

No. 16223

---

**UNITED STATES OF AMERICA  
and  
FEDERAL REPUBLIC OF GERMANY**

**Agreement on research participation and technical exchange between the United States Nuclear Regulatory Commission (USNRC) and the Federal Ministry for Research and Technology of the Federal Republic of Germany (FRGMRT) in the USNRC Loss of Fluid Test (LOFT) research programme covering a four-year period (with administrative understandings). Signed at Washington on 20 June 1975**

*Authentic text: English.*

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

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord entre la Commission de réglementation nucléaire des États-Unis (USNRC) et le Ministère fédéral de la recherche et de la technologie de la République fédérale d'Allemagne (FRGMRT) relatif à la participation aux travaux de recherche et à l'échange de renseignements techniques au titre du programme de recherche en matière de contrôle des pertes de fluide (LOFT) de l'USNRC, portant sur une période de quatre ans (avec accords administratifs). Signé à Washington le 20 juin 1975**

*Texte authentique : anglais.*

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

AGREEMENT<sup>1</sup> ON RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) AND THE FEDERAL MINISTRY FOR RESEARCH AND TECHNOLOGY OF THE FEDERAL REPUBLIC OF GERMANY (FRGMRT) IN THE USNRC LOFT RESEARCH PROGRAM COVERING A FOUR-YEAR PERIOD

---

WHEREAS, the United States Nuclear Regulatory Commission (USNRC) and the Federal Ministry for Research and Technology of the Federal Republic of Germany (FRGMRT):

(a) Have a mutual interest in cooperation in the field of reactor safety research; and

(b) Have as a mutual objective improving and thus ensuring the safety of reactors on an international basis; and

(c) Have as a mutual objective the achievement of full reciprocity in the exchange of technical information in the field of reactor safety research; and

(d) Have entered into a Technical Exchange and Cooperation Arrangement in the Field of Research and Development On Reactor Safety, dated the sixth day of March 1974;<sup>2</sup> and

(e) Their respective countries are member nations of the International Energy Agency which encourages cooperative programs on reactor safety research; and

(f) The USNRC and the FRGMRT have expressed their intention to participate cooperatively in the USNRC Loss of Fluid Test (LOFT) research program at the Idaho National Engineering Laboratory owned by the United States Government and operated under contractual arrangement by the Aerojet Nuclear Company;

NOW, THEREFORE, the USNRC and the FRGMRT do hereby mutually agree as follows:

*Article I. PROGRAM COOPERATION*

1. The USNRC and the FRGMRT will join together, in accordance with the provisions of this Agreement, for cooperative research in the USNRC Loss of Fluid Test (LOFT) program as described in the LOFT Program Description (LPD-1, October, 1974) for a period of four years beginning on the date when FRGMRT assignee commences participation in the LOFT program.

*Article II. SCOPE OF AGREEMENT*

*A. Scope of responsibility—USNRC*

1. The USNRC agrees to provide the necessary personnel, materials, equipment, and services in order that the LOFT research program may be carried out as described in the LOFT Program Description (LPD-1, October, 1974), as amended, subject to the availability of funds.

---

<sup>1</sup> Came into force on 20 June 1975 by signature.

<sup>2</sup> See p. 195 of this volume.

2. The USNRC agrees to permit the FRGMRT to assign up to three mutually agreed upon technical experts to the LOFT program for participation in the conduct and analysis of program experiments.

3. In addition, the USNRC agrees to permit the FRGMRT to assign one technical expert as a consultant to the LOFT program review group which will periodically review the status of the present program and future program planning.

4. The USNRC agrees to grant the FRGMRT and its assignees access, to the maximum extent authorized by the law of the United States, to all experimental data and results of analyses generated by the LOFT program during the period of this Agreement.

5. The USNRC agrees to provide the FRGMRT access to operational computer codes developed to analyze experimental data generated by the LOFT program, to the maximum extent permitted by the law of the United States except for proprietary codes and data unless authorized by the owner.

#### B. *Scope of responsibility—FRGMRT*

1. In furtherance of the mutual interest of the Parties to this Agreement and in accordance with the terms and conditions of the offset agreement between the Government of the United States and the Government of the Federal Republic of Germany, the FRGMRT agrees to pay into a specified blocked U.S. Treasury account the amount of 10 million DM. These funds shall be dispersed for reactor safety research activities, procurement and programs on terms and conditions to be agreed upon.

2. The FRGMRT agrees to provide the USNRC access to all results obtained from FRGMRT's analyses of information and experimentation developed under and during the period of this Agreement. The USNRC also has access to operational computer codes and input data used in the analysis except for proprietary codes and data.

3. The FRGMRT agrees to bear the total costs of transportation, living expenses and any other costs arising from its participation under this Agreement, and the transport and related costs for apparatus and other equipment furnished by the FRGMRT. Transport and related costs for equipment purchased using offset funds shall be covered by the offset funds.

### *Article III. PATENTS*

A. With respect to any invention or discovery made or conceived during the period of, and in the course of and under, this Agreement for FRGMRT participation in the USNRC LOFT research program, the USNRC on behalf of the United States Government, as recipient Party, and the FRGMRT, as assigning Party, hereby agree that:

1. If made or conceived by personnel of one Party (the assigning Party) or its contractors while assigned to the other Party (recipient Party) or its contractors:

(a) the recipient Party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning Party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

(b) the assigning Party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient Party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.

