

**No. 21111**

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**UNITED STATES OF AMERICA  
and  
SWEDEN**

**Technical Exchange and Co-operative Arrangement in the  
field of nuclear safety research and development (with  
appendix). Signed at Bethesda on 27 January 1981 and  
at Studsvik on 23 February 1981**

*Authentic text: English.*

*Registered by the United States of America on 22 June 1982.*

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

**Arrangement relatif à l'échange de renseignements techni-  
ques et à la coopération pour la recherche et le  
développement dans le domaine de la sûreté nucléaire  
(avec additif). Signé à Bethesda le 27 janvier 1981 et à  
Studsvik le 23 février 1981**

*Texte authentique: anglais.*

*Enregistré par les Etats-Unis d'Amérique le 22 juin 1982.*

## TECHNICAL EXCHANGE AND COOPERATIVE ARRANGEMENT<sup>1</sup> BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION AND STUDSVIK ENERGITEKNIK AB OF SWEDEN IN THE FIELD OF NUCLEAR SAFETY RESEARCH AND DEVELOPMENT

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### The Contracting Parties,

Considering that the United States Nuclear Regulatory Commission (USNRC) and Studsvik Energiteknik AB of Sweden (STUDSVIK)

(a) Have a mutual interest in cooperation in the field of nuclear safety research and development, with the objective of improving and thus ensuring nuclear safety on an international basis;

(b) Have cooperated in the field of reactor safety under the terms of a 5-year technical exchange and cooperative arrangement, originally signed on December 16, 1974 between the United States Atomic Energy Commission (USAEC) and Aktiebolaget Atomenergi (AES)<sup>2</sup> but continued after January 19, 1975 as between the USNRC and the AES, this arrangement including provision for its extension as mutually agreed upon by the parties;

(c) Have indicated their mutual wish to continue the cooperation established under the aforementioned arrangement and, accordingly, have continued their cooperation pending the execution of this Arrangement; and

(d) Have considered the arrangement between the USNRC and the Swedish Nuclear Power Inspectorate (SNPI) for the exchange of technical information and cooperation in nuclear safety matters, signed on October 30, 1979;<sup>3</sup>

Hereby agree as follows:

### Article 1. OBJECTIVE

The USNRC and STUDSVIK will continue their cooperation in the field of nuclear safety research and development in accordance with the provisions of this Arrangement and on the basis of reasonable equality and reciprocity. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations and policy directives, the parties agree to consult before any action is taken.

### Article 2. FORM OF COOPERATION

Cooperation between the parties may take the following forms:

2.1 The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree.

<sup>1</sup> Came into force on 23 February 1981 by signature, in accordance with article 8 (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 1068, p. 203.

<sup>3</sup> *Ibid.*, vol. 1222, No. I-19704.

2.2 The temporary assignment of personnel of one party to the laboratories or facilities owned by the other party or in which it sponsors research; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment-of-staff agreement between appropriate representatives of the recipient and assigning organizations.

2.3 The execution of joint programs and projects, including those involving a division of activities between the parties; each such joint program and project to be considered on a case-by-case basis and be the subject of a separate agreement between the parties.

2.4 The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party; such use of facilities shall be the subject of separate agreements between the relevant entities and may be subject to commercial terms and conditions.

2.5 If either party wishes to visit, assign personnel or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the prior approval of such entities will be required in respect to the terms upon which such visit, assignment or use shall be made.

2.6 Any other form agreed between the parties.

### *Article 3. SCOPE OF INFORMATION EXCHANGE*

3.1 Each party will make available to the other party information in the technical areas of nuclear safety research and development listed in the Appendix wherein the parties are sponsoring research. Other, unpublished information in these technical areas, either in the possession of a party or available to it, but obtained in research programs not sponsored by that party, may be transmitted to the other party, subject to the transmitting party having the right to disclose it, including, as required, written authorization from the owner. Other appendices may be added, as agreed, to provide for cooperation in other areas of nuclear safety research.

3.2 Each party will promptly transmit and call to the other party's attention any information [on] its research results appearing to have significant safety implications.

