



ESARDA Agreement
(JRC Ref. N° 22613-2004-12 SONEN ISP BE)

15 MAR. 2005

This Agreement has entered into force on by and between

The **Commissariat à l'Energie Atomique (CEA)**, 31, rue de la Fédération, 75752 Paris Cedex 15, France, which is represented for the purpose of the signature of this agreement by Mr. Philippe Thiébaud, Directeur des Relations Internationales,

and

The **Electricité de France (EDF)** Cap Ampère, 1, place Pleyel, 93282 Saint Denis Cedex, France, which is represented for the purpose of the signature of this agreement by Mr. Daniel Leroy, Senior Vice President, Head of the Nuclear Fuel Division,

and

The **Ente per le Nuove Tecnologie l'Energia e l'Ambiente (ENEA)**, Lungotevere Thaon di Revel, 76, 00196 Roma, Italy, which is represented for the purpose of the signature of this agreement by Mr. Giovanni Lelli, Direttore Generale,

and

The **Statens Kärnkraftinspektion (SKI)**, Klarabergsviadukten 90, 106 58 Stockholm, Sweden, which is represented for the purpose of the signature of this agreement by Mrs. Judith Melin, Director General, Office of Nuclear Non-Proliferation,

and

The **Säteilyturvakeskus (STUK)** Radiation and Nuclear Safety Authority, P.O. Box 14, 00881 Helsinki, Finland, which is represented for the purpose of the signature of this agreement by Mr. Jukka Laaksonen, Director General,

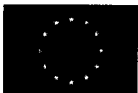
and

The **United Kingdom Atomic Energy Authority (UKAEA)**, Harwell, Didcot, Oxfordshire OX11 0RA, United Kingdom, which is represented for the purpose of the signature of this agreement by Mr. John Crofts, Director of Safety & Assurance,

and

The **Centre d'étude de l'énergie nucléaire – Studiecentrum voor Kernenergie (SCK-CEN)**, Avenue Hermann Debroix 40, 1160 Brussels, Belgium, which is represented for the purpose of the signature of this agreement by Mr. Paul Govaerts, General Manager and Mr. Frank Deconinck, Head of the Board of Governors,

and



The **Wirtschaftsverband Kernbrennstoff-Kreislauf e.V. (WKK)**, Robert-Koch-Platz 4, 10115 Berlin, Germany, which is represented for the purpose of the signature of this agreement by Mr. Klaus Taegder, Executive Director,

and

The **Institut de Radioprotection et de Sûreté Nucléaire (IRSN)**, B. P. 17, 92262 Fontenay-aux-roses Cedex, France, which is represented for the purpose of the signature of this agreement by Mr. Michel Brière, Deputy Director General,

and

The **European Atomic Energy Community**, represented by the Commission of the European Communities, 200 rue de la Loi, 1049 Bruxelles, Belgium which is represented for the purposes of the signature of this contract by Mr. Roland Schenkel, Acting Director General of the Directorate General Joint Research Centre;

CONSIDERING that the scope of international safeguards is constantly increasing with the growing quantity of fissile material in circulation, and that it is thus important for all the parties as well as for the nuclear community as a whole to improve the quality, the efficiency and cost-effectiveness of international safeguards;

CONSIDERING that research groups in Europe are working in the field of research, development and application of nuclear safeguards and nuclear non-proliferation;

CONSIDERING that it is advantageous to seek the views of all those concerned in the application of safeguards so that problems preventing their effective, efficient and economic application may be identified and solved;

CONSIDERING that it is advantageous to harmonise the research and development programmes in the safeguards and safeguards related fields, to provide mutual support in the performance of the research programmes, to exchange the knowledge and experience thus acquired and to have a collaborative execution of parts of the programmes;

CONSIDERING the agreements concluded between European Atomic Energy Community (EURATOM), the Governments of European States and the IAEA, concerning the application of safeguards;

CONSIDERING that the Parties have agreed to continue and to enlarge the co-operation undertaken under the contract n° 1423/80/12 (CG-ISP) and its supplementary agreements (expired on 31.12.2000) and the agreement n° 20446-2003-01 S0SC ISP BE under the name "European Safeguards Research and Development Association" (ESARDA);

CONSIDERING that to ensure this enlarged mission ESARDA should be strengthened by the adhesion of new members;

CONSIDERING that the agreement n° 20446-2003-01 S0SC ISP BE expires on 31.12.2004; and that the Parties are willing to conclude this new Agreement;



THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Purpose and Activities.

