



*United States–Spain Treaties in Force,
January 1, 2009*

**Memorandum of Understanding between the United States
Department of Energy and the Spanish Junta de Energía
Nuclear for Cooperation in Energy Research and
Development**

Memorandum of understanding signed at Washington June 6, 1986
Entered into force June 6, 1986.

TIAS 12128



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STATUS:

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MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES
DEPARTMENT OF ENERGY AND THE SPANISH JUNTA DE ENERGIA
NUCLEAR FOR COOPERATION IN ENERGY RESEARCH AND DEVELOPMENT

TEXT:

WHEREAS

The United States Department of Energy (DOE) and the Spanish Junta De Energia Nuclear (JEN), and their designated representatives, hereinafter called the "Parties," have a mutual interest in expanding bilateral cooperation in the field of energy research and development.

IT IS AGREED AS FOLLOWS:

ARTICLE 1

1. Cooperation between the Parties shall be directed towards finding solutions to mutually agreed problems associated with energy research and development, and to exchanging information developed during the resolution of these problems. This cooperation may include exchange of experience and results of theoretical, experimental, conceptual design problems; and agreed research and development projects.
2. Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.
3. Cooperation under this Memorandum of Understanding shall not preclude multilateral or other cooperative activities in energy research and development in which the respective countries of each Party may participate.

ARTICLE 2

The fields of cooperation covered by this Memorandum of Understanding may include:

- 1) Nuclear energy, including nuclear safety technology
- 2) Radioactive waste management



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- 3) Renewable energy, including biomass
- 4) Coal and gas technologies
- 5) Environmental impact of energy technologies
- 6) Energy conservation
- 7) High energy physics

Other fields of cooperation may be added by mutual written agreement.

ARTICLE 3

Cooperation in accordance with this Memorandum of Understanding may include, but is not limited to, the following forms:

1. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors for agreed periods. Such exchanges of staff shall be in accordance with Article 10 of this Memorandum of Understanding.
2. Exchange of samples, materials, instruments and components for testing. Such exchanges shall be subject to a separate written agreement between the Parties, according to Article 4 of this Memorandum of Understanding.
3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development. Such exchanges shall be in accordance with Article 6 of this Memorandum of Understanding.
4. Organization of seminars and other meetings on specific agreed topics in the field listed in Article 2. Such seminars shall normally be held alternately for each topic in the United States and in Spain.
5. Joint projects including energy related studies and analyses in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate agreement pursuant to Article 4 of this Memorandum of Understanding.

Other specific forms of cooperation may be added by mutual written agreement.

ARTICLE 4



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If it is decided that a joint project is to be established under this Memorandum of Understanding, a project agreement between the Parties shall be executed. Each such project agreement shall include all detailed provisions for carrying out that joint project, and shall cover such matters as technical scope, exchange of proprietary information, management of the cooperation, patents, exchange of equipment, total costs, cost sharing between the Parties, project schedule, and information disclosure specific to the particular joint project.

ARTICLE 5

1. To supervise the execution of this Agreement, a DOE/JEN Joint Coordinating Committee on Cooperation shall be established. The Joint Coordinating Committee shall consist of up to four members, half of whom shall be appointed by each Party. This Committee shall meet each year alternately in the United States and in Spain, or at other agreed times and places. The Head of the Delegation of the Receiving Party shall act as Chairman during meetings of the Committee. In addition, each Party shall have the right to invite advisors to such meeting, as necessary.

2. At their meetings, the Coordinating Committee shall evaluate the status of cooperation under this Memorandum of Understanding. This evaluation shall include a review of the past year's activities and accomplishments and of the activities planned for the coming year within each of the technical fields listed in Article 2, an assessment of the balances of exchanges within each of the technical fields listed in Article 2 and a consideration of measures required to correct imbalances. In addition, the Coordinating Committee shall consider and act on any major new proposals for cooperation.

3. To supervise the execution of joint projects or programs established under this Memorandum of Understanding, appropriate management provisions shall be included in the project agreements executed under Article 4 of this Memorandum of Understanding.

ARTICLE 6

1. General

The Parties support the widest possible dissemination of information provided, exchanged or arising under this Memorandum of Understanding, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 8.

2. Use of Proprietary Information

A. Definitions as used in this Memorandum of Understanding:



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(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided, exchanged or arising under this Memorandum of Understanding.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such 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 transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
- d. is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures

(i) A Party receiving proprietary information pursuant to this Memorandum of Understanding 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 a Memorandum of Understanding dated ___ between the United States Department of Energy and the Spanish Junta De Energia Nuclear and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the Governments of the U.S. and Spain without prior approval of ___.

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."

(ii) Proprietary information received in confidence under this Memorandum of Understanding may be disseminated by the receiving Party to:

- a. persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party; and



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b. prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, 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 2.B(i) above.

(iii) With the prior written consent of the Party providing proprietary information under this Memorandum of Understanding, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). 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 national policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Memorandum of Understanding shall be controlled as provided herein. If 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 Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Memorandum of Understanding shall be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Memorandum of Understanding unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in this Memorandum of Understanding shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Memorandum of Understanding.

ARTICLE 7

Information transmitted by one Party to the other Party under this Memorandum of Understanding shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly



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developed information or its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 8

1. With respect to any invention or discovery made or conceived in the course of or under this Memorandum of Understanding:

A. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists:

(1) The Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, its Government, and its nationals designated by it.

(2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient Party, its Government, and its nationals designated by it.

B. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Memorandum of Understanding by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party, its Government, and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in all countries.

C. Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Parties until a patent application has been filed in either country of the Parties; provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of the Party reporting the invention to the other Party to mark appropriately reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

D. With regard to other specific forms of cooperation, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-



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free license to the other Party, its Government, and its nationals designated by it, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of Articles 8 and 9.

3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

ARTICLE 9

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 6 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

ARTICLE 10

1. Whenever an exchange of staff is contemplated under this Memorandum of Understanding each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment of staff shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.

4. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

5. The host establishment shall arrange or do its best to arrange for comparable accommodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.

6. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities (travel arrangements, etc.)



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7. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in a separate attachment of staff agreement.

ARTICLE 11

Compensation for damages incurred during the implementation of this Memorandum of Understanding shall be in accordance with the applicable laws of the countries of the Parties.

ARTICLE 12

Cooperation under this Memorandum of Understanding shall be in accordance with the laws of the respective countries and the regulations of the respective Parties. All questions related to the Memorandum of Understanding arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 13

Except when otherwise specifically agreed in writing at the time, all costs resulting from cooperation under this Memorandum of Understanding shall be borne by the Party that incurs them. It is understood that the ability of each Party to carry out its obligations under this Memorandum of Understanding is subject to the availability of appropriated funds.

ARTICLE 14

1. This Memorandum of Understanding shall enter into force upon signature and, subject to paragraphs 2, 3, and 4 of this Article, shall continue for a five (5) year period.

2. This Memorandum of Understanding may be amended or extended by mutual written agreement of the Parties.

3. This Memorandum of Understanding may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Memorandum of Understanding. Such termination shall be without prejudice to the rights which may have accrued under this Memorandum of Understanding to either Party up to the date of such termination.

4. All joint efforts and experiments not completed at the expiration or termination of this Memorandum of Understanding may be continued until their completion under the terms of this Memorandum of Understanding.



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Done at Washington, D.C. in the English and Spanish languages, each text being equally authentic, this 6th day of June 1986,

SIGNATORIES:

FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

Joseph F. Salgado

FOR THE SPANISH JUNTA DE ENERGIA NUCLEAR

Martín Gallego