

Technical Cooperation Agreement

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TECHNICAL COOPERATION AGREEMENT

BETWEEN

the **Management Board of the Information System on Occupational Exposure**,
represented by its Chairperson, Marcos Antonio Do Amaral, Nuclear Engineer, M.Sc.

hereinafter referred to as “**ISOE**”

AND

Oak Ridge Associated Universities, whose headquarters are located at 100 ORAU Way,
Oak Ridge, TN 37830, represented by Rachel F. Lokitz, ORAU Corporate Secretary &
Associate General Counsel

hereinafter referred to as “**ORAU**”

ORAU and ISOE being hereinafter individually referred to as a “Party” and collectively as
the “Parties”.

Preamble

CONSIDERING that ISOE is a joint undertaking sponsored by the OECD Nuclear Energy
Agency (“NEA”) and the International Atomic Energy Agency (“IAEA”) that provides a
forum for its participants worldwide to share dose reduction information and operational
experience to improve the optimisation of worker radiological protection at nuclear power
plants;

CONSIDERING that ORAU is a not-for-profit consortium of major Ph.D.-granting
academic institutions providing innovative scientific and technical solutions for the
Department of Energy, U.S. Nuclear Regulatory Commission, and other federal agencies to
advance national priorities in science, health, and education. ORAU aims to serve the public
interest by integrating academic, government, and scientific resources globally;

CONSIDERING that ISOE wishes to co-operate with ORAU through ISOE expert and/or
working group activities established by the ISOE Management Board to develop and
maintain an international system for the exchange of information and technical expertise on
occupational exposure;

CONSIDERING that ORAU wishes to co-operate with ISOE to maintain international excellence in safe and reliable nuclear power plant operations, a key public policy issue for ORAU and its associated professionals. ORAU recognises that exchanging information on the best applied radiological protection practices and sharing worldwide industry information on design, operation, decommissioning and emergency situations contributes to improving radiological protection at nuclear power plants;

CONSIDERING that ORAU intends to provide technical expertise and information to ISOE to contribute to the international harmonization of radiological protection principles and practices, one of the purposes of ISOE; and

CONSIDERING that the ISOE Management Board determined on December 1, 2016 that a co-operation with ORAU would benefit the overall purpose of ISOE;

Now therefore, the Parties agree as follows:

Purpose

1. The purpose of this Technical Co-operation Agreement (the "Agreement") is to establish the terms of cooperation between the Parties for the exchange of information and experience on the optimisation of occupational radiological protection in the design, operation and decommissioning of nuclear power plants.

General Obligations

2. ISOE and ORAU shall cooperate through expert and/or working group activities established by the ISOE Management Board to respond to industry needs. ORAU may also cooperate with ISOE to participate in the organisation of international/regional events.

3. ORAU shall be invited by the ISOE Management Board to actively participate in existing time-limited and product-oriented expert and/or working group(s), or other expert and/or working group(s) which may be established in the future by the ISOE Management Board. Access to the ISOE network web-site will be granted by ISOE to ORAU representatives in accordance with the needs identified by the expert and/or working group(s) in which ORAU is invited to participate, subject to the approval of the ISOE Management Board. The conditions for the supply of information from the ISOE database shall be as indicated in the ISOE Terms and Conditions.

4. ORAU shall provide technical expertise and information pertaining to radiological protection principles and practices at nuclear power plants. Any data provided by ORAU to ISOE will be subject to the "Data protection" provisions as provided below.

Costs and Expenses

5. Each Party will bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this Agreement.

Data protection

6. ORAU acknowledges that all the information disclosed under this Agreement, whether in writing or orally (hereinafter referred to as the "Information"), is confidential information. The Information shall include, but shall not be limited to, any documents, calculations, plans, materials, notes, drawings, methods, as well as all or part of the information contained therein, disclosed on any support or media.

7. ORAU shall treat the Information as confidential and shall not, use, reproduce, disclose or disseminate the Information otherwise than as expressly provided herein without the prior written authorisation of the ISOE Management Board.

8. Information disclosed by ORAU under this Agreement that is identified in writing as confidential at the time of disclosure (hereinafter referred to as "ORAU Confidential Information") shall be treated as confidential information and shall not be disclosed to third parties without the prior written consent of ORAU.

