

AGREEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
AND
THE KERNFORSCHUNGSZENTRUM KARLSRUHE GmbH
RELATING TO EQUATION OF STATE
EXPERIMENTS IN ACRR AT SANDIA

This AGREEMENT is made this January, 19 day of 1981, BETWEEN the UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) and the KERNFORSCHUNGSZENTRUM KARLSRUHE GmbH (KfK):

WHEREAS the USNRC and KfK are parties to an agreement (hereinafter called "Basic Agreement") dated June 22, 1978, entitled "AGREEMENT ON RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE BETWEEN THE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA) AND THE KERNFORSCHUNGSZENTRUM KARLSRUHE GmbH (KfK) AND THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) IN THE IN-PILE CABRI AND ANNULAR CORE PULSED REACTOR (ACPR) RESEARCH PROGRAMS RELATED TO FAST REACTOR SAFETY;"

WHEREAS the Basic Agreement provides for the possibility of joint cooperative research projects among the signatory parties to the Basic Agreement, including the implementation of requests for the performance of special tests in the ACRR facility, subject to the negotiation of a special agreement; and

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 and regulations in force in the countries of the parties, the USNRC will undertake a series of four tests entitled "Equation of State (EOS) Experiments" at Sandia Laboratories, Albuquerque, in accordance with the specifications in the Appendix.

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2. PERIOD OF AGREEMENT

This Agreement shall take effect as of the latest date of signature and shall remain in force until the experimental program is completed which is estimated to be by 31 December 1981. No work shall be executed hereunder or cost incurred after the completion of the experiment program.

3. PAYMENT

(a) KfK agrees to pay the USNRC the sum of \$70,000 (seventy 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 shall 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 payment.

4. PROJECT MANAGEMENT

(a) The USNRC will appoint a project manager who will be responsible for implementing 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 work the USNRC shall furnish to KfK a technical report describing the work performed.

6. USE OF INFORMATION

The exchange and use of information developed or transmitted under this Agreement shall be in accordance with the provisions of Article IV of the Basic Agreement. A copy of Article IV is appended hereto.

7. PATENTS AND COPYRIGHT

(a) The allocation of rights to inventions arising under this Agreement shall be governed by the provisions of Article VI of the Basic Agreement. A copy of Article VI is appended hereto.

(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 KfK. Prior to the end of this Agreement the parties shall agree on procedures for the eventual publication of results.

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 third party.

9. DISPUTES

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All problems 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 8, 1980

KERNFORSCHUNGSZENTRUM
KARLSRUHE GmbH

BY Dr. Wagner
TITLE Member of the Board

DATE January 19, 1981

BY Dr. Hennies
TITLE Member of the Board

Date January 19, 1981