

No. 17737

---

**UNITED STATES OF AMERICA  
and  
BRAZIL**

**Arrangement for the exchange of technical information and  
co-operation in safety research (with patent adden-  
dum). Signed at Washington on 20 May 1976**

*Authentic texts: Portuguese and English.*

*Registered by the United States of America on 17 April 1979.*

---

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

**Arrangement portant sur l'échange de renseignements  
techniques et la coopération en matière de sûreté  
nucléaire (avec additif relatif aux brevets). Signé à  
Washington le 20 mai 1976**

*Textes authentiques: portugais et anglais.*

*Enregistré par les États-Unis d'Amérique le 17 avril 1979.*

ARRANGEMENT<sup>1</sup> BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE COMISSÃO NACIONAL DE ENERGIA NUCLEAR (C.N.E.N.) OF BRAZIL FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN SAFETY RESEARCH

---

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and Comissão Nacional de Energia Nuclear (hereinafter called the C.N.E.N.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and collaboration in standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following agreement of 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 designated nuclear energy 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 Brazil 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 reactor safety information from technical areas agreed upon on a case-by-case basis; each party will transmit immediately to the other urgent information concerning research results, indicating significant safety implications;
- e. Reports on operating experience, such as reports on incidents, accidents and shutdowns, 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 shutdowns, that are of immediate interest to the other.

---

<sup>1</sup> Came into force on 20 May 1976 by signature.

### I-2. *Cooperation in safety research*

The execution of joint programs and projects of safety research and development, 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. Temporary assignments of personnel by one party in the other party's agency will also be considered 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 these nuclear facilities:

- a. Each party will inform the other of specific subjects on which regulatory standards development work is under way;
- b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely 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 activity, to recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the arrangement, including their schedules, shall have the prior approval of the administrators.

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 exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged. These detailed arrangements are intended to assure, among other things, that a reasonable balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, less than 250 words, describing its scope and content.

d. In general, information received by each party to the arrangement may be disseminated freely without further permission of the other party. Privileged or confidential information supplied by the sending party on the condition that the receiving party protect the information from unauthorized disclosure will be clearly identified by the sending party with special stamps or other bold lettering. The receiving party will refrain from disseminating, without approval of the sending party, such privileged information:

- i. On the U.S. side, outside of the U.S.N.R.C. and consultants, and assisting agencies of the U.S. Government;

ii. On the Brazilian side, outside the concerned authorities of the C.N.E.N. and consultants and assisting agencies of the Brazilian Government.

Parties to the agreement will cooperate with each other in developing procedures for requesting such approval, if needed, and by responding, as far as their own regulation makes it possible, to the request from the receiving party for dissemination. If, nevertheless, dissemination, without approval from the sending party, is requested from the receiving party in pursuance of their own national law, the receiving party undertakes to inform at once the sending party, and, if necessary, to put before competent authority appropriate arguments.

*e.* This agreement shall have a term of five years; it may be extended further by mutual written agreement, and terminated by either party upon thirty-day notice.

*f.* 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.

*g.* 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.

*h.* Nothing contained in this arrangement shall require either party to take any action which would be inconsistent with its existing laws and regulations. Should any conflict arise between the terms of this arrangement and those laws and regulations, the parties agree to consult before any action is taken.

*i.* Information exchanged under this agreement shall be subject to the patent provisions in the Patent Addendum of this document.

SIGNED in Washington, in duplicate, in Portuguese and in English, both copies of text being equally authentic, on the 20th of May 1976.

HERVASIO G. DE CARVALHO  
On behalf of the Comissão  
Nacional de Energia Nuclear

MARCUS A. ROWDEN  
On behalf of the United States  
Nuclear Regulatory Commission

## PATENT ADDENDUM FOR NRC-CNEN ARRANGEMENT

### 1. DEFINITIONS

When used in this Article, unless the context otherwise indicates:

i. The term “personnel” means (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term “inventing party” means the party of this Arrangement whose personnel has made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

## 2. REPORTING AND ALLOCATION OF RIGHTS

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

- (a) Agrees to promptly disclose such invention or discovery to the other party;
- (b) Agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and
- (c) May retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel was assigned to the other party, the inventing party:

- (a) Agrees to promptly disclose such invention or discovery to the other party;
- (b) May retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;
- (c) Shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and
- (d) Agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

## 3. CLAIMS FOR COMPENSATION

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.

[SIGNED in Washington, in duplicate, in Portuguese and in English, both copies of text being equally authentic, on the 20th of May 1976.]<sup>1</sup>

<sup>1</sup> Text between brackets appears only in the authentic Portuguese text.