

**AGREEMENT FOR TECHNICAL EXCHANGE AND COOPERATION
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE INSTITUTE FOR ECOLOGY OF INDUSTRIAL AREAS
OF THE REPUBLIC OF POLAND**

**IN THE AREA OF ENVIRONMENTAL RESTORATION AND HAZARDOUS WASTE
MANAGEMENT**

The Department of Energy of the United States of America ("DOE") and The Institute for Ecology of Industrial Areas, of the Republic of Poland ("IETU"), hereinafter referred to as "the Parties":

Considering the principles and goals of cooperation in science and technology development under the "Agreement between the Government of the United States of America and the Government of the Republic of Poland on Cooperation in Science and Technology," signed on September 4, 1992;

Recognizing that the Parties share common interests and objectives in environmental restoration and the safe and effective management of hazardous wastes;

Desiring to cooperate in the area of environmental restoration and hazardous waste management;

Have agreed as follows:

**ARTICLE 1
OBJECTIVE**

The objective of cooperation under this Agreement is to study topics associated with the safe management of hazardous wastes on the basis of mutual benefit, equality, and reciprocity and to develop technologies and techniques necessary for such purpose.

ARTICLE 2
SUBJECTS OF COOPERATION

The areas of cooperation under this Agreement may include, but are not limited to, the following:

- (i) Risks associated with human exposure to environmental contamination from chemical and heavy metals in soils;
- (ii) Demonstration of technologies or methodologies for soil cleaning; and
- (iii) Such other areas as may be mutually agreed in writing by the Parties.

ARTICLE 3
FORMS OF COOPERATION

The forms of cooperation under this Agreement may include, but are not limited to, the following activities:

- (i) Exchange of information and data on scientific and technical activities, developments, practices, methods and results, including risk assessments and quality assurance measures;
- (ii) Exchange of scientists, engineers and other specialists for agreed periods of time in order to participate in experiments, analysis, design and other research and development activities at research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or of contractors of each of the Parties;
- (iii) Organization of, and participation in, seminars, workshops, and other meetings;
- (iv) Exchange and provision of samples, materials, instruments and components for experiments, testing, and evaluation;
- (v) Execution of joint studies, projects or experiments, including joint design, construction and operational activities; and
- (vi) Other forms of cooperation as may be mutually agreed to by the Parties.

ARTICLE 4
IMPLEMENTING ARRANGEMENTS

When the Parties agree to undertake a form of cooperation under Article 3(v) or 3(vi), the Parties shall conclude an Annex to this Agreement. Each such Annex will include, as appropriate, detailed provisions for carrying out the specific form of cooperative activity and will cover such matters as technical scope, management, total costs, cost sharing, and schedule.

ARTICLE 5
EXCHANGE OR ASSIGNMENT OF PERSONNEL

With respect to the exchange or assignment of personnel under this Agreement:

- (i) Each Party may, at its own expense, observe test activities and analytical work of the other Party during short term visits or staff assignments, subject to the prior written agreement of the receiving Party on each occasion.
- (ii) Whenever an exchange or assignment of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for assignment to the other Party.
- (iii) Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff. The sending Party shall pay for the travel and living expenses of its staff while on assignment to the receiving Party unless otherwise agreed to by the Parties.
- (iv) The receiving Party shall arrange for adequate accommodations for the assigned staff and their families on a mutually agreeable reciprocal basis.
- (v) The receiving Party shall provide all necessary assistance to the assigned staff and their families as regards administrative formalities (e.g., travel arrangements).

- (vi) 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 to by the Parties in separate assignment agreements.
- (vii) The Party proposing an assignment of staff shall notify the receiving Party of the names of the persons proposed for the assignment and shall provide such information respecting any of the said persons as may be required by the receiving Party.

