# **ARCHIVES HISTORIQUES DE LA COMMISSION**

COM (85) 233 **COLLECTION RELIEE DES** 

Vol. 1985/0112

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Conformément au règlement (CEE, Euratom) n° 354/83 du Conseil du 1er février 1983 concernant l'ouverture au public des archives historiques de la Communauté économique européenne et de la Communauté européenne de l'énergie atomique (JO L 43 du 15.2.1983, p. 1), tel que modifié par le règlement (CE, Euratom) n° 1700/2003 du 22 septembre 2003 (JO L 243 du 27.9.2003, p. 1), ce dossier est ouvert au public. Le cas échéant, les documents classifiés présents dans ce dossier ont été déclassifiés conformément à l'article 5 dudit règlement.

In accordance with Council Regulation (EEC, Euratom) No 354/83 of 1 February 1983 concerning the opening to the public of the historical archives of the European Economic Community and the European Atomic Energy Community (OJ L 43, 15.2.1983, p. 1), as amended by Regulation (EC, Euratom) No 1700/2003 of 22 September 2003 (OJ L 243, 27.9.2003, p. 1), this file is open to the public. Where necessary, classified documents in this file have been declassified in conformity with Article 5 of the aforementioned regulation.

In Übereinstimmung mit der Verordnung (EWG, Euratom) Nr. 354/83 des Rates vom 1. Februar 1983 über die Freigabe der historischen Archive der Europäischen Wirtschaftsgemeinschaft und der Europäischen Atomgemeinschaft (ABI. L 43 vom 15.2.1983, S. 1), geändert durch die Verordnung (EG, Euratom) Nr. 1700/2003 vom 22. September 2003 (ABI. L 243 vom 27.9.2003, S. 1), ist diese Datei der Öffentlichkeit zugänglich. Soweit erforderlich, wurden die Verschlusssachen in dieser Datei in Übereinstimmung mit Artikel 5 der genannten Verordnung freigegeben.

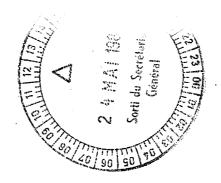
# COMMISSION OF THE EUROPEAN COMMUNITIES

COM(85) 233 final

Brussels, 23 May 1985

# COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

concerning an agreement between the European Atomic Energy Community represented by the Commission of the European Communities and thirty other bodies for the regulation of the European Reliability Data Bank Association (EuReDatA)



COM(85) 233 final

COM/15/235

# COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

Concerning an agreement between the European Atomic Energy Community represented by the Commission of the European Communities and thirty other bodies\* for the regulation of the European Reliability Data Bank Association (EuReDatA).

- 1. The Joint Research Centre is carrying out a research and development project in the field of reliability and risk evaluation as part of the Reactor Safety Programme approved by the Council (Council decision 22.12.1983 0.J. L 3/21 5.1.1984). One of the primary aims of this project is to make "probabilistic risk assessment (PRA)" methods more easily interchangeable and to establish a set of harmonized procedures. The above Association has a considerable role in this regard and in the diffusion of knowledge and experience of this field in Europe.
- 2. The EuReDatA will facilitate and harmonize the development and operation of reliability data banks in Europe. In particular the Association will promote reliability data exchange between the Parties; establish a forum for the exchange of reliability data bank operating experience; encourage the adoption of compatible standards and definitions for reliability data; and set up agreed methods for data authentication and validation. It should be noted that this Association will enhance the value of the Joint Research Centre's R&D programme in this field.
- 3. The Commission informs the Council of its intention to conclude the attached agreement under the provisions of article 101 paragraph 3 of the treaty of the European Atomic Energy Community.

<sup>\*</sup> See Annex

#### Parties to the EuReDatA Agreement

## **EURATOM**

and

THE ALFA-LAVAL AB

THE BP INTERNATIONAL LTD.

