in development of regulatory standards*

The U.S.N.R.C. and the C.N.E.N. further agree to cooperate in the development of regulatory standards for nuclear activities.

a. Each Party will inform the other of specific subjects on which regulatory standards development work is underway, or is planned, and approximate schedules for moving work forward on those subjects.

b. Each Party will make available to the other, on a timely basis, copies of standards ready for application or proposed use.

I.4. *Personnel exchanges*

Possible temporary assignments of personnel by one Party to the other will be taken into consideration on a case-by-case basis.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. These visits will take place after organization and authorization by the two administrators appointed by the Parties.

b. An administrator will be designated by each Party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the cooperation, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be coordinated.

These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. Once each twelve months, each administrator will correspond with his counterpart listing the titles of all documents that have been transmitted under this exchange program during the preceding twelve months.

d. The administrators shall determine the number of copies to be provided of the documents exchanged.

e. In general, information received by each Party to the Agreement may be disseminated freely without further permission of the other Party.

Privileged information, including information supplied by the sending Party in confidence and on condition that the receiving Party protect the information from unauthorized disclosure, will be identified by the sending Party and stamped conspicuously with the phrase, "NOT FOR DISSEMINATION WITHOUT APPROVAL BY THE U.S.N.R.C." (or "NOT FOR DISSEMINATION WITHOUT APPROVAL BY THE C.N.E.N.>"). Except as may be required

by laws of the respective Parties, the receiving Party will refrain from disseminating, without approval of the sending Party, such privileged information:

- i. on the U.S. side, outside the U.S.N.R.C., its contractors and consultants, and assisting agencies of the Federal Government;
- ii. on the Italian side, outside the concerned authorities of the C.N.E.N., their contractors and consultants, and assisting agencies of the Italian Government.

Parties to the Agreement will cooperate in developing procedures for requesting such approval, if needed, and by responding, as far as their own regulation makes it possible, to requests from the receiving Party for dissemination.

f. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

g. This Agreement shall have a term of five years, extended further by mutual written communication or terminated by either Party upon thirty-day notice.

h. The application or use of any information exchanged or transferred between the Parties under this Arrangement shall be the responsibility of the receiving Party, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

i. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are Parties to this Arrangement, but is available from other agencies of the Governments of the Parties, each Party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the Government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

DONE in Bethesda, Maryland, on this 29th day of May, 1975, in two original copies, one in the English language and the other in the Italian language, the two texts being equally authentic.

EZIO CLEMENTEL

On behalf of the Comitato
Nazionale per l'Energia Nucleare

RICHARD T. KENNEDY

On behalf of the Nuclear
Regulatory Commission

PATENT ADDENDUM

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this technical exchange and cooperative arrangement on reactor safety research between the U.S. Nuclear Regulatory Commission (NRC) and the Comitato Nazionale per l'Energia Nucleare (CNEN) of the Government of Italy, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange Arrangement by one Party or its contractors to the other Party or its contractors, the Party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other Party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy.

B. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

APPENDIX "A"

NRC-CNEN REACTOR SAFETY RESEARCH EXCHANGE AREAS IN WHICH
THE NRC IS PERFORMING LWR SAFETY RESEARCH

1. Primary Coolant System Rupture Studies.
2. Heavy Section Steel Technology Program.
3. LOFT Program.
4. Power Burst Facility — Subassembly Testing Program.
5. Separate Effects Testing — Loss of Coolant Accident Studies.
6. Loss of Coolant Accident Analyses — Analytical Model Development.
7. Design Criteria for Piping, Pumps, and Valves.
8. Alternate ECCS Studies.
9. Core Meltdown Studies.
10. Fission Product Release and Transport Studies.
11. Probabilistic Studies.
12. Zirconium Damage.
13. All computer codes applicable to the above at whatever stage of development they may be.*
14. Data from all experiments applicable to the above.*

* Data and computer codes will be "as is" at the time of the request. NRC or contractor manpower will generally not be available for interpretation of uncompleted work.

APPENDIX "B"

NRC-CNEN REACTOR SAFETY RESEARCH EXCHANGE AREAS IN WHICH
THE CNEN IS PERFORMING LWR SAFETY RESEARCH

1. Studies and experiments on loss-of-coolant accidents (blow-downs and emergency cooling systems).
2. Fuel behavior under normal and abnormal conditions.
3. Mechanical behavior of components under normal and abnormal operating conditions.
4. All computer codes applicable to the above subjects at whatever stage of development they may be.*
5. Data from all experiments applicable to the above.*

* NOTE. The data and the computer codes will be "as is" at the time of the request. CNEN or contractor manpower will generally not be available for interpretation of uncompleted work.