Article 1 Purpose

The purpose of the ESARDA Agreement shall be:

- To improve the quality, the efficiency and cost-effectiveness of nuclear material safeguards, including nuclear material management and accountancy;
- To seek the views of all those concerned in the application of safeguards so that problems preventing their effective, efficient and economic application may be identified and solved;
- To facilitate collaboration on research and development in safeguards and related fields and its application;
- To propose research and development programmes in the light of identified safeguards and nuclear non-proliferation topics which require investigation and to facilitate collaboration;
- To take benefit and stimulate synergies with other verification regimes and technologies;
- To increase the understanding of safeguards by improving communications with the public and other experts.

Article 2 Activities

The purpose of the ESARDA Agreement shall be achieved by the following activities:

- Harmonisation and promotion of the research and development programmes or other works of the members, by the exchange of information and assistance on the personnel and technical levels and by the joint execution of these programmes or parts thereof;
- Providing a forum for consultation involving operators, regulators and researchers;
- Promoting the organisation of workshops, conferences, symposia and training on general or specific safeguards related topics;
- Dissemination of the results of the programmes and actions.



II. Parties to the Agreement

Article 3 Parties

Parties to this ESARDA Agreement shall be organisations or corporate bodies within the European Union which shall have a legal status and meet any of the following criteria:

- Provide high-level research or development in line with the purpose of ESARDA

or

- Be an operator of a nuclear installation subject to nuclear material safeguards

or

- Be involved in safeguards as an agency or a regulator.

Article 4 Associated and individual members

4.1 In addition, organisations or corporate bodies may cooperate in ESARDA activities as associated members. Associated members shall meet all criteria set forth in Article 3 except that of belonging to the European Union.

4.2 Individuals may also cooperate within the scope of work of this Agreement as individual members. Their cooperation shall be proposed by an existing Party.

Article 5 Accession of a new Party and Membership

5.1 The accession to the ESARDA Agreement of any new Party shall require a ordinary majority vote of the Steering Committee. The membership will become effective on the date the new Party signs the Agreement.

5.2 The membership of associated and individual members shall require a ordinary majority vote of the Steering Committee.

Article 6 Agreement performance

6.1 The Parties agree to use all reasonable skill and care in carrying out their duties under this Agreement.

6.2 Each Party and associated or individual member will fund its own activities in relation to the performance of this ESARDA Agreement.



III. Steering Committee

Article 7 Composition

- 7.1 The Steering Committee shall consist of all Parties of the Agreement, each Party having one vote. Associated and individual members may attend the meetings but shall have no voting rights.
- 7.2 It shall elect its President and Vice-President who shall remain in office for two years. In principle, the Vice-President shall be the President-elect.

Article 8 Meetings

- 8.1 The Steering Committee shall meet at least once a year.
- 8.2 Meetings shall be convened and chaired by the President of the Steering Committee or, should the President be prevented from attending, by the Vice-President or the oldest in age of the Parties' representatives present.
- 8.3 The Steering Committee shall also be convened, if a number of Parties, representing at least 20 % of the votes, addresses a written request to this effect to the President of the Steering Committee and to the other Parties.
- 8.4 Each Party may be represented by another Party, by means of a written power of attorney. A Party shall not represent more than two other Parties.
- 8.5 The Steering Committee shall only validly deliberate if at least 40 % of the Parties are present or validly represented. In case the quorum is not reached, a new meeting with the same agenda is convened. In that case, the Steering Committee can validly deliberate without a quorum.
- 8.6 Resolutions adopted by the Steering Committee shall be signed by the President and the Secretary and distributed to all Parties.

Article 9 Resolutions and decisions

- 9.1 The Steering Committee shall have the power to discuss the general ESARDA policy according to the purpose described in Art. 1 and to take resolutions and decisions to be implemented by the Executive Board.
- 9.2 Moreover, it shall possess the following specific powers:
- To elect the Executive Board members;
 - To elect the President and the Vice President;
 - To appoint the Secretary of ESARDA on the nomination of the European Atomic Energy Community, represented by the Commission of the European Communities (Joint Research Centre);
 - To accept and to dismiss Parties and associated and individual members;



- e) To set the date of the following meeting;
 - f) To modify the articles of the Agreement;
 - g) To terminate this Agreement.
 - h) To endorse internal rules governing the functioning of the Steering Committee and the Executive Board;
 - i) To approve the annual report of activities.
- 9.3 As the Agreement is based on mutual co-operation between all Parties as pursuing a common good, above national or particular considerations, it is assumed that Parties shall strive for the broadest consensus possible in the decision making process. However, decisions shall be taken by a ordinary majority, without prejudice to the cases formally provided for by Articles 5, 19, 20 and 21.