3.3 The parties may, as agreed, also exchange information they have a right to disclose on any other topic related to nuclear safety.

### *Article 4. ADMINISTRATION OF THE ARRANGEMENT*

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. Approximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

### *Article 5. EXCHANGE AND USE OF INFORMATION*

5.1 The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 6.

5.2 It is recognized by the parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other proprietary information. Such information, including trade secrets, inventions, patent information, and know-how, is defined as:

- (a) Of a type customarily held in confidence by commercial firms;
- (b) Not generally known or publicly available from other sources;
- (c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and
- (d) Not already in the possession of the receiving party or its contractors.

5.3 The party receiving proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

“Except as set forth in the Arrangement dated \_\_\_\_\_ between the USNRC and STUDEVIK this document containing proprietary information shall not be disseminated outside the recipient’s organization without prior approval of (*name of transmitting party*).”

5.4 Information of a proprietary nature, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

- (a) To persons within or employed by the receiving party, and to concerned government agencies within the country of the receiving party, and
- (b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter of the information so disseminated, and
- (c) On an as-needed case-by-case basis, to organizations licensed in the country of the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and
- (d) To contractors of licensed organizations in subparagraph 5.4 (c) receiving such information, for use only in work within the scope of the license,

Provided that the information disseminated to any person under subparagraphs 5.4(b), (c), and (d) above shall be pursuant to an agreement of confidentiality entered into between the recipient party and the contractors, subcontractors or licensed organizations mentioned in 5.4 (b), (c), and (d).

5.5 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.6 Nondocumentary proprietary information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachments of staff, use of facilities or joint projects shall be treated by the

parties in accordance with the principles specified in this article, provided, however, that the party communicating such proprietary information places the recipient on notice as to the character of the information communicated.

5.7 The application or use of any information exchanged or transferred between the parties under this Arrangement 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.

5.8 Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside of this Arrangement.

#### *Article 6. PATENTS*

6.1 With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement:

6.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with an exchange of scientists, engineers and other specialists:

6.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3:

6.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.2.2 The other party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.3 For other specific forms of cooperation, including exchange of samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.

6.1.4 Notwithstanding the allocation of rights covered under paragraphs 6.1.1 and 6.1.2, in any case where one party first actually reduces to practice after the execution of this Arrangement an invention, either conceived by the other party prior to the execution of this Arrangement or conceived by the other party outside of the cooperative activities

implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.

6.1.5 It is understood that after the European Patent Conventions have come into force, either party may request a modification of this paragraph 6.1 for the purpose of according equivalent rights as provided in paragraphs 6.1.1 through 6.1.4 under the European Patent Conventions.

6.2. The party owning a patent covering any invention referred to in paragraph 6.1 above shall license the patents to nationals or licensees of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

6.3. Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

#### Article 7. COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.

#### Article 8. FINAL PROVISIONS

8.1 This Arrangement shall enter into force upon the last date of signature, and, subject to paragraph 8.2, shall remain in force for a period of 5 years, and may be extended by mutual agreement.

8.2 Either party may withdraw from the present Arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

For the United States  
Nuclear Regulatory Commission:

[Signed]

By: WILLIAM J. DIRCKS

Title: Executive Director for Operations

Date: January 27, 1981

For Studsvik Energiteknik AB  
of Sweden:

[Signed]

By: STIG O. W. BERGSTRÖM

Date: February 23, 1981

#### APPENDIX

TECHNICAL EXCHANGE RESEARCH AREAS WHERE THE USNRC AND STUDSVIK  
ARE PERFORMING LWR SAFETY RESEARCH

1. Primary Coolant System Integrity
2. LOCA-ECCS Analysis and Experiments

3. LWR Fuel Behavior
4. Safety Related Component Behavior
5. Fission Product Release and Transport
6. Safety Related Man-Machine Issues
7. Consequence Modelling

Experimental data and computer codes will be available on an "as is" basis at the time of a request. Manpower for interpretation of uncompleted work may be made available by or through the party receiving the request, as mutually agreed upon, and on a case-by-case basis.

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