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Conformément au règlement (CEE, Euratom) n° 354/83 du Conseil du 1er février 1983 concernant l'ouverture au public des archives historiques de la Communauté économique européenne et de la Communauté européenne de l'énergie atomique (JO L 43 du 15.2.1983, p. 1), tel que modifié par le règlement (CE, Euratom) n° 1700/2003 du 22 septembre 2003 (JO L 243 du 27.9.2003, p. 1), ce dossier est ouvert au public. Le cas échéant, les documents classifiés présents dans ce dossier ont été déclassifiés conformément à l'article 5 dudit règlement.

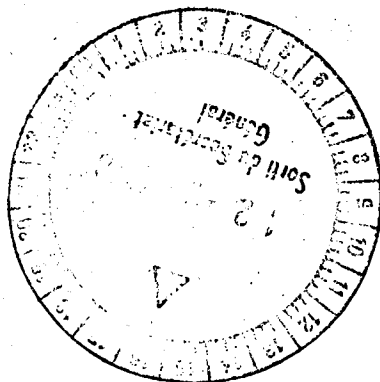
In accordance with Council Regulation (EEC, Euratom) No 354/83 of 1 February 1983 concerning the opening to the public of the historical archives of the European Economic Community and the European Atomic Energy Community (OJ L 43, 15.2.1983, p. 1), as amended by Regulation (EC, Euratom) No 1700/2003 of 22 September 2003 (OJ L 243, 27.9.2003, p. 1), this file is open to the public. Where necessary, classified documents in this file have been declassified in conformity with Article 5 of the aforementioned regulation.

In Übereinstimmung mit der Verordnung (EWG, Euratom) Nr. 354/83 des Rates vom 1. Februar 1983 über die Freigabe der historischen Archive der Europäischen Wirtschaftsgemeinschaft und der Europäischen Atomgemeinschaft (ABl. L 43 vom 15.2.1983, S. 1), geändert durch die Verordnung (EG, Euratom) Nr. 1700/2003 vom 22. September 2003 (ABl. L 243 vom 27.9.2003, S. 1), ist diese Datei der Öffentlichkeit zugänglich. Soweit erforderlich, wurden die Verschlussachen in dieser Datei in Übereinstimmung mit Artikel 5 der genannten Verordnung freigegeben.

COMMISSION DES COMMUNAUTES EUROPEENNES

COM(78) 683 final

Bruxelles, le 11 décembre 1978



RELATIONS EXTERIEURES DE LA COMMUNAUTE EN
MATIERE DE RECHERCHE ET DE DEVELOPPEMENT.

(Communication de la Commission au Conseil)

COM(78) 683 final.

COMMUNICATION DE LA COMMISSION AU CONSEIL

1. Le 24 juin et le 6 juillet 1976 a été conclu par échange de lettres un accord entre la Communauté européenne de l'énergie atomique (EURATOM) et la Communauté économique européenne, d'une part, et l'Agence internationale de l'énergie (AIE), d'autre part, relatif à la coopération dans le domaine de la recherche et du développement en matière d'énergie.

Aux termes de cet accord, les Communautés européennes ont indiqué leur intention de négocier, cas par cas, leur participation aux "accords de mise en oeuvre" (Implementing Agreements) à conclure sous l'égide de l'Agence, et qui seraient de nature à contribuer à la réalisation des objectifs de recherche et de développement des Communautés européennes. Pour sa part, l'AIE a pris note de cette intention, et a confirmé qu'une telle participation était ouverte à la Communauté européenne.

En application de cet accord, ont été conclus :

- un "accord de mise en oeuvre" de l'échange d'informations techniques dans le domaine de la recherche et du développement sur la sécurité des réacteurs ;
- un "accord de mise en oeuvre" d'un programme de recherche et de développement pour la construction d'une source intense de neutrons ;
- un "accord de mise en oeuvre" visant à développer et à tester les systèmes de chauffage et de refroidissement utilisant l'énergie solaire ;
- un "accord de mise en oeuvre" d'un programme de recherche et de développement pour la production d'hydrogène à partir de l'eau ;
- un "accord de mise en oeuvre" d'un programme de recherche et de développement sur les interactions plasma-parois dans Textor ;
- un "accord de mise en oeuvre" d'un programme de recherche et de développement sur les bobinages supraconducteurs pour la fusion.