IV. Executive Board

Article 10 Management of the Agreement

- 10.1 The Agreement shall be implemented by an Executive Board.
- 10.2 The Executive Board shall have the widest powers for the implementation and management of the Agreement, insofar as these are not reserved for the Steering Committee by Article 9. It shall meet as often as appropriate, on the initiative of any Board member.
- 10.3 The Executive Board shall have the power to draw up rules to govern the functioning of the Board itself and of the Steering Committee. These rules will apply after endorsement by the Steering Committee.
- 10.4 The Executive Board shall have the power to establish Working Groups, whenever required. The tasks, the duration and the chairperson of each Working Group shall be as specified by the Executive Board.
- 10.5 The Executive Board shall also be in charge of the scientific guidance of the Agreement.

Article 11 Composition of the Executive Board

- 11.1 The Executive Board shall consist of the representatives of five Parties, elected by the Steering Committee for a period of four years, and by the President and the Vice-President, also elected by the Steering Committee for a period of two years. Every two years two or three seats of the Board are vacated alternately.
- 11.2 In principle the Vice-President shall be the President-elect. The President and the Vice-President shall not represent their respective Parties, but the interests of the ESARDA members.



- 11.3 A representative of the European Commission services in charge of safeguards implementation will attend the meetings of the Executive Board as an observer.
- 11.4 Board membership shall be such as to give a reasonable geographical representation across the ESARDA membership.
- 11.5 Each member of the Executive Board shall have one vote in Board meeting decisions and may represent not more than one other member of the Board. The decisions shall be taken by a ordinary majority.

Article 12 Term of office

- 12.1 The term of office of an Executive Board member automatically ends if it ceases to represent the Party to which it belongs.
- 12.2 Any Board member Party shall appoint a replacement, if its representative is no longer available.

V. Working Groups

Article 13 Composition

- 13.1 Working Groups to discuss or execute agreed research, development or application programmes, or to examine specialised technical subjects, are established according to article 10.4.
- 13.2 Participation to a Working Group shall be limited to the Parties and associated or individual members of the Agreement.

Article 14 Reports

- 14.1 Each Working Group shall provide an annual report on the functioning of the Working Group. These reports shall describe the work and research carried out and the results obtained during a period of 12 months. The annual Working Group reports should be submitted to the Executive Board two months before the annual Steering Committee meeting.
- 14.2 The Steering Committee shall decide on the possible distribution of such reports.
- 14.3 The title page of the report should state that the report of work has been submitted under the terms of the present Agreement.



VI - Information and patent rights

Article 15

- 15.1 Each Party, after consultation with the Executive Board, shall decide on the type of distribution to be given to the reports drawn up by it as indicated in Article 14.
- 15.2 Each Party may use and disseminate the information obtained by the other Parties under this Agreement, insofar as this will not be contrary to the rights of other members or third parties or to any arrangements made by the Executive Board or the Steering Committee.
- 15.3 Each Party shall inform all other Parties of any patent application filed for the inventions arising out of programmes referred to in Articles 1 and 2.
- 15.4 All rights of the Parties in regard to the exploitation of such patent applications and of the patent rights arising there from shall remain unaffected by the membership of this Agreement. The Parties declare, however, that they are prepared, in principle, to agree to grant licences to the other Parties, subject to conditions to be determined in each particular case.

VII. Liability, Contractual relationship, Dispute Settlement and Applicable Law

Article 16 Liability

- 16.1 All Parties shall use all reasonable skill and care in carrying out their duties under this Agreement and shall ensure that the tasks shall be conducted in accordance with the applicable laws and regulations.
- 16.2 Each Party shall remain liable for any loss, damage or injury caused totally or partly by acts or omission of itself or its subcontractors during the execution of the work carried out under this Agreement.
- 16.3 Each Party shall also remain solely liable towards third parties for damage caused by itself.
- 16.4 Any problem concerning liability shall be dealt with under the laws of the country in which the event occurred which has given rise to such problem.

Article 17 Contractual relationship

- 17.1 The collaboration is and will be only the result of the activities of a network of individual and separate legal entities. Nothing in this Agreement shall be deemed to create a joint venture, agency or partnership in whatsoever shape or form between the Parties or any of them.



- 17.2 Neither Party shall be authorized to legally commit any other Party towards third parties
- 17.3 Each Party shall use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons and the transfer of materials and equipment which may be required for the implementation of the tasks.

Article 18 Dispute settlement and Applicable Law

- 18.1 Disputes between the Parties, that cannot be settled amicably, shall be brought before the competent courts of Brussels, Belgium.
- 18.2 This Agreement shall be governed by Belgian law except as set forth in Article 16.4 of this Agreement.