THE BRITISH NUCLEAR FUELS PLC (BNFL)

THE CENTRE NATIONAL D'ETUDES DE TELECOMMUNICATIONS (CNET)

THE DET NORSKE VERITAS (DNV)

THE ELECTRICITE DE FRANCE (EDF)

THE ENEA-COMITATO NAZIONALE PER LA RICERCA E LO SVILUPPO DELL'ENERGIA NUCLEARE E DELLE ENERGIE ALTERNATIVE

THE ENTE NAZIONALE IDROCARBURI (ENI)

THE L.M. ERICSSON - TELEFONAKTIEBOLAGET

THE EUROPEAN SPACE AGENCY (ESA)

THE ISTITUTO DONEGANI S.P.A. MONTEDISON

THE ISTITUTO ELETTROTECNICO NAZIONALE GALILEO FERRARIS (IEN)

THE ITALTEL, SOCIETA' ITALIANA TELECOMUNICAZIONI S.P.A.

THE KEMAKTA KONSULT AB

THE MOTOR COLUMBUS CONSULTING ENGINEERS INC.

THE NEDERLANDSE CENTRALE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK (TNO)

THE NORSK HYDRO A.S.

THE NORWEGIAN WATER RESOURCES AND ELECTRICITY BOARD (NVE)

THE NUKEM GMBH

THE A.L. SMITH, RELIABILITY CONSULTANT

THE STATENS VATTENFALLSVERK

THE SWISS FEDERAL INSTITUTE FOR REACTOR RESEARCH

THE TECHNICAL RESEARCH CENTRE OF FINLAND (VTT)

THE TECSA RISK AND RELIABILITY S.R.L.

THE R.M. CONSULTANTS LTD.

THE TOTAL COMPAGNIE FRANÇAISE DES PETROLES

THE UNITED KINGDOM ATOMIC ENERGY AUTHORITY (UKAEA)

THE ARNE ULLMAN AB

THE UNIVERSITY OF BRADFORD

THE VOLVO CAR CORPORATION

# **BETWEEN**

# THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM)

THE ALFA - LAVAL AB

THE BP INTERNATIONAL LTD.

THE BRITISH NUCLEAR FUELS PLC (BNFL)

THE CENTRE NATIONAL D'ETUDES DE TELECOMMUNICATIONS (CNET)

THE DET NORSKE VERITAS (DNV)

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THE R.M. CONSULTANTS LTD

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THE ARNE ULLMAN AB

THE UNIVERSITY OF BRADFORD

THE VOLVO CAR CORPORATION

for the regulation of the European Reliability Data Bank Association (EuReDatA).

The European Atomic Energy Community (EURATOM), hereinafter referred to as "the Community", represented by the Commission of the European Communities, hereinafter referred to as "the Commission", represented for the purpose of signing this Agreement by Mr. George R. BISHOP, Director of the Ispra Establishment of the Joint Research Centre,

The ALFA - LAVAL AB, with Head Office in S-14700 Tumba, P.O. Box 500, represented by

The BP International Ltd., with Head Office in London, represented by

The British Nuclear Fuels Plc (BNFL), with Head Office in Risley Warrington, represented by

The Centre National d'Etudes de Télécommunications (CNET), with Head Office in 92131 Issy les Moulineaux, 38-40 rue du Général Le Clerc represented by

The Det Norske Veritas (DNV), with Head Office in 1322 Høvik, Oslo, P.O. Box 300, represented by

The Electricité de France (EdF), with Head Office in Paris, represented by

The ENEA - Comitato Nazionale per la Ricerca e per lo Sviluppo dell'Energia Nucleare e delle Energie Alternative, with Head Office in Roma, Viale Regina Margherita 125, represented by

The Ente Nazionale Idrocarburi (ENI), with Head Office in Roma, represented by

The L.M. Ericsson Telefonaktiebolaget, with Head Office in Molndan, represented by

The European Space Agency (ESA), created by the convention of 30 May 1975, represented by Mr. T. HOWELL, Head of the ESA Establishment in Italy, ESRIN,

The Istituto Donegani S.p.A. Montedison, with Head Office in 28100 Novara, represented by

The Istituto Elettrotecnico Nazionale Galileo Ferraris (IEN), with Head Office in 10135 Torino, Corso M. D'Azeglio 42, represented by Mr. Ezio ALBERTON, Commissario Straordinario,

