

Příloha č. 1

Deep Borehole Demonstration Center: Terms of Engagement for Program Sponsors

This document describes the roles, rights, and responsibilities of - and the relationship between - the DBD Center and DBD Center Program Sponsors. It forms part of the rules and regulations governing the Deep Borehole Demonstration Center.

1. Summary description of the key parties

1.1. **The DBD Center** is an independent, non-profit organization with a mission to implement a full-scale demonstration of deep borehole disposal through a multi-year, phased program of work starting in 2022. It is being formed as a non-profit corporation organized under the laws of the State of Texas. The DBD Center will apply for charitable tax-exempt status pursuant to Section 501(c)(3) of the United States Internal Revenue Code. Its purpose is:

To accelerate the global deployment of deep borehole disposal as a solution for the safe geological disposal of radioactive waste, through non-radioactive demonstration, evaluation and dissemination of learnings for borehole disposal technologies and processes, and the use of these learnings to further the generic safety case for borehole disposal.

1.2. **Program Sponsors** are organizations from the global public and private sectors that support the aims of the DBD Center and are willing to pay annual membership fees in order collaboratively to provide the core funding needed to sustain the organization as it develops a multi-year, multi-stakeholder demonstration program and raises funds for projects within that program.

1.3. **Project Sponsors** provide funding and/or in-kind resources to conduct specific demonstration projects at the DBD Center. Program Sponsors may choose to participate in such demonstration projects as Project Sponsors but have no obligation to provide such additional project-specific funding.

1.4. **The DBD Center Advisory Committee** is an independent group, meeting biannually or as required to advise the DBD Center on its Program Plan, review progress, and advise on future priorities. Its advice to the Center, along with a summary of how the Center is responding to that advice, will be published in order to assist in transparency and scrutiny of the Center's work.

2. DBD Center Board of Directors

2.1. The DBD Center is governed by its Board of Directors, which include representatives from both the public sector and private sector. The initial Directors are (1) Elizabeth Muller (initial Private-Sector Director, CEO of Deep Isolation Inc.); (2) TBD (the initial Public-Sector Director); and (3) the Executive Director of the DBD Center (TBD). It is expected that at least two more directors will be selected, taking the Board to five or more.

2.2. The Board of Directors is responsible for:

- Developing and overseeing delivery of a Deep Borehole Demonstration Program that achieves the purpose of the DBD Center
- Ensuring that the DBD Center operates in full compliance with all its fiscal and regulatory duties as a non-profit organization, with all revenue to the Center devoted to pursuit of its purpose
- Ensuring transparent and inclusive governance for the program, including through publishing updates to and progress reports on the Deep Borehole Demonstration Program annually

following consultation with Program Sponsors and the independent DBD Advisory Committee.

- 2.3. The Executive Director will oversee the DBD Program Plan and coordinate the activities of the DBD Center, including specific demonstration projects funded by Project Sponsors.

3. Rights and responsibilities of Program Sponsors

- 3.1. **Membership Fees:** Program Sponsors make annual contributions to fund the administrative costs of maintaining the DBD Center. Funds in excess of these costs may be used to assist in funding specific projects. In the first year of DBD Center operations, the membership fee will be set at \$33,000. After the first year, Program Sponsors will be invited to renew their memberships, but this will be at the discretion of each Program Sponsor.
- 3.2. **Independent relationship:** Program Sponsors are independent parties from the DBD Center, and nothing in their sponsorship shall be considered to constitute a joint venture, partnership or otherwise imply joint and severable liability, nor to make either party the agent of the other, nor in any manner to limit the parties in the conduct of their respective businesses or activities with respect to other contracts for the performance of other work.
- 3.3. **Championship:** Program Sponsors shall seek to use their own networks and communication channels to promote the work of the DBD Center.
- 3.4. **Nomination for appointments:** Program Sponsors shall have the opportunity to nominate candidates to be appointed to the DBDC's Advisory Committee and Board of Directors and will receive preferred consideration.
- 3.5. **Consultation on Deep Borehole Demonstration Program:** the DBD Center will work closely with Program Sponsors to:
 - Shape and prioritize the initial Deep Borehole Demonstration Program
 - Hold quarterly meetings between Program Sponsors and the DBD Center Board of Directors to assist in steering of the program
 - Review updates to the Program on an annual basis.
- 3.6. **Potential to participate in DBD Center projects:** Program Sponsors will have visibility of project activities being planned at the DBD Center and will be given timely opportunity to:
 - Engage with other potential Project Sponsors with a view to potentially participating in the project as a Project Sponsor, including through involvement/secondment of staff.
 - Understand potential procurement requirements for such projects, with an opportunity to recommend potential suppliers from the Program Sponsor's national economy or supply chain.

