

# ARCHIVES HISTORIQUES DE LA COMMISSION

COLLECTION RELIEE DES  
DOCUMENTS "COM"

COM (85) 598

Vol. 1985/0216

Historical Archives of the European Commission

### ***Disclaimer***

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 (ABl. L 43 vom 15.2.1983, S. 1), geändert durch die Verordnung (EG, Euratom) Nr. 1700/2003 vom 22. September 2003 (ABl. L 243 vom 27.9.2003, S. 1), ist diese Datei der Öffentlichkeit zugänglich. Soweit erforderlich, wurden die Verschlussachen in dieser Datei in Übereinstimmung mit Artikel 5 der genannten Verordnung freigegeben.

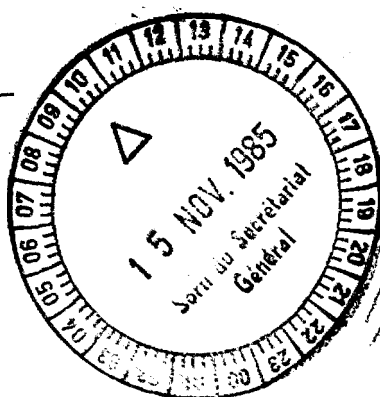
# COMMISSION OF THE EUROPEAN COMMUNITIES

COM(85) 598 final

Brussels, 6 November 1985

## COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

Concerning an R&D cooperation agreement in the field of radioactive waste management with the Swedish Nuclear Fuel and Waste Management Company - SKB - (Sweden), to be concluded by the Commission in pursuance of the third paragraph of Article 101 of the Treaty establishing the European Atomic Energy Community



COM(85) 598 final

COMMUNICATION TO THE COUNCIL

---

Concerning an R&D cooperation agreement in the field of radioactive waste management with the Swedish Nuclear Fuel and Waste Management Company - SKB - (Sweden), to be concluded by the Commission in pursuance of the third paragraph of Article 101 of the Treaty establishing the European Atomic Energy Community.

---

1. The European Atomic Energy Community and the Swedish company SKB both have scientific R&D programmes in the field of radioactive waste management. It was considered of mutual benefit to cooperate in certain areas common to both programmes :
  - the characterization of waste forms;
  - the disposal of high-level waste in crystalline geological formations;
  - other research topics in the field of radioactive waste management, to be agreed on in writing by the parties concerned.
2. The Management and Coordination Advisory Committee (CGC) has delivered a favourable opinion on the principle of such cooperation with SKB. This cooperation is also in line with the implementation of the framework agreement on scientific and technical cooperation between the European Economic Community, the European Atomic Energy Community and the Kingdom of Sweden.
3. The Commission informs the Council of its intention of concluding with SKB the attached cooperation agreement on radioactive waste management, in accordance with the procedure laid down in the third paragraph of Article 101 of the Treaty establishing the European Atomic Energy Community, a procedure that has already been applied in the conclusion of similar agreements with other bodies in non-member countries (Canada, United States, Switzerland).

R AND D COOPERATION AGREEMENT IN  
THE FIELD OF RADIOACTIVE WASTE MANAGEMENT

BETWEEN

SWEDISH NUCLEAR FUEL AND  
WASTE MANAGEMENT COMPANY, SKB

AND

THE EUROPEAN ATOMIC ENERGY COMMUNITY

---

THE SWEDISH NUCLEAR FUEL AND WASTE MANAGEMENT COMPANY, SKB

OF THE FIRST PART

AND

THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM)

acting through and represented by the Commission of the European Communities

OF THE SECOND PART

hereinafter referred to as "the Parties",

HAVING REGARD to the framework agreement on scientific and technical cooperation between the European Economic Community, the European Atomic Energy Community and the Kingdom of Sweden of ...,

WHEREAS SKB and EURATOM recognize that they have a mutual interest in cooperation in the field of nuclear waste management,

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

have agreed as follows :

## ARTICLE I - DEFINITION

### 1.1. In this Agreement,

- (a) "Information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement;
- (b) "Joint Research Centre" means the Joint Research Centre of the Commission of the European Communities;
- (c) "Member State" means a state that is a member of the European Atomic Energy Community;
- (d) "Proprietary information" means information which contains trade secrets or other privileged or confidential commercial information, and shall only include information which
  - (i) has been held in confidence by the Party owning the same;
  - (ii) is of a type which is customarily held in confidence by the Party owning the same;
  - (iii) has not been transmitted by the Party owning the same to any other entity except on the basis that it be held in confidence; or
  - (iv) is not otherwise available from any other source without restriction on its further dissemination.
- (e) "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter.