The Italtel, Società Italiana Telecomunicazioni S.p.A., with Head Office in 20149 Milano, Piazzale Zavattari 12, represented by

The Kemakta Konsult AB, with Head Office in Stockholm, Luntmakargatan 94, represented by

The Motor Columbus Consulting Engineers Inc., with Head Office in Baden, represented by

The Nederlandse Centrale Organisatic voor Toegepast Natuurwetenschappelij Onderzoek (TNO), with Head Office in Apeldoorn, Laan van Westenenk 501, represented by

The Norsk Hydro A.S., with Head Office in Oslo 2, Bygdøy Allé 2, represented by

The Norwegian Water Resources and Electricity Board (NVE), State Power System, with Head Office in Oslo, P.O. Box 5091, represented by

The Nukem GmbH, with Head Office in D-6450 Hanau 11, P.O. Box 110080, represented by Mr. H.A. PIRK, Director,

The Alrick L. Smith, Reliability Consultant, with Head Office in Baden, P.O. Box 1540, represented by Mr. Alrick L. SMITH,

The Statens Vattenfallsverk, with Head Office in Vällingby, Jämtlandsgatan 99, represented by

The Swiss Federal Institute for Reactor Research, with Head Office in CH-5303 Würenlingen, represented by

The Technical Research Centre of Finland (VTT), with Head Office in Espoo, represented by Mr. H. PERHONEN,

The Tecsa Risk and Reliability S.r.L., with Head Office in 24040 Levate (Bg), Via Caravaggi, represented by Mr. Carlo FIORENTINI, General Manager,

The Total Compagnie Française des Petroles, with Head Office in Paris, represented by Mr. A. BRUN, Director of the Production Division,

The R.M. Consultants Ltd., with Head Office in 23 Harwell Road, Sutton Courtenay, N.R. Abingdon, Oxon, OX14 4EN, represented by Mr. R. MOSS,

The United Kingdom Atomic Energy Authority (UKAEA), with Head Office in represented by

The Arne Ullman AB, with Head Office in Saltsjöbaden, represented by Mr. A. ULLMAN,

The University of Bradford, with Head Office in BD7 1DF Bradford, represented by Mr. A.Z. KELLER,

The Volvo Car Corporation, with Head Office in Göteborg, represented by

Such 31 (thirty one) parties being hereinafter called "the Parties to the Agreement" or briefly "the Parties",

CONSIDERING that the Parties to the Agreement are operating or planning to build and operate a reliability data bank;

CONSIDERING that it is advantageous for the Parties to the Agreement to harmonise their research and development work in the above mentioned field, to provide the adoption of compatible standards, to exchange the knowledge and experience acquired in the operation of reliability data banks;

CONSIDERING that the Council of the European Communities has agreed on a Research and Training Programme in the field of development and application of reliability data banks in which provision is made for collaborations (\*);

#### HAVE AGREED AS FOLLOWS:

# ARTICLE 1 - Name, Members

The Parties to the Agreement agree to modify the organization of the European Reliability Data Bank Association (EuReDatA) hereafter referred to as "the Association", as set out hereinafter.

The number of Members of the Association may be increased by the accession of other parties in accordance with Articles 13 and 14.

# ARTICLE 2 - Purpose of the Association

- 2.1 The purpose of the Association is to facilitate and to harmonise the development and operation of reliability data banks. In particular:
  - a) to promote reliability data exchange between the Parties
  - b) to establish a forum for the exchange of reliability data bank operating experience
  - c) to encourage the adoption of compatible standards and definitions for reliability data
  - d) to set up agreed methods for data authentication and validation.
- Reliability data exchange between the various Parties to the Agreement may be the object of special arrangements the details of which, and particularly the liability for costs shall be separately agreed, in each individual case, by the interested Parties.

<sup>(\*)</sup> see Council decision of 22.12.1983 (0.J. nº L3 of 5.1.1984)

# ARTICLE 3 - Organization

The organization of the Association is as follows:

- Assembly
- Executive Committee
- Project Groups
- General Secretary

# ARTICLE 4 - Assembly

# 4.1 COMPOSITION

Each Party to the Agreement nominates one representative to the Assembly (Member of the Assembly).

