

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(94) 343 final
Brussels, 07.09.1994

Draft

COUNCIL DECISION

concerning the conclusion, by the Commission, of the Memorandum of Understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion.

(presented by the Commission)

EXPLANATORY MEMORANDUM

1. Directives for the Commission to conduct negotiations on a Memorandum of Understanding (the "MoU") for cooperation between the European Atomic Energy Community ("Euratom") and the Government of Canada (the "Parties") in the field of controlled nuclear fusion were adopted by the Council on 7 November 1991. The negotiations resulted in the draft MoU which is annexed to the enclosed proposal for a Council Decision concerning the conclusion by the Commission of the MoU. The Commission considers that the text of the draft MoU is fully in line with the negotiation directives.
2. The performance of the Parties under the MoU will be subject to the availability of appropriated funds.
The cooperative activities that will be carried out under the MoU will be technically and financially compatible with the objectives and the budgetary envelope foreseen for controlled thermonuclear fusion in the framework programme of Community activities in the field of research and training for the European Atomic Energy Community (1994-1998) and in the corresponding proposal for a Council Decision adopting a specific programme of research and training (1994-1998) in the field of controlled thermonuclear fusion and therefore will not have financial consequences for the Community budget.
3. The Consultative Committee for the Fusion Programme (CCFP) has been fully informed of the result of the negotiation of the MoU and encouraged at its 53rd meeting in March 1992 the possible involvement of Canada in the Euratom contribution to the ITER EDA according to the approach described under point 4. below.

4. According to the draft MoU, the cooperation activities may include the involvement in either Party's contributions to projects involving third Parties such as ITER (International Thermonuclear Experimental Reactor) subject to the consent, if required, of such third Parties. Indeed, the main intended collaboration under the MoU is the involvement of Canada in the Euratom contribution to the quadripartite ITER EDA (Engineering Design Activities) pursuant to Article 19 the ITER EDA Agreement¹ (the "EDA Agreement"). Indeed, Canada, which possesses relevant specific capabilities especially in the fields of Tritium Technology and Remote Handling and can contribute specific research results and specialized manpower to the effort for ITER, has already been involved² in the Euratom contribution to the quadripartite ITER CDA (Conceptual Design Activities)³. The involvement of Canada in the ITER EDA is anticipated to be governed by an Implementing Agreement between Euratom, represented by the Commission, and Atomic Energy of Canada Limited (AECL) which administrates the Canadian National Fusion Programme, designated as implementing agent by the Government of Canada (the "IA"). Such an IA is anticipated to be negotiated and concluded by the Commission pursuant to the third paragraph of Article 101 of the Treaty establishing the EAEC.

The conditions of Canada's involvement as elaborated on the basis of bilateral technical explorations were approved by the ITER Council at its meetings of 21-22 April 1993 and 27-28 January 1994.

The following text has been elaborated for the draft IA:

- *1. Euratom will involve Canada, through AECL, in its contribution to the EDA.
2. The Government of Canada, through AECL, has noted, and will comply with the terms of the EDA Agreement, its Annexes, Protocol 2, and the Negotiators' Shared Views⁴ (together with their attachments) accompanying Protocol 2.
3. The modalities for AECL's involvement in the process by which tasks are assigned by ITER to the Euratom Party will be agreed between the Director of the Canadian National Fusion Program, or a person designated by him, and the Director of the Euratom Fusion Programme, or a person designated by him. Subject to paragraph 2 above, the arrangements for such activities will be consistent with the provisions of the MoU.
4. AECL's involvement in the Euratom contribution to the resources that the four Parties have agreed to make available on an equal basis for the implementation of the EDA Agreement will consist of up to about \$ CAN 4 millions a year in terms of ITER tasks (design and technology R&D) and of up to about five professionals as part of the Euratom contingent to the Joint Central Team. Canada's involvement will be at no cost to Euratom and will be subject to the availability of appropriated funds.

¹ OJ n°L 244, 26.8.1992, p. 14

² OJ n°L 291, 25.10.1988, p. 75

³ OJ n°L 102, 24.4.1988, p. 31

⁴ OJ n° L 114, 5.5.1994, p. 26.

