

AGREEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
AND
THE KERNFORSCHUNGSZENTRUM KARLSRUHE GmbH
RELATING TO THERMALHYDRAULIC TESTS
IN THE UPPER STRUCTURE DYNAMICS TEST FACILITY

This Agreement is made this February 5, 1981 ~~day of 1980~~, between the United States Nuclear Regulatory Commission (USNRC) and the Kernforschungszentrum Karlsruhe GmbH (KfK):

Whereas the KfK and the USNRC are, respectively, an authorized participant under and a successor to the Technical Exchange and Cooperative Arrangement between the Federal Ministry for Research and Technology of the Federal Republic of Germany (FRGMRT) and the United States Atomic Energy Commission in the Field of Research and Development on Reactor Safety, signed on March 6, 1974, (hereinafter called "Basic Arrangement"), and continued after January 19, 1975 as between the FRGMRT and the USNRC;

Whereas the FRGMRT and the USNRC by an exchange of letters dated March 8, 1979 and April 24, 1979, agreed to continue their cooperative activities beyond the 5-year period of the Basic Agreement pending the formal execution of a new Arrangement between the parties;

Whereas the KfK has requested the performance of special tests described herein and the USNRC has agreed to do so for the consideration stated upon and subject to the terms and conditions hereinafter appearing;

It is now AGREED as follows:

1. SCOPE

Subject to the provisions of this Agreement, the availability of personnel, material and funds, and the applicable laws, regulations and national policy in force in the countries of the parties, the USNRC will undertake a series of thermalhydraulic tests in the Upper Structure Dynamics (USD) test facility at the Los Alamos Scientific Laboratory (LASL) in accordance with the specification given in the Appendix.

A/S 7

2. PERIOD OF AGREEMENT

This Agreement shall enter into force upon signature of the parties and shall remain in force for the period of implementation of the experimental program which is estimated to last 12 months. No work shall be executed hereunder or cost incurred after the end of the period of this Agreement.

3. PAYMENT

(a) KfK agrees to pay the USNRC the sum of \$130,000 (one hundred and thirty thousand dollars U.S.) in full payment for the work carried out under this Agreement, to be paid within 30 days following the signing of this Agreement.

(b) The USNRC will submit an invoice, in U.S. dollars, to the Finance Department, Kernforschungszentrum Karlsruhe GmbH, Postfach 3640, D 7500 Karlsruhe, F.R. Germany, together with appropriate details for execution of the payment.

4. PROJECT MANAGEMENT

(a) The USNRC will appoint a project manager who will be responsible for managing the work to be performed under this Agreement. The name of the project manager shall be furnished in writing to the KfK.

(b) The KfK will nominate a representative who will be responsible for acting as liaison officer for this Agreement and to whom all formal communications shall be addressed.

5. TECHNICAL REPORTS

On completion of the experiments the USNRC shall furnish to the KfK a technical report describing the work performed and the experimental results obtained. The designated KfK representative will be responsible for performing the pretest and post-test analyses for the KfK.

6. USE OF INFORMATION

Information developed or transmitted under this Agreement shall be in accordance with the provisions on exchange and use of information set forth in Article 5 of the Basic Agreement (Annex 1).

7. PATENTS AND COPYRIGHT

(a) The allocation of rights to inventions arising under this Agreement shall be governed by the provisions of Article 6 of the Basic Agreement (Annex 2).

(b) The USNRC shall not formally publish in the trade literature or similar publications, or have published therein, any experimental data or results of tests performed under this Agreement without the prior written consent of the KfK.

8. RESPONSIBILITY FOR INFORMATION


Information furnished by the USNRC to KfK under this Agreement shall be accurate to the best knowledge and belief of the USNRC; however the USNRC gives no warranty as to the accuracy of such information nor shall have any responsibility for the consequences of any use to which such information may be put by KfK or by any other third party.

9. DISPUTES

Cooperation under this Agreement shall be in accordance with the laws, regulations, and national policy of the respective countries of the parties. All questions related to the Agreement arising during its term shall be settled by the parties by mutual agreement.

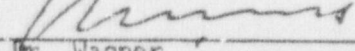
In Witness whereof this Agreement has been entered into the day and year first before written.

UNITED STATES NUCLEAR
REGULATORY COMMISSION


BY 
William J. Dircks
TITLE Executive Director for Operations

DATE December 16, 1980

KERNFORSCHUNGSZENTRUM
KARLSRUHE GmbH

BY 
Dr. Wagner
TITLE Member of the Board

DATE February 5, 1981

BY 
Dr. Hennies
TITLE Member of the Board

DATE February 5, 1981