

ATOMIC ENERGY

Cooperation

**Agreement Between the
UNITED STATES OF AMERICA
and ITALY**

Signed at Washington September 29, 2009



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

ITALY

Atomic Energy: Cooperation

*Agreement signed at Washington September 29, 2009;
Entered into force September 29, 2009.*

AGREEMENT

BETWEEN

**THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ECONOMIC DEVELOPMENT
OF THE ITALIAN REPUBLIC**

**FOR COOPERATION IN CIVILIAN NUCLEAR ENERGY RESEARCH AND
DEVELOPMENT**

The Department of Energy of the United States of America (DOE) and the Ministry of Economic Development of the Italian Republic (MISE) (hereinafter collectively the "Parties");

NOTING the Agreement between the Government of the United States of America and the Government of the Italian Republic for Scientific and Technological Cooperation of April 1, 1988, as amended and extended (the "S&T Agreement");

NOTING their mutually beneficial cooperation in the field of energy research and development;

DESIRING to facilitate joint activities of common interest in the field of advanced nuclear systems, the fuel cycle and nuclear safety, including proliferation-resistant nuclear materials and technologies; promote collaboration between United States and Italian agencies and research organizations to advance the development of nuclear energy; develop advanced concepts and scientific breakthroughs in nuclear fission and reactor technology to address and overcome the principal technical, societal, and economic obstacles to the expanded peaceful use of nuclear energy; and promote and maintain the nuclear science and engineering infrastructure of each Party's country to sustain the capabilities necessary for the development and utilization of nuclear energy;

SEEKING to advance achievement of the goals of the Agreement for Cooperation in the Peaceful Uses of Nuclear Energy between the European Atomic Energy Community and the United States of America of November 7, 1995;

NOTING the Generation IV International Forum, a framework for international cooperation in research and development for the next generation of nuclear energy systems, whose membership includes DOE and the European Atomic Energy Community (Euratom); and

NOTING FURTHER that MISE will implement this Agreement in close co-ordination with Euratom, which harmonizes participation in Generation IV International Forum activities of the European Union Member States,

Have agreed as follows:

Article 1 Objective

The objective of this Agreement is to establish a framework for collaboration between the Parties on research and development (R&D) focused on advanced technologies for improving the cost, safety, waste management, and proliferation-resistance of nuclear power systems for civil use. All cooperative activities carried out under this Agreement shall involve peaceful uses of nuclear energy, exclusively.

Article 2 Areas of Cooperation

- 2.1 The technical areas of collaboration under this Agreement may include, but are not limited to, the following:
 - 2.1.1 Next-generation reactor power plant designs with higher efficiency, lower cost, and improved safety and proliferation resistance;
 - 2.1.2 Innovative nuclear plant design, manufacturing, construction, operation, maintenance, and decommissioning technologies;
 - 2.1.3 Advanced nuclear fuels;
 - 2.1.4 Fundamental nuclear science areas;
 - 2.1.5 Advanced waste treatment, storage, and disposal technologies;
 - 2.1.6 Nuclear safety analysis, standards and criteria; and
 - 2.1.7 Such other areas as the Parties may agree to in writing.
- 2.2 Sensitive nuclear technology is specifically excluded from cooperation under this Agreement. As used herein, sensitive nuclear technology means any information, including information incorporated in equipment or an important component, that is not available to the public and is important to the design, construction, fabrication, operation or maintenance of any facility designed or used primarily for uranium enrichment, reprocessing of irradiated nuclear material, heavy water production, or fabrication of nuclear fuel containing plutonium.

Article 3
Forms of Cooperation

The forms of cooperation carried out under this Agreement may include:

- 3.1 Exchange of scientists, engineers and other specialists for agreed periods of time for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each Party, each Party's contractors or each participating institution. Such exchanges of personnel shall be conducted in accordance with Article 6 of this Agreement;
- 3.2 Exchange or loan of equipment, samples, materials, instruments and components for testing, as set forth in Articles 7 and 8;
- 3.3 Exchange, on a current basis, of unclassified scientific and technical information, and results and methods of research and development in accordance with Article 9 of this Agreement;
- 3.4 Organization of, and participation in, seminars, workshops, and other meetings on specific mutually agreed topics in the fields listed in Article 2 of this Agreement;
- 3.5 Joint projects in which the Parties agree to share the work and/or costs;
- 3.6 Such other forms of cooperation as may be mutually agreed by the Parties in writing.