5. Without prejudice to the full applicability of Annex C to the EDA Agreement in respect of the allocation of rights, title and interests in and to intellectual property created without the participation of Canada through AECL or its personnel the following provisions shall apply.
- 5.1 If intellectual property is created by AECL or its personnel in Canada in the execution of a task assigned to the Home Team of Euratom, Canada through AECL or its personnel shall be entitled to acquire all right, title and interest in all countries in and to such intellectual property according to applicable laws and regulations, and subject to Euratom being granted licences with the right to sub-licence, on fair and reasonable terms for all purposes other than for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes. In that case, Canada through AECL shall ensure that the personnel of the Joint Central Team can freely use the protected subject matters for the execution of the tasks assigned to the Joint Central Team, and that all Parties including Euratom are granted an irrevocable, non-exclusive, royalty-free licence, with the right to sub-licence for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes.
- 5.2 If intellectual property is created by AECL or its personnel, working in the Home Team of Euratom, in the execution of a task assigned to that Home Team, Canada through AECL or its personnel shall be entitled to acquire all right, title and interest in Canada. Likewise Euratom or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, and in all third countries other than Canada. Euratom and Canada through AECL shall ensure that the personnel of the Joint Central Team can freely use the protected subject matter for the execution of the tasks assigned to the Joint Central Team, and that all Parties including Euratom are granted an irrevocable, non-exclusive, royalty-free licence, with the right to sub-licence for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes.
- 5.3 If intellectual property is created by AECL or its personnel, which is seconded by Euratom to the Joint Central Team, the ITER Director shall promptly inform the ITER Council with a recommendation on the countries where intellectual property protection should be obtained. Each Party or its personnel and Canada through AECL and its personnel, shall, however, be entitled to acquire all right, title and interest in and to intellectual property in their respective territories. The ITER Council shall decide whether and how to seek such protection in third countries other than Canada. Each Party and Canada through AECL shall ensure that the personnel of the Joint Central Team can freely use the protected subject matter for the execution of the tasks assigned to the Joint Central Team, and that all Parties including Euratom are granted an irrevocable, non-exclusive, royalty-free licence, with the right to sub-licence for research and development in controlled thermonuclear fusion as a source of energy for peaceful purposes.
- 5.4 If intellectual property is created by AECL or its personnel, which is seconded by Euratom to the Home Team of another Party (the receiving Party), subject to the relevant applicable laws:
- (i) the receiving Party or its personnel shall be entitled to acquire all right, title, and interest in and to any such intellectual property in all countries except Euratom and Canada, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;
 - (ii) Euratom or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;

- (iii) **Canada through AECL or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in Canada, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes.**

5.5 If intellectual property is created by personnel of one Party (the sending Party) which is seconded to Canada, subject to the relevant applicable laws:

- (i) **Canada through AECL or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in all countries except the sending Party and Euratom, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to each Party for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;**
- (ii) **the sending Party or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes;**
- (iii) **Euratom or its personnel shall be entitled to acquire all right, title and interest in and to any such intellectual property in its own territory, subject to a non-exclusive, irrevocable, royalty-free licence, with the right to sub-licence, to the other Parties for research and development on controlled thermonuclear fusion as a source of energy for peaceful purposes."**

5. The MoU will have to be concluded by the Commission in conformity with Article 101, second paragraph, of the Treaty establishing the EAEC.

6. The Commission proposes that the Council adopt, in application of Article 101, second paragraph, of the Treaty establishing the EAEC, the Council Decision attached hereto concerning the conclusion, by the Commission, of the Memorandum of Understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion.

Draft

COUNCIL DECISION
of

concerning the conclusion, by the Commission, of the Memorandum of Understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion.

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular the second paragraph of Article 101 thereof,

Having regard to the Framework Agreement for commercial and economic co-operation between the European Communities and Canada of 6 July 1976¹, and in particular Article III(2) thereof, which provides for technological and scientific exchanges,

Having regard to the draft Decision submitted by the Commission,

Whereas the Commission has, in accordance with the Council Directives of 7 November 1991, conducted negotiations on a Memorandum of Understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion,

Whereas the conclusion, by the Commission, of the Memorandum of Understanding should be approved;

HAS DECIDED AS FOLLOWS:

Sole Article

The conclusion, by the Commission, for and on behalf of the Community, of the Memorandum of Understanding for cooperation between the European Atomic Energy Community and the Government of Canada in the field of controlled nuclear fusion is hereby approved.

The text of the Memorandum of Understanding is annexed to this Decision.

Done at,

For the Council
The President

¹ OJ No L 260, 24.9.1976, p. 1.

