NUCLEAR SAFETY

Arrangement Between the
UNITED STATES OF AMERICA
and LITHUANIA

Signed at Vienna
September 21, 2010

with

Addendum

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."

LITHUANIA

Nuclear Safety

Arrangement signed at Vienna
September 21, 2010;
Entered into force September 21, 2010.
With addendum.

ARRANGEMENT

BETWEEN

THE UNITED STATES
NUCLEAR REGULATORY COMMISSION
(NRC)

AND

THE LITHUANIAN
STATE NUCLEAR POWER SAFETY INSPECTORATE
(VATESI)

FOR THE EXCHANGE OF TECHNICAL INFORMATION

AND

COOPERATION IN NUCLEAR SAFETY MATTERS

September 21, 2010

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION (NRC)
AND
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FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND
COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the NRC) and the Lithuanian STATE NUCLEAR POWER SAFETY INSPECTORATE (hereinafter called the VATESI) and, the two together hereinafter referred to as the Parties;

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety, security, safeguards and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the Exchange of Technical Information and Cooperation in Nuclear Safety Matters, signed at Washington and Vilnius on April 4 and 29, 1994, and continued under the Arrangement signed at Vienna on September 22, 2000 and September 28, 2005.

Having indicated their mutual desire to continue the cooperation so established for another five years;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the VATESI and the NRC are permitted to do so under the laws and regulations of their respective countries the Parties will continue the exchange of the following types of technical information relating to the regulation of safety, security, safeguards (materials accountancy and control), waste management, and environmental impact of designated nuclear facilities and to nuclear safety research programs:

a. Topical reports concerning safety, security, safeguards, waste management, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the NRC process for licensing and regulating certain U.S. facilities designated by the VATESI as similar to certain facilities being built or planned in Lithuania and equivalent documents on such Lithuanian facilities.

d. Information in the field of confirmatory safety research, including safety information from technical areas to be further agreed by the Parties. Cooperation in these itemized research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the Parties. Each Party will transmit immediately to the other information concerning research results that in that Party opinion are important to pay early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, security, safeguards, waste management, and environmental impact evaluation of nuclear facilities.

g. Information on events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the Parties.

h. Laws and regulations (including other types regulatory documents) issued in Lithuania Republic and USA..

I.2 Cooperation in Safety Research

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 and shall be the subject of a separate agreement, as determined to be necessary by both Parties. Temporary assignments of personnel by one Party in the other Party's agency will also be considered on a case-by-case basis and will, in general, require a separate letter of agreement.

I.3 Training and Assignments

Within the limits of available resources and subject to all applicable laws and regulations and the availability of appropriated funds, the NRC will try to assist the VATESI in providing certain training and experience for VATESI safety and security personnel. Unless otherwise agreed, costs of salary, allowances, and travel of VATESI participants will be paid by the VATESI. The following are typical of the categories of such training and experience that may be provided:

a. VATESI inspector accompaniment of NRC inspectors on reactor operation and reactor construction inspection visits in the U.S., including extended briefings at NRC regional inspection offices.

b. Participation by VATESI employees in NRC staff training courses.

c. Assignment of VATESI experts for 6-12 month periods within the NRC staff to work on NRC staff duties and gain on-the-job experience.

d. Possible training assignments within the radiation control programs of interested NRC Agreement States.

I.4 Additional Safety Advice

To the extent that the documents and other information provided by the NRC as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet VATESI needs for technical advice, the Parties will consult on the best means for fulfilling such needs. The NRC will attempt, within the limitations of Article II.h., below, to assist the VATESI in meeting these needs. For example, within these limitations, the NRC will attempt to meet requests that come through the International Atomic Energy Agency (IAEA) for technical assistance missions to Lithuania by NRC safety and security experts.

