

MEMORANDUM OF UNDERSTANDING (M.O.U.)  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
(U.S.N.R.C.)  
AND  
THE ARGENTINE COMISION NACIONAL DE ENERGIA ATOMICA  
(C.N.E.A.)  
FOR  
THE EXCHANGE OF TECHNICAL INFORMATION  
DIRECTLY APPLICABLE TO THE SAFETY OF OPERATING  
CIVIL POWER AND RESEARCH REACTORS

November 30, 1990  
Buenos Aires, Argentina

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Memorandum of Understanding (M.O.U.)  
Between  
The United States Nuclear Regulatory  
Commission (U.S.N.R.C.)  
and  
The Argentine Comisión Nacional de Energía  
Atómica (National Atomic Energy  
Commission, C.N.E.A.)  
for

The Exchange of Technical Information Directly  
Applicable to the Safety of Operating Civil Power  
and Research Reactors

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Argentine Comisión Nacional de Energía Atómica (the Argentine National Atomic Energy Commission) (hereinafter called the C.N.E.A.);

Considering the desirability of a continuing exchange of technical information pertaining to the safety of operating civil power and research reactors;

Having discussed the benefits of same in a series of meetings and correspondence spanning several years;

Have now agreed as follows.

I. Scope of the M.O.U.

1. Technical Information Exchange

To the extent that the U.S.N.R.C. and the C.N.E.A. are permitted to do so under the laws, regulations, or policy directives of their respective countries, the parties agree to exchange the following types of technical information directly relating to the safety of operating civil power and research reactors:

a. Prompt notification of important events, such as serious reactor operating accidents and incidents and governmental decisions concerning reactor shutdowns.

b. Information on emergency planning and response for power reactor programs.

c. Routine and ad hoc operational reactor safety data, including reports on abnormal occurrences, operator errors, and occupational radiation exposures.

d. Documents describing the U.S.N.R.C. process for licensing and regulating U.S. civil power and research reactors and equivalent documents on Argentine civil power and research reactors.

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2. Cooperation in Safety Research

The execution of joint programs and projects of nuclear safety research, or those programs and projects under which activities are divided between the two 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 shall be the subject of separate agreements.

3. Training and Assignments

Each party will assist the other party, within the limits of available resources and the provisions of this M.O.U., in providing opportunities for training and assignments in reactor safety and regulation to the other party. Unless otherwise agreed in a particular case, all salaries, allowances and travel expenses incurred will be paid by the benefitting party.

II. Coordination

1. The exchange of operating reactor safety information under this M.O.U. will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held periodically to review the exchange of information and to discuss topics within the scope of this exchange.

2. A coordinator will be designated by each of the parties to coordinate its participation in the overall exchange. The coordinator will be responsible for achieving and maintaining reasonably balanced access to available operating reactor safety information.

3. The application or use of any reactor safety information transferred between the parties to this M.O.U. shall 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.

4. Nothing contained in this M.O.U. shall require either party to take any action which would be inconsistent with its laws, regulations, or policy directives. The parties agree that all technical information exchange and cooperation under this M.O.U. will involve only those areas previously identified.

III. Patents, and exchange and use of information

The provisions governing this Article are specified in the Appendix, which constitutes an integral part of this M.O.U.

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IV. Final Provisions

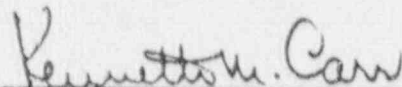
1. This M.O.U. shall enter into force upon signature and, subject to paragraph 2. of this Article, shall remain in force for five years unless extended for a further period of time by written agreement of the parties.

2. Either party may withdraw from the present M.O.U. after providing the other party written notice 60 days prior to its intended date of withdrawal.

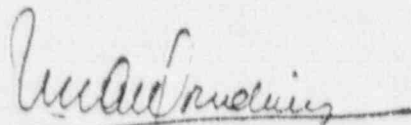
Signed in Buenos Aires on the 30th day of November, 1990, in English and Spanish, each language version being equally authentic.

