

**ORGANISATION FOR ECONOMIC
CO-OPERATION AND DEVELOPMENT**

FOR OFFICIAL USE

NUCLEAR ENERGY AGENCY

Paris, February 24, 2015

**OECD COMPONENT OPERATIONAL EXPERIENCE,
DEGRADATION AND AGEING PROGRAMME
(CODAP)**

TERMS AND CONDITIONS FOR PROJECT OPERATION

**2015-2017
(核定本)**

BACKGROUND OF THE CODAP PROJECT

1. A number of Member countries¹ of the Nuclear Energy Agency of the Organisation for Economic Co-operation and Development (hereafter called the “OECD/NEA”) decided in 2002 to establish the OECD Piping Failure Data Exchange Project (OPDE) under the auspices of the OECD/NEA Committee on the Safety of Nuclear Installations (CSNI). The Project ran successfully from May 2002 to June 2011.
2. In 2006 the Stress Corrosion Cracking and Cable Ageing Project (SCAP) was established under the auspices of the OECD/NEA. Two subjects – stress corrosion cracking (SCC) and degradation of cable insulation – were selected as the focus of SCAP due to their implication on nuclear safety and their relevance for plant ageing management. The project ran successfully from June 2006 to June 2010.
3. Following the completion of the SCAP SCC project, participants were interested in some form of continuation and discussions were initiated to explore possible alternatives. It was recognised that there are many aspects very similar to those existing in OPDE and the concept of a project was envisaged to combine the two projects: Component Operational Experience, Degradation and Ageing Programme (CODAP) (hereafter called the “CODAP Project” or the “Project”). The First Term of CODAP ran successfully from July 1, 2011 to December 31, 2014.

TERMS AND CONDITIONS GOVERNING OPERATION OF THE SECOND TERM OF THE CODAP PROJECT

APPLICATION

4. These Terms and Conditions apply to the second term of the Project, which will commence on February 15th, 2015 and will end on December 31st, 2017. They may be amended at any time by the unanimous decision of the Project Review Group referred to in paragraph 16. Any such amendment will be evidenced in writing and will be appended to these Terms and Conditions.

OBJECTIVES

5. The objectives of the Second Term of the CODAP Project are to:

(a) Collect and analyse information on passive metallic component degradation and failures to promote a better understanding of underlying causes, impact on operations and safety, and prevention. Detailed objectives and schedules for data submissions will be defined for each calendar year of project operation.

(b) Analyse the information collected in the event database to develop topical reports on degradation mechanisms. Objectives and schedules for the topical reports will be developed for each calendar year of project operation. CODAP will actively seek technical input from the OECD/NEA CSNI Working Group on Integrity and Ageing of Components and Structures (WGIAGE). In addition, the Project Review Group will communicate and coordinate as needed with WGIAGE concerning technical matters of mutual interest.

(c) Develop and implement an enhanced web-based event database that supports the

¹ Belgium, Canada, Czech Republic, Finland, France, Germany, Japan, Korea (Republic of), Spain, Sweden, Switzerland and United States of America

creation of standard and custom reports on certain aspects of the database content. Building on the experience with the existing web-based event database, the new development will address user-friendliness, improved database structure, and analysis tools that enable advanced statistical analyses of the database content.

(d) Provide ageing management program support that addresses current operability determination practices, performance of new materials in the field (e.g., dual-certification stainless steels, super-austenitic stainless steels, Alloy 690, Alloy 52/152), and commendable practices of license renewal and long-term operation.

(e) To facilitate the exchange of the existing and future information amongst the participating organizations as a way to improve the quality of decisions made about components material degradation, ageing management and operability determination. The CODAP database along with other relevant information collected will be used for applications of service experience data with an emphasis on observed trends-and-patterns, past and current degradation mechanism mitigation practices, and risk characterization of passive component failure events.

SCOPE OF THE PROJECT

6. The CODAP Project is envisaged as including all possible events of interest with regard to component degradation and failures. A CODAP Project “event” will be defined in the CODAP Coding Guidelines established for the second term.
7. The CODAP Project covers information on passive metallic component degradation and failures of the primary system, reactor pressure vessel internals, main process and standby safety systems, and support systems (i.e., ASME Code Class 1, 2 and 3, or equivalent). It also covers non safety-related (non-Code) components with potential significant operational impact. It is intended that CODAP will also include information on age-related degradation of buried tanks and piping. Specific items may be added to or deleted from the list above upon the unanimous decision of the Project Review Group (PRG) referred to in paragraph 16. Steam generator tubes are excluded from the scope.
8. The criteria to select the data of interest from the database as well as criteria to the data analysis are to be decided by each Participant as part of his/her own responsibilities. Data are protected as described in the Proprietary Information paragraphs of these Terms and Conditions.

