

NUCLEAR SAFETY

**Arrangement Between the
UNITED STATES OF AMERICA
and BULGARIA**

Signed at Rockville and Sofia
November 21, 2011 and January 10, 2012

with

Addenda



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

BULGARIA

Nuclear Safety

*Arrangement signed at Rockville and Sofia
November 21, 2011 and January 10, 2012;
Entered into force January 10, 2012.
With addenda.*

ARRANGEMENT
BETWEEN
THE NUCLEAR REGULATORY COMMISSION OF
THE UNITED STATES OF AMERICA
AND
THE NUCLEAR REGULATORY AGENCY
OF THE REPUBLIC OF BULGARIA
FOR THE
EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY
MATTERS

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Nuclear Regulatory Agency (hereinafter called the NRA) of the Republic of Bulgaria and the Nuclear Regulatory Commission of the United States of America (hereinafter called the USNRC), hereinafter referred to as the Parties;

In recognition of the Agreement between the United States of America and the Republic of Bulgaria Concerning Peaceful Uses of Nuclear Energy, signed at Sofia on June 21, 1994;

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

To the extent that the USNRC and NRA are permitted to do so under the laws, regulations, and policy directives of their respective countries, the Parties shall exchange, upon either Party's request, the following types of technical information relating to the regulation of safety, safeguards, physical security, waste management, radiological and environmental impact of designated nuclear facilities and nuclear safety research programs:

1. Topical reports concerning technical safety, safeguards, physical security, waste management, radiological and environmental effects written by or for one of the Parties as a basis for, or in support of, regulatory decisions and policies.
2. Documents relating to significant licensing procedures, actions, enforcement, and safety and environmental decisions affecting nuclear facilities.
3. Detailed documents describing the USNRC process for licensing and regulating certain U.S. facilities designated by NRA as similar to certain facilities being built or planned in Bulgaria, and equivalent documents on such Bulgarian facilities.
4. Information in the field of reactor safety research, which the Parties have the right to disclose, either in the possession of one of the Parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", which are integral parts of this Arrangement. Cooperation in these itemized research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the Parties. Each Party shall transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.
5. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
6. Regulatory procedures for the safety, safeguards and physical security (materials accountancy and control and physical protection), waste management, and environmental impact evaluation of nuclear facilities.
7. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the Parties.

B. Cooperation in Confirmatory Nuclear Safety Research

The terms of cooperation for joint programs and projects of confirmatory nuclear safety research and development or those programs and projects under which activities are

divided between the Parties, including the use of test facilities and/or computer programs owned by either Party, shall be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the research organizations of one or both of the Parties. When not the subject of a separate agreement, the terms of cooperation may be established by an exchange of letters between the research organizations of the Parties, and shall be subject to the terms and conditions of the present Arrangement.

Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by one Party in the other Party's agency shall also be considered on a case-by-case basis and shall, in general, require a separate letter of agreement between the research organizations of the Parties.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the USNRC shall cooperate with the NRA in providing certain training and experience for NRA safety personnel. Unless otherwise agreed, costs of salary, allowances, and travel of NRA participants shall be paid by the NRA. The following are typical of, but not necessarily restricted to, the kinds of training and experience that may be provided:

1. NRA designated inspector accompaniment of USNRC inspectors on reactor operation and (if available) reactor construction inspections in the United States, including extended briefings at USNRC regional inspection offices.
2. Participation by NRA employees in USNRC staff training courses.
3. Assignment of NRA experts for certain periods to be determined by the Parties within the USNRC staff to work on USNRC staff duties and gain on the job experience.
4. Training assignments of the NRA within the radiation control program in the United States.
5. Assignment of USNRC experts for a certain period to be determined by the Parties within the NRA staff in Bulgaria to assist the NRA experts in working on their duties. Cost of salary, allowances, and travel of USNRC experts for the entire period shall be paid by USNRC unless otherwise agreed.