The nominated representative may designate a Deputy from the same Party to the Agreement to substitute him in the Assembly. The Deputy shall have the same rights as the Member.

# 4.2 RIGHT OF VOTE

- a) Each Member of the Assembly shall have one vote. A Member of the Assembly may delegate his vote to another Member of the Assembly. The General Secretary shall be informed in writing of any such delegation. One Member shall not be allowed to accept more than one delegation.
- b) Except where stated otherwise in this Agreement, acts of the Assembly shall require for their adoption at least the majority of the votes of the Members of the Assembly, provided not less than fifty percent of the Members are represented (quorum). In case of equal votes the vote of the Chairman of the Assembly shall be decisive.

#### 4.3 FUNCTIONS

- a) The Assembly shall have the responsibility for the management of the Association.

  It shall take the basic decisions for implementing the Association and
  - shall report to the Parties.
- b) In particular, the Assembly shall
  - encourage the execution of such investigations by setting up Project
  - resolve problems arising from such joint activities

identify topics requiring investigation

- organise technical and scientific symposia which may be open to the public
- submit the minutes of each meeting of the Assembly to the Parties.

#### 4.4 MEETINGS

The Assembly shall meet at least twice a year.

Extraordinary meetings shall be convened either at the request of one third of the Members of the Assembly or at the request of its Chairman.

# 4.5 CHAIRMAN

The Assembly shall elect its Chairman from amongst its Members.

This election shall require the majority of the votes of the Members of the Assembly.

The Chairman shall hold office for two years provided his/her Organization continues to belong to a Party to the Agreement. Should the Chairman be unable to perform his function, the Chairmanship is transferred to the preceding Chairman for the period of time required.

The Chairman of the Assembly of the first period of existence of the Association (1.3.80 - 31.12.81) shall be Honorary Chairman of the Assembly during the period of validity of this Agreement. He has the right to attend all meetings of the Assembly, of the Executive Committee and of the Project Groups.

# 4.6 EXPERTS

Each Party to the Agreement may nominate up to two experts to attend the meetings of the Assembly in an advisory capacity without a right to vote.

### 4.7 RULES OF PROCEDURE

The Assembly shall adopt its rules of procedure.

## ARTICLE 5 - Executive Committee

#### 5.1 COMPOSITION

Members of the Executive Committee shall be:

- a) the Chairman of the Assembly
- b) the preceding Chairman of the Assembly, as long as his/her Organization belongs to a party to the Agreement. Otherwise a fourth Member of the Assembly shall be nominated in accordance with the provisions of Article 5.1 d)
- c) the General Secretary of the Association
- d) three Members of the Assembly which will be nominated every two years by the Assembly. At the same time the Assembly shall nominate one Deputy for each of these Members. The Deputy shall replace the Member in the case of absence. Not more than one Member shall come from the same Party to the Agreement.

The composition of the Executive Committee shall strike a reasonable balance between the desire to achieve an even distribution of nationalities to be represented and the need to give the Assembly the widest possible authority in the matter of nominating Members in the interests of efficient management.

# 5.2 RIGHT OF VOTE

- a) Each Member of the Executive Committee shall have one vote.
- b) For their adoption, acts of the Executive Committee shall require at least the majority of the votes of the Members of the Executive Committee present. Four Members present shall constitute a quorum. In case of equal votes the vote of the Chairman of the Executive Committe shall be decisive.

# 5.3 FUNCTIONS

- a) The Executive Committee shall
  - assist the Assembly in the preparation of its decisions
  - report to the Assembly
  - undertake any other tasks which the Assembly may entrust to it.
- b) The Executive Committee shall in particular
  - coordinate the Project Group activities
  - suggest to the Assembly the setting up of new project groups
  - investigate and report on new membership applications so that informed recommendations can be made to the Assembly
  - consider policies and prepare alternative courses of action for decision by the Assembly
  - support the Chairman of the Assembly by visiting the Members in the various countries and to ensure that EuReDatA information receive reasonable exposure in the various national and international forums
  - approve external publications of the Association.

# 5.4 MEETINGS

The Executive Committee shall meet at least four times a year, twice in conjunction with the Assembly meeting and twice in the intervening period between the Assembly meetings. Extraordinary meetings shall be convened either at the request of at least half of the Members of the Executive Committee or at the request of its Chairman.

## 5.5 CHAIRMAN

Chairman of the Executive Committee shall be the Chairman of the Assembly.

# 5.6 EXPERTS

The Executive Committee may call upon experts to attend its meetings for specific issues.

# 5.7 RULES OF PROCEDURE

Subject to approval of the Assembly, the Executive Committee shall draw up its rules of procedure.

# ARTICLE 6 - Project Groups

# 6.1 FUNCTION

The Assembly may set up Project Groups for the discussion or execution of specific tasks or programmes of interest for the objectives of the Association. The terms of reference and the work programme of each Project Group shall be defined by the Assembly.

#### 6.2 MEMBERS

Project Groups shall be staffed as required to achieve the objectives of the Project Group.

Members of the Assembly shall propose participants to the Project Groups. Proposed participants shall become Members of a Project Group upon nomination by the Assembly.

Project Group Member can be nominated:

- a) employees of a Party
- b) staff not employed by a Party
- c) organizations or undertakings other than the Parties which are considered to be able to bring valid contribution to the Project Groups.

# 6.3 PROJECT GROUP LEADER

The Assembly shall appoint a Leader for each Project Group. The Project Group Leaders shall report to the Executive Committee.

## **6.4 PROJECT REPORTS**

The Project Group Leader shall draw up reports which shall describe, for each period specified in the work programme, the work and research carried out, the results obtained, and the possible repercussions of the results on future work.

The Project Group Leader shall send the reports in the number of copies specified in the work programme to the General Secretary of the Association who shall transmit them to the Executive Committee.

The title of the reports shall state that the report has been derived from this Agreement.

# ARTICLE 7 - General Secretary

- 7.1 The General Secretary of the Association shall be nominated by the Commission and appointed by the Assembly. Such appointment shall require the majority of the votes of the Members of the Assembly.
- 7.2 The function of the General Secretary is to ensure the satisfactory running of the Association by supporting and servicing the various bodies of the Association.

The details of his function shall be defined by the Assembly by the majority of the votes of the Members of the Assembly.

7.3 The General Secretary shall be assisted by a Secretariate. The General Secretary shall normally be resident at the Ispra Establishment of the Joint Research Centre (JRC) of the Commission of the European Communities.

# ARTICLE 8 - Information rights

- 8.1 The Assembly defines the type of distribution to be given to the reports drawn up by the Project Groups in accordance with Article 6.4, insofar as this is not contrary to the rights and obligations of one of the other Parties.
- 8.2 Each Party to the Agreement may use and disseminate the information obtained by the Association or by a Party to it during the execution of this Agreement insofar as this is not contrary to the rights and obligations of one of the other Parties.

# ARTICLE 9 - Period of validity

9.1 This Agreement shall become effective on 1.5.1984 and shall terminate on 31.12.1987.

It can be extended by agreement between the Parties.

9.2 Subject to three months prior notice being given to the Assembly through the General Secretary by registered letter, each Party to this Agreement may terminate its participation in the Agreement at any time without prejudice to any liabilities or obligations incurred before the date when such termination takes effect.

# ARTICLE 10 - Responsibility for costs

- 10.1 Each Party to the Agreement shall be liable for its own costs arising out of the execution of this Agreement and out of its own programme.
- 10.2 To facilitate the execution of symposia, meetings or similar manifestations, the Community or other Parties to the Agreement may advance expenses which shall be reimbursed by the collection of participation fees, or by way of precepts by the Parties according to an expenses reparation break down unanimously agreed by the Assembly.

The financial supervision of such ventures shall be the responsibility of a sub-committee appointed by the Assembly, to whom adequate account shall be made.

10.3 The Commission shall bear the costs of the services of the General Secretary and the Secretariat.

# ARTICLE 11 - Liability

Any problems arising concerning liability shall be dealt with under the law of the country in which the event has occurred which has given raise to such problem.

