

Data Access Agreement
Between
Pacific Northwest National Laboratory (PNNL)
and
National Data Center (NDC)

FOR
Data Sharing
Version 1
September 2022

A. PURPOSE

This Access Agreement (hereinafter “the Agreement”) is to establish a data sharing agreement between Pacific Northwest National Laboratory (hereinafter “PNNL”), operated by Battelle Memorial Institute for the U. S. Department of Energy under Prime Contract No DE-AC05-76RL01830, and the National Data Center (NDC), and hereinafter collectively referred to as the “Parties.”

The purpose of this Agreement is to formalize the roles between the Parties on sharing and utilization of data collected by PNNL and the nuclear facility as part of the Source Term Analysis of Xenon (STAX) project.

B. Background

There are almost 20 medical isotopes production (MIP) facilities around the world which emit radioactive xenon as a byproduct, and the number of such facilities is expected to grow in the future. This radionuclide presents a challenge to interpretation of International Monitoring System (IMS) Noble Gas network signals as MIP emissions may temporarily blind an IMS station or mix into a potential signal from an underground nuclear explosion conducted in violation of the Comprehensive Nuclear-Test-Ban Treaty (CTBT). In order to support the discrimination of the possible CTBT-relevant signals from MIP emissions, it is crucial to obtain the emissions data.

The Source Term Analysis of Xenon (STAX) project will provide MIP facilities with stack detector equipment to measure treaty relevant isotopes releases in exchange for sharing of an experimental data flow. Data collected for this project will be used to develop methods for data transfer and data processing that will ultimately be transferred to the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO PrepCom) for incorporation.

C. OBJECTIVES

The objective of this Agreement is to establish the following roles and responsibilities in the access to treatment of treaty relevant isotope data from the nuclear facility outlined, which may include, but not be limited to, the following, as listed by party:

PNNL

1. PNNL has installed STAX detector equipment at the nuclear facility to conduct automatic measurements over the period of the study and has developed software for the detector system that allows automated transfer of data from equipment installed at the nuclear facility to the

STAX data repository hosted by PNNL. PNNL intends to ensure continued maintenance of the equipment and transfer of data to the data repository in an agreed upon format.

2. PNNL intends to provide an automatic flow of the data collected from the STAX equipment installed at the nuclear facility for use by the NDC in support of the STAX experiment.
3. PNNL intends to serve as the central point of contact for all communications related to the data collected from the STAX equipment.

NDC

1. The NDC intends to normally receive data collected from the STAX equipment installed at the nuclear facility automatically from the STAX data repository at a frequency of once a day (provided detector is operational and online) which will be used in studies to support the STAX experiment.
2. The NDC intends to acquire tools to facilitate interpretation of data collected as part of the STAX experiment and help better understand the impact of emissions from medical isotope production on nuclear explosion monitoring.
3. The NDC agrees not to redistribute these data.
4. The NDC intends to contact PNNL with any questions regarding data collected from the STAX equipment.

The Parties intend that data collected from the nuclear facility as part of the STAX project should be made available to the NDC. Use of data collected from the equipment for purposes outside the STAX project, such as presentations and publication, will not be made publicly available until a review and release has been conducted by both PNNL and the nuclear facility.

PNNL and the nuclear facility agree that the redistribution of this data will be limited to the entities that have established separate Data Access Agreements with PNNL. The nuclear facility will be notified by PNNL in writing 14 days before a Data Access Agreement with a STAX collaborator is signed. If there are no objections from the nuclear facility within those 14 days then the Agreement will be signed. The Agreement between the STAX collaborator and PNNL should include the intent to receive data collected from the STAX equipment installed at the nuclear facility, intent to use the data on studies to support the STAX project and agreement that the collaborator will not redistribute the data. Use of data by the STAX collaborator for purposes outside the STAX project, such as presentations and publication, should not be made publicly available until a review and release has been conducted by both PNNL and the nuclear facility.