II. **ADMINISTRATION**

- A. The exchange of information under this Arrangement shall be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings shall be held at such times as mutually agreed to review the exchange of information and cooperation under this Arrangement,

to recommend revisions to the provisions of the Arrangement, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators referred to in paragraph II.B.

- B. An administrator shall be designated by each Party to coordinate its participation in the overall exchange under this Arrangement. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators will be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators shall ensure that both administrators receive copies of all transmittals. These detailed arrangements are intended to ensure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.
- C. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document shall be accompanied by an abstract in English, 250 words or less, describing its scope and content.
- D. The application or use of any information exchanged or transferred between the Parties under this Arrangement shall be the responsibility of the receiving Party, and the transmitting Party does not warrant the suitability of such information for any particular use or application.
- E. Recognizing that some information of the type covered in this Arrangement is not available within the agencies that are Parties to this Arrangement, but is available from other agencies of the governments of the Parties, each Party shall assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

III. EXCHANGE AND USE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the requirements of each Party's national laws, regulations, and policies and the need to protect proprietary and other confidential or privileged information, and subject to the provisions of the Intellectual Property Addendum, which is an integral part of this Arrangement.

disseminated in any manner unspecified or contrary to the terms of this Arrangement without the prior written consent of the transmitting Party. Proprietary information bearing this restrictive legend shall not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be disseminated by the receiving Party without prior consent to persons within or employed by the receiving Party, and to concerned Government departments and Government agencies in the country of the receiving Party, provided:
 - a. such dissemination is made on a case-by-case basis; and
 - b. such proprietary information bears the restrictive legend appearing in Section III.C. of this Arrangement.
2. Proprietary information received under this Arrangement may be disseminated by the receiving Party without prior consent to contractors and consultants of the receiving Party located within the geographical limits of that Party's country provided:
 - a. that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving Party relating to the subject matter of the proprietary information, and shall not be used by such contractors and consultants for any other private commercial purposes;
 - b. that such dissemination is made on a case-by-case basis to contractors and consultants who have executed a non-disclosure agreement; and
 - c. that such proprietary information shall bear the restrictive legend appearing in Section III.C. of this Arrangement.
3. With the prior written consent of the Party furnishing proprietary information under this Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Arrangement. The Parties shall endeavor to grant such approval to the extent permitted by their respective national laws, regulations and policies, provided:
 - a. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear and materials radiation sources, have executed a non-disclosure agreement;

- b. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, shall not use such proprietary information for any private commercial purposes; and
- c. that those entities receiving proprietary information under Section III.D.3. of this Arrangement that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating:

1. that the information is protected from public disclosure by the government of the transmitting Party; and
2. that the information is transmitted under the condition that it be maintained in confidence.

F. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in Section III.D, "Dissemination of Documentary Proprietary Information."

G. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the Parties according to the principles specified for documentary information in this Arrangement; provided, however, that the Party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

H. Consultation

If, for any reason, 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 Arrangement, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

I. Other

Nothing contained in this Arrangement shall preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Arrangement.

IV. **FINAL PROVISIONS**

- A. Nothing contained in this Arrangement shall require either Party to take any action that would be inconsistent with its existing laws, regulations, and policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the Parties agree to consult before any action is taken. No nuclear information related to proliferation-sensitive technologies shall be exchanged under this Arrangement.
- B. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.
- C. Cooperation under this Arrangement shall be in accordance with the laws and regulations of their respective countries. Any dispute or questions between the Parties concerning the interpretation or application of this Arrangement shall be settled by mutual agreement of the Parties.
- D. This Arrangement shall enter into force upon signature and, subject to paragraph E of this Section, shall remain in force for a period of five years. It may be extended for a further period of time by written agreement of the Parties.
- E. Either Party may terminate this Arrangement after providing the other Party written notice 180 days prior to its intended date of termination.