VIII. Modification of the articles of the Agreement

Article 19

- 19.1 Only the Steering Committee shall have the authority to adopt modifications of the articles of this Agreement.
- 19.2 The Steering Committee may be convened for this purpose, in accordance with the procedures laid down in Article 8, in an extraordinary meeting, if necessary. The proposed modification shall be explicitly indicated in the convening notice.
- 19.3 Any modification of the articles of this Agreement shall only be decided upon a majority of two thirds of the Parties present or duly represented.
- 19.4 After adoption of a modification, a corresponding amendment of the Agreement shall be signed by the Parties.

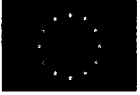
IX. Withdrawal, exclusion from and termination of the Agreement

Article 20 Withdrawal and exclusion

- 20.1 The Parties shall be free to withdraw from the Agreement by sending a three months notice of their resignation in writing to the President of the Steering Committee.
- 20.2 A Party may only be excluded by the Steering Committee with a majority of two-thirds of the votes cast, after the Party concerned has been heard.

Article 21 Termination

- 21.1 The Steering Committee may only pronounce the termination of the Agreement by a unanimous vote taken by the Parties present or duly



represented, provided this point has been clearly mentioned on the agenda.

- 21.2 In the event that no activity is carried out during a period of two consecutive years, the termination of the Agreement may be pronounced by an ordinary majority of votes, present or duly represented during a Steering Committee specially convened for this purpose.
- 21.3 The Agreement shall automatically be deemed terminated if the number of Parties becomes less than five.

THE PARTIES INTENDING TO BE LEGALLY BOUND have executed this Agreement in ten originals.

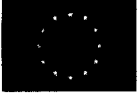
For the **European Atomic Energy Community**

Roland Schenkel
Acting Director General of the
Directorate-General Joint Research Center

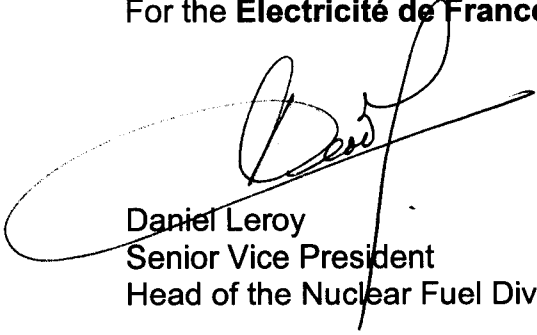


For the **Commissariat à l'Energie Atomique (CEA)**

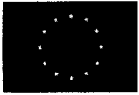
Philippe Thiébaud
Directeur des Relations Internationales



For the **Electricité de France (EDF)**



Daniel Leroy
Senior Vice President
Head of the Nuclear Fuel Division

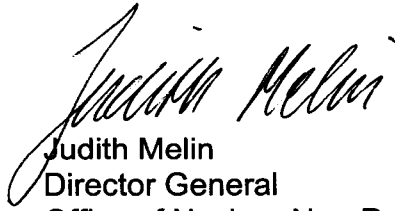


For the Ente per le Nuove Tecnologie l'Energia e l'Ambiente (ENEA),


Giovanni Lelli
Direttore Generale



For the **Statens Kärnkraftinspektion (SKI)**



Judith Melin
Director General
Office of Nuclear Non-Proliferation



For the **Säteilyturvakeskus (STUK)**

Jukka Laaksonen
Director General

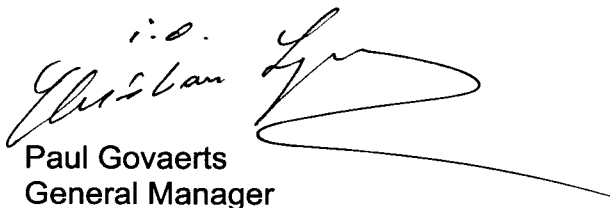


For the **United Kingdom Atomic Energy Authority (UKAEA)**


John Crofts
Director of Safety & Assurance



For the **Centre d'étude de l'énergie nucléaire – Studiecentrum voor Kernenergie (SCK-CEN)**

i.o.

Paul Govaerts
General Manager

14 JAN. 2005

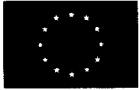

Frank Deconinck
Head of the Board of Governors





For the **Wirtschaftsverband Kernbrennstoff-Kreislauf e.V. (WKK)**

Klaus Taegder
Executive Director



For the **Institut de Radioprotection et de Sûreté Nucléaire (IRSN)**

Michel Brière
Deputy Director General