

COLLABORATION AGREEMENT

between

THE EUROPEAN (ATOMIC ENERGY) COMMUNITY

and

**THE NATIONAL AGENCY FOR REGULATION OF NUCLEAR AND
RADIOLOGICAL ACTIVITIES**

The European (Atomic Energy) Community, represented by the European Commission, represented for the purpose of signing this agreement by Prof. Dr. Th. Fanghänel, Director of the Institute for Transuranium Elements (ITU), of the Joint Research Centre (hereinafter referred to as 'JRC'), duly entitled to sign,

On the one part,

and

The National Agency for Regulation of Nuclear and Radiological Activities (NARNRA); 1, A. Russo str. MD-2068 Chisinau (Moldova) represented for the purpose of signing this agreement by Dr. Hab. A. Buzdugan, Acting Director General of the National Agency for Regulation of Nuclear and Radiological Activities, duly entitled to sign,

On the other part,

Hereafter referred to individually as 'the Party' or collectively as 'the Parties'



WHEREAS:

The National Agency for Regulation of Nuclear and Radiological Activities (NARNRA) is the central public branch body, created by the Government under the Ministry of Ecology and Natural Resources, with the status of the legal person and the necessary level of independence and competence of the Regulation Function in the country.

The Commission's Joint Research Centre's mission is to provide customer driven scientific and technical support for the conception, development implementation and monitoring of European Union policies. It functions as a reference centre for science and technology for the Union. It serves the common interests of the Member States of the European Union while being independent of special interests. Through its Institute for Transuranium Elements in Karlsruhe, Germany, the JRC conducts research in the field of nuclear materials.

The European Institute for Transuranium Elements (ITU) Karlsruhe is the primary institution in the EU performing analyses of nuclear material of unknown origin. It operates a database system of characteristic nuclear materials which is conceived as analytical tool to support material identification. ITU has the infrastructure and instrumentation for the detailed identification of nuclear materials (e.g. analysis of elemental and isotopic composition, impurities, microstructure).

Through joint efforts of NARNRA and the Commission, new approaches can be identified and developed in the area of nuclear security, thus working to the mutual benefit of both organisations in the achievement of their objectives.

The Parties have expressed their mutual desire to co-operate in the field of nuclear security and combating illicit trafficking of nuclear or other radioactive materials and are for that purpose signing the present Collaboration Agreement;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - OBJECTIVES OF THE AGREEMENT

- 1.1 The general objective of this Collaboration Agreement is to contribute more effectively to understanding and resolving scientific issues in the field of nuclear security and particularly in combating illicit trafficking of nuclear or other radioactive materials.
- 1.2 The agreement establishes the co-operation between NARNRA on the one part and ITU on the other part in joint analysis of and interchanging the data on characteristics of nuclear materials. Implementation of the measures, which are identified by the agreement, will provide the ability:
 - To provide advice for implementing a national response plan for nuclear security incidents in the Republic of Moldova;

- To exclude the Republic of Moldova as a potential origin or intended place of use of nuclear material, seized from illicit trafficking outside its borders;
- To identify or exclude the potential origins of nuclear material seized on the territory of the Republic of Moldova;
- To analyse jointly, upon request of the partner country, the seized nuclear material at ITU with the purpose of determining the origin and intended use of the material, with the support of ITU nuclear materials database.
- To compile the expertise report together with the national experts to be used for jurisdictional purpose but the latter in its home country.

1.3 In order to fully achieve the objectives of this Collaboration Agreement, the Parties will take the following actions:

ITU undertakes:

- To advice on the development and implementation of a national response to nuclear security incidents;
- To provide information on the queries issued by NARNRA by consulting the nuclear materials database available at ITU;
- To assure strict confidentiality in handling of the data provided by NARNRA;
- To assist the national experts in the compilation of the expertise report based upon the joint analysis.

NARNRA undertakes:

- To provide data on the characteristics of seized nuclear materials;
- To assure the correctness of the information transferred allowing for exclusion statements;
- To assure strict confidentiality in handling of the data received from ITU;
- To support the (inter)national organisation assuming the transport of a representative sample of the seized nuclear material for joint analysis;
- To compile the expertise report of the joint analysis.

1.4 In case of joint projects in accordance with Article 1.3, the Parties may, prior to commencing a project and on a case-by-case basis, conclude a specific written agreement detailing the specifics of the joint project and which shall in particular cover any necessary technical, legal (including the responsibilities of each Party and intellectual property rights) and financial aspects. If there is any conflict between the provisions of the Specific Agreements and this Collaboration Agreement, the provisions of the Collaboration Agreement will prevail, unless otherwise explicitly agreed in the Specific Agreement.

1.5 All details concerning scope and format of data provided by Moldovan Authorities should be worked out between the experts of NARNRA and ITU Karlsruhe.