- F. Upon the coming into force of this Arrangement, the application of the Arrangement between the Nuclear Regulatory Commission of the United States of America and the Nuclear Regulatory Authority of the Republic of Bulgaria for the exchange of technical information and cooperation in nuclear safety matters, done at Vienna on 19 September 2006, shall be terminated.

FOR THE NUCLEAR REGULATORY
COMMISSION OF THE UNITED STATES
OF AMERICA

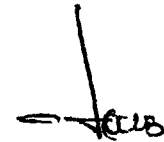


Gregory B. Jaczko, Chairman

DATE: 21-11-11

PLACE: Rockville, Maryland

THE NUCLEAR REGULATORY
AGENCY OF THE REPUBLIC
OF BULGARIA



Sergey Tzotchev, Director General

DATE: 10-01-2012

PLACE: Sofia, Bulgaria

Addendum "A"
NRC-NRA Safety Research Exchange
Areas in Which the NRC is Performing or Sponsoring Safety Research

1. Digital Instrumentation and Control
2. Reactor and Electrical Equipment Qualification
3. Environmental Transport
4. Radionuclide Transport and Waste Management
5. Dry Cask Storage and Transport
6. Fire Safety Research
7. Nuclear Fuel Analysis
8. Severe Accident Analysis
9. Operating Experience and Generic Issues
10. Human Factors Engineering
11. Organizational Factors/Safety Culture
12. Human Reliability Analysis (HRA)
13. Probabilistic Risk Assessments
14. Radiation Protection and Health Effects
15. Seismic Safety
16. State of the Art Risk Consequences
17. Reactor Containment Structural Safety
18. Reactor Vessel and Piping Integrity
19. Regulatory Guide Update
20. New and Advanced Reactor Designs
21. Decommissioning
22. Thermal Hydraulic Code Applications and Maintenance
23. Uncertainty Analysis for Thermal Hydraulic Kinetics
24. Coupled 3D Neutronic and Plant Thermal Hydraulics
25. Medical Isotope Production
26. Long-term Operational Management
27. Plant and Systems Operations

Addendum "B"

Areas in Which the NRA is Performing and Supervising Safety Research

1. Equipment qualification
2. Component integrity
3. Thermodynamics, thermohydraulics, and neutronics of nuclear reactors
4. Deterministic and probabilistic safety assessment
5. Beyond design basis and severe accidents
6. Human factors influence on safety
7. Seismic safety
8. Radiation protection

Pursuant to Section III of this Arrangement:

I. General Obligation

The Parties will ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. Rights to such intellectual property will be allocated as provided in this Addendum.

II. Scope

- A. This Addendum is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Arrangement, "intellectual property" will mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, and may include other subject matter as agreed by the Parties.
- C. Each Party will ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Addendum. This Addendum does not otherwise alter or prejudice the allocation between a Party and its nationals, which will be determined by that Party's laws and practices.
- D. Except as otherwise provided in this Arrangement, disputes concerning intellectual property arising under this Arrangement will be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees.
- E. Termination or expiration of this Arrangement will not affect rights or obligations under this Addendum.

III. Allocation of Rights

- A. Each Party will be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of a copyrighted work prepared under this provision will indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property, other than those rights described in Section III.A above, will be allocated as follows:
 - (1) Visiting researchers will receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

- (2)(a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by Section III.B(1) will be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties will be jointly owned by the Parties. In addition, each creator will be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.
- (b) Unless otherwise agreed in an implementing or other arrangement, each Party will have within its territory a right to exploit or license intellectual property created in the course of the cooperative activities.
- (c) The rights of a Party outside its territory will be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.
- (d) Notwithstanding Section III.B(2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties will immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question will be terminated at the request of either Party. Creators of intellectual property will nonetheless be entitled to awards, bonuses and royalties as provided in Section III.B(2)(a).
- (e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) will disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay will not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Arrangement, each Party and its participants will protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.