1.2. The annex which is attached herewith forms an integral part of this Agreement.

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

## ARTICLE II - OBJECTIVES

2.1. SKB and EURATOM shall, in accordance with the terms of this Agreement, engage in specific cooperative arrangements, the objectives of which are to establish for the mutual benefit of the Parties, a reasonably balanced exchange of information on research in the field of radioactive waste management.

2.2. The programme of cooperation covered by this Agreement includes (see annex):

A. Characterization of waste forms

B. High-level waste disposal in crystalline geological formations

Other areas of research in the field of radioactive waste management may be added by the Parties by mutual agreement in writing.

ARTICLE III - FORM OF COOPERATION

- 3.1. The programme of cooperation referred to in Article II shall be carried out by one or more of the following means :
- (a) the exchange of non-published technical information in the form of reports, experimental data, computer codes and correspondence any of which may be designated by the transmitting Party "not for publication" (or substantially similar legend);
  - (b) exchange of samples, materials, instruments and components for testing, as agreed in writing by the Parties;
  - (c) oral discussions related to the exchange of information referred to in paragraph (a);
  - (d) meetings organized for the purpose of discussing specific and agreed topics, such meetings normally to be held alternatively in Sweden and in the Community;
  - (e) short visits by specialist teams or individuals representing one Party to the facilities of the other Party;
  - (f) temporary assignment of personnel of one Party to the laboratories or facilities of the other Party for research on specifically defined topics, each such assignment to be considered on a case-by-case basis and to be the subject of a separate attachment of staff agreement between the Parties ; and
  - (g) the coordination of research and development activities with respect to specific topics in order to avoid unnecessary duplication.
- 3.2. All visits and assignments to the laboratories or facilities of a research institute of a Member State shall require the prior written consent of such institute.

ARTICLE IV - SCOPE OF INFORMATION EXCHANGE

- 4.1. SKB agrees to provide EURATOM with information relating to radioactive waste management subject to the following conditions :
- (a) the information relates to one or more of the technical areas listed in the annex attached herewith;
  - (b) SKB is performing radioactive waste management research in the area to which the information relates;



- (c) SKB has the information in its possession or has access thereto; and
  - (d) SKB has the right to disclose the information.
- 4.2. EURATOM agrees to provide to SKB information relating to radioactive waste management subject to the following conditions :
- (a) the information relates to one or more of the technical areas listed in the annex attached herewith;
  - (b) EURATOM is performing radioactive waste management research in the area to which the information relates;
  - (c) EURATOM has the information in its possession or has access thereto; and
  - (d) EURATOM has the right to disclose the information.
  - (e) the information has arisen as a result of research activities defined under Article II and carried out on EURATOM behalf by the Joint Research Centre, or pursuant to a contract entered by EURATOM with a research institute in a Member State or both;
- 4.3. Each Party will promptly call to the attention of the other Party, and transmit to it any research results arising from this Agreement appearing to have significant implications for radioactive waste management.

#### ARTICLE V - ADMINISTRATION OF THE AGREEMENT

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

#### ARTICLE VI - COSTS

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

ARTICLE VII - EXCHANGE AND USE OF INFORMATION

- 7.1. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to respect contractual commitments, to protect proprietary information, and to the provisions of article VIII.
- 7.2. A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend :

"This document contains proprietary information furnished in confidence under an Agreement dated ..... between the Swedish Nuclear Fuel and Waste Management Company and the European Atomic Energy Community and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the Swedish Government, of the European Atomic Energy Community (EURATOM) and of the Governments of the Member States of Euratom without the prior approval of the Administrator of the transmitting Party. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

- 7.3. Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to :
- (a) persons within the receiving Party and concerned Government departments and Government agencies of the receiving Party or of the country of the receiving Party.
  - (b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's country, 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 pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph 7.2.

- 7.4. With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing sub-paragraph 7.3. The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its own policies, regulations and laws.
- 7.5. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is protected as provided herein. If at any time it becomes apparent that one of the Parties will be unable to comply with the provisions of this Article,

that Party shall immediately inform the other Party and thereafter the Parties shall consult to define an appropriate course of action.

