

ARRANGEMENT

BETWEEN

THE NUCLEAR REGULATORY COMMISSION

(U.S.N.R.C.)

OF THE

UNITED STATES OF AMERICA

AND

THE MINISTRY OF SCIENCE AND TECHNOLOGY

(M.O.S.T.)

OF THE

REPUBLIC OF KOREA

FOR THE EXCHANGE OF TECHNICAL INFORMATION

AND

COOPERATION IN REGULATORY AND SAFETY

RESEARCH MATTERS

September 27, 2005

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The Nuclear Regulatory Commission of the United States of America (hereinafter called the U.S.N.R.C.) and the Ministry of Science and Technology of the Republic of Korea (hereinafter called the M.O.S.T.), the two together hereinafter referred to as the Parties;

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 in mind the spirit of mutual cooperation of the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Korea Concerning Civil Uses of Atomic Energy done at Washington on November 24, 1972, and amended on May 15, 1974;

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, signed on March 18, 1976, between the Atomic Energy Bureau of the M.O.S.T. and the U.S.N.R.C.;

Having already extended that cooperation through Arrangements of November 10, 1981, June 5, 1995, and September 19, 2000, and having indicated their mutual desire to continue the cooperation so established for another five years;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

To the extent that the U.S.N.R.C. and the M.O.S.T. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the Parties will continue the exchange of the following types of technical information relating to the regulation of safety, safeguards, and environmental impact of designated nuclear facilities and to nuclear safety research programs:

1. Topical reports concerning safety, safeguards, waste management, and environmental effects written by or for one of the Parties as a basis for, or in support of, regulatory decisions and policies.
2. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
3. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the M.O.S.T. as similar to certain facilities being built or planned in the Republic of Korea and equivalent documents on such Korean facilities.
4. Information in the field of confirmatory safety research which the Parties have the right to disclose, either in the possession of one of the Parties or available to it, including nuclear safety information from the technical areas described in Annexes 'A' and 'B', attached hereto and made a part hereof. Cooperation in these itemized research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the Parties. Each Party will transmit immediately to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.
5. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

6. Regulatory procedures for the safety, safeguards (materials accountancy and control and physical protection), waste management, and environmental impact evaluation of nuclear facilities.
7. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the Parties as well as advice on particular questions relating to reactor safety.
8. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the Parties.

B. 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 Parties, including the use of test facilities and/or computer programs owned by a Party, will be agreed upon on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the research organizations of one or both of the Parties. When not the subject of a separate agreement, the terms of cooperation may be established by an exchange of letters between the research organizations of the Parties, and will be subject to the terms and conditions of the present Arrangement. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by one Party in the other Party's agency or in institutions designated by the other Party will also be considered on a case-by-case basis and will, in general, require a separate letter of agreement between the relevant organizations of the Parties.

C. Training and Assignments

Within the limits of available resources and subject to all applicable laws and regulations and the availability of appropriated funds, the U.S.N.R.C. will assist the M.O.S.T. by providing certain training and experience for M.O.S.T. safety

personnel. Unless otherwise agreed, costs of salary, allowances, and travel of M.O.S.T. participants will be paid by the M.O.S.T. The following are typical of, but not necessarily restricted to, the kinds of such training and assignments that may be provided:

1. M.O.S.T. inspector accompaniment of U.S.N.R.C. inspectors on reactor operation and (if available) reactor construction inspection visits in the United States, including extended briefings at U.S.N.R.C. regional inspection offices.
2. Participation by M.O.S.T. employees in U.S.N.R.C. staff training courses.
3. Assignment of M.O.S.T. safety personnel for 1-2 year periods within the U.S.N.R.C. staff to work on U.S.N.R.C. staff duties and gain on-the-job experience.
4. Possible training assignments within the radiation control programs of interested U.S.N.R.C. Agreement States.