2. Les accords de mise en oeuvre constituent des "accords-chapeaux" fixant les règles d'exécution des tâches de R & D décrites dans les annexes desdits accords. Il est précisé à l'article 2(a) qu'au moment de la signature d'un accord de mise en oeuvre, chaque partie contractante devra confirmer son intention de participer aux tâches proposées dans cet accord.

3. Conformément aux indications données ci-dessus, la Commission a déjà signé l'accord de mise en oeuvre d'un programme de R & D sur la production d'hydrogène à partir de l'eau, et participe aux trois premières tâches de cet accord. Ces tâches sont les suivantes :

- Annexe I : Evaluation d'ingénierie chimique de processus thermochimiques ;

Annexe II : Interface entre les réacteurs à haute température (HTR) et l'installation thermochimique (TCP) ;

Annexe III : Evaluation des marchés futurs potentiels pour la production d'hydrogène à partir de l'eau.

Le Conseil trouvera dans le document ci-joint deux tâches complémentaires (constituant les annexes IV et V) de l'accord, qui sont soumises, par le comité exécutif de l'accord de mise en oeuvre, à la Communauté pour signature. Ces tâches sont les suivantes :

- a) développement de méthodes avancées d'électrolyse de l'eau en solution alcaline ou avec des électrolytes solides polymériques (annexe IV) ;
- b) électrolyse de la vapeur d'eau à l'aide d'électrolytes solides (annexe V).

4. La Commission considère que la participation de la Communauté économique européenne aux annexes IV et V se justifie par les raisons suivantes.

Dans le programme de R & D concernant l'utilisation et la production d'hydrogène, les aspects traitant de l'électrolyse constituent un élément important des efforts déployés par la Communauté pour mettre au point de nouvelles technologies de l'énergie. Les deux annexes IV et V du projet AIE portent dans la même mesure sur les recherches sur l'électrolyse en solution alcaline et à haute température, qui non seulement complètent les recherches effectuées dans le cadre du programme propre de la Communauté, mais fournissent aussi une quantité importante de données complémentaires, qui constitueront une aide dans la poursuite des objectifs de recherche de la Communauté. En outre, à l'annexe IV, les travaux effectués dans le domaine de l'électrolyse à l'aide d'électrolytes polymériques solides (SPE) compléteront en grande partie le programme plus limité de la Communauté dans ce domaine.

5. En ce qui concerne les problèmes de l'information et de la propriété intellectuelle, la Commission considère que les dispositions adoptées aux annexes IV et V sont acceptables. En effet, ces dispositions prévoient, en ce qui concerne les connaissances acquises dans le cadre de la coopération envisagée dans ces annexes, que les ressortissants de tous les Etats membres pourront, par suite de la participation de la Commission, obtenir des licences sur les inventions et des informations sur les droits de propriété. Cependant, en ce qui concerne la documentation antérieure, et afin d'assurer le maintien de l'équilibre entre les avantages et les obligations, les ressortissants de pays membres de la Communauté ne participant pas au programme ne pourront obtenir communication de la documentation antérieure que s'ils acceptent de communiquer celle qu'ils détiennent, condition qui a été acceptée par tous les participants aux annexes, y compris les Etats membre de la Communauté qui participent pour leur propre compte.

Il a été finalement reconnu que l'objectif de la participation de la Commission à ces annexes est de servir les intérêts de la Communauté dans son ensemble, et n'est pas lié aux avantages particuliers acquis par certains Etats membres de la Communauté, qui assurent leur propre contribution directe à ces annexes.

6. En ce qui concerne l'aspect financier, la contribution des participants consiste pour chaque annexe en une tâche, dont le coût leur incombe. La Commission propose, à titre de contribution, de communiquer dans chaque cas les résultats pertinents des recherches effectuées en grande partie sous contrat pour la Commission, dans le cadre du programme de R & D sur l'utilisation et la production d'hydrogène (action indirecte). Le centre commun de recherche apportera cependant une contribution réduite dans le cadre de son propre programme de R & D. Le coût total des recherches correspondant à la contribution de la Communauté est évalué à environ 2.582.000 UC pour l'annexe IV, et 309.000 UC pour l'annexe V, dont 55 % et 50 % respectivement seront financés par la Commission.