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D R A F T

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATION BETWEEN
THE EUROPEAN ATOMIC ENERGY COMMUNITY AND
THE GOVERNMENT OF CANADA
IN THE FIELD OF CONTROLLED NUCLEAR FUSION**

THE EUROPEAN ATOMIC ENERGY COMMUNITY (hereinafter referred to as "Euratom"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), and **THE GOVERNMENT OF CANADA**, (collectively referred to as "the Parties")

HAVING REGARD TO the Framework Agreement for Commercial and Economic Cooperation between Canada and the European Communities of 6 July 1976 which provides in Article III.2 for technological and scientific exchanges;

DESIRING to facilitate the achievement of controlled nuclear fusion energy as an environmentally acceptable, economically competitive, and virtually limitless source of energy;

NOTING that the Euratom Fusion Programme is a broad-based programme embracing all activities undertaken in the Community in the field of controlled nuclear fusion by magnetic confinement and is implemented through Contracts of Association between Euratom and Member States, organizations in the Member States, Sweden and Switzerland, by the Joint European Torus (JET) Joint Undertaking, by the Joint Research Center, through a multilateral agreement concerning the Next European Torus (NET) and through contracts with industry; and that the Euratom Fusion Programme presents itself as a single body in its relations with other fusion programmes in the world;

NOTING that the Canadian National Fusion Programme is a focused programme concentrating on the specific strengths of fusion science and technology in Canada and is administered by Atomic Energy of Canada Limited and is implemented principally through two provincial electrical-utility-based projects - the Centre canadien de fusion magnétique (CCFM), managed by Hydro Québec and the Canadian Fusion Fuels Technology Project (CFFTP), managed by Ontario Hydro ;

NOTING that Euratom and the Government of Canada are Parties to the Agreement of Cooperation in the Peaceful Uses of Atomic Energy of 6 October 1959, as amended, and that the Amendment in the form of an exchange of letters dated 15 July 1991 governs transfers of tritium and tritium-related equipment from Canada to Euratom for the purposes of the latter's fusion programme;

RECOGNIZING that the Parties' fusion programmes are complementary and that mutual benefits have been derived from cooperation between the Parties in the field of fusion energy research and development under the Memorandum of Understanding between the European Atomic Energy Community and the Government of Canada concerning Cooperation in the Field of Fusion Research and Development, dated 6 March 1986;

DESIRING TO continue and strengthen such cooperation in the future;

HAVE REACHED THE FOLLOWING UNDERSTANDING :

ARTICLE I

The objective of this Understanding is to maintain and strengthen cooperation between the Parties, on the basis of mutual benefit and reciprocity, in the areas covered by their fusion programmes in order to develop the scientific understanding and technological capability underlying a fusion power system.

ARTICLE II

Cooperation under this Understanding may be entered upon in:

- a) Tokamaks;
- b) plasma physics;
- c) fusion technology;
- d) fusion fuels;
- e) alternative lines to Tokamaks; and
- f) other areas as mutually decided in writing.

ARTICLE III

Cooperation pursuant to this Understanding may include the following activities:

- a) exchange and provision of information and data;
- b) involvement in either Party's contributions to the fusion programmes or projects involving third parties such as ITER (International Thermonuclear Experimental Reactor), subject to the consent, if required, of such third parties;
- c) participation in studies, experiments or projects performed by either Party, and in meetings;
- d) exchange and provision of scientists, engineers and other specialists;
- e) exchange and provision of equipment, instruments, materials, fuels, and spare parts;
- f) transfers of tritium and tritium-related equipment pursuant to the above quoted Amendment of 15 July 1991 to the Agreement between the Parties on Cooperation in the Peaceful Uses of Atomic Energy of 6 October 1959;
- g) execution of joint studies, experiments or projects; and
- h) such other activities as mutually decided in writing.

ARTICLE IV

1. On the Euratom side, this Understanding will be implemented by the Commission or any entity or organization associated with Euratom within the framework of the Euratom Fusion Programme or the Joint European Torus (JET) Joint Undertaking. Such entities or organizations will be designated by Euratom. Euratom will inform the Government of Canada in writing of entities and organizations so designated.

2. On the Canadian side, this Understanding will be implemented by the entity designated by the Government of Canada. The Government of Canada will inform Euratom in writing of its designation. The entity so designated by the Government of Canada will designate in writing other entities and organizations to participate in the implementation of this Understanding.

