

No. 30575

**UNITED STATES OF AMERICA
and
NETHERLANDS**

Arrangement for the exchange of technical information and cooperation in regulatory and safety research matters (with appendices and patent addendum). Signed at The Hague on 15 September 1982

Authentic text: English.

Registered by the United States of America on 2 December 1993.

**ÉTATS-UNIS D'AMÉRIQUE
et
PAYS-BAS**

Arrangement relatif à l'échange de renseignements techniques et à la coopération dans les domaines de la réglementation et de la recherche en matière de sûreté (avec appendices et additif relatif aux brevets). Signé à La Haye le 15 septembre 1982

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 2 décembre 1993.

ARRANGEMENT¹ BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE NETHERLANDS MINISTER FOR SOCIAL AFFAIRS AND EMPLOYMENT (N.M.S.A.E.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Netherlands Minister for Social Affairs and Employment (hereinafter called the N.M.S.A.E.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information and cooperation in safety research, originally signed on October 3, 1977,² such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement, 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;³

Have agreed as follows:

1. SCOPE OF THE ARRANGEMENT

I.1 Designation of Responsibilities

As regards the N.M.S.A.E., this Arrangement only concerns the nuclear regulatory activities under the Minister's jurisdiction.

¹ Came into force on 15 September 1982 by signature, in accordance with section IV (a).

² United Nations, *Treaty Series*, vol. 1124, p. 3.

³ *Ibid.*, vol. 335, p. 161.

I.2 Technical Information Exchange

To the extent that the U.S.N.R.C. and the N.M.S.A.E. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities:

- a. Topical reports concerning safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.
- b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
- c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the N.M.S.A.E. as similar to certain facilities being built or planned in the Netherlands and equivalent documents on such Dutch facilities.
- d. 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.
- e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
- f. Regulatory procedures for the safety and environmental impact evaluation of nuclear facilities.
- g. Early advice of important events such as serious operating incidents and government-directed reactor shutdowns, or on particular questions relating to reactor safety, that are of immediate interest to the parties.
- h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.3 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 and be the subject of a separate agreement implemented by the appropriate research organizations of the parties.

I.4 Personnel Exchanges

Temporary assignments of personnel by one party in the other party's agency will be considered 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 coming within the scope of the cooperation. 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 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 exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for

specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. 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. 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.
- d. 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.
- e. 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.
- f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing 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.
- g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

- a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.
- b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.
- c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.
- d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.
- e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.
- f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license and provided that any such additional dissemination of proprietary or other confidential or privileged information shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

- g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information 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 of information urgently needed in understanding and resolving reactor safety problems, under appropriate non-disclosure agreements, to persons who need such information in their work. Both parties will cooperate in assuring that such limited disclosure is permitted on a timely basis.
- h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.
- i. If, for any reason, 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.
- j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

- a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

- b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

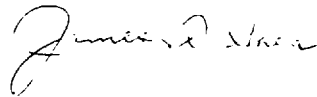
Signed in The Hague, The Netherlands, on this 15th day of September 1982.

For the Netherlands Minister
for Social Affairs and Employment:



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For the United States
Nuclear Regulatory Commission:



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¹ W. A. van den Berg.

² James R. Shea.

APPENDIX "A"U.S.N.R.C.-N.M.S.A.E. Reactor Safety Research ExchangeAreas in Which the U.S.N.R.C. is Performing LWR Safety Research

1. Seismic Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Severe Accident Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. 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. Man-Machine Interface Studies
13. Fire Protection Studies
14. Decommissioning Studies
15. Radiation Health and Environment Studies
16. Waste Management Studies

APPENDIX "B"U.S.N.R.C.-N.M.S.A.E. Reactor Safety Research ExchangeAreas in Which the N.M.S.A.E. is Performing LWR Safety Research

1. Reactor noise studies
2. PWR transient studies
3. Man-Machine interface studies

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 regulatory and safety research matters between the U.S. Nuclear Regulatory Commission and The Netherlands Minister for Social Affairs and Employment, 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.
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