

# COMMISSION OF THE EUROPEAN COMMUNITIES

COM(80) 290 final

Brussels, 30th May 1980

## COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

concerning an agreement for cooperation with Canada (AECL)  
in the field of nuclear waste management to be concluded by  
the Commission pursuant to the third paragraph of  
Article 101 of the Treaty establishing  
the European Atomic Energy Community

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Article 101 of the Treaty establishing the European Atomic Energy Community

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1. The European Atomic Energy Community and Canada (AECL) are carrying out scientific programmes in the field of nuclear waste management. Cooperation in certain fields relating to nuclear waste management has been considered advisable :
  - (a) environmental assessment of nuclear waste disposal in hard rocks ;
  - (b) collection of relevant data for the purpose of system modelling ;
  - (c) such other topics of research in the field of nuclear waste management as are agreed upon by the parties in writing.

The second indirect Community action programme on "Management and Storage of Radioactive Waste 1980-84" agreed by the Council on 18 March 1980 as well as the multiannual programme of the Joint Research Centre 1980-83, agreed by the Council on 13 March 1980 cover fields which will be the object of cooperation with AECL. Certain parts of the Radioprotection programme, agreed by the Council on the 18 March 1980 also concern matters covered by Radioactive waste management.

2. At the meeting on 4 July 1979 concerning EC/Canada Cooperation, the Commission informed the Member States of its intention to conclude an agreement in these fields.  
The Mixed Committee for co-operation created as a result of the Framework Agreement for economic and commercial agreement between the European Communities and Canada was informed of the state of developments in preparing the Agreement at its meeting of the 17 December 1979.

The competent Advisory Committee on Programme Management (ACPM) expressed a favourable opinion on 2 February 1979 with regard to this cooperation with AECL.

3. The Commission is informing the Council of its intention to conclude an agreement for cooperation with Canada on the management of nuclear waste, which is attached, in accordance with the procedure laid down in the third paragraph of Article 101 of the Treaty establishing the European Atomic Energy Community.

COOPERATION AGREEMENT

BETWEEN

THE ATOMIC ENERGY OF CANADA, LIMITED

AND

THE EUROPEAN ATOMIC ENERGY COMMUNITY

IN THE FIELD OF

NUCLEAR WASTE MANAGEMENT RESEARCH

THIS AGREEMENT made in duplicate this                    day of                    , 1980

B E T W E E N :

ATOMIC ENERGY OF CANADA LIMITED,  
a body corporate established under the  
laws of Canada, having its head office  
in the City of Ottawa, Province of  
Ontario, Canada

(hereinafter referred to as "AECL")

OF THE FIRST PART

A N D :

THE EUROPEAN ATOMIC ENERGY COMMUNITY,  
acting through and represented by The  
Commission of the European Communities

(hereinafter referred to as "EURATOM")

OF THE SECOND PART

WHEREAS AECL and EURATOM recognize that they have a mutual  
interest in cooperation in the field of nuclear waste management  
information.

AND WHEREAS as a result of this recognition, AECL and EURATOM  
wish to initiate a program of cooperation in the field of nuclear waste  
management research.

NOW, THEREFORE, in consideration of the mutual covenants  
contained herein, the parties agree as follows :

ARTICLE I - INTERPRETATION

1.1 In this Agreement,

- (a) "information" means scientific or technical data, results or  
methods of research and development, and any other information  
intended to be provided or exchanged under this Agreement ;
- (b) "Joint Research Center" means the Joint Research Center of the  
Commission of the European Communities;

- (c) "Member State" means a state that is a member of the European Atomic Energy Community ;
- (d) "proprietary information" means information which contains trade secrets or other privileged or confidential commercial information, and shall only include information which
- (i) has been held in confidence by the party owning the same ;
  - (ii) is of a type which is customarily held in confidence by the party owning the same ;
  - (iii) has not been transmitted by the party owning same to any other entity except on the basis that it be held in confidence ; or
  - (iv) is not otherwise available from any other source without restriction on its further dissemination.
- (e) "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter.

1.2 The Schedule which is annexed hereto forms an integral part of this Agreement as fully and effectively as if the same were set forth at length herein.

1.3 Words in the singular include the plural and words in the plural include the singular.

## ARTICLE II - OBJECTIVES

2.1 AECL and EURATOM shall, in accordance with the terms of this Agreement and subject to the laws of Canada and of the Member States, and by the provisions of the EURATOM Treaty establish a program of cooperation in the following fields :

- (a) environmental assessment of nuclear waste disposal in hard rocks ;
- (b) collection of experimental data for system modelling, on the basis of mutual benefit and reasonable equality and reciprocity ;
- (c) such other topics of research in the field of nuclear waste management as are agreed upon by the parties in writing.