PROJECT PARTICIPANTS

9. Participation in the CODAP Project term 2 shall be open to accession by any Government of OECD/NEA Member countries or bodies designated by such Governments, or OECD non-member countries or economies in compliance with the rules and regulations applicable to the OECD which indicates its agreement to these Terms and Conditions and which assumes the same rights and obligations as the Participants in the Project with the unanimous approval of the Project’s PRG and subject to any conditions that it might determine.
10. Wishing to participate in the CODAP Project term 2 must agree to exchange data and general information on component degradation and failures and shall indicate its agreement to participate in the CODAP Project in accordance with these Terms and Conditions by written correspondence.
11. The PRG referred to in paragraph 16 will approve organisational and technical requirements of the project as well as access to the CODAP event database.

12. A Participant may withdraw from the CODAP Project upon written notice to the Director-General of the OECD/NEA not less than three months prior to the beginning of the financial year of the Project. The withdrawal of a Participant under this paragraph will not affect the rights and obligations of the other Participants, including the annual participation fee which is required pursuant to paragraph 26, unless otherwise unanimously agreed by the PRG.
13. When a Participant terminates its involvement in the Project term 2, before end of this term, it shall not be entitled to any return or reimbursement of its participation fees.

IMPLEMENTATION OF THE PROJECT

14. The Project will be operated under the auspices of the OECD/NEA. For this purpose, the OECD/NEA is invited to nominate a responsible Technical Secretariat from among the administrators of its Nuclear Safety Division, who will be responsible for managing the framework of the project.
15. Each Participant shall nominate a National Co-ordinator who shall be responsible for the administration of the CODAP Project within his/her respective country.
16. The National Co-ordinator(s) of the respective signatory states of these Terms and Conditions constitute the CODAP Project Review Group (PRG). Technical support to the PRG is provided by the NEA's Secretariat. The PRG shall convene on an 'as required' basis, but not less than once per annum. The date and location of each meeting shall be set forth in a notice to be sent to each Participating Country by the OECD/NEA at least one month prior to the meeting. The Rules of Procedure of the PRG will be set out in the CODAP Operating Procedure.
17. Coding Guidelines (referenced OECD-CODAP CG) and a Quality Assurance Manual (referenced OECD-CODAP QA), describing the database framework and data input needs, will be developed within the PRG referred to in paragraph 16 and may be revised within that same forum. In the event of any inconsistency between the Coding Guidelines or the Quality Assurance Manual and these Terms and Conditions, the latter will prevail.
18. Each Participating Country shall submit data and general information on component degradation and failure events in English through its National Co-ordinator referred to in paragraph 16 above. The data is collected in a database. The data is to be input according to Coding Guidelines and QA manual which will be specifically developed for the CODAP database. The database is stored on a secure server at NEA Headquarters, Paris, France.
19. To assure consistency of the data contributed by the National Co-ordinators, the Participants agree to establish an Operating Agent. The Operating Agent shall verify whether the information provided by the National Co-ordinators complies with the CODAP Coding Guidelines. It shall also verify the correctness of the data included in the database jointly with the National Co-ordinators. In addition, the Operating Agent shall operate the database. The database is to be updated regularly and is to be designed to facilitate searches and statistical analyses. The Operating Agent will also support the PRG in all aspects concerning the use of the database as well as in the development of Topical Reports.
20. The National Co-ordinators of participating countries/organisations will agree that the Sigma-Phase Inc. will fulfil the role of Operating Agent under the control of the PRG. The Participants shall agree annually on the content of the programme of work of the Operating Agent and on the renewal of Sigma-Phase Inc. as the Operating Agent.

21. The Operating Agent identified in paragraph 19 shall be responsible for taking all steps and performing all legal acts required to operate the Project in accordance with these Terms and Conditions and the decisions of the PRG.
22. The PRG shall have the option to contract for consulting services needed to support the operation of CODAP, for example with the development of Topical Reports.
23. The database containing the collected data in CODAP format will be equally accessible to Project Participants who have contributed service experience data to the data bank, subject to any contrary decision by the PRG, as set forth in the Proprietary Information paragraphs of these Terms and Conditions. In addition to fulfilling the financial terms in paragraph 28, any new Project Participant entering into the project shall provide data to the database prior to have full access to all data in the database. The PRG will define the minimum amount of data on a case by case basis.