This Agreement is intended to remain in effect for the duration of the STAX project which will continue until September 30, 2027. If more time is necessary, the Parties can extend this Agreement by mutual written consent and to the extent that the nuclear facility gives its consent, in accordance with the Data Access Agreement applicable between the nuclear facility and PNNL.

To this end, the Parties will establish points-of-contact (POC) to address potential changes to data access, usage, and other issues impacting the STAX project. Such changes may be initiated by either Party. The POC (see Section K for specific names) will draw on their respective business's most appropriate assets to address the provided information, provide a rapid response on interest, and coordinate subsequent actions if such changes are considered to be in the best interests of their respective businesses.

D. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined and "IP") are granted or transferred under this Agreement, Any IP exchanged pursuant to this Agreement shall be governed by the terms of a separate written sales or licensing agreement.

E. FUNDING

This Agreement shall not be used to obligate or commit funds. As the need may arise, specific work statements and details of support to be furnished by each of the Parties to this Agreement will be developed separately from this Agreement in specific contracts, subject to the availability of funds. No proposal or contract purporting to commit either Party to perform any work shall be binding upon that Party without the express written approval of Parties who are duly authorized to issue such contracts.

F. PROPRIETARY INFORMATION

Recognizing that no IP shall be granted or transferred under this Agreement, neither Party shall be obligated to disclose information deemed proprietary, confidential, and/or a trade secret (proprietary information) to the other Party. Any exchange of proprietary information by the Parties is to be made pursuant to a separate, written agreement.

G. NO ADDITIONAL COMMITMENTS

This Agreement is not intended to limit or restrict activities of any sector, business unit, division, subsidiary, or affiliate of the Parties. Other organizations may be invited to participate through a subcontract or other arrangement with either of the Parties in pursuing the objectives and scope described in this Agreement.

Nothing contained in this Agreement is intended to preclude either Party from quoting and offering for sale, or from selling to others, any item or service that it may otherwise offer for sale now and in the future.

H. NO AGENCY

This Agreement is not intended to directly or indirectly constitute, create, or give effect to or to otherwise imply a joint venture, corporation, partnership, contract, or any form of formal business entity, other than the relationship set forth herein. Each entity signing this Agreement is acting as an independent contractor. Neither Party to this Agreement is intended to have, or is granted by the other Party, any authority or control over the other Party nor shall either Party have the power to bind the other Party. Nothing contained in this Agreement is intended to be construed as providing for the sharing of profits or losses arising from the efforts of either of the Parties, and each Party will be responsible for bearing the costs incurred by it in performing any activity contemplated hereunder.

I. PUBLICITY AND PUBLICATIONS

Publications, press releases, media announcements, and advertising by the Parties pertaining to this Agreement or the activities hereunder must be mutually approved in writing by PNNL and the nuclear

facility prior to release. Neither Party shall use the name or identifying characteristics of the other Party without the prior written consent of the other Party.

J. LIMITATIONS OF RIGHTS

No rights or limitation of rights will arise from the terms of this Agreement.

K. POINTS OF CONTACT

Primary points of contact between the Parties under this Agreement are as follows:

Regular Mail (POC)	NDC	PNNL
Overnight Delivery (POC)		
Phone		
E-Mail		

L. TERM OF AGREEMENT

The term of this Agreement is intended to remain in effect from the date of last signature below and may continue until September 30, 2027, unless this Agreement is extended by mutual written consent of the Participants. This Agreement may be terminated at any time by either Party for any reason upon written notice to the nonterminating Party

M. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the Parties pertaining to matters contemplated hereunder at this time. The Parties signing this Agreement intend that any implementing contract, license, or other agreement entered between the Parties subsequent hereto shall supersede and preempt any conflicting provision in this Agreement.

PACIFIC NORTHWEST NATIONAL LABORATORY

NATIONAL DATA CENTER

By _____

By _____

Title _____

Title _____

Date _____

Date _____