



UNITED STATES
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

March 16, 2000

Mr. Masayuki Nakano
Director for International Affairs and Safeguards Division
Atomic Energy Bureau
Science and Technology Agency
2-2-1 Kasumigaseki, Chiyoda-ku
Tokyo, Japan

Dear Mr. Nakano:

I am pleased to extend this official invitation to Mr. Takafumi Ikeda to be temporarily assigned to the staff of the United States Nuclear Regulatory Commission (NRC) for a three-month period beginning Monday, March 27, 2000. Mr. Ikeda, an employee of the Science and Technology Agency (STA), will be assigned to the Office of Nuclear Reactor Regulation (NRR), Division of Regulatory Improvements Programs (DRIP), Events Assessment, Generic Communications, and Non-Power Reactors Branch (REXB). During this assignment, Mr. Ikeda will observe, assist and participate in non-power reactor inspections in the areas of: operation, radiation protection, organization, review and audit (quality assurance), operator requalification and training, procedures, surveillance, environmental protection, emergency planning and transportation.

Please confirm, as soon as possible, that we may expect Mr. Ikeda on Monday, March 27, 2000. He should report to the One White Flint North Building, 11555 Rockville Pike, Rockville, Maryland, on March 27 at 9:30 in the morning and ask for Ms. Mary Carter, Office of International Programs, (415-2331) at the guard desk in the lobby.

In addition to extending this invitation, I would like this letter to serve as a memorandum of the following understandings governing certain administrative aspects of the assignment.

1. Mr. Ikeda will engage in activities essentially similar to those engaged in by NRC employees, without any special "diverse experience" assignments except those that might be convenient to the NRC.
2. All salary, allowances, assignment-related travel costs (including costs of such travel within the U.S.), liability, and responsibility for Mr. Ikeda will be assumed by STA.
3. The assignment will be for a period of three months. However, this assignment may be terminated prior to the expiration of such period or extended for an additional period.
4. The STA affirms that Mr. Ikeda is a permanent employee of the Science and Technology Agency and will retain the employment relationship during his assignment to the NRC, and recommends him for this assignment.

5. STA affirms that Mr. Ikeda is capable of reading, writing and speaking English fluently.
6. Mr. Ikeda will observe all rules, regulations and requirements of the NRC including, but not limited to, security, safety, health, hours of work and conduct.
7. In his activities during this assignment, Mr. Ikeda may encounter information furnished to the NRC in confidence. Upon starting activities at the NRC, he will sign the enclosed statement (Annex 1) agreeing not to reproduce or remove any proprietary documents from their proper place of use and storage and agreeing not to disclose such information or in any other way violate the conditions under which the NRC receives and uses proprietary information. All signatories will be provided signed copies of this memorandum.
8. Annex 2 describes the assignment of patent rights for patents resulting from this assignment.
9. A security plan will be prepared for Mr. Ikeda prior to his arrival. This will be incorporated as Annex 3 to this letter after it has been signed by Mr. Ikeda, his supervisor, our Division of Facilities and Security and the Office of International Programs.
10. The liability of the NRC for injury to Mr. Ikeda or damage to his property, the liability of Mr. Ikeda and STA to the NRC for damage to its property, and the liability of Mr. Ikeda and STA to third parties for personal injury or property damage will be governed by the applicable law of the United States and the laws of the several States. The laws of the States are not uniform but, in general, no party will be liable to another party for personal injury or property damage unless such injury or damage is caused by the fault, negligence or intent of the one party or its agents.
11. Subject to Item 7, Mr. Ikeda will be required to provide a list of any records and documents which he wishes to take with him to his NRC supervisor(s) and to the Office of International Programs prior to his departure.

Mr. M. Nakano

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This letter should be countersigned below and returned to Ms. Janice Dunn Lee, Director of the Office of International Programs, prior to departure from Japan.

Sincerely,



William D. Travers
Executive Director
for Operations

Enclosures:

1. Annex 1
2. Annex 2

I have read and agree to the provisions of the proposed assignment.

Masayuki Nakano
Director for International Affairs and Safeguards
Division
Atomic Energy Bureau
Science and Technology Agency

ANNEX 1

MEMORANDUM ON BUSINESS CONFIDENTIAL TECHNOLOGY

INFORMATION AND TRADE SECRETS

Whereas, the Science and Technology Agency (STA), hereinafter referred to as STA, and the United States Nuclear Regulatory Commission, hereinafter referred to as the NRC, have agreed by letter to the assignment of the undersigned employee of the STA to the NRC; and

Whereas, the NRC from time to time receives business confidential technology information or trade secrets which are the property of others;

Now, therefore, in consideration of my assignment under this agreement in a capacity which could make available to me business confidential technology and trade secrets which are the property of others;

I agree:

To keep confidential and not disclose or use during the period of my assignment or any extension thereof, or subsequent thereto, any business confidential technology, information or trade secrets of the NRC or others, except as authorized or required by the NRC during my assignment to the NRC; and

Not to permit any other individual to have access to any such business confidential technology, information or trade secrets in my possession unless within the terms of the aforementioned agreement, the NRC so authorizes and directs; and

Not to make copies of or to take any papers containing such business confidential information from their proper places of use and storage.

Takafumi Ikeda

(Date)

UNITED STATES
NUCLEAR REGULATORY COMMISSION

AGREEMENT COVERING DISCOVERIES
INVENTIONS, AND IMPROVEMENTS

1. This Agreement is made by me with the United States Nuclear Regulatory Commission (hereinafter called the "Commission") in consideration of my engagement or employment by the Commission.
2. I hereby agree:
 - (a) To furnish the Commission with complete information on every invention, discovery or improvement, arising from or related to work conducted or sponsored by the Commission, and made or conceived by me during the period of my engagement or employment by the Commission;
 - (b) That the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title and the rights under any such invention, discovery or improvement, and under any application or patent that may result;
 - (c) That any claim for a pecuniary award or compensation under the Atomic Energy Acts of 1946 and 1954 hereby is waived with respect to such invention, discovery or improvement;
 - (d) That the judgement of the Commission on all such matters shall be accepted as final;
 - (e) To execute all documents and to do all things necessary or proper to carry out the judgement of the Commission. This will include aiding the Commission (at Government expense, by proper arrangement) in the prosecution of applications for patents, and in defense of the Government's rights, in any country.
3. The term "Commission" shall include any duly authorized representative of the United States Nuclear Regulatory Commission.

Witness _____

Date _____

(Signature)

CONSENT AND WAIVER

The foregoing Agreement of _____ is hereby consented to and approved this _____ day of _____ and all rights under any prior agreement are hereby waived to the extent of any conflict with such Agreement.
