

## AGREEMENT

### for cooperation between the European Atomic Energy Community and the United States Department of Energy in the field of controlled thermonuclear fusion

The Department of Energy of the United States of America (hereinafter referred to as 'DOE') and the European Atomic Energy Community (hereinafter referred to as 'Euratom'), hereinafter collectively referred to as 'the Parties',

Noting the long history of collaboration between Euratom and its Member Countries, and DOE and its predecessor agencies, and wishing to maintain the tradition of close and continuing cooperation in the field of magnetic fusion energy,

Desiring to facilitate the achievement of magnetic fusion energy as a potentially environmentally acceptable, economically competitive, and virtually limitless source of energy,

Recognizing the commonality and complementarity of DOE's and Euratom's programs in magnetic fusion energy research and development,

Taking into account the accomplishments of, and opportunities for, collaboration under the International Energy Agency of the Organization for Economic Cooperation and Development,

agree as follows:

#### *Article I*

The objective of this agreement is to maintain and intensify cooperation between Euratom and DOE in the areas covered by their respective magnetic fusion programs, on the basis of equality, mutual benefit and overall reciprocity, in order to develop the scientific understanding and technological capability underlying a magnetic fusion power system.

#### *Article II*

Cooperation under this Agreement (hereinafter referred to as 'the Cooperation') shall cover the following areas:

- (a) tokamaks, including the large projects of the present generation (including the Joint European Torus and the Tokamak Fusion Test Reactor) and activities related to those of the next generation;

- (b) alternative lines to tokamaks;
- (c) the technology of magnetic confinement fusion;
- (d) plasma theory and applied plasma physics;
- (e) program policies and plans; and
- (f) other areas as mutually agreed in writing.

#### *Article III*

1. The implementation of the Cooperation may include, but is not limited to, the following activities:

- (a) exchange and provision of information and data of scientific and technical activities, developments, practices and results, and on program policies and plans;
- (b) exchange of scientists, engineers and other specialists for agreed periods of time in order to participate in experiments, analysis, design and other research and development activities at existing and new research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its associated organizations or contractors in accordance with Article X;
- (c) meetings of various forms to discuss and exchange information on scientific and technological aspects of general or specific subjects and to identify cooperative actions which may be usefully undertaken;
- (d) exchange and provision of samples, materials, instruments and components for experiments, testing and evaluation;
- (e) execution of joint studies, projects or experiments including their joint design, construction and operation; and
- (f) other areas as may be mutually agreed in writing.

2. When necessary, any specific details to implement activities listed in subparagraphs (a) through (d) of 1 above may be determined through consultations or arrangements between DOE of the first part and Euratom or an entity entitled to act on behalf of Euratom such as a national organization or organization associated with it within the framework of the Community Fusion Programme or the JET Joint Undertaking (JET) of the other part. Specific terms and conditions necessary to implement activities listed in subparagraphs (e) and (f) above shall be determined through written agreement between DOE of the first part and Euratom or an entity entitled to act on behalf of Euratom such as a national organization or organizations associated with it within the framework of the Community Fusion Programme or JET of the other Part and shall contain:

- (a) specific details, procedures and financing provisions for individual cooperative activities;

- (b) assignment of the responsibility for the operational management of the concerned activity to a single organization or operating agent; and
- (c) detailed provisions on dissemination of information and treatment of intellectual property.

3. Each Party shall coordinate its activities under this Agreement, as appropriate, with other international activities related to research and development in magnetic fusion in which the other Party is a participant, in order to minimize duplication of effort.

#### *Article IV*

1. The Parties shall establish a Coordinating Committee to coordinate and supervise the execution of activities under this Agreement. The Coordinating Committee shall consist of up to twelve members, half of whom shall be appointed by each Party. The Coordinating Committee shall meet annually, alternately in the United States and in Europe, or at other agreed times and places. Each Party shall nominate one of their appointed members as the Head of its Delegation. The Head of the Delegation of the receiving Party shall chair the meeting.

2. The Coordinating Committee shall review the progress and plans of activities under this Agreement, approve appropriate action and propose, coordinate and approve future cooperative activities that are within the scope of this Agreement with regard to technical merit and level of effort to ensure overall mutual benefit and reciprocity within the Cooperation.

3. All decisions of the Coordinating Committee shall be by unanimity. For making such decisions, each Party shall have one vote to be cast by its Head of Delegation.

