NUCLEAR SAFETY

Arrangement Between the
UNITED STATES OF AMERICA
and the UNITED ARAB EMIRATES

Signed at Washington August 23, 2010

with

Addenda

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

UNITED ARAB EMIRATES

Nuclear Safety

Arrangement signed at Washington
August 23, 2010;
Entered into force August 23, 2010.
With addenda.

ARRANGEMENT

BETWEEN

THE NUCLEAR REGULATORY COMMISSION
OF THE
UNITED STATES OF AMERICA

AND

THE FEDERAL AUTHORITY FOR NUCLEAR REGULATION
OF THE
UNITED ARAB EMIRATES

FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND
COOPERATION IN NUCLEAR SAFETY AND SECURITY
MATTERS

August 23, 2010

ARRANGEMENT
BETWEEN
AND
THE NUCLEAR REGULATORY COMMISSION
OF THE
UNITED STATES OF AMERICA
AND
THE FEDERAL AUTHORITY FOR NUCLEAR REGULATION
OF THE
UNITED ARAB EMIRATES
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND
COOPERATION IN NUCLEAR SAFETY AND SECURITY MATTERS

The Nuclear Regulatory Commission of the United States of America (hereinafter called the NRC), and the Federal Authority for Nuclear Regulation of the United Arab Emirates (UAE) (hereinafter called the FANR) the two together hereinafter referred to as the Parties;

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

Acknowledging the bilateral nuclear cooperation agreement between the Government of the United States of America and the Government of the United Arab Emirates and consistent with the requirements of Section 123 of the United States Atomic Energy Act of 1954, as amended, which entered into force of December 17, 2009 (hereinafter called the 123 Agreement);

Referencing Article 16 of the 123 Agreement to establish an administrative arrangement, have desired to cooperate under the terms of a five-year Arrangement for the Exchange of Technical Information and Cooperation in Nuclear Safety, Security, and radioactive materials Matters;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

To the extent that the NRC and FANR are permitted to do so under the laws and regulations of their respective countries, the Parties will exchange the following types of technical information relating to the regulation of safety, security, radioactive materials, and environmental impact of designated nuclear energy facilities as well as to nuclear safety research programs:

1. 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.

2. Documents relating to significant licensing actions, and safety, security, radioactive materials, and environmental decisions affecting nuclear facilities or radioactive materials users.

3. Detailed documents describing the NRC process for licensing and regulating certain U.S. facilities and radioactive materials designated by the FANR as similar to certain facilities or materials being built, used or planned in the UAE and equivalent documents on such UAE's facilities and materials

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 Addenda "A" and "B", attached hereto and made a part hereof. Cooperation in these itemized safety 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 construction and 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 and radioactive materials.

7. Early advice of important events, such as serious construction and operating incidents and government-directed reactor shutdowns, that is of immediate interest to the Parties.

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

9. Notwithstanding any other provision of this Arrangement, neither Party shall be required to disclose classified materials (as determined in the sole discretion of the Party holding such materials) to the other Party, including, without limitation, any materials concerning military operations, foreign relations or matters of national security.

B. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the NRC will try to assist the FANR by providing certain training and experience for FANR safety personnel. Unless otherwise agreed, costs of salary, allowances, and travel of FANR participants will be paid by the FANR. The following are typical of, but not necessarily restricted to, the kinds of training and experience that may be provided:

1. FANR inspector accompaniment of NRC inspectors on reactor operation and (if available) reactor construction and vendor inspections in the U.S., including extended briefings at USNRC regional inspection offices.

2. Participation by FANR employees in NRC staff training courses.

3. Assignment of FANR employees for 6-24 month periods within the USNRC staff to work on NRC staff duties and gain on-the-job experience.

4. Possible training assignments within the radiation control programs of interested NRC Agreement States.

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 provisions of 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 administrators referred to in paragraph II.B.

B. an administrator will be designated by each Party to coordinate its participation in the overall exchange under this Arrangement. 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 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 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.

III. EXCHANGE AND USE OF INFORMATION

A. Definitions

1. The term "information" means unclassified 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 provided, created or exchanged under this Arrangement.