Les contractants ont approuvé la participation de la Commission.

7. Comme la Commission l'a déjà indiqué dans les conclusions de l'accord de mise en oeuvre relatif à un programme visant à développer et à tester des systèmes de chauffage et de refroidissement utilisant l'énergie solaire (1), avant de signer de tels accords, elle informera à l'avenir le Conseil de son intention de signer ces accords, et tiendra compte de tous les commentaires que le Conseil pourrait avoir à formuler.

8. En conclusion, la Commission informe le Conseil de son intention de participer aux deux tâches complémentaires, sous la forme des annexes IV et V élaborées pour l'accord de mise en oeuvre d'un programme de R & D dans le domaine de la production d'hydrogène à partir de l'eau.

(1) Décision du Conseil du 18 juillet 1977 (R/1615/77 ATO 62)

ANNEX IV

ADVANCED ALKALINE AND SOLID POLYMER WATER
ELECTROLYSIS DEVELOPMENT

1. OBJECTIVES

(a) Advanced Alkaline Water Electrolysis Development.

The objective of the work to be carried out in this area is to perform basic and applied research to be used by Participants for the development of advanced alkaline electrolysis plants.

(b) Solid Polymer Electrolyte (SPE) Water Electrolysis Development.

The objective of the work to be carried out in this area is to develop basic technology elements such as materials, electrocatalysis and electrolyte materials and to evaluate their performance for extended periods of time under large scale industrial conditions. As a result of the SPE development programme a demonstration module will be designed, developed and tested to meet some specified requirements.

2. MEANS

(a) Advanced Alkaline Water Electrolysis Development.

Each Participant will, in accordance with the following Table, be responsible for carrying out one or more of the Sub-Tasks indicated below:-

- (1) Selection and evaluation of separator materials for high temperature operation (100-200°C);
- (2) Long-term testing of selected separator materials in large-scale equipment;
- (3) Selection and evaluation of electrocatalysts for the Hydrogen and Oxygen Electrode Reactions;
- (4) Long-term testing of selected electrocatalysts in commercial equipment;
- (5) Selection and evaluation of electrode materials and current collectors;
- (6) Selection and evaluation of structural materials;
- (7) Investigations on cell gas and fluid dynamics;
- (8) Optimization of gas-liquid separators.

An overview of the participation in this task is presented in Table I.

TABLE 1

C O U N T R I E S

ADVANCED ALKALINE WATER ELECTROLYSIS DEVELOPMENT

TASK TITLES	BELGIUM	CANADA	E.E.C.	ITALY	JAPAN	NETHERLANDS	SWITZERLAND	UNITED KINGDOM	UNITED STATES
1.1 Selection and Evaluation of Separator Materials for High Temperature Operation 100-200°C		X	X	X	X				X
1.2 Long Term Testing of Promising Separator Materials in Large-Scale Equipment		X		X					X
1.3 Selection and Evaluation of Electrocatalysts for the Hydrogen and Oxygen Electrode Reactions	X	X	X	X	X			X	X
1.4 Long Term Testing of Promising Electrocatalysts in Commercial Equipment		X		X				X	
1.5 Selection and Evaluation of Electrode Materials and Current Collectors	X		X	X		X		X	X
1.6 Selection and Evaluation of Construction Materials (e.g., gaskets, seals, container materials)				X					X
1.7 Investigation of Cell Gas and Fluid Dynamics			X			X			
1.8 Optimization of Gas-Liquid Separators	X		X						

NET MAN. YEARS

5 3,5 16 8 4 1 * 2 5 TOTAL:44,5

* subject to review

(b) Solid Polymer Electrolyte (SPE) Water Electrolysis Development. Each Participant will, in accordance with the following Table, be responsible for carrying out one or more of the Sub-Tasks indicated below:-

- (1) R and D on improved membranes;
- (2) R and D on electrode materials;
- (3) Investigations on electrocatalysts for hydrogen and oxygen electrode reactions;
- (4) Design and construction of 2 100 KW cell units;
- (5) Testing of the 2 100 KW cell units (one in USA, one in Europe);
- (6) Design and construction of an advanced 100 KW cell unit;
- (7) Design, construction and testing of a plant system, to prove the feasibility of meeting the following conditions:

Operating temperature	150°C
Pressure	40 atm
Anode over voltage	200 mv at 10,000 A/m ²
Overall system efficiency	85% (HHV of H ₂ produced/electrical power input)
System capital cost	100\$/kw (equivalent HHV of H ₂ produced)
Minimum module life	40,000 hours
System life	20 years

An overview of the participation in this task is presented in Table 2.