The procedure established for information exchange and the actions under this agreement should satisfy the following general criteria:

- The nuclear materials database at ITU is applied as guidance tool in the frame of nuclear forensic analyses at ITU. Personnel involved in such analyses will use the obtained query results as internal information.
- Results of database queries will have implicit impact on final analysis report. The latter reports will be signed and can only be released by the director of ITU. The reports will not list any individual database records.
- Should any final or interim results during a nuclear forensic analysis point to a database match with a specific supplier of data, the related party will be informed immediately. The party will be asked to supply additional information allowing to exclude the potential match.
- The director of ITU takes the final decision on which statement will be included in the analysis report. Any liability on the completeness of the information in the results report is excluded.
- External queries to the ITU nuclear materials database will be treated in the same way as a request for nuclear forensic analysis. Hence the query has to follow steps 1-3, resulting in an official report. Regarding the fact that no physical sample was delivered any query result is in addition subject to the validity of the (externally obtained analytical results.

ARTICLE 2 - RESPONSIBILITIES OF PARTIES

- 2.1 Each Party will be responsible for its own personnel in relation to activities undertaken pursuant to this Agreement.
- 2.2 When it is necessary for staff members from the NARNRA or the Commission to participate for brief periods in carrying out programmes, projects or activities implemented by the other Party in accordance with the provisions of Article 1.3, the Parties shall conclude a separate agreement (following the specimen under annex A) as regards the invitation of their staff to perform work at the other Party, to address the regulation of their mutual rights and obligations, the conditions of co-operation to be provided by said staff-members, and the terms under which the Commission and the NARNRA authorise their respective staff members to participate. Staff members involved in exchange programmes or projects shall comply with the rules and working conditions of the host institution. Invitation of personnel from sub-contractors is not permitted.
- 2.3 The host Party will assist, as much as possible, in meeting the personal and professional needs of the visitor, including access to institutional facilities within the context of the regulations in force at the host site.

ARTICLE 3 - LIABILITY

- 3.1 Any loss, damage or injury of non-nuclear origin suffered by one Party in connection with the performance of this Agreement shall be borne exclusively by it. If the loss, damage or

injury is caused by a person invited by one Party, as described in Art. 2.2, the sending Party will be liable for it.

- 3.2 Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties, arising out of the performance of the Agreement.
- 3.3 Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by their respective personnel.
- 3.4 Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

ARTICLE 4 - COORDINATION OF ACTIVITIES

4.1 For the implementation of the present Collaboration Agreement, the NARNRA and the Commission will each designate one (1) person to serve as its co-ordinator with responsibility for the respective planification.

4.2 The co-ordinators for the Commission shall be:

For technical purpose:

Maria Wallenius
Tel. +49 7247 951-373
Fax +49 7247 951-99373
E-Mail maria-s.wallenius@ec.europa.eu

For administrative purpose:

Alfred Jimenez Segarra
Tel. +49 7247 951-479
Fax +49 7247 951-99479
E-Mail alfred.jimenez@ec.europa.eu

The co-ordinators for NARNRA shall be:

For technical purpose:

Ion Savciuc
Tel. +373 22 311138
Fax +373 22 311137
E-Mail: ionsavciuc@yahoo.com

For administrative purpose:

Artur Buzdugan
Tel. +373 22 311140
Fax +373 22 311137
E-Mail: artur_buzdugan@yahoo.com

4.3 All notifications and correspondence under this Agreement shall be sent to the co-ordinators.

For the Commission:

European Commission
Joint Research Centre
Institute for Transuranium Elements
P. O. Box 23 40

For the NARNRA:

The National Agency for Regulation of
Nuclear and Radiological Activities
1, A. Russo str.

- 4.4 The Parties shall communicate to each other in writing any changes with regard to the above-mentioned co-ordinators.

ARTICLE 5 - PROGRESS OF THE WORK, MEETINGS

- 5.1 The Parties shall maintain the right to check on the spot the progress of the work forming the subject matter of this Agreement and to make any observation or suggestion, which they may deem appropriate.
- 5.2 Each Party shall draw up and make available to the other Party any documents necessary to establish the progress of the work forming the subject matter of this Agreement.
- 5.3 The Parties shall attend any meeting convened by mutual agreement in order to establish the state of progress of work already completed and, where appropriate, to change the subsequent course of the work in the light of the results achieved.

ARTICLE 6 - REPORTS

- 6.1 The Parties shall consult each other to establish together the following reports for each joint project undertaken under this Agreement. In the absence of agreement thereon, each Party shall draw up separate reports.

a) Interim reports

These reports shall describe, in respect of each period specified in the specific agreement under art. 1.4 or in any of its annexes:

- the work carried out,
- the results obtained during that period,
- the work programme planned for the subsequent period.

b) Final report

This report shall describe in detail:

- the whole of the work and research carried out,
- the results obtained in performance of the specific agreement.

It shall contain a summary of the principal work carried out and results obtained.

ARTICLE 7 - FUNDS

- 7.1 All activities conducted pursuant to this Collaboration Agreement shall be subject to the availability of appropriated funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.
- 7.2 Each Party shall bear the cost of any expenditure it incurs relating to the performance of its tasks under this Agreement. There will be no transfer of money between the Parties in connection with the implementation of this Collaboration Agreement.