ARTICLE 6 EXCHANGE OF EQUIPMENT

The following provisions shall apply concerning exchanges of equipment pursuant to this Agreement:

- (i) By mutual agreement of the Parties, a Party may provide equipment to be utilized in a joint activity. In such cases, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical information related to use, maintenance, and repair of the equipment.
- (ii) Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.
- (iii) Equipment provided pursuant to this Agreement shall be brought into operation at the host establishment only by mutual agreement between the Parties.
- (iv) The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested, in accordance with the technical requirements which shall be as mutually agreed upon by the Parties.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Article.
- 7.2 Scope
- 7.2.1 This Article is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- 7.2.2 For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- 7.2.3 This Article addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Article, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Article does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- 7.2.4 Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance

with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

7.2.5 Termination or expiration of this Agreement shall not affect rights or obligations under this Article.

7.3 Allocation of Rights

7.3.1 Each Party shall 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 Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

7.3.2 Rights to all forms of intellectual property, other than those rights described in Paragraph 7.3.1 above, shall be allocated as follows:

(i) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.

(ii) (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third

countries will be determined in implementing annexes. If research is not designated as "joint research" in the relevant implementing annexes, rights to intellectual property arising from the research will be allocated in accordance with 7.3.2 (i) above. In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.

- (b) Notwithstanding paragraph 7.3.2(ii)(a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.

7.4 Business-Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall 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, 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.

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ARTICLE 8
MANAGEMENT

8.1 To supervise the execution of this Agreement, each Party shall name a Principal Coordinator. As deemed necessary, the Principal Coordinators shall meet to evaluate the status of cooperation under this Agreement, including:

(i) a review of the achievements, problems, and effectiveness of the activities under this Agreement; and

(ii) a review of future program opportunities and objectives with the goal of improving the cooperation.

These meetings shall be held alternately in the United States and Poland, or may be held at a third location if mutually agreed.

8.2 If the Parties agree, the Principal Coordinators may designate Technical Coordinators from each Party to propose specific programs of cooperation and to manage programs of cooperation approved by the Principal Coordinators. The Technical Coordinators also shall be responsible for the working contacts between the Parties on programs of cooperation initiated under this Agreement.

ARTICLE 9
AVAILABLE INFORMATION

9.1 Each Party may make available to the other information, either in its possession or available to it, which it has the right to disclose in the field of hazardous waste management and environmental restoration.

9.2 Information transmitted by one Party to the other Party under this Agreement 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.

ARTICLE 10
COSTS

Unless otherwise agreed to by the Parties in writing, any costs resulting from cooperation under this Agreement shall be the responsibility of the Party that incurs them.

ARTICLE 11
ADDITIONAL ORGANIZATIONS

Other governmental agencies and institutions of the Parties may be invited by agreement of the Parties to participate at their own expense, unless otherwise agreed, in projects and programs being carried out under this Agreement.

ARTICLE 12
APPLICABLE LAW

Each Party shall conduct the activities provided for in this Agreement and its Annexes in accordance with its applicable laws and regulations. Activities and obligations in this Agreement shall be subject to the availability of personnel, resources, and appropriated funds.

ARTICLE 13
GENERAL PROVISIONS

- 13.1 Each Party shall endeavor to facilitate entry into and exit from its territory of personnel and equipment of the other Party, used in activities under this Agreement.
- 13.2 Each Party shall endeavor to ensure prompt and efficient access of persons of the other Party participating in cooperative activities under this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers as needed to carry out such activities.

ARTICLE 14
FINAL PROVISIONS

- 14.1 This Agreement shall enter into force upon signature and shall continue in force for 5 years. The Agreement may be amended or extended by written agreement of the Parties.
- 14.2 All activities initiated but not completed at the expiration of this Agreement may be continued, upon written agreement of the Parties, until their completion as if this Agreement were still in effect.
- 14.3 This Agreement may be terminated at any time at the discretion of either Party upon 6 months advance notification in writing by the Party seeking to terminate this Agreement.

Done at Washington, DC, this 21st day of August, 1995 in the English and Polish languages, each being equally authentic.



~~FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA~~



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OF INDUSTRIAL AREAS, OF THE
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