TABLE 2

C O U N T R I E S

SOLID POLYMER ELECTROLYTE (SPE) WATER
ELECTROLYSIS DEVELOPMENT

TASK TITLES

	BELGIUM	CANADA	E.E.C.	ITALY	JAPAN	UNITED STATES
2.1 R&D on Improved Membranes	X	X	X	X		X
2.2 R&D on Electrode Materials			X	X	X	X
2.3 Electrocatalysts for H ₂ and O ₂ Evolution	X	X	X	X	X	X
2.4 Design and Fabrication of 100 KW System - 2 Units	X		X	X		
2.5 Testing of 100 KW System (2.4 and 2.6)			X	X		
2.6 Design and Fabrication of Advance 100 KW System						
2.7 Process System and Process Plant Design	X					

NET MAN YEARS

5 1 6 8 3 10 TOTAL:33

(c) Within the first year of the implementation of this Annex, each Participant will provide to the Operating Agent publications in its possession which have relevance to the objectives of this Task. In addition, each Participant will provide to the Operating Agent copies of such internal reports and working papers resulting from the work outlined in paragraphs 2(a) and 2(b) as may be of interest to the other Participants. Further, each Participant on an annual basis will prepare a progress report on its work underway and submit it to the Operating Agent.

(d) The Operating Agent will compile and submit to the Executive Committee a work programme for the first year. The Executive Committee, acting by unanimity, shall approve a work programme for the first year, no later than three months after signature of this Annex. The work programme (including patent considerations) will outline the respective contributions of each Participant for accomplishing the objectives of the Task.

(e) At the end of the first and second years, a 3-4 day workshop will be held to discuss progress reports and to formulate the next year's detailed work programme. Organization of the workshop shall be the responsibility of the Operating Agent.

(f) Each participant will designate a person to be available to the Operating Agent as the technical contact point for each of the Sub-Tasks undertaken by the Participant pursuant to paragraphs 2(a) and 2(b).

(g) Exchange of researchers between the Participants is anticipated. The initiation of such exchanges will be left to the interested experts of the Participants under detailed arrangements to be agreed upon. The Participants will advise the Operating Agent of all such exchanges, as they occur, and the Operating Agent will compile and distribute to Participants regular reports on such exchanges.

3. TIME SCHEDULE

This is envisioned as a three-year programme to begin on or about 1st January 1979. Annual workshops are planned.

4. RESULTS

The results of these co-operative activities will be:-

(a) Copies of all publications, internal reports and working papers which have been submitted to the Operating Agent in accordance with paragraph 2(c) will be compiled and distributed by the Operating Agent to all Participants, on a regular basis.

(b) At the end of each year and prior to the annual workshop, the Operating Agent will reproduce, collate, and distribute copies of the progress reports prepared by each Participant to all Participants, which will then be used as a basis for discussion at the workshops.

(c) A final report will be prepared by the Operating Agent.

5. RESPONSIBILITIES OF THE OPERATING AGENT

In addition to the responsibilities described in paragraphs 2 and 4 above, the Operating Agent will be responsible for the overall management of this Annex and for implementing actions required by the Executive Committee.

6. BUDGET

(a) Each Participant will bear its own costs in carrying out the Task, including costs of reporting and travel expenses of representatives.

(b) The cost of meeting organization shall be borne by the host country.

7. OPERATING AGENT

The United States Department of Energy acting through the Brookhaven National Laboratory.

8. INFORMATION AND INTELLECTUAL PROPERTY

(a) Executive Committee's Powers. The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Annex shall be determined by the Executive Committee acting by unanimity, in conformity with this Agreement.

(b) The Right to Publish. Subject only to patent and copyright restrictions, the Annex IV Participants shall have the right to publish all information provided to or arising from Annex IV except proprietary information.