#### ARTICLE III - FORM OF COOPERATION

3.1 The program of cooperation referred to in Article II shall be carried out by one or more of the following means :

- (a) the exchange of non-published technical information in the form of reports, experimental data, computer codes and correspondence any of which may be designated by the transmitting party "not for publication" ;
- (b) oral discussions related to the exchange of information referred to in paragraph (a) ;
- (c) meetings organized for the purpose of discussing specific and agreed topics, such meetings normally to be held alternately in Canada and the Community ;
- (d) short visits by specialist teams or individuals representing one party to the facilities of the other party ;
- (e) temporary assignment of personnel of one party to the laboratories or facilities of the other party for research on specifically defined topics, each such assignment to be considered on a case-by-case basis and to be the subject of a separate attachment of staff agreement between the parties ; and

(f) the coordination of research and development activities with respect to specific topics in order to avoid unnecessary duplication.

3.2 All visits and assignments to the laboratories or facilities of a research institute of a Member State shall require the prior written consent of such institute.

#### ARTICLE IV - SCOPE OF INFORMATION EXCHANGE

4.1 AECL agrees to provide EURATOM with information relating to nuclear waste management subject to the following conditions :

- (a) the information relates to one or more of the technical areas listed in the Schedule annexed hereto ;
- (b) AECL is performing nuclear waste management research in the area to which the information relates ;
- (c) AECL has the information in its possession or has access thereto ; and
- (d) AECL has the right to disclose the information.

4.2 EURATOM agrees to provide to AECL information relating to nuclear waste management subject to the following conditions :

- (a) the information has arisen as a result of research activities defined under Article II and carried out on EURATOM behalf by the Joint Research Center, or pursuant to a contract entered by EURATOM with a research institute of a member state or both ;
- (b) the information relates to one or more of the technical areas listed in the Schedule annexed hereto ;

(c) EURATOM is performing nuclear waste management research in the area to which the information relates ;

(d) EURATOM has the information in its possession or has access thereto ; and

(e) EURATOM has the right to disclose the information.

4.3 Each party will promptly call to the attention of the other party, and transmit to it any research results arising from this agreement appearing to have significant implications for nuclear waste management.

#### ARTICLE V - ADMINISTRATION OF THE AGREEMENT

5.0 Each party will designate as Administrator a senior representative to coordinate its participation in the program of cooperation. A Review Meeting of the Administrators or their designated representatives will be held once a year alternately in Canada and in the Community to review the scope and status of the cooperation established under this Agreement and to recommend methods of improving or further developing the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance by the Administrators.

#### ARTICLE VI - COSTS

6.0 Each party shall bear its own costs in implementing the program of cooperation established by this Agreement, it being understood that each party's obligations are subject to there being available the required funds. In the event that such funds are not available to one party, the other party shall be notified immediately and the Agreement shall forthwith terminate upon receipt of such notice unless otherwise agreed to by the parties in writing.



ARTICLE VII - EXCHANGE AND USE OF INFORMATION

7.1 The parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to respect contractual commitments, to protect proprietary information, and to the provisions of Article VIII.

7.2 Provided that proprietary information is clearly identified and marked as such by the transmitting party, the party receiving such information shall respect the privileged nature thereof, and shall not disseminate such information except in accordance with clause 7.3 or with the prior written consent of the transmitting party.

7.3 A party receiving proprietary information that has been identified in the manner described in clause 7.2 may, only on the basis of the "need to know" theory, disseminate such information to :

- (a) persons who are agents, representatives or employees of such party ;
- (b) interested government departments and agencies in the country of such party or in a Member State thereof ;
- (c) contractors and sub-contractors to the receiving party who are located within the geographical limits of the country of the receiving party or a Member State thereof for use only within the framework of their contracts with the receiving party and only when such contracts relate to the subject matter of the proprietary information.

7.4 The parties shall cooperate with each other in developing procedures for requesting and obtaining the prior written consent referred to in clause 7.2, and each party shall grant such consent to the extent permitted by the laws and policies of the country, Member State or the Community to which the party providing such information is subject.

7.5 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is protected as provided herein. If at any time it becomes apparent that one of the parties will be unable to comply with the provisions of this Article, that party shall immediately inform the other party and thereafter the parties shall consult to define an appropriate course of action.

7.6 Non-documentary proprietary information provided in seminars and other meetings organized under this Agreement, and information arising from the attachments of staff shall be treated by the parties in accordance with the provisions of this Article, provided that the party communicating such proprietary information clearly notifies the other party of the privileged character of such information.

7.7 Nothing contained in this Agreement shall preclude the use or dissemination of information received by a party from a source that is not a party to this Agreement.

7.8 Information provided by one party to the other under this Agreement shall be accurate to the best knowledge and belief of the party providing it, but neither party shall be deemed to warrant the accuracy of such information nor shall either party be held liable for the consequences of any use to which such information may be put by the other party or by any third party.