9. The Information and the ORAU Confidential Information is disclosed for the sole purpose of performing expert and/or working group activities. No other use of the Information or the ORAU Confidential Information is permitted without the written consent of the ISOE Management Board (concerning Information) or of ORAU (concerning the ORAU Confidential Information). The Parties shall not use the Information or the ORAU Confidential Information for any business or commercial purposes. ORAU and ISOE shall take all appropriate measures necessary to protect the Information against any unauthorised use.

10. ORAU shall only disclose Information to those of its employees, participants and/or members who have a need to know of it for the purpose of this Agreement, who have been informed of the obligations of confidence and non-use under this Agreement, and who are bound by obligations of non-use and secrecy no less stringent than those contained in this Agreement. ORAU shall be responsible for compliance of its employees, participants and/or members with the provisions of this Agreement.

11. For the purpose of this Agreement, the following Information shall not be subject to the provisions of Clauses 6 to 10 above:

- (i) Information which is generally known or publicly available from other sources;
- (ii) Information that has previously been made available by the owner to others without obligations concerning its confidentiality; and

(iii) Information already in the possession of ORAU without any obligation concerning its confidentiality.

12. Nothing in this Agreement shall be construed to directly nor by implication grant a license nor convey any rights to any Party under any trade secrets, inventions, patents or patent applications.

Liability

13. Notwithstanding any other provision contained in this Agreement, the Parties do not warrant or guarantee the accuracy, completeness or usefulness for any particular purpose of any information provided under this Agreement.

14. Information provided under this Agreement shall not, to the best knowledge and belief of the disclosing Party, infringe on third parties' rights, such as but not limited to patent and copyright.

15. In no event shall either party be liable to the other Parties for any indirect, special, incidental, consequential or punitive damages with respect to any claim arising out of, under or in connection with this Agreement, whether based upon contract, tort (including negligence), strict liability or otherwise.

Term

16. This Agreement shall become effective upon the last date of signature by the authorised representatives of both Parties and shall remain in effect for 5 (five) years from its effective date, unless earlier terminated in accordance with Clause 17 hereunder. The term of this Agreement may be extended by written agreement of both Parties.

17. This Agreement may be terminated at any time by either Party by written notice to the other; the effective date of termination shall be ninety (90) days after receipt of such notification by the receiving Party.

18. The provisions of Clauses 2 to 12 above, as well as Clauses 16 to 22 above and hereunder, shall remain in effect notwithstanding the termination or expiration of this Agreement.

Applicable Law and Settlement of disputes

19. The Parties agree that their rights and obligations shall be governed exclusively by the terms and conditions of this Agreement.

20. Any dispute arising out of the interpretation or implementation of this Agreement, which cannot be settled by mutual agreement, shall be referred for decisions to an arbitrator chosen by agreement between the Parties or, failing such agreement on the choice of the arbitrator within three (3) months of the request for arbitration, to an arbitrator appointed by the First President of the Court of Appeal of Paris (France) at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The place of arbitration shall be Paris (France). All proceedings and submissions shall be in the English language.

21. Nothing in this Agreement shall be construed as a waiver of the NEA's or IAEA's immunities and privileges as an international organisation.

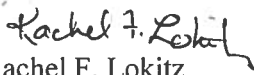
General Provisions

22. This Agreement may be amended at any time by written agreement of the Parties. The amending instrument shall specify the date upon which the amendment shall become effective.

23. None of the provisions of this Agreement shall be deemed to be waived by either Party except when such waiver is given in writing. The failure by any Party to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future.

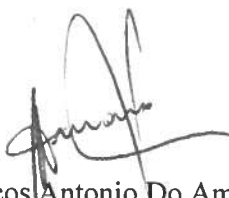
24. If any part or parts of this Agreement shall be declared invalid by any competent arbitral tribunal, the other parts shall remain valid and enforceable.

Oak Ridge Associated Universities
(ORAU)


By Rachel F. Lokitz
ORAU Corporate Secretary &
Associate General Counsel

Date: 15 Dec 2016

**Information System on Occupational
Exposure**
(ISOE)


By Marcos Antonio Do Amaral
ISOE Chairperson
Nuclear Engineer, M.Sc.

Date: 10 January 2017