If a Program Sponsor chooses to participate in a specific DBD Center project as a Project Sponsor, that project will be subject to a specific governance agreement between the relevant parties. This will set out:

- The funding commitments being made by Project Sponsors, third parties and/or the DBD Center – commitments that should cover the cost of delivering the project, plus a 10% additional contribution towards the future core costs of the DBD Center
- The scope of the project to be conducted

- The terms and conditions of any oversight conducted by the DBD Center and its advisors – including commitments to:
 - Follow the documented standards for DBD Center projects
 - Participate in DBD Program evaluation, including through publication of summary performance and outcome data from the project
 - Share more detailed analysis of performance and outcome data with Program Sponsors and share the detailed underlying datasets in raw granular form with all relevant Project Sponsors.
 - Arrangements for managing intellectual property rights in the project, including the pre-project Intellectual Property rights retained by any participant, the planned use of such pre-project Intellectual Property, and an allocation of rights to any project results and any new Intellectual Property developed in connection with the project.
- 3.7. **Capability building and knowledge transfer for staff:** Program Sponsors will be offered the potential for staff from their organizations to engage directly with or be seconded into demonstration projects.
- 3.8. **Insight and data:** Program Sponsors will receive periodic status reports on the activities of the DBDC and its Advisory Committee, plus reports summarizing the results and lessons learned from each demonstration project. Program Sponsors will have access to key outcome and performance data produced by DBD Center Projects.
- 3.9. **Confidentiality and Intellectual Property Rights:** The following general principles shall apply:
- All information shared between the parties remains the property of the party providing the information.
 - Neither the Program Sponsors nor the DBD Center provide any warranty of accuracy, completeness or fitness for use of any information provided to the other. However, each party will make their best efforts to achieve this accuracy, completeness and fitness for use.
 - All information exchanged between Program Sponsors and the DBD Center shall be considered open unless clearly indicated in advance as confidential, in which case it is will be governed by the confidentiality agreement between the Program Sponsor and the DBD Center. This confidentiality agreement will allow the Program Sponsor to nominate up to five other organizations with which they may share confidential information provided by the DBD Center, where these organizations are sharing the cost of the Program Sponsor’s annual fee and are established in the same country as the Program Sponsor.
 - Program Sponsors shall have the rights of unrestricted use for any information provided to them in reports and data by the DBD Center, subject only to a requirement to acknowledge its source.
- 3.10. **Termination:** Program Sponsors may terminate their sponsorship at any time with immediate effect. No refund of annual membership fee or any portion thereof will be made, and the DBD Center will make reasonable efforts as soon as possible to remove any reference to their continued sponsorship from DBD Center communications.

Příloha 2: Přehled oblastí zájmu společníků při spolupráci na DBD Center

Státní ústav radiační ochrany, v.v.i. (SÚRO, v.v.i.)

- Vedoucí společnosti
- Analýza radionuklidů pomocí spektrometrie gama (odebraných vzorků ev. *in situ* v karotáži) s ÚTEF ČVUT
- Vývoj monitorování koncentrace radonu jako prekursoru potenciálních změn v hostitelské hornině během prací
- Spolupráce s ÚJF AV ČR, v. v. i. na analýze dlouhodobých štěpných radionuklidů (I129, Tc99...)
- Spolupráce s ÚTEF ČVUT na *in situ* analýze vybraných prvků s pomocí neutronových zdrojů
- Rešerše aktuálních variantních technických řešení hlubinného ukládání radioaktivního odpadu v členských státech EU a ve světě zejména z hlediska specifikace typu, druhu a aktivity RAO a předpokládaného množství odpadů v ČR v souvislosti s budoucím vyřazováním jaderných zařízení

ÚJV Řež, a. s.

- Základní koncept DBH (legislativní požadavky, technické řešení, proveditelnost, manipulace s odpady, radiační ochrana, uzavírání vrtu)
- Specifikace zdrojového členu aktivity
- Ukládací pouzdro (pouzdra)
- Bezpečnostní aspekty a hodnocení
- +- *monitoring (účel, způsob provedení, využitelnost výstupů) a projektové řešení DBH jako takové*

ÚJF AV ČR, v. v. i

- Spolupráce se SÚRO, v.v.i. na analýze dlouhodobých štěpných radionuklidů (I129, Tc99...)

ÚTEF ČVUT

- Scintilační detektory vč. elektroniky pro vyšší teploty ve vrtech
- Analýza radionuklidů pomocí spektrometrie gama (odebraných vzorků ev. *in situ* v karotáži)
- *In situ* analýza vybraných prvků s pomocí neutronových zdrojů (n akt analýza, n rozptyl, atd)
- Možnosti využití pixelových detektorů v analýze

Příloha 3: Výše podílu příspěvků společníků na DBD Center za rok 2023

Státní ústav radiační ochrany, v.v.i. (SÚRO, v.v.i.) – 582 199,-Kč

ÚJV Řež, a. s. – 50 000,-Kč

ÚJF AV ČR, v. v. i. – 50 000,-Kč

ÚTEF ČVUT– 100 000,-Kč