ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(USNRC)
AND
THE FRENCH DIRECTORATE GENERAL FOR NUCLEAR SAFETY
AND RADIATION PROTECTION
(DGSNR)
FOR THE EXCHANGE OF TECHNICAL INFORMATION AND
COOPERATION IN THE REGULATION OF NUCLEAR SAFETY

The United States Nuclear Regulatory Commission (hereinafter called the USNRC) and the French Directorate General for Nuclear Safety and Radiation Protection (hereinafter called the DGSNR);

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, signed on June 28, 1974, between the United States Atomic Energy Commission and the French Ministere de 1'Industrie et de la Recherche;

Having concluded successor Arrangements for five-year periods beginning October 25, 1979, September 17, 1984, and September 4, 1990, and now having indicated their mutual desire to continue the established cooperation for another five years;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

To the extent that the USNRC and the DGSNR are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety, radiation protection, waste management, and environmental impact of designated nuclear energy facilities:

1. Topical reports concerning technical safety, radiation protection, 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 USNRC process for licensing and regulating certain U.S. facilities designated by the DGSNR as similar to certain facilities being built or planned in France and equivalent documents on such French facilities.

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

5. Regulatory procedures for the safety, radiation protection, waste management, and environmental impact evaluation of nuclear facilities.

6. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

7. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

B. General Assignments

Temporary assignments of personnel by one party within the other party's general organization and activities will be considered on a case-by-case basis and will, in general, require a separate letter of agreement.

C. Cooperation in Anticipatory Safety Research

The terms of cooperation for joint programs and projects of anticipatory nuclear 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 either party, will be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by either 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 parties and will be subject to the terms and conditions of the present agreement. Each party will transmit immediately to the other information containing anticipatory research results that requires early attention in the interest of public safety, along with an indication of significant implications. Temporary assignments of personnel by one party within the other party's anticipatory research activities will also be considered on a case-by-case basis and will, in general, require a separate letter of agreement.

II. ADMINISTRATION

A. Exchange of Information

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 at such times as mutually agreed to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings will be agreed upon in advance. Visits which take place under this

Arrangement, including their schedules, will have the prior approval of the Arrangement administrators.

B. Coordination

An administrator will be designated by each party to coordinate its 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 information 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.

C. Application or Use of Exchanged Information

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.

D. Information Held by Other Agencies of the Governments

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.

E. Compliance with Laws, Regulations, and Policy Directives

Nothing contained in this Arrangement will require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. 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. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement.

F. Financial Coverage

Unless otherwise agreed in writing, 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

1. The term "information" means nuclear energy-related regulatory, safety, radiation protection, waste management, scientific or technical data, 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 commercial 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 restriction 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 of the party providing the information or by a decision in keeping with the policy directives of the party providing this 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 April 17, 2003 between the United States Nuclear Regulatory Commission and the French Directorate General for Nuclear Safety and Radiation Protection and will not be disseminated outside these organizations, their consultants, prime and subcontractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of France without the prior approval of (name of 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 restriction."

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, except where expressly prohibited by the originating party, 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, except where expressly prohibited by the originating party, proprietary information may be disseminated without prior consent

   a. 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;

   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 information is used only within the terms of the permit or license; and

   c. to domestic contractors of organizations identified in D.2.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 paragraph C., above.

3. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information

more widely than otherwise permitted in subsections D.1 and D.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 organized under this Arrangement, or information arising from the 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, nevertheless, wider dissemination than otherwise permitted in this Arrangement without prior approval from the sending party is requested from the receiving party in pursuance of its own national law, the receiving party will inform the sending party at once and, if necessary, put before the competent authority appropriate arguments for non-dissemination.

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.

J. Dispute Resolution

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.

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 (5) years. It may be extended for a further period of time by written agreement of the parties.

B. Either party may withdraw from this Arrangement after providing the other party written notice 180 days prior to its intended date of withdrawal.

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 agreed by the parties in writing.

DONE at Rockville, Maryland on this 17th day of April 2003, in the English language. An equivalent French language text will be developed and signed as soon as possible.

FOR THE UNITED STATES
NUCLEAR REGULATORY COMMISSION:

Nils J. Diaz
Chairman

FOR THE FRENCH
DIRECTORATE GENERAL FOR
NUCLEAR SAFETY
AND RADIATION PROTECTION:

Andre-Claude Lacoste
Director ~~General~~

ANNEX - INTELLECTUAL PROPERTY

PREAMBLE

PURSUANT TO ARTICLE III OF THIS AGREEMENT:

The parties shall ensure adequate and effective protection of intellectual property created or furnished under this agreement and relevant implementing arrangements. The parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this agreement 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

I-A. This annex is applicable to all cooperative activities undertaken by the parties or by the relevant entities (hereafter "cooperative entities") pursuant to this agreement, except as otherwise specifically agreed by the parties or their cooperative entities.

I-B. For purposes of this agreement, "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.

I-C. This annex addresses the allocation of rights, interests, and royalties between the parties. Each party shall ensure that the other party or cooperative entities can obtain the rights to intellectual property allocated in accordance with the annex. The allocation between a party and participants on behalf of this party in the cooperative activities, which shall be determined by the party's laws and practices, shall not be altered or prejudiced by application of this annex.

I-D. Disputes concerning intellectual property arising under this agreement 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 rules of international law. Unless the parties or ther designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

I-E. Termination or expiration of this agreement shall not affect the rights or obligations under this annex.

II - ALLOCATION OF RIGHTS

II-A. Each party, subject to the restrictions of Article III of this annex, shall be entitled to a nonexclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, and publicly available reports directly

arising under this agreement. 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. Each party or its cooperative entities shall have the right to review a translation prior to public distribution.

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

II-B/1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution, unless a specific agreement is or has been signed between the host and forwarding institutions. 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, and any other rewards, in accordance with the policies of the host institution.

II-B/2(A). For intellectual property created during joint research, the parties or their cooperative entities shall jointly develop a technology management plan either prior to the start of their cooperation, for example in research areas likely to lead rapidly to industrial applications, or within a reasonable time from the time a party becomes aware of the creation of intellectual property. The technology management plan shall consider the relative contributions of the parties and their cooperative entities, the benefits of exclusive or non-exclusive licensing by territory or for field of use, requirements imposed by the parties' domestic laws, and other factors deemed appropriate. If needed, the technology management plan shall be jointly modified or completed in a timely fashion, subject to the approval of both parties or their cooperative entities.

II-B/2(B). If the parties or their cooperative entities cannot reach agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a party becomes aware of the creation of the intellectual property in question, each party may designate one co-exclusive licensee to have world-wide rights to said intellectual property. Each party shall notify the other two months prior to making a designation under this paragraph. When both parties (or their licensees) exploit the intellectual property in a country, they shall share equally the reasonable cost of intellectual property protection in that country.

II-B/2(C). A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant implementing agreement; otherwise the allocation of rights to intellectual property will be in accordance with paragraph II-B/1.

II-B/2(D). In the event that either party believes that a particular joint research project under this agreement will lead, or has led, to the creation or furnishing of intellectual property of a type not protected by the applicable laws of one of the parties, the parties shall immediately hold discussions to determine the allocation of the rights to the said intellectual property; the joint activities in question will be suspended during the discussions, unless otherwise agreed by the parties thereto. If no agreement can be reached within a three month period from the date of

the request for discussions, the parties shall cease the cooperation in the project in question. Notwithstanding paragraphs II-B/2(A) and (B), rights to any intellectual property which has been created will be resolved in accordance with the provisions of Article I-D.