

No. 17493

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**UNITED STATES OF AMERICA  
and  
NETHERLANDS**

**Arrangement between the United States Nuclear Regulatory Commission and the Netherlands Minister for Social Affairs for the exchange of technical information on regulatory matters and cooperation in safety research and the development of standards (with patent addendum and appendices). Signed at The Hague on 3 October 1977**

*Authentic text: English.*

*Registered by the United States of America on 22 January 1979.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
PAYS-BAS**

**Arrangement entre la Commission de réglementation nucléaire des États-Unis d'Amérique et le Ministre néerlandais des affaires sociales relatif à l'échange d'information technique en matière de réglementation et à la coopération dans le domaine des applications pacifiques de l'énergie atomique (avec additif relatif aux brevets et appendices). Signé à La Haye le 3 octobre 1977**

*Texte authentique: anglais.*

*Enregistré par les États-Unis d'Amérique le 22 janvier 1979.*

## ARRANGEMENT<sup>1</sup> BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE NETHERLANDS MINISTER FOR SOCIAL AFFAIRS (N.M.S.A.) FOR THE EXCHANGE OF TECHNICAL INFORMATION ON REGULATORY MATTERS AND COOPERATION IN SAFETY RESEARCH AND THE DEVELOPMENT OF STANDARDS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Netherlands Minister for Social Affairs (hereinafter called the N.M.S.A.), 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 the U.S.N.R.C. and the N.M.S.A. for the regulation of safety and environmental impact of nuclear facilities, and in further implementation of the Agreement between the United States of America and the European Atomic Energy Commission in cooperation for peaceful applications of atomic energy,<sup>2</sup> conclude the following arrangement for cooperation:

### I. SCOPE OF THE ARRANGEMENT

A. *Designation of responsibilities.* As regards the N.M.S.A. this Arrangement only concerns the nuclear regulatory activities under the Minister's jurisdiction.

B. *Technical information exchange.* The U.S.N.R.C. and the N.M.S.A. agree to exchange the following types of technical information, which the Parties have the right to disclose, related to the regulation of safety and environmental impact of designated nuclear facilities, and to safety research of designated types of nuclear facilities:

- (1) Topical reports concerned with technical safety and environmental effects written by or for the regulatory staff of the Parties as a basis for, or in support of, regulatory decisions and policies;
- (2) Documents on significant licensing actions and safety and environmental decisions affecting these facilities;
- (3) Detailed documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the N.M.S.A. as the prototypes of certain facilities being built in the Netherlands, and reciprocal documents on these overseas counterpart facilities;
- (4) Information in the field of reactor safety research, either in the possession of one of the Parties or available to it, including light water safety information from the technical areas described in appendices A and B; each Party will transmit immediately to the other information concerning research results, indicating significant safety implications;
- (5) Reports on construction and operating experience, such as reports on incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems;

<sup>1</sup> Came into force on 3 October 1977 by signature.

<sup>2</sup> United Nations, *Treaty Series*, vol. 335, p. 161.

- (6) Regulatory procedures for safety, nuclear materials protection, and environmental impact evaluation of these nuclear facilities;
- (7) 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;
- (8) 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.

C. *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.

D. *Collaboration in development of regulatory standards.* The U.S.N.R.C. and the N.M.S.A. further agree to cooperate in the development of regulatory standards for nuclear activities:

- (1) Each Party will inform the other on regulatory standards development work;
- (2) Each Party will make available to the other, on a timely basis, copies of standards ready for application or proposed use.

E. *Personnel exchanges.* Possible temporary assignment 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 Arrangement, 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. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

E. 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 will consult before any action is taken.

F. In general, information received by each Party to the Arrangement may be disseminated freely without further permission of the other Party, subject to the need to protect privileged information. 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 N.M.S.A."). Except as may be required by laws of the countries of the respective Parties, the receiving Party will refrain from disseminating, without specific written approval of the sending Party, such privileged information:

- (1) On the U.S. side, outside the U.S.N.R.C. and assisting agencies of the Federal Government and U.S.N.R.C. licensees, for use only within the terms of their licenses;
- (2) On the Netherlands side, outside the N.M.S.A. and assisting agencies of the Netherlands Government and N.M.S.A. licensees, for use only within the terms of their licenses.

With specific written approval of the sending Party, such privileged information may be forwarded to consultants for use only within the terms of their consulting agreements and to contractors for use only within the terms of their contracts. It is the intent of the Parties that every effort be made to allow dissemination, under appropriate non-disclosure agreements, of information urgently needed in understanding and resolving reactor safety problems, to persons who need such information in this work. Both Parties will cooperate in assuring that such limited disclosure is permitted on a timely basis.

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

H. This Arrangement may be terminated by either Party upon thirty-day notice. If not terminated earlier, the Arrangement shall have a term of five years and may be extended further by mutual written communication.

I. 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.

J. Recognizing that some information of the type covered in this Arrangement is not available within the U.S.N.R.C. and the N.M.S.A., 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 The Hague, the Netherlands, on October 3, 1977.

The Netherlands Minister  
for Social Affairs:  
BOERSMA

The United States Nuclear  
Regulatory Commission:  
RICHARD T. KENNEDY

### 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 and the Netherlands Minister for Social Affairs, 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 and the recipient Party shall acquire all right, title and interest in such invention, patent, etc., in its own country, subject to the grant of a corresponding license to the inventor Party.

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

#### U.S.N.R.C.-N.M.S.A. REACTOR SAFETY RESEARCH EXCHANGE: AREAS IN WHICH THE U.S.N.R.C. 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.\*

#### APPENDIX B

U.S.N.R.C.-N.M.S.A. REACTOR SAFETY RESEARCH EXCHANGE: AREAS IN WHICH THE NETHERLANDS MINISTER FOR SOCIAL AFFAIRS IS PERFORMING LWR SAFETY RESEARCH

1. External effects on building structures;
2. PWR transient studies;
3. Containment leakage test methods;
4. Elastic-plastic fracture mechanics;
5. All computer codes applicable to the above subjects at whatever stage of development they may be;\*
6. Data from all experiments applicable to the above.\*\*

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\* Data and computer codes will be "as is" at the time of the request. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work.

\*\* The data and the computer codes will be "as is" at the time of the request. N.M.S.A. or contractor manpower will generally not be available for interpretation of uncompleted work.