(c) Proprietary Information. The Annex IV Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information, provided to or arising from the programme. For the purpose of this paragraph proprietary information shall mean information of a confidential nature such as trade secrets and know-how, (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes or treatment) which is appropriately marked, provided such information:

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligations concerning its confidentiality; and
- (3) Is not already in the possession of the recipient Annex IV Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Annex IV Participant supplying proprietary information and of the Operating Agent in respect of the arising proprietary information to identify the information as such and to ensure that it is properly marked.

(d) Identification of Information by Governments. The Operating Agent shall encourage the governments of all Agency Participating Countries to make available or identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

(e) Identification of Information by Participants. The Annex IV Participants shall identify to the Operating Agent all pre-existing information, and information developed independently of their undertakings in Annex IV, known to the Annex IV Participants which is relevant to the Task and which:

(1) Can be made available to the Task without contractual or legal limitations.

(2) Will or can only be made available to the Task with contractual or legal limitations.

(f) Reports on Work Performed under the Task. The Operating Agent shall provide reports on all work performed under this Task and the results thereof, other than proprietary information, to the Executive Committee.

(g) Arising Inventions. Inventions made or conceived in the course of or under this Task (arising inventions) shall be owned in all countries by the inventing Annex IV Participant. Information regarding inventions on which patent protection is to be obtained by an Annex IV Participant shall not be published or publicly disclosed by the other Annex IV Participant until a patent application has been filed, provided, however, that this restriction on publication or distribution shall not be extended beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Annex IV Participant or of the Operating Agent to appropriately mark reports which disclose inventions which have not been appropriately protected by the filing of a patent application.

(h) License of Proprietary Information and Patents Needed for Task. Each Annex IV Participant agrees to license all pre-existing proprietary information and pre-existing patents solely owned or controlled by it which are necessary for use in the Task, and all arising proprietary information and inventions covered by patents to any other Annex IV Participant for use in its undertakings in Annex IV only at no cost to the other Participant. If such proprietary information or patents are partially owned or controlled by an Annex IV Participant, then efforts shall be made by the Annex IV Participant to reduce or eliminate as far as possible the benefits that might accrue to it.

(i) License of Proprietary Information and Patents for Other Reasons. Each Annex IV Participant agrees to license all pre-existing proprietary information and patents solely owned or controlled by it which are necessary for practising the results of the undertakings in Annex IV and which have been utilized in the Task, and all arising proprietary information and inventions covered by patents to the other Annex IV Participants, their governments and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all countries for hydrogen production.

The Annex IV Participants agree to license all arising proprietary information and inventions covered by patents to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their energy needs.

(j) Copyrights. Each Annex IV Participant may and the Operating Agent shall take appropriate measures necessary to protect copyrightable material generated under the Task. Copyrights obtained shall be the property of the Annex IV Participant or the Operating Agent, provided, however, that other Annex IV Participants may reproduce and distribute such material but shall not publish it with a view to profit.

(k) Inventors and Authors. Each Annex IV Participant will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this Article. Each Annex IV Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(l) Determination of "National". The Executive Committee may establish guidelines to determine what constitutes a "national" of a Participant. In view of the participation of the Commission of the European Communities, any Member State of the European Communities which is not a Participant under this Annex IV shall be understood to be included as governments and countries in sub-paragraph (i) of this paragraph for purposes of entitlement to a license for arising proprietary information and inventions. Such Member State and its designated nationals who wish to avail themselves of a license for pre-existing proprietary information and patents under sub-paragraph (i) above may elect to do, but must make available at the time of election their proprietary information and patents developed under their programmes which are useful in practicing the Task results under the terms and conditions stated in sub-paragraph (i) above to Annex IV Participants, their governments and the nationals of their respective countries designated by them.

9. PARTICIPANTS IN THIS ANNEX

The Contracting Parties which are Participants in this Annex are the following:-

The Centre d'Etude de l'Energie Nucléaire (Belgium)

The Department of Energy Mines & Resources (Canada)

The Commission of the European Communities

The Comitato Nazionale per l'Energia Nucleare (Italy)

The Government of Japan

The Naamlooze Vennootschap DSM (Netherlands)

The Government of Switzerland

The Government of the United Kingdom

The Department of Energy (United States of America),

ANNEX V

SOLID OXIDE WATER VAPOUR ELECTROLYSIS

1. OBJECTIVES

The objective of this Task is the design, development and demonstration of the engineering feasibility of a small pre-prototype high temperature solid electrolyte water electrolyzer module - (consisting of an assembly of cells in series, connected in parallel banks) - which should be suitable for scaling to larger commercial sizes and able to sustain a life test simulating commercial operation conditions.