ARTICLE V

1. Specific details and procedures to implement activities under this Understanding will, when necessary, be established, on a case by case basis, in specific implementing agreements.
2. Specific implementing agreements should, as appropriate, include provisions that deal with:
 - a) the treatment of information, industrial property and copyright;
 - b) terms and conditions for the exchange of staff;
 - c) terms and conditions for the exchange or provision of equipment, instruments, materials, fuels and spare parts;
 - d) the allocation of costs; and
 - e) applicable law.
3. Each Party will require the entities and organizations designated pursuant to Article IV, to include, where applicable,
 - a) the provisions described in Annex I for the treatment of information, industrial property and copyright, and to reflect, where applicable,

- b) the principles described in Annex II for the exchange of staff, the exchange and provision of equipment, instruments and spare parts, transfers of tritium and tritium-related equipment and the allocation of costs and industrial property rights arising from activities other than the exchange of personnel or information, in implementing agreements concluded pursuant to this Understanding.
4. Annexes I and II form an integral part of this Understanding.

ARTICLE VI

1. The Parties will establish a Coordinating Committee to coordinate and supervise the implementation of activities under this Understanding. The Committee will consist of up to eight members, half of whom will be appointed by each Party. Each Party will nominate one of its appointed members as the head of its delegation.
2. The Coordinating Committee will meet alternately in Europe and Canada, but for any given meeting, the Parties may decide to meet at another location. The head of delegation of the host Party will chair the current meeting and convene the next meeting of the Committee to take place within a two-year period on a date satisfactory to both Parties.
3. The Coordinating Committee will
 - a) review and monitor the plans and progress of activities under this Understanding;
 - b) exchange information and views on scientific and technical policy issues;
 - c) propose, coordinate and approve future activities that are within the scope of this Understanding having regard to technical merit and level of effort to ensure overall mutual benefit and reciprocity;

- d) identify areas of cooperation and activities to be pursued under Article II f), and Article III h);
- e) ensure that the effect on the environment of activities under this Understanding is assessed;
- f) execute such other duties as jointly decided.

4. All decisions of the Coordinating Committee will be taken by consensus.

ARTICLE VII

The Parties will support the widest possible dissemination of information that is exchanged or provided under this Understanding

- i) on the condition that they have the right to disclose it and that it is either in their possession or available to them, and
- ii) subject to obligations to protect industrial property and copyright and to address the issues of inventions and discoveries arising from activities under this Understanding.

ARTICLE VIII

Nothing in this Understanding will be construed to prejudice existing or future arrangements for cooperation between the Parties.

ARTICLE IX

- 1. The performance of the Parties under this Understanding will be subject to the availability of appropriated funds.

2. Cooperation under this Understanding will be in accordance with the laws, regulations and policies applicable in Canada and in Euratom and its Member States.
3. Each Party will use its best efforts, within the framework of the applicable laws, regulations and policies, to facilitate the movement of persons, the import and export of materials, fuels, and equipment and the transfer of currency which is required for the implementation of this Understanding.
4. All costs resulting from the implementation of this Understanding will be borne by the Party which incurs them unless otherwise specifically decided by the Parties. Any such decision will be expressed in writing.

ARTICLE X

1. All questions related to this Understanding arising during its duration will be settled by agreement of the Parties.
2. All disputes related to this Understanding will be settled by consultation between the Parties.

ARTICLE XI

In the event that, over the duration of this Understanding, the nature of either Party's fusion programme changes substantially, whether by expansion, reduction or transformation, or by an amalgamation of elements, with the fusion programme of a third party, either Party will have the right to request revisions in the scope and terms of the Understanding.

ARTICLE XII

1. This Understanding will enter into effect on the date of signature by both Parties. It will remain in effect for ten years unless terminated at any time at the discretion of either Party by giving to the other Party at least six months written advance notice of its intention to terminate this Understanding.

This Understanding may be amended or extended by decision of the Parties expressed in writing.

2. Any activity entered upon under this Understanding and not completed at the time of termination of this Understanding may be continued until its completion.
3. The termination of this Understanding will not affect rights that may have accrued under this Understanding to either Party up to the date of termination or rights and obligations under the implementing agreements concluded pursuant to this Understanding.

ARTICLE XIII

This Understanding will apply, insofar as Euratom is concerned, to the territories to which the Treaty establishing the European Atomic Energy Community applies and to the territories of the countries participating in the Euratom Fusion Programme as fully associated third States.