D. Cooperation During Nuclear Emergencies

1. In the case of a significant nuclear incident or accident in the Republic of Korea involving a U.S.-supplied or -derived nuclear power plant, the U.S.N.R.C. agrees, within the limits of its legislative authority and available resources, to render what assistance it can at the request of the M.O.S.T.
2. The U.S.N.R.C. costs for providing emergency assistance under this article will be borne by the M.O.S.T. Examples of the types of assistance, the extent of which will be determined by the M.O.S.T. and the U.S.N.R.C. on a case-by-case basis, could include, but would not necessarily be restricted to, the following:

- (a) Establishing and maintaining a channel of communication between the U.S.N.R.C. and the M.O.S.T. to monitor the severity of the accident situation and to provide technical advice to the M.O.S.T.
 - (b) Organizing and maintaining teams of experts to give technical advice on the safety problems attendant to the emergency.
 - (c) Sending U.S.N.R.C. and other U.S. technical experts, including experts in offsite protective measures, to the Republic of Korea during emergency situations, as possible.
3. To activate this emergency assistance,* the following procedures would apply:
- (a) A designated representative of the M.O.S.T. will supply initial information on the incident directly to the U.S.N.R.C. Headquarters Duty Officer at the U.S.N.R.C. Operations Center. A line of communication will be established and maintained by the M.O.S.T. for the duration of the emergency.
 - (b) The U.S.N.R.C. Operations Center will follow its established procedures for collecting and assessing status information and monitoring the progress of the emergency. Continuing information (in English) will be provided from the Republic of Korea to the United States, preferably from the site of the incident.
 - (c) As soon as practical, the M.O.S.T. designee and the U.S.N.R.C. Headquarters Duty Officer will arrange for conference conversations between the Director General of the M.O.S.T. Nuclear Safety Bureau, or his designated representative, and the designated official representing the U.S.N.R.C., and appropriate technical experts, in which assistance measures will be discussed and plans for initiating assistance programs agreed upon.

* In situations requiring technical advice, but not of an emergency nature, requests for assistance will be made within the channel of communication between the M.O.S.T. and the U.S.N.R.C. Arrangement Administrators, which is described in Section II.B of this Arrangement.

- (d) Cooperative action will begin as soon as this verbal agreement is reached. This plan of cooperative action will be confirmed in writing as soon as practicable.
- (e) The M.O.S.T. will hold harmless and indemnify the U.S.N.R.C., or its representatives, for any and all personal injury or property damage which may result from information or assistance it provides, or fails to provide, in the course of civil nuclear emergencies [pursuant to this Arrangement]. As with other information furnished under this Arrangement, each Party is fully responsible for what use it makes of any information it receives.
- (f) The M.O.S.T. will send copies of final safety analysis reports and other documentation describing Korean nuclear power plants of U.S. design or derivation and approved emergency procedures to the U.S.N.R.C. for use in interpretation and analysis of information received during emergency and other assistance actions.

E. Additional Safety Advice

To the extent that the documents and other information provided by the U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet M.O.S.T. needs for technical advice, the Parties will consult on the best means for fulfilling such needs. The U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist the M.O.S.T. in meeting these needs.

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. Meetings will be held at such times as mutually agreed to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the Arrangement, and to discuss topics coming within the scope of the cooperation. The time, place, and

agenda for such meetings will be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, will have the prior approval of the three administrators referred to in paragraph II.B.

- B. An administrator will be designated by both Parties to coordinate their participation in the overall exchange. The administrators will 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 will 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 the 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 will 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 will 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 will not constitute a commitment of other agencies to furnish such information or to receive such visitors.

- F. Nothing contained in this Arrangement will require either Party to take any action which would be inconsistent with its country's 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. Cooperation under this Arrangement will be governed by the laws and regulations of the respective countries. Any dispute or questions between the Parties concerning the interpretation or application of this Arrangement arising during its term will be settled by mutual agreement of the Parties[, including an agreed arbitration pursuant to II.D of the Intellectual Property Annex].

- H. Unless otherwise agreed and except as specified in Section I.D. of this Arrangement, all costs resulting from cooperation pursuant to this Arrangement will be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.

III. EXCHANGE AND USE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided or exchanged under this Arrangement, 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 Intellectual Property Annex, which is an integral part of this Arrangement.

B. Definitions

For the purposes of this Arrangement:

1. The term "information" means nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, including

information on results or methods of assessment, research, and any other knowledge intended to be provided or exchanged under this Arrangement.

2. The term "proprietary information" means information made available under this Arrangement which contains trade secrets or other privileged or confidential information (such that the person having the information may derive an economic benefit from it or may have a competitive advantage over those who do not have it), and may only include information which:
 - (a) has been held in confidence by its owner;
 - (b) is of a type which is customarily held in confidence by its owner;
 - (c) has not been transmitted by the owner to other entities (including the Receiving Party) except on the basis that it be held in confidence;
 - (d) is not otherwise available to the Receiving Party from another source without restrictions on its further dissemination; and
 - (e) is not already in the possession of the Receiving Party.
3. 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.

C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement will 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 September 27, 2005 between the Nuclear Regulatory Commission of the United States of America and the Ministry of Science and Technology of the Republic of Korea and will not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of the Republic of Korea without the prior approval of (name of the Transmitting Party).

This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restrictions.

This restrictive legend will be respected by the Receiving Party and proprietary information bearing this legend will not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the consent of the Transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, 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.
2. In addition, proprietary information may be disseminated without prior consent
 - (a) to contractors 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;
 - (b) to domestic 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
 - (c) to contractors of organizations identified in (b), 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 D.2. (a), (b), and (c), above, will be on an as-needed, case-by-case basis, will be pursuant to an agreement of confidentiality, and will be marked with a restrictive legend substantially similar to that appearing in C., above.

3. With the prior written consent of the Party transmitting proprietary information under this Arrangement, the Receiving Party may disseminate such proprietary information more widely than otherwise permitted in subsections 1. and 2. The Parties will 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.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this Arrangement other confidential or privileged information will 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

- (1) that the information is protected from public disclosure by the Government of the Transmitting Party, and
- (2) that the information is transmitted under the condition that it be maintained in confidence.

F. 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 D., Dissemination of Documentary Proprietary Information.

G. 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 attachments of staff, use of facilities, or joint projects, will 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.

H. 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 non-dissemination provisions of this Article, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

I. Other

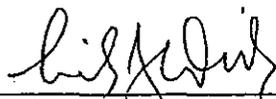
Nothing contained in this Arrangement will preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

- A. This Arrangement will enter into force upon signature and, subject to paragraph B. of this Article, will remain in force for a period of five years. It may be extended for a further period of time by written agreement of the Parties.
- B. Either Party may terminate this Arrangement after providing the other Party written notice 180 days prior to its intended date of termination.
- C. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information will remain so protected for the duration of this Arrangement and after this Arrangement has expired or been terminated, unless otherwise specifically agreed by the Parties in writing.

DONE at Vienna, Austria, on this 27th day of September 2005.

FOR THE NUCLEAR REGULATORY
COMMISSION OF THE
UNITED STATES OF AMERICA:



Nils J. Diaz, Chairman

FOR THE MINISTRY OF SCIENCE AND
TECHNOLOGY OF THE
REPUBLIC OF KOREA:



Myung OH, Deputy Prime Minister

Annex 'A'

U.S.N.R.C. - M.O.S.T. Nuclear Safety Research Exchange
Areas in Which the U.S.N.R.C. Is Performing or Sponsoring Safety Research

1. Reactor Vessel and Piping Integrity
2. Aging of Reactor Components
3. Reactor Equipment Qualification
4. Thermal Hydraulic Code Applications and Maintenance
5. Plant and Systems Operations
6. Human Performance
7. Core Melt and Reactor Coolant System Failure
8. Reactor Containment Safety
9. Containment Structural Integrity
10. Seismic Safety
11. Probabilistic Risk Assessment
12. Severe Accident Analysis
13. Radiation Protection and Health Effects
14. Radionuclide Transport and Waste Management
15. Nuclear Fuel Analysis
16. Dry Cask Storage and Transport
17. Decommissioning
18. Advanced Reactor Designs
19. Fire Protection

Annex 'B'

U.S.N.R.C. - M.O.S.T. Nuclear Safety Research Exchange Areas
in Which the M.O.S.T. Is Performing or Sponsoring Safety Research

1. Regulatory Research on Nuclear Safety
 - Risk-informed Regulation
 - Plant Aging and Life Extension
 - Accident Analysis
 - Severe Accident Evaluation
 - Digital Instrumentation and Control
 - Structural Integrity and Seismic Safety
 - Regulatory Effectiveness

2. Regulatory Research on Radiation and the Environment
 - Radiation Protection
 - Radioactive Waste Management
 - Environmental Protection and Emergency Preparedness
 - Radiation Monitoring and Survey

INTELLECTUAL PROPERTY ANNEX

Pursuant to Article III. of this Arrangement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under the Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this Arrangement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rule of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

E. Termination or expiration of this Arrangement shall not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

A. Each party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section II.A., above, shall be allocated as follows:

B.1. Visiting researchers shall receive intellectual property rights under the policy of the host institution. Each Party shall accord to the visiting researchers no less favorable treatment than it accords to its own nationals with regard to the grant of intellectual property rights. In addition, each visiting researcher named as an inventor shall be entitled to treatment as a national of the host country with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policy of the host institution and national law.

B.2. Joint Research

(a) Intellectual property created in the course of joint research shall be owned by the Inventing Party or Parties. Jointly created intellectual property shall be jointly owned. If research is not designated "joint research" in advance, ownership of the intellectual property shall be determined in accordance with paragraph II.B.1, above.

(b) Unless otherwise agreed by the Parties at any time, including in implementing arrangements, each Party has all rights to exploit intellectual property created in the course of joint research in its own territory, without regard to ownership of the intellectual property. Implementing arrangements may define the worldwide rights of each Party, which may include ownership, joint ownership, and exploitation rights.

(c) All rights outside the territories of both Parties shall be determined by considering the relative contributions of the Parties and their participants to the joint research; the degree of commitment to the patenting and licensing of any resulting invention, and such other factors deemed appropriate.

(d) In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the participating institutions.

C. Notwithstanding paragraphs II.B.2.(a), (b), and (c), in the event that either Party believes that a particular joint research project under this Arrangement has led or will lead to the creation or furnishing of a type of intellectual property not protected by the laws of one of the Parties, the Parties shall immediately hold discussions to determine the allocation of the rights to said intellectual property. If no agreement can be reached within a three-month period from the date of the request for discussions, cooperation on the project in question may be terminated at the request of either Party. Alternatively, the Parties may, at their discretion, establish a joint working group to discuss such allocation. Persons named as inventors shall nonetheless be entitled to awards, bonuses, benefits, or any other rewards, as provided in paragraph II.B.2.(d).

D. The inventing Party shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. The inventing Party may ask the other Party in writing to delay.

publication or public disclosure of such documentation or information for the purpose of protecting its rights related to the invention. Unless otherwise specifically agreed in writing, such restriction shall not exceed a period of six months from the date of such communication. Communication shall be made through the competent government agencies or as otherwise designated in the relevant implementing arrangements.

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Arrangement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

SECURITY OBLIGATIONS ANNEX

I. PROTECTION OF INFORMATION

The Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Arrangement. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Arrangement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. TECHNOLOGY TRANSFER

The transfer of export-controlled information or equipment between the two countries shall be in accordance with the relevant national laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Arrangement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into contracts or specific project agreements.