4. For periods between meetings of the Coordinating Committee, each Party shall nominate an Executive Secretary to act on its behalf in all matters concerning cooperation under this Agreement. The Executive Secretaries shall be responsible for day-to-day management of the cooperation.

#### *Article V*

All costs resulting from the Cooperation shall be borne by the Party that incurs them unless otherwise specifically agreed in writing by the Parties.

#### *Article VI*

1. The Parties shall support the widest possible dissemination of information for which they have the right to disclose, either in their possession or available to them, and which is provided or exchanged under this Agree-

ment, subject to the need to protect proprietary information, to copyright restrictions, and to the provisions of Article VIII.

#### 2. Use of proprietary information

Definitions as used in this Agreement:

- (i) The term 'information' intended to be provided or exchanged under this Agreement.
- (ii) The term 'proprietary information' means information which contains trade secrets or know-how or commercial or financial information which is privileged or confidential, and may only include such 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 transmitting Party to other entities (including the receiving Party) except on the basis that is to be held in confidence; and
  - (d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

#### 3. Procedures

- (i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked by the providing Party with the following (or substantially similar) restrictive legend:

'This document contains proprietary information furnished in confidence under the Agreement between the United States Department of Energy and the European Atomic Energy Community (Euratom) of (date) and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Government of the United States and Euratom without prior approval of .....

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.'

- (ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:
  - (a) persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party; and

- (b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information ;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with the restrictive legend substantially identical to that appearing in subparagraph 3 (i) above.

- (iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations and laws.

4. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

5. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff shall be treated by the Parties according to the principles specified in this Article ; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

#### *Article VII*

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information

or its suitability for any particular use or application by either Party or by any third Party.

#### *Article VIII*

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

- (a) If made or conceived by personnel of one party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors in connection with exchanges of scientists, engineers or other specialists, the Receiving Party shall acquire all rights, title and interest in and to any such invention or discovery in all countries, subject to a non-exclusive, irrevocable, royalty-free licence in all such countries to the Assigning Party, with the right of the Assigning Party to grant sublicences under such invention or discovery and any patent application, patent or other protection relating thereto.
- (b) If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by another Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all rights, title and interest in and to such inventions or discoveries in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable licence, with the right of the other Party to grant sublicences, in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries.
- (c) With regard to exchange of samples, materials, instruments, and components for joint testing the Receiving Party shall have the same rights as the Receiving Party as set forth in paragraph (a) above, and the Assigning Party shall have the same rights as the Assigning Party as set forth in paragraph (a) above.
- (d) With regard to other specific forms of cooperation, the Parties shall provide for the appropriate distribution of rights to inventions or discoveries resulting from such cooperation, in accordance with the arrangements foreseen in Article III, paragraph 2 of this Agreement.

2. Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its inventors or authors required to carry out the provisions of this Article and Articles VI and IX. Each Party shall assume the responsibility to pay awards and compensation required to be paid to its own nationals according to its own laws.

*Article IX*

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials which constitute information' as defined in paragraph 2 (i) of Article VI, owned or controlled by a Party, that Party shall make efforts to grant to the other Party a licence to reproduce copyrighted materials.

*Article X*

With respect to the exchange of staff under the Cooperation :

1. Whenever an exchange of staff is contemplated under the Cooperation each Party shall ensure that qualified staff are selected for assignment to the other Party.
2. Each such assignment of staff shall be the subject of a separate assignment agreement between DOE or its contractors of the first part and Euratom or an entity designated to act on behalf of Euratom such as a national organization or organizations associated with it within the framework of the Community Fusion Programme or JET of the other part.
3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.
4. The sending Party shall pay for the travel and living expenses of its staff while on assignment to the receiving Party unless otherwise agreed.
5. The receiving Party shall arrange for adequate accommodations for the assigned staff and their families on a mutually agreeable reciprocal basis.
6. The receiving Party shall provide all necessary assistance to the assigned staff and their families as regards administrative formalities (travel arrangements, etc.).
7. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate assignment agreements.

*Article XI*

Both Parties agree that in the event equipment, instruments, materials or necessary spare parts (hereinafter referred to as 'the equipment, etc.') are to be exchanged, loaned or supplied by one Party to the other, the following provisions shall apply covering the shipment and use of the equipment, etc. :

1. The sending Party shall supply as soon as possible a detailed list of the equipment, etc. to be provided to-

ther with the relevant specifications and technical and informational documentation.

