



UNITED STATES
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

December 26, 2000

Mr. Michio Sakurada
Director for International Affairs on Nuclear Power Safety
Agency of Natural Resources and Energy
Ministry of International Trade and Industry
1-3-1 Kasumigaseki, Chiyoda-ku
Tokyo, Japan

Dear Mr. Sakurada:

I am pleased to extend this official invitation to Mr. Shoji Takeyama to be temporarily assigned to the staff of the United States Nuclear Regulatory Commission (NRC) for a fourteen-month period beginning Monday, January 22, 2001. Mr. Takeyama, an employee of the Agency of Natural Resources and Energy (ANRE), will be assigned to the Office of Nuclear Reactor Regulation (NRR), Division of Inspection Program Management (DIPM), Inspection Program Branch (IIPM). During this assignment, Mr. Takeyama will be assigned duties in the the Reactor Oversight program and may accompany and observe plant inspections. He will also have a rotational assignment in the License Renewal and Standardization Branch.

Please confirm, as soon as possible, that we may expect Mr. Takeyama on Monday, January 22, 2001. He should report to the One White Flint North Building, 11555 Rockville Pike, Rockville, Maryland, on January 22 at 9:30 in the morning and ask for Ms. Mary Carter (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. Takeyama 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. Takeyama will be assumed by ANRE.
3. The assignment will be for a period of fourteen months. However, this assignment may be terminated prior to the expiration of such period or extended for an additional period.
4. The ANRE affirms that Mr. Takeyama is a permanent employee of the Japan Ministry of International Trade and Industry and will retain the employment relationship during his assignment to the NRC, and recommends him for this assignment.

5. ANRE affirms that Mr. Takeyama is capable of reading, writing, and speaking English fluently.
6. Mr. Takeyama 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. Takeyama 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. Takeyama prior to his arrival. This will be incorporated as Annex 3 to this letter after it has been signed by Mr. Takeyama, his supervisor, our Division of Facilities and Security and the Office of International Programs.
10. The liability of the NRC for injury to Mr. Takeyama or damage to his property, the liability of Mr. Takeyama and ANRE to the NRC for damage to its property, and the liability of Mr. Takeyama and ANRE 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 individual 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. Takeyama 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. Sakurada

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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,

John W. Craig for

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.

 Michio Sakurada
 Director for International Affairs on Nuclear Power
 Safety
 Agency of Nuclear Resources and Energy
 Japan Ministry of International Trade and Industry

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DATE	12/14/00	12/14/00	12/21/00	12/21/00

OFFICIAL RECORD

ANNEX 1

MEMORANDUM ON BUSINESS CONFIDENTIAL TECHNOLOGY

INFORMATION AND TRADE SECRETS

Whereas, the Agency of Natural Resources and Energy (ANRE), hereinafter referred to as ANRE, 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 ANRE 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.

Shoji Takeyama

(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.

1. 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.