FUNDING OF THE CODAP PROJECT

24. The funding of the Project is planned to be shared amongst the Participants, subject to a contrary decision of the CODAP PRG. The national contributions will be paid to the OECD for reimbursement of the costs of the Operating Agent and the Secretariat, it being agreed that the NEA has a right to receive a moderate administrative fee for its services in an amount to be decided by the PRG.
25. Each participant hereby agrees to commit to the Project the amount set forth in paragraph 26 hereto. The schedule for payment of contributions shall be determined by the PRG. Contributions from Participants due under the schedule shall be paid in full, on the dates specified, in Euros to an account designated by the OECD/NEA.
26. The budget for the Second Term of the CODAP Project is currently based upon a fee of 15,000 Euros per Participant for the three year period, which corresponds to a yearly fee of 5,000 Euros per Participant. The decision for using any unused funds of the CODAP will be done in the end of the term by the PRG. It is noted that, the PRG of CODAP term 1 agreed to transfer the residual funds to the second project term.
27. An initial plan of work and operating budget will be prepared by the PRG at the first meeting. The PRG reserves the right to modify the scope of the Project and the amount of the contractual fee with the Operating Agent according to the countries that contribute to CODAP Project term 2 and as the project develops.
28. New Participants joining the project after the commencement of the second term shall pay the total participation fee of term 2 and an entrance fee of 20 000 Euro, unless decided otherwise by the PRG. The final decision on the entrance fee and other approval terms of a new participant will be decided by the PRG.
29. Within the budget defined in paragraph 26, the CODAP Project Operating Agent will propose a plan containing specific tasks, such as database applications, training, updating of project documentation, and quality assurance of submitted data and other supporting efforts, and elaborate the budget which corresponds to each such task. The CODAP Project Operating Agent will document its activities for each task. The documentation provided by the Operating Agent should contain the necessary information to allow approval of the plan and its budget by the CODAP PRG on an annual basis.

30. Funds shall be transferred twice a year to the Operating Agent, after approval of the 2nd and 4th quarterly project reports (see Paragraph 39) and work results by the PRG. These funds will be from the account referred to in paragraph 25 to an account designated by the Operating Agent upon its written request to the OECD/NEA.
31. Recognising that CODAP meets only once per year the approval of the mid-year transfer will be delivered by remote consensus managed by the NEA secretariat. A 75% majority of all signatories will be regarded as sufficient approval to permit payment referred to in paragraph 30.
32. The NEA Secretariat shall provide secretarial and administrative services in connection with the funding of the Project such as calling for entrance or contributions fees, making agreements with and paying expenses to the Operating Agent, making overall budgets, keeping the financial accounts of the Project and submitting them to the PRG. The keeping and auditing accounts and the financial control thereof shall be exercised in accordance with the applicable Financial Rules and Regulations of the OECD.
33. In addition to the above-mentioned contributions that are to be used exclusively for the operation of the CODAP Project, each Participant shall bear all other costs associated with its participation in the project.

PROPRIETARY INFORMATION

34. Each Participant will be exclusively responsible for its use of information generated under the Project.
35. Each National Co-ordinator is responsible for protecting and maintaining the proprietary rights in the information provided to the CODAP Project. Such data, when included in the CODAP database, shall be password protected and shall be accessible only to Participants, provided however, that nothing in these Terms and Conditions shall in any way restrict the owner of that data from disclosing or distributing it to whomever it wishes.
36. Where a National Co-ordinator accesses any data in the CODAP database that has been provided by another Participant, that National Co-ordinator shall mark such data as "Confidential-CODAP Project" and may not disclose or distribute that data outside of his/her organisation except that any such data may be disclosed to an organisation in his/her country that has itself contributed data to the CODAP database.

Where either the National Co-ordinator or the organisation to which data has been disclosed or distributed, wishes to disseminate the data in CODAP database to any other entity, the consent of the PRG shall be obtained first. In such case also an appropriate non-disclosure agreement is first entered into between the Participants whose National Coordinator is disseminating the data and the entity which is to receive the data.

37. The PRG should be notified of any publication or paper discussing the data and/or any findings of the Project before distribution or publication.
38. The provisions of paragraphs 35 and 36 will remain applicable following termination of, or withdrawal of a Participant or of the Operating Agent from the CODAP project, unless the PRG unanimously decides otherwise. If a Participant wants to withdraw from the Project, its delivered data will be kept in the database under the same proprietary conditions as set out in paragraphs 35 and 36.

REPORTING

39. The CODAP Operating Agent shall provide Quarterly Progress Reports of the Project with the summary of new events and an Annual Event Summary Report to the Participants. In addition, the CODAP Operating Agent shall prepare quarterly financial disclosure reports. The progress reports and financial reports will be available for participants in project webpage. The Participants shall prepare in co-operation with the Operating Agent CODAP Project Reports for general CSNI distribution. These reports contain conclusions on the analysis performed whenever major steps of the Project have been completed. The CODAP PRG may decide about other types of reporting.
40. The CODAP PRG shall prepare a Final Report at the end of the three year term containing the conclusions to be drawn from the data collection. This Report is intended for general distribution.

FINAL PROVISIONS

41. Participants and the Operating Agent shall indicate their acceptance of these Terms and Conditions by executing and returning to the Director-General of the Nuclear Energy Agency a Standard Acceptance Form as appended to this document.
42. Upon receipt by the OECD/NEA of signatures to these Terms and Conditions of all Participants and of the Operating Agent, the OECD/NEA Secretariat shall prepare a single version, comprising facsimile copies of each signature. The Terms and Conditions with all the original signatures shall be deposited with the Director General of the OECD/NEA and a certified copy thereof shall be provided to each Participant.

CODAP Term 2 (2015-2017) Terms & Conditions

Confirmation of Acceptance

Organisation:

Name of Signatory:

Position of Signatory:

Date of Signature:

Signature: