

No. 18159

**UNITED STATES OF AMERICA
and
ISRAEL**

**Arrangement for the exchange of technical information and
co-operation in nuclear safety matters (with addenda).
Signed at Bethesda on 9 May 1978 and at Tel Aviv on
19 May 1978**

Authentic text: English.

Registered by the United States of America on 5 December 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
ISRAËL**

**Arrangement pour l'échange d'informations techniques et
la coopération dans le domaine de la sécurité nucléaire
(avec additif). Signé à Bethesda le 9 mai 1978 et à Tel-
Aviv le 19 mai 1978**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 5 décembre 1979.

ARRANGEMENT¹ BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE ISRAEL ATOMIC ENERGY COMMISSION (I.A.E.C.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND CO-OPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Israel Atomic Energy Commission (hereinafter called the I.A.E.C.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and collaboration in standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement of cooperation.

I. SCOPE OF THE ARRANGEMENT

I.1. *Technical Information Exchange*

The U.S.N.R.C. and the I.A.E.C. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities:

- a. Topical reports concerned with technical safety and environmental effects written by or for one of these parties as a basis for, or in support of, regulatory decisions and policies;
- b. Significant licensing actions and safety and environmental decisions affecting these facilities;
- c. Site licensing principles and problems, with specific emphasis on principles and guidelines for site safety evaluations regarding
 - (1) The proximity of capable faulting,
 - (2) The proximity of a potential earthquake focus, and
 - (3) The site response to a nearby earthquake,and principles and guidelines for using probabilities in safety evaluations of
 - (4) Seismic and tectonic events,
 - (5) Tsunamis and like phenomena, and
 - (6) Meteorological and hydrological phenomena;
- d. Detailed descriptive documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the I.A.E.C. as being similar to certain facilities being built or planned in Israel and reciprocal documents on these Israeli facilities;
- e. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water reactor safety information from the technical areas described in addenda A and B, attached hereto and made a part hereof. Each party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications;

¹ Came into force on 19 May 1978 by signature.

- f. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems;
- g. Regulatory procedures for safety, safeguards, and environmental impact evaluation of these nuclear facilities;
- h. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.

1.2. Collaboration in Development of Regulatory Standards

The U.S.N.R.C. and the I.A.E.C. further agree to cooperate in the development of regulatory standards for these nuclear facilities:

- a. Each party will inform the other of specific subjects on which regulatory standards development work is underway;
- b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

1.3. Cooperation in Safety Research and Development

The execution of joint programs and projects of safety research and development, 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 agreed upon on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

1.4. Training and Assignments

The U.S.N.R.C. will assist the I.A.E.C. in providing certain training and experience for I.A.E.C. safety personnel. Costs of salary, allowances and travel of I.A.E.C. participants will be paid by I.A.E.C. Participation will be permitted within the limitation of available resources. The following are typical of the categories of such training and experience that will be provided:

- a. I.A.E.C. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspection visits in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length);
- b. Participation by I.A.E.C. employees in U.S.N.R.C. staff training courses;
- c. Assignment of I.A.E.C. employees for 1-2 year periods within the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

1.5. Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in "Scope of the Arrangement", above, are not adequate to meet I.A.E.C. needs for technical advice, the parties will consult on the best means for fulfilling such needs. U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist I.A.E.C. in meeting the needs. For example, within these limitations, U.S.N.R.C. will

attempt to meet requests that come through the IAEA for technical assistance missions to Israel by U.S.N.R.C. safety experts.

II. ADMINISTRATION

II.1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be the main contact points for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These detailed arrangements are intended to assure, among other things, that the maximum possible exchange providing access to available information from both sides is achieved and maintained.

II.3. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, less than 250 words, describing its scope and content.

II.4. This Arrangement shall have a term of five years; it may be extended further by mutual written agreement, and terminated by either party upon ninety-day notice.

II.5. The application or use of any information exchanged or transferred between the parties under this Arrangement 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.

II.6. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.7. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and agreements. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and agreements, the parties agree to consult before any action is taken.

II.8. Information exchanged under this Arrangement shall be subject to the patent provisions in addendum C of this document.

III. EXCHANGE AND USE OF INFORMATION

III.1. *General*

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of addendum C.

III.2. *Definitions (as used in this Arrangement)*

a. The term “information” means nuclear energy-related regulatory, safety, safeguards, scientific or technical data, results, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term “proprietary information” means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. 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.

III.3. *Marking Procedures for Documentary Proprietary Information*

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

“This document contains proprietary information furnished in confidence under an Arrangement dated between the United States Nuclear Regulatory Commission and the Israel Atomic Energy Commission and shall not be disseminated outside these organizations, their consultants, contractors and licensees, and concerned departments and agencies of the Government of the United States and the Government of Israel without the prior approval of (*name of submitting 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.”

III.4. *Dissemination of Documentary Proprietary Information*

a. Proprietary information received under this Arrangement 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.

b. In addition, proprietary information may be disseminated without prior consent.

(1) 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 their contracts with the receiving party in work relating to the subject matter of the proprietary information;

- (2) 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
- (3) To the contractors of such licensed organizations for use only in work within the scope of the permit or license,

provided that any dissemination of proprietary information under (1), (2), and (3) above shall be on an as-needed, case-by-case basis and pursuant to an agreement of confidentiality.

c. With the prior written consent of the party providing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsections *a* and *b*. 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 existing national policies, regulations, laws, and agreements.

III.5. *Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature*

A party receiving under this Arrangement 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:

- a.* That the information is protected from public disclosure by the Government of the transmitting party; and
- b.* That the information is submitted under the condition that it be maintained in confidence.

III.6. *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 III.4, "Dissemination of Documentary Proprietary Information".

III.7. *Non-Documentary Proprietary or Other Confidential or Privileged Information*

Non-documentary proprietary or other confidential or privileged information obtained under this Arrangement shall be treated by the parties according to the principles specified in this Arrangement for documentary information; provided, however, that the party communicating such proprietary or other confidential or privileged information provides the same information as in paragraph III.5 above.

III.8. *Conclusion*

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

III.9. *Other*

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

SIGNED in Bethesda, Maryland, on the 9th day of May 1978.

Signed: [*Signed — Signé*]¹

On behalf of the United States Nuclear
Regulatory Commission

SIGNED in Tel Aviv, Israel, on the 19th day of May 1978.

Signed: [*Signed — Signé*]²

On behalf of the Israel Atomic Energy Commission

ADDENDUM A

U.S.N.R.C.-I.A.E.C. REACTOR SAFETY RESEARCH EXCHANGE AREAS IN WHICH THE U.S.N.R.C. IS PERFORMING LWR SAFETY RESEARCH

1. Primary Coolant System Rupture Studies.
2. Heavy Section Steel Technology Program.
3. LOFT Program.
4. Power Burst Facility—Subassembly Testing Program.
5. Separate Effects Testing—Loss of Coolant Accident Studies.
6. Loss of Coolant Accident Analyses—Analytical Model Development.
7. Design Criteria for Piping, Pumps, and Valves.
8. Alternate ECCS Studies.
9. Core Meltdown Studies.
10. Fission Product Release and Transport Studies.
11. Probabilistic Studies.
12. Zirconium Damage.
13. All computer codes applicable to the above at whatever stage of development they may be.*
14. Data from all experiments applicable to the above.*

¹ Signed by Lee V. Gossick — Signé par Lee V. Gossick.

² Signed by J. Alter — Signé par J. Alter.

* Data and computer codes will be "as is" at the time of request. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work.

ADDENDUM B

I.A.E.C.-U.S.N.R.C. SAFETY RESEARCH AREAS
IN WHICH THE I.A.E.C. IS PERFORMING RESEARCH

1. Interpretation of Historic and Instrumental Earthquake Data for Seismic Risk Evaluations in the Vicinity of Israel.
2. Seismic Patterns in the South-Eastern Mediterranean.
3. Theoretical Near-Field Ground Motions and Deformations.

ADDENDUM C

PATENT ADDENDUM FOR U.S.N.R.C.-I.A.E.C. ARRANGEMENT

1. *Definitions*

When used in this addendum, unless the context otherwise indicates:

i. The term "personnel" means: (a) the employees of the party to this Arrangement, and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. *Reporting and Allocation of Rights*

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

- (a) Agrees to promptly disclose such invention or discovery to the other party;
- (b) Agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and
- (c) May retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

- (a) Agrees to promptly disclose such invention or discovery to the other party;
- (b) May retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;
- (c) Shall grant to the other party, upon request of the other party, nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and
- (d) Agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries

subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. *Claims for Compensation*

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.
