

No. 30308

**UNITED STATES OF AMERICA
and
SWITZERLAND**

Arrangement for the exchange of technical information and cooperation in nuclear safety matters (with patent addendum). Signed at Bethesda on 20 July 1982 and at Berne on 10 August 1982

Authentic text: English.

Registered by the United States of America on 28 September 1993.

**ÉTATS-UNIS D'AMÉRIQUE
et
SUISSE**

Arrangement portant sur l'échange de renseignements techniques et la coopération en matière de sûreté nucléaire (avec additif relatif aux brevets). Signé à Bethesda le 20 juillet 1982 et à Berne le 10 août 1982

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 28 septembre 1993.

ARRANGEMENT¹ BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE SWISS FEDERAL OFFICE OF ENERGY (F.O.E.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Swiss Federal Office of Energy (hereinafter called the F.O.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 in regulatory matters and cooperation in development of safety standards, originally signed on December 9, 1974,² between the United States Atomic Energy Commission and the Swiss Federal Office of Energy, but continued after January 19, 1975, as between the U.S.N.R.C. and the F.O.E., 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;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

1. *Technical Information Exchange*

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

a. Topical reports concerning technical 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 F.O.E. as similar to certain facilities being built or planned in Switzerland and equivalent documents on such Swiss facilities.

d. Information in the field of nuclear safety research that requires early attention in the interest of public safety, along with an indication of significant implications.

¹ Came into force on 10 August 1982 by signature, in accordance with section IV (1).

² United Nations, *Treaty Series*, vol. 1068, p. 213.

e. Reports and operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data or components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, 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.

II. ADMINISTRATION

1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics with 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.

2. 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 providing access to equivalent available information from both sides is achieved and maintained.

3. 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.

4. 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.

5. 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.

6. 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 relating 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.

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

III. EXCHANGE AND USE OF INFORMATION

1. *General*

The parties support dissemination of information provided or exchanged under this Arrangement, as far as the safety of nuclear installations may be increased by such dissemination, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

2. *Definitions (as used in Article III)*

a. The term “information” means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on 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.

3. *Marking Procedures for Documentary Proprietary Information*

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

“This document contains proprietary information furnished in confidence under an Arrangement dated between the United States Nuclear Regulatory Commission and the Swiss Federal Office of Energy and shall not be disseminated outside these organization, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Switzerland without the prior approval of (*name of submitting party*). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.”

4. *Dissemination of Documentary Proprietary Information*

a. Proprietary 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.

b. In addition, proprietary information may be disseminated without prior consent.

- (1) To prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and
- (2) To organization 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 information is used only within the terms of the permit or license; and
- (3) To contractors of organizations identified in III.4.b.(2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under 1, 2, and 3, above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Agreement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections *a* and *b*. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

5. Making Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. That the information is protected from public disclosure by the Government of the transmitting party; and

b. That the information is submitted under the condition that it be maintained in confidence.

6. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

7. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such

proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

8. *Consultation*

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 Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

9. *Other*

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. FINAL PROVISIONS

1. This Arrangement shall enter into force upon signature and, subject to paragraph IV.2 of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

2. 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 Bethesda, Maryland and the 20th day of July 1982 and in [Bern], Switzerland on the 10th day of August 1982.

On Behalf of the Swiss Federal
Office of Energy:
[EDWARD KIENER]

On Behalf of the United States
Nuclear Regulatory Commission:
[WILLIAM J. DIRCKS]

ADDENDUM

PATENT ADDENDUM FOR U.S.N.R.C. — F.O.E. ARRANGEMENT

1. *Definitions*

When used in this Addendum, 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 have 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, and 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 country 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 were 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 1954, as amended.