- 7.6. Non-documentary proprietary information provided in seminars and other meetings organized under this Agreement, and information arising from the attachments of staff shall be treated by the Parties in accordance with the provisions of this Article, provided that the Party communicating such proprietary information clearly notifies the other Party of the privileged character of such information.
- 7.7. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party from a source that is not a party to this Agreement.
- 7.8. Information provided by one Party to the other under this Agreement shall be accurate to the best knowledge and belief of the Party providing it, but neither Party shall be deemed to warrant the accuracy of such information nor shall either Party be held liable for the consequences of any use to which such information may be put by the other Party or by any third party.

#### ARTICLE VIII - PATENTS

- 8.1. The proprietary rights of the Parties with respect to all inventions conceived, developed or first actually reduced to practice in carrying out the programme of cooperation under this Agreement shall be determined as follows :
  - (a) if the invention is conceived, developed or first actually reduced to practice by an officer, employee or agent of or a contractor to one Party (hereinafter referred to as the "Assigning Party") while such person is assigned to the other Party (hereinafter referred to as the "Recipient Party") or to a contractor to the Recipient Party,
    - (i) the Recipient Party shall, as against the Assigning Party, acquire all right, title and interest in and to any such invention in its own country or Member States, as the case may be, and in any country not party to this Agreement, on condition that where the Recipient Party files a patent application or obtains patent protection for such invention, either in its own country or Member States, as the case may be, or in any country not party to this Agreement, it shall grant to the Assigning Party a non-exclusive, irrevocable, royalty-free unconditional license to make, have made and use and to sell or otherwise dispose of any article or thing embodying or using any such invention and a similar license to practice or cause to be practiced any such method or process, together with the right to grant sub-licenses, so as to grant to the Assigning Party only those rights as are necessary to enable the Assigning Party to employ the invention;
    - (ii) the Assigning Party shall, as against the Recipient Party, acquire all right, title and interest in and to any such invention in its own country or Member States, as the case

may be, on condition that where the Assigning Party files a patent application for such invention either in its own country or Member States, as the case may be, it shall grant to the Recipient Party a non-exclusive, irrevocable, royalty-free unconditional license to make, have made and use and to sell or otherwise dispose of any article or thing embodying or using any such invention and a similar license to practice or cause to be practiced any such method or process, together with the right to grant sub-licenses, so as to grant to the Recipient party only those rights as are necessary to enable the Recipient Party to employ the invention.

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

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

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

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

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

ARTICLE IX - TERMINATION

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

ARTICLE X - EFFECTIVE DATE

10.1. This Agreement shall enter into force upon signature and, subject to sub-clause 9.1., shall remain in force for a period of five (5) years from the first day of the month next following such effective date.

ARTICLE XI - TERRITORIAL CLAUSE

11.1. This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Atomic Energy Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of Sweden.

Done at ....., this .... day of .....

SWEDISH NUCLEAR FUEL AND  
WASTE MANAGEMENT COMPANY

EUROPEAN ATOMIC ENERGY COMMUNITY  
REPRESENTED BY THE COMMISSION OF  
THE EUROPEAN COMMUNITIES

R and D cooperation in the field of radioactive waste management  
between SKB and EURATOM

Scientific areas of cooperation

A. Waste characterization

- Characterization of low, medium and high level waste including the evaluation of the behaviour of fuel.

B. High level Waste disposal in crystalline geological formations

- Investigation of in-situ of crystalline geological formations

(Deep borehole test methodology, analysis of experimental data from single well test, characterization of fracture systems, application of geophysical test methods).

- Characterization and modelling of the geological formations

(Hydrogeology in fractured crystalline rocks, rock mechanics and evolution of geological systems.)

- Migration of radionuclides in crystalline rocks

(Modelling of physical and chemical processes in the near field environment of emplaced waste, natural analogues, measurement of nuclide diffusion and sorption, radionuclide transport in the geosphere and biosphere.)

- Engineered barriers

(Development of engineered barriers and evaluation of their behaviour in disposal systems in particular containers, backfilling and sealing materials and techniques.)

- Underground laboratories

(Project, construction and tests of underground laboratories.)

- Repository design

(Strategies for allocation of waste to appropriate repository types, design and construction methods for repositories in crystalline media.)

- Risk assessment