Signed, in duplicate in English and French, at _____,

_____ 1994.

For the European Atomic Energy
Community

For the Government of
Canada

ANNEX I (Article V 3 . a)

Without prejudice to the inclusion of additional terms and conditions and pursuant to ARTICLE V of the Memorandum of Understanding for Cooperation between the European Atomic Energy Community and the Government of Canada in the Field of Controlled Nuclear Fusion, the Parties will require the inclusion, as appropriate, of the following provisions in implementing agreements concluded pursuant to this Understanding.

A.1 Proprietary Information

A.1.1 Definitions

"proprietary 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 implementing agreement, such as know-how, information directly related to inventions and discoveries, technical, commercial or financial information, provided that it is appropriately marked or considered as such in accordance with subparagraph A.1.2 b) and:

- a) is not generally known or publicly available from other sources;
- b) has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- c) is not already in the possession of the receiving party without obligation concerning its confidentiality.

"document" means a record of information whether in written form or recorded on disc, tape, read-only memory (ROM) or other medium.

A.1.2 Procedures

- a) The party receiving proprietary information under this implementing agreement shall respect the confidential nature thereof.
- b) Any document which contains proprietary information shall be clearly marked by the providing party with the following (or substantially similar) restrictive provision:

"This document contains proprietary information furnished in confidence under an implementing agreement concluded pursuant to the Memorandum of Understanding for Cooperation between the European Atomic Energy Community and the Government of Canada in the Field of Controlled Nuclear Fusion (hereinafter referred to as "the MOU") dated..... and shall not be disseminated outside the Commission, the Government of Canada, entities and organizations designated by Euratom or the Government of Canada pursuant to the MOU, their contractors, and licensees without the prior written approval of [the providing party].

This notice shall be marked on any reproduction of this document, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

- c) Proprietary information received in confidence under this implementing agreement may be disseminated by the receiving party to:
 - (i) persons within or employed by the receiving party or as the case may be by Euratom or the Government of Canada, or by entities or organizations designated by Euratom or the Government of Canada pursuant to the Memorandum of Understanding for Cooperation between the European Atomic Energy Community and the Government of Canada in the Field of Controlled Nuclear Fusion;
 - (ii) contractors or subcontractors of the receiving party 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 marked with a restrictive provision substantially identical to that appearing in subparagraph A.1.2 b); and provided that the recipient thereof has agreed to respect the confidential nature of such information and agrees to disclose it no further without the prior approval of the providing party obtained by the receiving party.

- d) With the prior written consent of the party providing proprietary information under this implementing agreement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in the subparagraph A.1.2 c). Both the providing and receiving parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination.

A.1.3 If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the restrictions on dissemination in the paragraph A.1.2 , it shall immediately inform the other party . The parties shall thereafter consult to define an appropriate course of action.

A.1.4 The providing party in its relation with the receiving party does not warrant the suitability of any information transmitted for any particular use or application.

A.1.5 Each party shall treat proprietary information communicated through seminars, workshops, and other meetings, the assignment of staff, use of facilities or exchange of equipment according to the principles specified into paragraph A.1.2 provided that proprietary information communicated other than in a document shall not be subject to the limitations on disclosure unless the person communicating such information notifies the recipient in writing that the information communicated is proprietary information.

A.2 Inventions and Discoveries

A.2.1 Definitions

For the purposes of paragraph A.2.2. "country" shall mean, insofar as Euratom is concerned, the territories to which the Treaty establishing the European Atomic Energy Community applies and the territories of the countries participating in the Euratom Fusion Programme as fully associated third States.

A.2.2 With respect to any invention or discovery made or conceived in the execution of this implementing agreement, the parties shall take all necessary steps within the framework of the applicable laws and regulations with a view to realizing the following:

- a) Where the invention or discovery is made or conceived by personnel (the inventor) of one party (the assigning party) or its contractors while assigned to the other party (the receiving party) or its contractors in connection with exchanges of scientists, engineers and other specialists:
 - (i) the receiving party shall acquire all right, title and interest in and to any such invention or discovery within its country and in third countries; and
 - (ii) the assigning party or the inventor shall acquire all right, title and interest in and to any such invention or discovery within its country.
- b) In cases to which subparagraph A.2.2 a) does not apply and where the invention or discovery is made or conceived by personnel of one party or its contractor as a direct result of employing information which has been communicated to it under this implementing agreement by the other party or communicated during seminars or other joint meetings, the party or its contractor whose personnel make or conceive the invention or discovery shall acquire all right, title, and interest in and to such inventions or discoveries in all countries; such right, title and interest are subject to a grant to the other party of a royalty-free, non-exclusive, irrevocable licence (including the right of the other

party to grant sub-licences) in and to any such invention or discovery, and right associated with a patent application related to such invention or discovery and any patent or any other protection relating to such invention or discovery in all countries.

c) The party which owns the invention referred to in subparagraphs A.2.2 a) and b) shall, upon request, license such invention or discovery to the other party on reasonable terms and conditions.