II. ADMINISTRATION

a. 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. Meetings will be held at such times, as mutually agreed in writing, to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the Arrangement, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings will be agreed upon in advance in writing. Visits which take place under the Arrangement, including their schedules, will have the prior approval of the two administrators referred to in paragraph II.b.

b. An administrator will be designated by each Party to coordinate its participation in the overall exchange. The administrators will be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Parties should notify in written about any changes to the contact information within one month. The administrators will be responsible for developing the scope of the exchange of information under this Arrangement and will inform other Party what kind of information and what nuclear energy facilities, specific documents and standards they want to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators

will assure that both administrators receive copies of all transmittals. The detailed arrangements set forth in this article are to assure, among other things, that a reasonably balanced exchange of information is achieved and maintained

c. The administrators mutually will determine the number of copies to be provided of the documents exchanged, mentioned in I.1. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the Parties under this Arrangement will 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.

e. 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 will not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement will require either Party to take any action which would be inconsistent with its country's existing laws and regulations. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement.

g. Any dispute or questions between the Parties concerning the interpretation or application of this Arrangement will be settled by mutual agreement of the Parties.

h. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement will be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.

III. EXCHANGE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided, created or exchanged under this Arrangement, subject both to the requirements of each Party's national laws, regulations, and policies and the need to protect proprietary or other sensitive or privileged information, and subject to the provisions of the Intellectual Property Annex, hereby incorporated into this Arrangement.

B. Definitions

For the purposes of this Arrangement:

1. The term "information" means unclassified nuclear energy-related regulatory, safety, security, safeguards, waste management, scientific, or technical data, including information on results or methods of assessment, research, and any other knowledge provided, created or exchanged under this Arrangement.

2. The term "proprietary information" means information provided, created or exchanged under this Arrangement which in accordance with Transmitting Party national legislation contains trade secrets or other privileged or

sensitive commercial information (such that the person having the information may derive a commercial benefit from it or may have a commercial advantage over those who do not have it), and may only include information which:

(a) has been held in confidence by its owner;

(b) is of a type which is customarily held in confidence by its owner;

(c) has not been transmitted by the owner to other entities (including the Receiving Party) except on the basis that it be held in confidence;

(d) is not otherwise available to the Receiving Party from another source without restrictions on its further dissemination; and

(e) is not already in the possession of the Receiving Party.

3. The term "other sensitive or privileged information" means non-classified information, other than "proprietary information," which has been transmitted and received in confidence under this Arrangement and is protected from public disclosure under the laws and regulations or policies of the country of the Party providing the information, or is otherwise restricted by the provider.

C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement will respect the privileged nature of such information, provided that 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 September 21, 2010 between the Nuclear Regulatory Commission of the United States of America and the State Nuclear Power Safety Inspectorate of the Republic of Lithuania and will 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 State Nuclear Power Safety Inspectorate of the Republic of Lithuania without the prior approval of (name of the Transmitting Party). This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restrictions."

This restrictive legend will be respected by the Parties to this Arrangement. Proprietary information bearing this legend will not be made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the prior written consent of the Transmitting Party. Proprietary information bearing this restrictive legend will not be used by the Receiving Party or its contractors and consultants for any commercial purposes without prior written consent of the Transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, 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, provided:

a. such dissemination is made on a case-by-case basis to persons or departments and agencies having a legitimate need for the proprietary information; and

b. such proprietary information will bear the restrictive legend appearing in Section III.C. of this Arrangement.

2. Proprietary information received under this Arrangement may be disseminated without prior Consent of the Transmitting Party to contractors and consultants of the Receiving Party located within the geographical limits of that Party's nation, provided:

(a) that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the Receiving Party relating to the subject matter of the proprietary information, and will not be used by such contractors and consultants for any other private commercial purposes; and

(b) that such dissemination is made on a case-by-case basis to contractors and consultants having a legitimate need for the proprietary information and who have executed a non-disclosure agreement and

(c) that such proprietary information will bear the restrictive legend appearing in Section III.C. of this Arrangement.