2. The term "proprietary information" means information provided, created or exchanged under this Arrangement which contains trade secrets or other privileged or sensitive commercial information(such that the person having the information may derive a commercial benefit from it or may have a commercial 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 non-classified information, other than "proprietary information," which has been transmitted and received in confidence under this Arrangement and is protected from public disclosure under the laws, regulations, or policies of the country of the Party providing the information, or is otherwise restricted by the provider.

4. The definition of information shall not be construed to include classified materials (as determined in the sole discretion of the Party holding such materials) held by a Party, including, but not limited to, materials concerning military operations, foreign relations or matters of national security.

B. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement will respect the privileged nature of such information, provided that 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 August 23, 2010 between the United States Nuclear Regulatory Commission and the UAE Federal Authority for Nuclear Regulation and will not be disseminated outside these organizations, their consultants, contractors, and licensees, or concerned departments and agencies of the Government of the United States and the Government of the United Arab Emirates without the prior written approval of (name of transmitting Party). This notice will be marked on each page of any reproduction hereof, in whole or in part. These limitations will automatically terminate when the proprietary information is disclosed by the owner without restriction."

THIS PAGE WAS INTENTIONALLY LEFT BLANK

This restrictive legend will be respected by the Parties to this Arrangement. In addition to the provisions of Section III.C.1 below regarding the dissemination of documentary proprietary Information, proprietary information, documentary proprietary information bearing this restrictive legend will not be made public or otherwise disseminated in any manner unspecified or contrary to the terms of this Arrangement without the prior written consent of the transmitting Party. Proprietary information bearing this restrictive legend will not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

C. Dissemination of Documentary Proprietary Information

1. Proprietary information may be exchanged at the sole discretion of the Party furnishing such information where such information has been provided to the transmitting Party by a third Party on a confidential basis, only with the agreement of such third party. Proprietary information received under this Arrangement may not be freely disseminated by the receiving Party to persons within or employed by the receiving Party, to concerned government departments and government agencies in the country of the receiving Party, or to any other third party without prior consent of the Party furnishing such information. Each Party shall protect such proprietary information in the same manner as it protects its own confidential information. Transmission of such proprietary information should be clearly marked so as to indicate its confidential or privileged nature, and any such dissemination shall conform with the following standards:

   a) such dissemination is made on a case-by-case basis to persons or departments and agencies having a legitimate need for the proprietary information (such legitimate need being directly associated with the objectives and purposes of this Arrangement);

   b) such proprietary information will bear the restrictive legend appearing in Section III.B. of this Arrangement; and

   c) the receiving Party has notified the transmitting Party of the identity of the other concerned Government department or Government agency that will receive the proprietary information and the transmitting Party has given its prior written consented to the dissemination.

2. Furthermore, proprietary information received under this Arrangement may be disseminated by the receiving Party with the prior consent of the transmitting Party to contractors and consultants of the receiving Party located within the geographical limits of that Party's nation, provided:

a) that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving Party relating to the subject matter of the proprietary information, and will not be used by such contractors and consultants for any other private commercial purposes;

b) that such dissemination is made on a case-by-case basis to contractors and consultants having a legitimate need for the proprietary information (such legitimate need being directly associated with the objectives and purposes of this Arrangement) and who have executed a non-disclosure agreement; and

c) that such proprietary information will bear the restrictive legend appearing in Section III.B. of this Arrangement.

3. The Parties will endeavor to grant prior written approval for the dissemination of proprietary information to the extent permitted by their respective national laws, regulations and policies, provided:

a) that the entities receiving proprietary information under Section III.C.3 of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear and materials radiation sources, have a legitimate need for the proprietary information (such legitimate need being directly associated with the objectives and purposes of this Arrangement) and have executed a non-disclosure agreement, that meets, as minimum, the provisions of this arrangement; and

b) that the entities receiving proprietary information under Section III.C.3 of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, will not use such proprietary information for any private commercial purposes; and

c) that those entities receiving proprietary information under Section III.C.3 of this Arrangement that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

D. 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.

E. 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 Section III.C, "Dissemination of Documentary Proprietary Information."