A.2.3 Each party shall, without prejudice to any right of inventor under the applicable laws, take all necessary steps to provide the cooperation of its personnel required to implement the provisions of paragraph A.2.2. With respect to any invention or discovery made or conceived in the execution of this implementing agreement, each party shall assume the responsibility to pay awards or compensation required to be paid to its own employees or in accordance with applicable laws.

A.3 Copyrights

Copyrights held by the parties shall be accorded treatment consistent with the Berne Convention (as revised). As to copyrights on works provided or exchanged pursuant to this implementing agreement, owned or controlled by one party, that party shall grant to the other party a license to reproduce or translate copyrighted material.

ANNEX II (Article V 3. b)

B.1 Exchange of Staff

With respect to any exchange of scientists, engineers and other specialists under the Memorandum of Understanding for Cooperation between the European Atomic Energy Community and the Government of Canada in the Field of Controlled Nuclear Fusion and without prejudice to the application of other principles, the following principles should be applied by the parties to implementing agreements:

- a) Each party should ensure that scientists, engineers and other specialists (hereinafter referred to as "assigned staff") selected for assignment to the other party are qualified for the functions that they will exercise.
- b) The receiving party should arrange for adequate accommodation for the assigned staff and their families on a basis agreeable to both parties.
- c) The receiving party should provide all necessary assistance to the assigned staff and their families for administrative formalities (travel arrangements, etc.).
- d) Parties should ensure that assigned staff will conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in a separate assignment arrangement.

B.2 Exchange of Equipment, Instruments, Materials, Fuels and Spare Parts

In the event that equipment, instruments, materials, fuels or spare parts (all of which are hereinafter referred to as "items") are to be exchanged or provided under an implementing agreement concluded pursuant to the Memorandum of Understanding for Cooperation between the European Atomic Energy Community and the Government of Canada in the Field of Controlled Nuclear Fusion, without prejudice to the application of other principles, the following provisions should be applied by the parties to the implementing agreement:

- a) The sending party should supply, as soon as possible, a detailed list of the items it will provide together with the relevant specifications and technical and informational documentation for them.
- b) Items provided by the sending party should remain its property and should be returned to the sending party upon completion of the activity that is the subject of the implementing agreement, unless otherwise agreed by the parties.
- c) Items should be brought into operation at the host establishment only by common agreement of the parties.
- d) The receiving party should provide the necessary premises for the items and should ensure the availability of electrical power, water, gas or other requirements as decided in common by the parties.
- e) Responsibility for the outbound and return transport of the items from the sending party to their ultimate destination at the installation of the receiving party, and for their safekeeping and insurance en route, together with related expenses, should be undertaken by the sending party, unless otherwise agreed by the parties.
- f) The receiving party should notify customs authorities that the items provided by the sending party are for carrying out agreed activities of a scientific character and not of a commercial character.

Transfers of tritium and tritium-related equipment will be governed by the Amendment of 15 July 1991 to the Agreement between the Parties on Cooperation in the Peaceful Uses of Atomic Energy of 6 October 1959.

B.3 Allocation of Costs

In an implementing agreement concluded pursuant to the Memorandum of Understanding for Cooperation between the European Atomic Energy Community and the Government of Canada in the Field of Controlled Nuclear Fusion, without prejudice to the application of other principles, the following principle on the allocation of costs should be applied by the parties to the implementing agreement:

All costs arising under an implementing agreement should be borne by the party thereto that incurs them unless otherwise specifically agreed by the parties. Any such agreement should be expressed in writing.

B.4 Industrial Property Rights

The parties to the implementing agreements covering activities other than exchange of personnel or information should, prior to commencing such cooperative activities, decide on an appropriate distribution of industrial property rights relating to inventions or discoveries resulting from such activities. In so deciding, they should take into consideration their respective benefits from, contribution to and rights in relation to the activities.

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