Article 4
Project Annexes

- 4.1 Cooperative activities under this Agreement may be undertaken by the Parties or, as appropriate, laboratories or contractors of the Parties. Each cooperative activity that may involve the sharing of costs or that may give rise to the creation of intellectual property shall be described in writing in a Project Annex, which shall be subject to approval by the Bilateral Steering Committee (as provided for in Article 5).
- 4.2 Each Project Annex shall include detailed provisions for carrying out the specified forms of cooperation, including such matters as technical scope, work plan, exchange of business-confidential information, management, total costs, cost sharing and schedule. Each Project Annex shall be subject to and shall refer to this Agreement.

Article 5
Bilateral Steering Committee

- 5.1 The Parties hereby establish a Bilateral Steering Committee (BSC) to provide programmatic direction and oversight of the bilateral cooperative program. Each Party will appoint up to two representatives to serve on the BSC. The general duties of the BSC are to:
- 5.1.1 Establish procedures to identify, review and select joint cooperative tasks and associated schedules;
 - 5.1.2 Determine criteria and organize reviews to evaluate tasks;
 - 5.1.3 Monitor progress of all selected tasks;
 - 5.1.4 Issue periodic/annual status reports for tasks; and
 - 5.1.5 Propose to the Parties either continuation of selected tasks, programmatic modifications as appropriate, or termination of a task if warranted by lack of reasonable progress.
- 5.2 Decisions of the BSC shall be made on the basis of consensus.
- 5.3 The BSC shall meet once each year, alternately in the United States and in Italy, or at such other times and places as agreed. At its meetings, the BSC shall evaluate the status of cooperation under this Agreement. This evaluation shall include a review of the past year's activities and accomplishments and of the activities planned for the coming year. In addition, the BSC shall consider and act on any major new proposals for collaboration.

Article 6
Assignment and Exchange of Personnel

Each Party agrees to ensure that, whenever an assignment or exchange of staff is contemplated under this Agreement:

- 6.1 Each Party shall endeavor to ensure that qualified staff with skills and competence necessary to conduct the activities planned under this Agreement are selected for exchanges or assignments to the host institution. Each such exchange or assignment shall be agreed in advance by an exchange of letters between the Parties referencing this Agreement.
- 6.2 Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.

- 6.3 Each Party shall pay for the travel and living expenses of its staff or contractors while on assignment to the host Party, unless otherwise agreed in writing.
- 6.4 The host Party shall help identify adequate accommodations for the other Party's staff or contractors (and their families) on a mutually agreeable, reciprocal basis.
- 6.5 The host Party shall provide all necessary assistance to the staff of the other Party or its contractors (and their families) as regards administrative formalities, such as assistance in making travel arrangements and visa applications.
- 6.6 The staff and contractors of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment.
- 6.7 The host Party shall grant assigned staff of the other Party access to unclassified information to the extent necessary to allow the staff to perform assigned duties.

Article 7 Exchange of Equipment

By mutual agreement, a Party may provide equipment to be utilized in a joint activity. In that event, the following provisions shall apply:

- 7.1 The sending Party shall supply, as early as possible, a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical and informational documentation related to use, maintenance, and repair of the equipment.
- 7.2 Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain with the sending Party, and the equipment shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.
- 7.3 Equipment provided pursuant to this Agreement shall be brought into operation at the host establishment only by mutual agreement of the Parties.
- 7.4 The host establishment shall provide the necessary premises and shelter for the equipment; utilities such as electric power, water and gas; and normally, shall provide materials to be tested, in accordance with all technical requirements, which shall be as mutually agreed upon.
- 7.5 Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the original location in the country of the sending Party to the place of entry in the country of the receiving Party shall rest with the sending Party. If the sending Party elects to have the equipment returned, it shall be responsible for expenses, safekeeping, and insurance during the transport of the

equipment from the original point of entry in the country of the receiving Party to the final destination in the country of the sending Party.

- 7.6 Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the place of entry in the country of receiving Party to the final destination in the country of the receiving Party shall rest with the receiving Party. If the sending Party elects to have the equipment returned, the receiving Party shall be responsible for expenses, safekeeping, and insurance during the transport of the equipment from the final destination in the country of the receiving Party to the original point of entry in the country of the receiving Party.
- 7.7 Responsibility for expenses, safekeeping, and insurance during the time period that the equipment is in use in the country of the receiving Party shall rest with the receiving Party unless otherwise agreed in writing.
- 7.8 Equipment provided by the sending Party for use in carrying out joint activities shall be considered to be scientific, not having a commercial character, and the receiving Party shall work toward obtaining duty free entry.