F. 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.

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

H. 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. Nothing contained in this Arrangement will 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. The Parties will endeavor to ensure that the implementation of this Arrangement is in accordance with the laws, regulations, and policy directives of the Parties and will consult with each other if any questions are raised by either Party on this subject.

B. No exchange of information hereunder is intended nor shall create in the receiving Party any intellectual property rights whatsoever in the information, all such rights shall remain vested solely in the providing property. Any license or transfer of intellectual property rights, if any, shall occur only pursuant to a separate agreement executed by the Parties.

C. Unless otherwise agreed, 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.

D. The Parties shall seek to resolve any dispute in relation to this Arrangement (including its interpretation or implementation) by consultation between the Parties.

E. This Arrangement will enter into force upon signature and, subject to paragraph G of this Section, 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.

F. The Parties' commitments under this arrangement are reciprocal. In the event that either Party acts contrary to its commitment herein, such action may release the other Party from its commitments and be grounds for termination.

G. Either Party may terminate this Arrangement after providing the other Party written notice 180 days prior to its intended date of termination.

H. 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 indefinitely thereafter unless otherwise agreed by the Parties in writing.

I. This Arrangement is intended to implement relevant provisions of the 123 Agreement and is not intended, and shall not be construed, to create legally binding obligations in addition to those specified in the 123 Agreement.

DONE at Washington this 23rd day of August 2010, in two originals, in the English language.

FOR THE NUCLEAR REGULATORY COMMISSION OF THE UNITED STATES OF AMERICA

Gregory B. Jaczko, Chairman

FOR THE FEDERAL AUTHORITY FOR NUCLEAR REGULATION OF THE UNITED ARAB EMIRATES

William D. Travers, Director General

Addendum "A"

NRC –FANR Safety Research Exchange
Areas In Which the NRC Is Performing or Sponsoring Safety Research

1. Digital Instrumentation and Control;
2. Reactor Equipment Qualification
3. Environmental Transport;
4. Fire Safety Research;
5. Nuclear Fuel Analysis
6. Operating Experience and Generic Issues;
7. Human effects on nuclear safety;
8. Radionuclide Transport and Waste Management
9. Probabilistic Risk Assessments
10. Radiation Protection and Health Effects;
11. Seismic Safety
12. State of the Art Risk Consequences;
13. Containment Structural Integrity
14. Regulatory Guide Update;
15. New and Advanced Reactor Designs
16. Decommissioning
17. Thermal Hydraulic Code Applications and Maintenance
18. Severe Accident Analysis

ADDENDUM "B"

NRC – FANR Nuclear Safety Research Exchange Areas
in Which the FANR is Performing or Sponsoring Safety Research

1. Safety Regulation of Nuclear Facilities
2. Licensing procedure and Regulatory Inspection
3. Assessment of SAR
4. Radiological Safety Controls
5. Safety culture
6. Nuclear Reactor Safety Research
7. Nuclear Reactor Materials Safety Research
8. Computer Codes, and
9. Others

INTELLECTUAL PROPERTY ADDENDUM

Pursuant to Section III. of this Arrangement:

I. General Obligation

The Parties will ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. Rights to such intellectual property will be allocated as provided in this Annex.

II. 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" will mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.

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

D. Except as otherwise provided in this Arrangement, disputes concerning intellectual property arising under this Arrangement will 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 will be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) will govern.

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

III. Allocation of Rights

A. Each Party will 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 will 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 III. A above, will be allocated as follows:

(1) Visiting researchers will receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by Section III.B(1) will be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties will be jointly owned by the Parties. In addition, each creator will be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party will have within its territory a right to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory will be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding Section III.B(2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties will immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question will be terminated at the request of either Party. Creators of intellectual property will nonetheless be entitled to awards, bonuses and royalties as provided in Section III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) will 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. Either 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 in the invention. Unless otherwise agreed in writing, the delay will not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Arrangement, each Party and its participants will protect such information in accordance with applicable laws, regulations, and administrative practices. 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, and 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.