2. MEANS

(a) Each participant will, in accordance with the following Table, be responsible for carrying out one or more of the Sub-Tasks indicated below:-

- (1) Selection, evaluation and determination of the possibility to fabricate electrode materials compatible with electrolyte and interconnection materials;
- (2) Selection, fabrication and testing of interconnection materials;
- (3) Design, development, testing and fabrication of multi-cells (3 to 100 cells);
- (4) Development of a conceptual design of a pre-prototype module, and of the related processing steps for its fabrication;
- (5) Design and construction of one or more pre-prototype electrolyzer module(s) and its (or their) testing both as electrolyzer and as fuel cells;
- (6) Testing and evaluation of the possible lifetime of cell components.

An overview of the participation is presented in Table 3.

TABLE 3

SOLID OXIDE WATER VAPOR ELECTROLYSIS DEVELOPMENT

C O U N T R I E S

TASK TITLES	CANADA	E.E.C.	GERMANY	ITALY	SWITZERLAND	UNITED KINGDOM	UNITED STATES
3.1 R&D On Electrolytes	X	X	X	X		X	X
3.2 R&D on Electrode Materials		X	X	X		X	X
3.3 R&D on Interconnection Materials			X	X		X	X
3.4 Multi-Cell Design and Fabrication			X	X			X
3.5 Process Design			X	X			X
3.6 Design and Fabrication of Prototype - 2 Units			X	X			

NET MAN YEARS

0,5 2,5 2 4 * ** ***
35 6 TOTAL:50

* subject to review

** past work

*** including 35 man years past work OK;
without past work total is 15 man years

(b) Within the first year of the implementation of this Annex, each Participant will provide to the Operating Agent publications in its possession which have relevance to the objectives of this Task. In addition, each Participant will provide to the Operating Agent copies of such internal reports and working papers resulting from the work outlined in paragraph 2(a) as may be of interest to the other Participants. Further, each Participant on an annual basis will prepare a progress report on its work underway and submit it to the Operating Agent.

(c) The Operating Agent will compile and submit to the Executive Committee a work programme for the first year. The Executive Committee, acting by unanimity, shall approve a work programme for the first year, no later than three months after signature of this Annex. The work programme (including patent considerations) will outline the respective contributions of each Participant for accomplishing the objectives of the Task.

(d) At the end of the first and second years, a 3-4 day workshop will be held to discuss progress reports and to formulate the next year's detailed work programme. Organization of the workshop shall be the responsibility of the Operating Agent.

(e) Each Participant will designate a person to be available to the Operating Agent as the technical contact point for each of the Sub-Tasks undertaken by the Participant pursuant to paragraph 2(a).

(f) Exchange of researchers between the Participants is anticipated. The initiation of such exchanges will be left to the interested experts of the Participants under detailed arrangements to be agreed upon. The Participants will advise the Operating Agent of all such exchanges, as they occur, and the Operating Agent will compile and distribute to Participants regular reports on such exchanges.

3. TIME SCHEDULE

This is envisioned as a three year programme to begin on or about 1st January 1979. Annual workshops are planned.

4. RESULTS

The results of these co-operative activities will be:

(a) Copies of all publications, internal reports and working papers which have been submitted to the Operating Agent in accordance with paragraph 2(b) will be compiled and distributed by the Operating Agent to all Participants, on a regular basis.

(b) At the end of each year and prior to the annual workshop, the Operating Agent will reproduce, collate, and distribute copies of the progress reports prepared by each Participant to all Participants, which will then be used as a basis for discussion at the workshops.

(c) A final report will be prepared by the Operating Agent.

5. RESPONSIBILITIES OF THE OPERATING AGENT

In addition to the responsibilities described in paragraphs 2 and 4 above, the Operating Agent will be responsible for the overall management of this Annex and for implementing actions required by the Executive Committee.

6. BUDGET

(a) Each Participant will bear its own costs in carrying out the Task, including costs of reporting and travel expenses of representatives.