#### ARTICLE VIII - PATENTS

8.1 The proprietary rights of the parties with respect to all inventions conceived, developed or first actually reduced to practice in carrying out the program of cooperation under this Agreement shall be determined as follows :

(a) if the invention is conceived, developed or first actually reduced to practice by an officer, employee or agent of or a contractor to one party (hereinafter referred to as the "Assigning Party") while such person is assigned to the other party (hereinafter referred to as the "Recipient Party") or to a contractor to the Recipient Party,

(i) the Recipient Party shall, as against the Assigning Party, acquire all right, title and interest in and to any such invention in its own country or Member States, as the case may be, and in any country not party to this Agreement, on condition that where the Recipient Party files a patent application or obtains patent protection for such invention, either in its own country or Member States, as the case may be, or in any country not party to this Agreement, it shall grant to the Assigning Party a non-exclusive, irrevocable, royalty-free unconditional license to make, have made and use and to sell or otherwise dispose of any article or thing embodying or using any such invention and a similar license to practice or cause to be practiced any such method or process, together with the right to grant sub-licenses, so as to grant to the Assigning Party only those rights as are necessary to enable the Assigning Party to employ the invention ;

(ii) the Assigning Party shall, as against the Recipient Party, acquire all right, title and interest in and to any such invention in its own country or Member States, as the case may be, on condition that where the Assigning Party files a patent application for such invention either in its own country or Member States, as the case may be, it shall grant to the Recipient Party a non-exclusive, irrevocable, royalty-free unconditional license to make, have made and use and to sell or otherwise dispose of any article or thing embodying or using

any such invention and a similar license to practice or cause to be practiced any such method or process, together with the right to grant sub-licenses, so as to grant to the Recipient party only those rights as are necessary to enable the Recipient party to employ the invention.

- (b) if the invention is conceived, developed or first actually reduced to practice by a person, other than a person referred to in paragraph (a), as a result of using information which had been communicated under this Agreement by one party or its contractors by any means whatsoever to the other party or its contractors, the party by whom such person is employed or for whom such person acts as agent or representative shall acquire all right, title, and interest in and to any such invention on condition that where such party files a patent application or obtains patent protection for such invention in any country, it shall grant to the other party a non-exclusive, irrevocable, royalty-free unconditional license to make, have made and use and to sell or otherwise dispose of any article or thing embodying or using any such invention and a similar license to practice or cause to be practiced any such method or process, together with the right to grant sub-licenses, so as to grant to the other only those rights as are necessary to enable employment of the invention.

8.2 It is mutually understood and agreed that the party in which the ownership of an invention vests by virtue of 8.1 (a) or (b) hereof shall notify the other party of its intention :

- (a) not to seek patent protection in respect of any such invention in its own country or member states, or in any country not party to this agreement ; or,
- (b) to seek limited patent protection only in its own country or member states ;

and, if requested to do so, by the other party, shall assign, in whole or in part, as applicable, the right, title and interest in and to such invention to the other party for the purpose of seeking patent protection in its own country and elsewhere. The notice required herein shall be in writing not more than 90 days after the decision is made not to seek patent protection, or 180 days before any anticipated publication regarding the invention is made, whichever period is the lesser.

8.3 Neither party shall discriminate against citizens of the country or Member States of the other party with respect to granting any license or sub-license described in clause 8.1.

#### ARTICLE IX - TERMINATION

9.0 Either party may terminate this Agreement for any reason by notifying the other party in writing of its intention to do so at least six (6) months prior to the intended date of termination.

#### ARTICLE X - EFFECTIVE DATE

10.0 This Agreement shall be effective commencing with the later of the two dates upon which it is executed and, subject to subclause 9.0, shall remain in force for a period of five (5) years from the first day of the month next following such effective date.

This Agreement has been executed by Atomic Energy of Canada Limited under its Corporate Seal affixed hereto by its duly authorized Officers in that behalf and by the European Atomic Energy Community by the duly authorized representatives of the Commission of the European Communities.

ATOMIC ENERGY OF CANADA LIMITED

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date : \_\_\_\_\_

EUROPEAN ATOMIC ENERGY COMMUNITY

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date : \_\_\_\_\_

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TECHNICAL CONTENT OF THE AGREEMENT

SCHEDULE

		Mechanical engineering Heat load Back filling problems Costs Specifications	
Environmental assessment of waste disposal in hard rocks**	A Hardrock repository design		
	B Safety analysis before closure		
	C Safety analysis after closure	Geosphere studies (deep ground studies)	Modelling of Pu and fp migrations Fractured medium's mo- delling
		Biosphere studies*** (surface studies)	Air contamination food chain (plants, animals uptake) Water contamination food chain (fish, seafood uptake)
	D Geology, hydrogeology and geophysics	Rock properties* Degree of fracturing* Water movements and dating	
	E Geochemistry	Radionuclides migration Experiments (in laboratory and in situ); Kd measurements Water chemistry and solutions equi- libria (effect of oxidation states, pH, carbonates, etc.) Buffer materials	
Collection of experimental datas for system modelling	F Development of testing techniques	For unperturbed drilling samples for ...	

\* Information to be gained through deep drilling experiments.

\*\* Radiological and non-radiological impacts (societal effect excluded).

\*\*\* Theoretical studies (codes) and experimental studies.