3. With the prior written consent of the Party transmitting proprietary information under this Arrangement, the Receiving Party may disseminate such proprietary information more widely than otherwise permitted under the terms of this Arrangement. The Parties will endeavor to grant such approval to the extent permitted by their respective national laws, regulations, and policies, provided:

(a) that the entities receiving proprietary information under Section III.D.3 of this Arrangement, including domestic organizations permitted or licensed by the Receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear and materials radiation sources, have a legitimate need for the proprietary information and have executed an non-disclosure agreement; and

(b) that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the Receiving Party to construct or operate nuclear production or utilization facilities, will not use such proprietary information for any private commercial purposes; and

(c) that those entities receiving proprietary information under Section III.D.3. of this Arrangement that are domestic organizations permitted or licensed by the Receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this Arrangement other sensitive or privileged information will respect its confidential nature, provided such information is clearly marked so as to indicate its sensitive or privileged nature and is accompanied by a statement indicating

(1) that the information is protected from public disclosure by laws of Lithuania Republic and laws of USA.

(2) that the information is transmitted under the condition that it be maintained in confidence.

F. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other sensitive or privileged information may be disseminated in the same manner as that set forth in Section III.D, Dissemination of Documentary Proprietary Information.

G. Non-Documentary Proprietary or Other Sensitive or Privileged Information

Non-documentary proprietary or other Sensitive or privileged information provided in seminars and other meetings organized under this Arrangement, or information arising from attachments of staff, use of facilities, or joint projects, will be treated by the Parties according to the principles specified for documentary information in this Arrangement; provided, however, that the Party communicating such proprietary or other sensitive or privileged information has placed the recipient on notice as to the character of the information communicated.

H. Consultation

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 non-dissemination provisions of this Arrangement, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

I. Other

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

IV FINAL PROVISIONS

A. This Arrangement will enter into force upon signature and, subject to paragraph b. of this Article, will remain in force for a period of five years. It may be extended for a further period of time by written agreement of the Parties.

B. Either Party may terminate this Arrangement after providing the other Party written notice 180 days prior to its intended date of termination.

C. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information will remain so protected for the duration of this Arrangement and after this Arrangement is expired or terminated, unless otherwise agreed by the Parties in writing.

D. In case of reorganization of a Party, and all rights and responsibilities, assumed by this Arrangement, are to be taken over by a single entity, continuing the activities

of the Party after the reorganization, all rights and responsibilities, assumed by this Arrangement, will to be taken over by this single entity. In case of reorganization of a Party, and all rights and responsibilities, assumed by this Arrangement, are to be taken over by more than one entity, this Party about such reorganization must inform other party in reasonable term.

DONE at Vienna, Austria, on this 21st day of September 2010, in duplicate, in the English and Lithuanian languages, both texts being equally authentic.

FOR THE UNITED STATES
NUCLEAR REGULATORY COMMISSION:

Gregory Jaczko, Chairman

FOR THE LITHUANIAN STATE
NUCLEAR POWER SAFETY
INSPECTORATE:

Michail Demčenko, Acting Head of VATESI

Note: At the present time, the Treaty Office does not have the Lithuanian text of this Arrangement. If the Lithuanian text becomes available, it will be added to this publication.

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INTELLECTUAL PROPERTY ADDENDUM

Pursuant to Article III. of this Arrangement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Addendum.

I. SCOPE

1. This Addendum is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.

2. For purposes of this Arrangement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967; and may include other subject matters agreed by the Parties.

3. This Addendum addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain rights to intellectual property allocated in accordance with the Addendum by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Addendum does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

4. Disputes concerning intellectual property arising under this Arrangement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern. Arbitration disputes can not be transferred to VATESI, if such an agreement did not obtained prior consent of the founder of VATESI.

5. Termination or expiration of this Arrangement will not affect rights or obligations under this Annex.

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II. ALLOCATION OF RIGHTS

1. Each party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

2. Rights to all forms of intellectual property, other than those rights described in Section II.1., above, shall be allocated as follows:

   a. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

   b. (1) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. The Party in whose country the invention was made shall have first option to acquire all rights and interests in third countries. If research is not designated as "joint research", rights to intellectual property arising from the research will be allocated in accordance with paragraph II.2.a., above. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

      (2) Notwithstanding paragraph II.2.b. (1), above, if a type of intellectual property is available under the laws of one Party but not of the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II.2.b. (1), above.

   c. For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

III. BUSINESS CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is

furnished or created under this Arrangement, each Party and its participants will protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.