(b) The cost of meeting organization shall be borne by the host country.

7. OPERATING AGENT

..... (*)

(*) Confirmation of the Operating Agent is to be expected in the next few weeks.

.../...

8. INFORMATION AND INTELLECTUAL PROPERTY

(a) Executive Committee's Powers. The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Annex shall be determined by the Executive Committee acting by unanimity, in conformity with this Agreement.

(b) The Right to Publish. Subject only to patent and copyright restrictions, the Annex V Participants shall have the right to publish all information provided to or arising from Annex V except proprietary information.

(c) Proprietary Information. The Annex V Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information, provided to or arising from the programme. For the purpose of this paragraph proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes or treatment) which is appropriately marked, provided such information:

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligations concerning its confidentiality; and
- (3) Is not already in the possession of the recipient Annex V Participant without obligation concerning its confidentiality.

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(d) Identification of Information by Governments. The Operating Agent shall encourage the governments of all Agency Participating Countries to make available or identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

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- (1) Can be made available to the Task without contractual or legal limitations.
- (2) Will or can only be made available to the Task with contractual or legal limitations.

(f) Reports on Work Performed under the Task. The Operating Agent shall provide reports on all work performed under this Task and the results thereof, other than proprietary information, to the Executive Committee.

(g) Arising Inventions. Inventions made or conceived in the course of or under this Task (arising inventions) shall be owned in all countries by the inventing Annex V Participant. Information regarding inventions on which patent protection is to be obtained by an Annex V Participant shall not be published or publicly disclosed by the other Annex V Participant until a patent application has been filed, provided, however, that this restriction on publication or distribution shall not be extended beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Annex V Participant or of the Operating Agent to appropriately mark reports which disclose inventions which have not been appropriately protected by the filing of a patent-application.

(h) License of Proprietary Information and Patents Needed for Task. Each Annex V Participant agrees to license all pre-existing proprietary information and pre-existing patents solely owned or controlled by it which are necessary for use in the Task, and all arising proprietary information and inventions covered by patents to any other Annex V Participant for use in its undertakings in Annex V only at no cost to the other Participant. If such proprietary information or patents are partially owned or controlled by an Annex V Participant, then efforts shall be made by the Annex V Participant to reduce or eliminate as far as possible the benefits that might accrue to it.

(i) License of Proprietary Information and Patents for Other Reasons. Each Annex V Participant agrees to license all pre-existing proprietary information and patents solely owned or controlled by it which are necessary for practicing the results of the undertakings in Annex V and which have been utilized in the Task, and all arising proprietary information and inventions covered by patents to the other Annex V Participants, their governments and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all countries for hydrogen production.

The Annex V Participants agree to license all arising proprietary information and inventions covered by patents to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their energy needs.

(j) Copyrights. Each Annex V Participant may and the Operating Agent shall take appropriate measures necessary to protect copyrightable material generated under the Task. Copyrights obtained shall be the property of the Annex V Participant or the Operating Agent, provided, however, that other Annex V Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

(k) Inventors and Authors. Each Annex V Participant will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this Article. Each Annex V Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(l) Determination of "National". The Executive Committee may establish guidelines to determine what constitutes a "national" of a Participant. In view of the participation of the Commission of the European Communities, any Member State of the European Communities which is not a Participant under this Annex V shall be understood to be included as governments and countries in sub-paragraph (i) of this paragraph for purposes of entitlement to a license for arising proprietary information and inventions. Such Member State and its designated nationals who wish to avail themselves of a license for pre-existing proprietary information and patents under sub-paragraph (i) above may elect to do, but must make available at the time of election their proprietary information and patents developed under their programmes which are useful in practicing the Task results under the terms and conditions stated in sub-paragraph (i) above to Annex V Participants, their governments and the nationals of their respective countries designated by them.

9. PARTICIPANTS IN THIS ANNEX

The Contracting Parties which are Participants in this Annex are the following:-

The Department of Energy Mines & Resources (Canada)

The Commission of the European Communities

The Kernforschungsanlage Jülich GmbH (Germany)

The Comitato Nazionale per l'Energia Nucleare (Italy)

The Government of Switzerland

The Government of the United Kingdom

The Department of Energy (United States of America).