# ARTICLE 12 - Competent Court and applicable law

- 12.1 The Court of Justice of the European Communities shall be the competent court for all disputes arising out of this Agreement.
- 12.2 This Agreement shall be governed by Belgian law, except as set forth in Article 11 of this Agreement.

# **ARTICLE 13 - Accession by other Parties**

13.1 Applications for accession shall be addressed to the Assembly through the General Secretary of the Association.

The application shall state that the applicant is prepared to assume the rights and obligations laid down in this Agreement as from the date of accession to the Agreement.

- 13.2 The Assembly may by unanimous decision agree to the accession to this Agreement by the applicant provided that he fulfills the requirements for membership as laid down in Article 14.
- 13.3 The Chairman of the Assembly shall inform the applicant of the decision of the Assembly by letter through the General Secretary.

The accession shall become effective on receipt of this letter by the applicant and upon signature of a declaration by the applicant according to which he accepts the rights and obligations laid down in this Agreement.

#### ARTICLE 14 - Membership

14.1 A member of EuReDatA can be any European organization, private, governmental or other, operating or planning to build and operate a reliability data bank.

#### 14.2 Each Member commits itself

- to promote the objectives of the association and in doing so adopt agreed definitions and procedures aimed at the exchange of reliability information and experience
- to demonstrate to fulfil the conditions of Article 14.1, and that he has the capability to fulfil the commitments as mentioned above.

14.3 Exceptionally and on special reasons therefore, organizations not fulfilling conditions referred to in 14.1 may have access to the Agreement subject to the unanimous agreement of the Assembly. The procedures of accession are otherwise the same as in Article 13.

# ARTICLE 15 - Exclusion of a Party

- 15.1 If a Party does not meet with its obligations as laid down in Articles 8, 10, 11, 14, it can be excluded from the Association by unanimous decision of the other Members of the Assembly.
- 15.2 The Chairman of the Assembly shall inform that Party of the decision by letter through the General Secretary.

  Unless otherwise agreed, the exclusion shall become effective the day after the receipt of this letter by that Party.

# ARTICLE 16 - Amendments or additions to the Agreement

The provisions of the Agreement may be amended or supplemented only by means of a supplementary Agreement duly signed by all the Parties to the Agreement.

Done at Ispra,
in 31 originals in the English
language

FOR THE EUROPEAN ATOMIC ENERGY COMMUNITY REPRESENTED BY THE COMMISSION

George R. BISHOP

1.

FOR THE ALFA - LAVAL AB

AGREEMENT Nº 2305-84-02 DN ISP PC	
FOR THE BP INTERNATIONAL LTD.	
FOR THE BRITISH NUCLEAR FUEL PLC (BNFL)	
FOR THE CENTRE NATIONAL D'ETUDES DE TELECOMMUNICATIONS (CNET)	) \
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FOR THE EUROPEAN SPACE AGENCY

T. HOWELL

Head of the ESA Establishment in Italy, ESRIN

FOR THE ISTITUTO DONEGANI S.P.A. MONTEDISON

Ezio ALBERTON

Commissario Straordinario

FOR THE ISTITUTO ELETTROTECNICO NAZIONALE GALILEO FERRARIS (IEN)

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FOR THE ITALTEL, SOCIETA' ITALIANA DI TELECOMUNICAZIONI SPA.

FOR THE KEMAKTA KONSULT AB

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FOR THE NUKEM GMBH		
H.A. PIRK Director		
FOR THE ALRICK L. SMITH		
A. L. SMITH		
FOR THE STATENS VATTENFALLSVERK		
FOR THE SWISS FEDERAL INSTITUTE FOR	R REACTOR RESEARCH	

FOR THE TECHNICAL RESEARCH CENTRE OF FINLAND, VTT

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FOR THE TECSA RISK AND RELIABILITY S.R.L.

C. FIORENTINI

General Manager

FOR THE TOTAL COMPAGNIE FRANCAISE DES PETROLES

A. BRUN

Director of the Production Division

FOR THE R.M. CONSULTANTS LTD

R. MOSS

FOR THE UNITED KINGDOM ATOMIC ENERGY AUTHORITY (UKAEA)

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FOR THE VOLVO CAR CORPORATION