2. If made or conceived other than by personnel in paragraph 1 above and 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. Neither Party shall discriminate against citizens of the country of the other Party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A(1) and A(2) above.

C. Each Party waives any and all claims against the other Party for compensation, royalty or award as regards any such inventions or discovery, patent application, or patent, and releases the other Party with respect to any and all such claims, including any claims under the provisions of the U.S. Atomic Energy Act of 1954, as amended, and the German Labor Law (*Arbeitnehmererfindergesetz*) of July 25, 1957 (BGBL 1957, part I, page 756, as amended), and the FRGMRT assumes the obligation under the said German Law insofar as the NRC and its contractors are concerned.

#### Article IV. PROGRAM CHANGE OR TERMINATION

A. If the USNRC LOFT technical program is substantially increased by mutual agreement the USNRC and FRGMRT agree to consider equitable adjustments in the FRGMRT contribution.

B. If the LOFT research program is substantially reduced or eliminated, equitable work determined by the USNRC and FRGMRT to be of equivalent programmatic interest will be substituted as may be mutually agreed.

C. Upon a decision by either USNRC or FRGMRT to withdraw from this Agreement, the withdrawing Party shall notify the other Party of the intent to withdraw at least six months prior to the date of the withdrawal.

D. The FRGMRT is given the option to participate in a continuation of the LOFT program beyond the four-year period of this Agreement under mutually acceptable terms and conditions.

#### Article V. EXCHANGE OF SCIENTIFIC INFORMATION AND USE OF RESULTS OF PROGRAM

A. The USNRC and the FRGMRT agree that until approval is granted by the transmitting Party for publication, the information, once transmitted, will be freely available to Government authorities and organizations cooperating with the USNRC and the FRGMRT for their own use but not for publication. When required by administrative procedure in its own country, the USNRC and the FRGMRT may on [their] own responsibility disseminate or otherwise make use of information received.

B. The USNRC and the FRGMRT agree that the application or use of any information exchanged or transferred among them shall be the responsibility of the Party receiving the information, and the transmitting Party does not warrant the suitability of the information for any particular use or application.

*Article VI.* DISPUTES

A. Any dispute between the USNRC and the FRGMRT concerning the application or interpretation of this Agreement that is not settled through consultation shall be submitted to the jurisdiction of the United States federal courts. This Agreement shall be construed in accordance with the internal federal law applicable in the appropriate United States Courts, to agreements to which the Government of the United States is a Party.

For the United States  
Nuclear Regulatory Commission:

For the Federal Ministry  
for Research and Technology  
of the Federal Republic of Germany:

LEE GOSSICK

*Title:* Executive Director for Operations  
*Date:* 6-20-75

WOLF I. SCHMIDT-KUESTER

*Title:* Ministerial dirigent<sup>1</sup>  
*Date:* 20 Juni 1975<sup>2</sup>

ADMINISTRATIVE UNDERSTANDINGS BETWEEN THE USNRC  
AND THE FRGMRT

An Agreement between the FRGMRT and the USNRC on FRGMRT participation in the LOFT program within the framework of the US—FRG bilateral arrangement has been negotiated. This Agreement would also be within the framework of an IEA multilateral cooperative agreement for the LOFT program when negotiated.

The coordinators for the bilateral technical information exchange arrangement have arrived at the following Administrative Understandings of the details of FRGMRT participation in the LOFT program.

1. Under special circumstances FRGMRT may desire to send one or more technical experts for a short period of time to review or investigate a specific technical problem related to the analysis or experiments of the LOFT program. Short-term visits by FRGMRT technical experts may be arranged by mutual agreement on a case-by-case basis. The NRC will provide the technical experts making such visits data and documents (excluding proprietary information) concerning the technical problem to the best of its ability within the constraints of available manpower and minimum interference with the program.

2. The Agreement states the categories, data, documents, computer codes, etc., that are to be made available to the FRGMRT. Other information which may be withheld includes that which deals with organizational, budgetary, personnel or management related matters.

3. FRGMRT will endeavor to select as technical experts for assignment to the program individuals who can contribute positively to the program. FRGMRT technical experts assigned to the program for extended periods will be considered

<sup>1</sup> Executive Director — Directeur général.

<sup>2</sup> 20 June 1975 — 20 juin 1975.

visiting scientists (non-salaried) within the project and will be expected to participate in the conduct of the analysis and experiments of the program as directed.

4. FRGMRT technical experts will be assigned to mutually acceptable positions within the LOFT program organizational structure.

The USNRC recognizes the FRGMRT desire to have one of its technical experts assigned to a position in the LOFT program organization where he may be able to have an overview of the technical program. The USNRC will endeavor to the best of its ability to fulfill FRGMRT's desire in this regard.

5. The USNRC will have access to all reports written by FRGMRT technical experts assigned to the LOFT program, which derive from their participation in the program.

6. Administrative details concerning questions such as security, indemnity and liability related to FRGMRT assignees will be negotiated and will appear in personnel assignment agreements between USNRC contractors and FRGMRT contractors.

For the United States  
Nuclear Regulatory Commission:

HERBERT KOUTS

*Title:* Director, Office of Nuclear Regulatory Research

*Date:* June 20, 1975

For the Federal Ministry  
for Research and Technology  
of the Federal Republic of Germany:

HEINZ SEIPEL

*Title:* Head of Nuclear Safety Research and Technology

*Date:* June 20, 1975

---