FOR THE UNITED STATES  
NUCLEAR REGULATORY  
COMMISSION

FOR THE ARGENTINE  
COMISION NACIONAL  
DE ENERGIA ATOMICA



Kenneth M. Carr  
Chairman



Manuel A. Mondino  
President



APPENDIX

Article I. Patents

A. With respect to any invention or discovery made or conceived in the course of or under this agreement:

1. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other party (the Receiving Party) or its contractors in connection with joint research projects with an agreed scope of work:

a) The Receiving Party shall acquire all right, title, and interest in and to any such invention or discovery in its own country and in third countries.

b) The Assigning Party shall acquire all right, title, and interest in and to any such invention or discovery in its own country.

2. If made or conceived by a party or its contractors as a direct result of employing information which has been communicated to it by the other party or its contractors or communicated during seminars or other joint meetings, the party making the invention or discovery shall acquire all right, title, and interest in and to such invention or discovery in all countries.

3. If made or conceived through loans or exchanges of material, computer codes, instruments and equipment, the party making the invention or discovery shall acquire all right, title, and interest in and to such invention or discovery in all countries.

4. The party which owns right, title, and interest covering an invention or discovery referred to in subparagraphs 1, 2, and 3 above shall grant, upon request of the other party, a royalty-free, non-exclusive, irrevocable license of such right, title and interest to the other party, its government and nationals of its country designated by it, for research and development activities under this agreement.

5. The party which owns right, title, and interest covering an invention or discovery referred to in subparagraphs 1, 2, and 3 above agrees to promptly disclose such invention or discovery to the other party.

B. The provisions of paragraph A above of this Article shall apply mutatis mutandis to the protection of utility model and design.

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C. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own inventors according to its own laws. Each party shall, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article.

Article II. Exchange and Use of Information

A. General

The parties support the widest possible dissemination of information provided or exchanged under the agreement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of Article I (Patents) of this Appendix.

B. Definitions (as used in this Article)

1. The term "information" means nuclear energy-related regulatory, safety, 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 agreement.

2. The term "proprietary information" means information not in possession of the Receiving Party or otherwise available to it, which was developed outside this agreement and contains trade secrets or other privileged or confidential commercial information, 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.

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 agreement shall respect the privileged nature thereof, provided such proprietary information is clearly

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marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an agreement dated November 30, 1990 between the United States Nuclear Regulatory Commission and the Argentine Comisión Nacional de Energía Atómica and shall not be disseminated outside these organizations, their consultants, contractors and licenses, and concerned departments and agencies of the Government of the United States and the Government of Argentina without the prior approval of (name of transmitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction".

This restrictive legend shall be respected by the Receiving Party and shall not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this agreement without the consent of the transmitting party.

D. Dissemination of documentary proprietary information

1. In general, proprietary information received under this agreement 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, documentary 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 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 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, shall be on an as-needed basis, shall be pursuant to an agreement of confidentiality, and shall be marked with a restrictive legend substantially similar to that appearing in C. above.

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3. With the prior written consent of the party furnishing proprietary information under this agreement, the Receiving Party may disseminate such proprietary information more widely than otherwise permitted in subsections 1 and 2. The parties shall 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 agreement other confidential or privileged information shall 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) of this Article.

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 from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this agreement; 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.

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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 nondissemination provisions of this agreement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

I. Other Provisions:

1. Nothing contained in this Appendix shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this agreement.

2. Proprietary or other confidential information -- clearances:

It is the responsibility of the party whose personnel accept such information (the Receiving Party) to secure any clearances or registrations required under the Receiving Party's laws, regulations, or administrative practices for the protection of such information or the enforcement of any restrictions as to its further dissemination.

3. Proprietary or other confidential information -- protection:

If protection for such information is not available or is limited in scope or duration under the laws, regulations or administrative practices of the party whose personnel accept such information, the Receiving Party shall so notify the Furnishing Party before such information is received if possible, and in any event prior to its use or further dissemination by the Receiving Party. In such circumstances, the Receiving Party will consult with the Furnishing Party on appropriate handling of such information.

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