ARTICLE 8 - PROTECTION OF DATA, INFORMATION AND INTELLECTUAL PROPERTY

- 8.1 Each Party shall have the right to the free use of any information resulting from the activities conducted pursuant to this Agreement for their own purposes, subject to Articles 8.2 and 8.3.
- 8.2 During the term of this Agreement and for a period of five years following its termination, neither Party shall make publicly available or present any information resulting from the activities conducted pursuant to this Agreement or transmit the results of any such activities to any third party, without first obtaining the written agreement of the other Party on the manner and timing of such publication or communication. The collaboration and contribution of the other Party shall be acknowledged in the publication or communication concerned.
- 8.3 Subject to the provisions of any specific written agreement entered into under Article 1.4, the ownership of inventions, whether or not patentable, made whilst carrying out any activity under this Agreement shall belong to the Party employing the inventor. In derogation to the foregoing, the ownership of such inventions made by a person, employed by one Party, in the facilities of the other Party shall belong to the Party owning the facilities. In case of inventions made by more than one inventor having different employers, the invention shall be owned in common by the Parties. Where inventions are patentable, the patent is the owner's by right. If the owner waives his right to a patent, he must inform the other Party who will be entitled to the rights derived from the application for a patent and from the patent itself.
- 8.4 Subject to the provisions of any specific written agreement entered into under Article 1.4, the owner may exploit or have exploited, the inventions and patents referred to in paragraph 3 of the present Article. Each Party shall be entitled, for its internal, non-commercial purposes, to a free, non-exclusive, irrevocable licence on the inventions owned by the other Party obtained under this Agreement.
- 8.5 Subject to the provisions of any specific written agreement entered into under Article 1.4, in case of joint ownership, the co-owner may exploit or have exploited, the inventions and patents referred to in paragraph 3 of the present Article provided he notifies the other Party. The granting of a licence to a third party shall be opposed only if it entails the

communication of results subject to mutual agreement as provided for in paragraph 2 of the present Article. The conditions for granting these licences, especially the amount and sharing of the royalties between the Parties shall be defined by mutual agreement between them.

- 8.6 The provisions of the present Article shall remain valid after the expiry or termination of this Agreement as long as a patent protects the inventions, otherwise the provisions shall be in force for a period of 5 years from the expiry or termination of the Agreement.

ARTICLE 9 - CONFIDENTIALITY

- 9.1 The Parties undertake to keep confidential any information, document or other material communicated to them as confidential or the disclosure of which may be prejudicial to the other Party, until, or unless, the content legitimately becomes publicly available through other parties or through work or actions lawfully performed outside, and not based on activities under this Agreement, or has been made available to the disclosing Party by another party without any confidentiality restrictions.
- 9.2 Confidentiality of information exchanged in connection with this Agreement shall be maintained for a period of 5 (five) years following the expiry or termination of this Agreement.

ARTICLE 10 – SUB-CONTRACTS

- 10.1 A Party may, with the prior and express written agreement of the other Party, sub-contract the research work in whole or in part.
- 10.2 A Party sub-contracting a part of the research work shall remain bound by its obligations to the other Party under this Agreement.

ARTICLE 11 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 11.1 The Contract shall be governed by Community law, complemented, where necessary, by the national substantive law of Germany.
- 11.2 In case of any dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties hereto shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing. In that case, each Party may initiate proceedings before the Court of First Instance of the European Communities in Luxembourg.

ARTICLE 12 - ENTRY INTO FORCE AND DURATION

- 12.1 This Agreement shall enter into force on the date of its signature by the last Party and is concluded for a period of **five (5) years** from said date. This Agreement may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 12.2 Either Party may terminate this Agreement at any time upon 3 (three) months prior written notice to the other Party giving justified reasons for doing so. This shall inter alia be the case where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure and/or work programme. Activities in progress on the date of such written notice and the rights and obligations ensuing from them shall proceed to completion, unless the Parties otherwise agree in writing.
- 12.3 The Parties shall evaluate the implementation of this Agreement after it has been in force for three years. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objectives of this Agreement.

ARTICLE 13 - ANNEXES

The following annex shall form an integral part of the present Agreement:

Annex A: Agreement regarding the invitation of personnel (and its annexes).

Signed in Karlsruhe and in Chisinau
in two originals in the English language.

For the National Agency for Regulation of
Nuclear and Radiological Activities

Date: 30. JULI 2009



[Signature]
.....
Dr. Hab. A. BUZDUGAN
Acting Director General NARNRA

For the European Commission,
Joint Research Centre,
Institute for Transuranium Elements

Date: 11. AUG. 2009

[Signature]
Prof. Dr. Th. Fanghänel
Director

[Signature]
.....
Prof. Dr. Th. FANGHÄNEL
Director ITU

[Signature]
i.v. J.-P. Glantz