

**Generation IV International Forum**  
**Memorandum of Understanding**  
**for**  
**Collaboration on**  
**The Lead-Cooled Fast Reactor**  
**Nuclear Energy System**

The Participants, being entities which sign this Memorandum of Understanding (MOU),

**CONSIDERING** that the Generation IV International Forum (hereinafter referred to as the "GIF") was created in July 2001 as a framework for international collaboration in research and development for the next generation of nuclear energy systems;

**CONSIDERING** that GIF members have created a standing governance structure composed of a Policy Group (hereinafter referred to as the "PG"), Experts Group, and Secretariat, to implement the Charter;

**CONSIDERING** that the Generation IV Lead-Cooled Fast Reactor (LFR) System has been identified as a promising next-generation nuclear energy system in the GIF's "A Technology Roadmap for Generation IV Nuclear Energy Systems: Technical Roadmap Report" (December 2002);

**DESIRING** to establish a framework to foster the Participants' collaboration on the LFR System;

**NOTING** the Framework Agreement for International Collaboration on Research and Development of Generation IV Nuclear Energy Systems of 28 February 2005 (hereinafter referred to as the "Framework Agreement");

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

## ***Section 1*** **Objective**

The purpose of this MOU is to establish a framework for collaboration among the Participants for preparatory works for the research and development activities to be conducted under a future System Arrangement and a Project Arrangement for the LFR System until that System Arrangement will be made, to:

- share information on topics related to the development of LFRs;
- coordinate the various research activities performed separately by the Participants; and
- plan the development work necessary to establish the viability and to optimize the performance of the LFR System, and to facilitate (but not to undertake) the eventual demonstration of the LFR System.

## ***Section 2*** **Areas of Collaboration**

The Participants intend to conduct the following activities under this MOU:

- exchange of information and data on LFR technology and programs , in accordance with Section 4 of this MOU;
- coordination of research activities performed separately by the Participants on LFR technology, with the ultimate goal of optimizing them;
- completion of separately-agreed analyses or studies related to the development of a technology pilot plant/demonstrator intended to support the development of the separate LFR concepts sponsored by Participants;
- exchange or loan of samples, and materials, in accordance with an appropriate written arrangement therefore between the Participants concerned;
- organization of, and participation in, seminars, workshops, scientific conferences and other meetings; and
- such other activities as the Participants may mutually determine in writing.

## ***Section 3*** **Management**

The Participants intend to establish a Provisional System Steering Committee with one representative from each Participant's organization to coordinate the implementation of the activities identified in this MOU.

**Section 4**  
**Treatment of Information**

- 4.1 The Participants do not intend to create or transfer any intellectual property under this MOU. If the Participants determine that a particular cooperative activity may lead or has led to the creation of intellectual property, the Participants concerned intend to consult with each other and make appropriate written arrangements for the protection and allocation of such intellectual property, taking into account the principles stated in GIF Policy Statement 2005-2, Intellectual Property Rights and Information Exchanges, approved 26 January 2005.
- 4.2 Each Participant intends to maintain the confidentiality of any Business-Confidential Information it receives from another Participant. Any information exchanged between Participants in the framework of this MOU remains the property of the providing Participant.
- 4.3 As used herein, Business-Confidential Information means any type of information (a) disclosed and/or made available by one Participant (the "Disclosing Participant") to another Participant (the "Receiving Participant"), and properly designated as "Business-Confidential" by the Disclosing Participant; (b) whether disclosed orally or in writing; (c) regardless of the medium (including, but not limited to, paper, magnetic, digital medium); and (d) regardless of its nature, whether scientific, technical, legal, accounting, financial, or commercial. Business-Confidential Information may include, without limitation, any sample, prototype, product, chart, plan, data and/or process, whether patentable or not.
- 4.4 Business-Confidential Information does not include information:
- 4.4.1 that at the date of disclosure to the Receiving Participant, was already in the Receiving Participant's possession, provided that it was not in breach of any legal obligation, or
  - 4.4.2 that was independently developed in good faith by members of the Receiving Participant's staff, or
  - 4.4.3 that was lawfully received from a third party not subject to any obligation of confidentiality, or
  - 4.4.4 that was publicly available at the time of communication by the Disclosing Participant, or that became so after the communication through no error on the part of the Receiving Participant, or
  - 4.4.5 for which disclosure is required by law or regulation, or a final decision of a court.
- 4.5 Each Participant should use the Business-Confidential Information received from the other Participant solely for the purposes of this MOU and should disclose it only to its staff or contractors who have a need to know such Business-Confidential Information for the purposes of this MOU.

**Section 5**  
**General Provisions**

- 5.1 This MOU does not create any legally binding obligations between or among the Participants.
- 5.2 Each Participant should conduct the activities contemplated by the MOU in accordance with applicable laws and regulations to which it is subject, and international agreements to which it or its government is party.
- 5.3 Unless otherwise determined in writing, each Participant is responsible for the costs it incurs in conducting the cooperative activities under this MOU.

**Section 6**  
**Commencement, Modification, and Duration**

- 6.1 Cooperation under this MOU may begin at the date of the last signature, and continue (subject to paragraph 6.3) until the effective date of a System Arrangement for the LFR System under Article IV of the Framework Agreement.
- 6.2 This MOU may be modified at any time by the Participants' mutual consent in writing.
- 6.3 The Participants may discontinue this MOU at any time by mutual consent in writing. A Participant that wishes to discontinue its cooperation under this MOU should endeavour to provide at least 90 days advance written notice to the other Participants.

**Section 7**  
**Signatories**

- 7.1 For each GIF member, this MOU may be signed by its Implementing Agent as listed in the Annex to the Framework Agreement, or by any other organization of this GIF member. In this latter case, prior consent of a corresponding PG member is required.

**Director General of the JRC,  
European Commission**

**Director of the Center for Research  
into Innovative  
Nuclear Energy Systems,  
Tokyo Institute of Technology**

  
**R. SCHENKEL**

  
**H. SEKIMOTO**

Date: 15/11/2010

Date: 22/11/2010

The following Signatory is a new Participant from the date of its signature:

**Deputy Director General  
of ROSATOM**

A handwritten signature in black ink, appearing to read 'V. Pershukov', written in a cursive style.

**V. PERSHUKOV**

Date: 18/07/11