Article 8 Samples and Materials

Unless otherwise agreed in writing, the following provisions shall apply to the transportation and use of samples and materials provided by one Party to the other Party under this Agreement:

- 8.1 All samples and materials provided by the sending Party to the receiving Party shall remain the property of the sending Party, and shall be returned to the sending Party on request.
- 8.2 Where one Party requests that the other Party provide a sample or material, the Party making the request shall bear all costs and expenses associated with the transportation of the sample or material from the location of the sending Party to the final destination.
- 8.3 Each Party shall promptly disclose to the other Party all information arising from the examination or testing of samples or materials exchanged under this Agreement. The Parties agree that business-confidential information (as defined in Section III of the Intellectual Property Annex attached as Annex I to the S&T Agreement), which was developed prior to or outside the scope of this Agreement, shall remain business-confidential even though it is contained in the results of an examination or testing of samples or materials. Such information shall be identified as business-confidential by the Party asserting its business-confidential nature as soon as possible after disclosure of all information arising from the examination or testing is made to such Party and the other Party shall be

immediately advised of that identification. All information identified as business-confidential shall be controlled as provided in Section III of Annex I to the S&T Agreement.

- 8.4 A Party providing samples or materials to the other Party may also provide a partial or complete list of the types of information that may result from the examination or testing of such samples or material and which are to be treated as business-confidential as defined in Section III of Annex I to the S&T Agreement. All such business-confidential information is to be controlled as set out in Section III of that Annex.

Article 9

Transfer of Information and Equipment

- 9.1 The Parties may exchange, as agreed on a mutually beneficial basis, scientific and technical information, documents, and results of research and development of work carried out under this Agreement. Such information shall be limited to that which the Parties have the right to disclose, either in their possession or available to them, relating to the areas of cooperation described in Article 2.
- 9.2 Seminar proceedings and reports of joint activities carried out under this Agreement shall be published as joint publications, as agreed by the Parties.
- 9.3 The Parties agree that information developed and exchanged under this Agreement should be given wide distribution. Except as provided in Section III of Annex I to the S&T Agreement, such information may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.
- 9.4 Any information transmitted by one Party to the other Party under this Agreement and any related Project Annexes shall be accurate to the best knowledge and belief of the transmitting Party. Any equipment transferred by one Party to the other Party under this Agreement shall be suitable for its intended use to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or by any third party.
- 9.5 Information developed jointly by the Parties shall be accurate, and jointly developed information shall be suitable for its intended use, to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly-developed information or the appropriateness of equipment, nor its suitability for any particular use or application by either Party or by any third party.
- 9.6 Information and equipment protected for national security reasons shall be governed by Annex II (Security Obligations) of the S&T Agreement.

Article 10
Intellectual Property; Business-Confidential Information

The protection and allocation of intellectual property and the treatment of business-confidential information created or furnished in the course of cooperative activities under this Agreement shall be governed by the provisions of Annex I (Intellectual Property) to the S&T Agreement.

Article 11
Funding

- 11.1 Unless otherwise agreed, all costs resulting from cooperation pursuant to this Agreement shall be the responsibility of the Party that incurs them.
- 11.2 Each Party shall conduct the activities provided for in this Agreement and its Project Annexes subject to its applicable laws and regulations. Activities under and pursuant to this Agreement and related Project Annexes shall be subject to the availability of appropriated funds.

Article 12
Additional Organizations

By mutual agreement, the Parties may invite other organizations in the public and private sectors to participate in cooperative activities under this Agreement, at their own expense and upon such terms as the Parties jointly decide.

Article 13
Contracts

In the event a Party awards contracts for the acquisition of articles and services to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of that Party's country.

Article 14
Dispute Resolution

Except as provided in Section II.D. of the Intellectual Property Rights Annex, any question or dispute arising under this Agreement shall be resolved by consultation between the Parties.

Article 15
Entry into Force, Duration, Amendment and Termination

- 15.1 This Agreement shall enter into force upon signature, shall remain in force for five years, and shall be automatically renewed for additional five-year periods unless terminated pursuant to Article 15.3.
- 15.2 This Agreement may be amended by written agreement of the Parties.
- 15.3 The Parties may terminate this Agreement by mutual written agreement. Either Party may terminate this Agreement at any time after providing six months written notice to the other Party.
- 15.4 Joint activities not completed upon termination of this Agreement may continue until completion under the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Washington , in duplicate, this twenty-ninth day of September, 2009.

**FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:**

**FOR THE MINISTRY OF ECONOMIC
DEVELOPMENT OF THE ITALIAN
REPUBLIC:**



Steven Chu
Secretary of Energy



Claudio Scajola
Minister of Economic Development