2. The equipment, etc. supplied by the sending Party shall remain its property and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.
3. The equipment, etc. shall be brought into operation at the host establishment only by mutual agreement between the Parties.
4. The receiving Party shall provide the necessary premises for the equipment, etc. and shall provide for electrical power, water, gas, etc., in accordance with technical requirements which shall be mutually agreed.

*Article XII*

Performance of the Parties under this Agreement is subject to the availability of appropriated funds.

*Article XIII*

Cooperation under this Agreement shall be in accordance with the laws of the respective countries and the regulations of the respective Parties.

*Article XIV*

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

*Article XV*

1. This Agreement shall enter into force upon signature, shall continue in force for ten years and may be amended or extended by written agreement of each of the Parties.
2. All activities not completed at the expiration of this Agreement may be continued until their completion under the terms of this Agreement.
3. In the event that, during the period of this Agreement, the nature of either Party's magnetic fusion program should change substantially, whether this be by substantial expansion, reduction or transformation, or by amalgamation of major elements with the magnetic fusion program of a third Party, either Party shall have the right to request revisions in the scope and terms of this Agreement.
4. This Agreement may be terminated at any time at the discretion of either Party upon six months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights that may have accrued under this Agreement to either Party up to the date of the termination.

*Article XVI*

1. This Agreement shall apply in so far as the European Atomic Energy Community is concerned, to the territories in which the Treaty establishing the European Atomic Energy Community is applied and under the conditions laid down in that Treaty.

2. In recognition of the fact that all fusion power research and development activities of the individual Member States of the European Atomic Energy Community (Euratom) are integrated and carried out jointly in the framework of the Euratom fusion program, that Euratom acts on behalf of itself and its fusion power research and development associated national organizations in the Euratom Member States, and that Sweden and Switzerland are associated with the Euratom fusion program and are

represented in the JET Joint Undertaking, the terms country or national in reference to Euratom in this Agreement shall be understood to be the Member States of Euratom, Sweden and Switzerland. Euratom affirms that all research and development activities in Sweden and Switzerland relating to magnetic fusion energy research and development are covered by Agreements for Cooperation between the European Atomic Energy Community and the Governments of Sweden (Agreement concluded in 1976) and Switzerland (Agreement concluded in 1978) in the field of controlled thermonuclear fusion and plasma physics. Furthermore, Euratom has arranged with Sweden and Switzerland to provide information and patents to the parties and others as provided by the terms and conditions of this Agreement in the same way as this Agreement applies to the associated national organizations in the Euratom Member States.

Done at Brussels, 15 December 1986.

For the Department of Energy  
for and on behalf of the Government  
of the United States of America

J. William MIDDENDORF

*Ambassador of the United States of America  
to the European Communities*

For the European  
Atomic Energy Community

Karl-Heinz NARJES

*Vice President*

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## CORRIGENDA

**Corrigendum to Commission Regulation (EEC) No 204/87 of 22 January 1987 on the sale at prices fixed at a standard rate in advance of certain beef from intervention stocks for processing in the Community, repealing Regulation (EEC) No 3563/86 and amending Regulation (EEC) No 2182/77**

*(Official Journal of the European Communities No L 22 of 24 January 1987)*

On page 14 the following indent is added to Article 1 (1):

‘— 300 tonnes of boned beef held by the Danish intervention agency and bought in before 1 August 1986.’

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**Corrigendum to Commission Regulation (EEC) No 239/87 of 27 January 1987 amending Regulation (EEC) No 3752/86 in respect of the period of validity of export licences issued under a special intervention measure for bread-making wheat in Germany**

*(Official Journal of the European Communities No L 25 of 28 January 1987)*

On page 15, Article 2:

*for:* ‘... import licences ...’,

*read:* ‘... export licences ...’.

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**Corrigendum to Council Directive 87/53/EEC of 15 December 1986 amending Directive 83/643/EEC on the facilities of physical inspections and administrative formalities in respect of the carriage of goods between Member States**

*(Official Journal of the European Communities No L 24 of 27 January 1987)*

On page 34 in Article 1 under ‘Article 5 (2)’:

*for:* ‘... at least 2 hours’ notice ...’,

*read:* ‘... at least 12 hours’ notice’.

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