

**Data Access Agreement for Work to be Performed by Organizations of the MINZDRAV (Russian Ministry of Health; Federal Department for Medical, Biological and Extreme Problems) and MINATOM (Russian Ministry of Atomic Energy) under the Agreement Between the Government of the Russian Federation and the Government of the United States of America on Cooperation in Research on Radiation Effects for the Purpose of Minimizing the Consequences of Radioactive Contamination on Health and the Environment (JCCRER Agreement)**

**Project 1.3**

**RETROSPECTIVE RECONSTRUCTION OF RADIONUCLIDE CONTAMINATION OF THE TECHA RIVER CAUSED BY LIQUID WASTE DISCHARGE FROM RADIOCHEMICAL PRODUCTION AT THE MAYAK PRODUCTION ASSOCIATION: 1949-1956**

**INTRODUCTION**

The purpose of this data access agreement is to ensure that Russian and American scientists working on projects under the Agreement Between the Government of the Russian Federation and the Government of the United States of America on Cooperation in Research on Radiation Effects for the Purpose of Minimizing the Consequences of Radioactive Contamination on Health and the Environment (JCCRER Agreement) have equal access to all primary and original Russian and American data necessary to conduct the work described under Directions 1 and 2 of the JCCRER Agreement. Such access will ensure the highest quality of scientific research conducted in an atmosphere of mutual trust and cooperation.

**GENERAL PROVISIONS**

1. For the purposes of this agreement on data access, data is defined as all information, in whatever format or media, that is identified by the Principal Investigators and Directors of Participating Institutes as necessary to carry out the project.
2. Privacy statutes in Russia and the United States generally restrict access to data which includes personal identifiers. Individual data, however, is the basis of much of the research work of the JCCRER. Therefore, where necessary, adherence to these statutes will be ensured by substituting unique numerical identifiers which protect individual privacy while allowing analysis of individual and aggregate data.
3. Data covered by this access agreement include original or raw data, compiled data created before these projects were begun, and second generation or summarized data and information compiled according to project requirements. The specific project agreement provisions will specify the actual data which fall under each of these categories. Appropriate access to all these data must be ensured, however, original or raw data, and compiled data created before

these projects were begun remain the property of that organization and that country where the data were obtained and are currently maintained.

4. Secondary data created as part of JCCRER projects, which are a joint scientific product, will be jointly owned by the Russian and the American institutions participating in the project. Each project will determine what is a scientific product of the collaboration and therefore subject to joint ownership.

5. Project participants have the right to appropriate access to original, compiled and secondary data on the territory of the organization which owns and maintains the data.

6. The specific project agreement provisions will identify the kind and extent of unpublished primary, compiled and secondary data that may be transferred out of the country of ownership to achieve specific project goals such as technical analyses, modeling, etc. at the home institution of researchers. When such data transfers occur, they must also be approved in writing by the Director of the institute or organization to which the data belong. Transferred data cannot be used for purposes other than those specified by the agreement, even after the project is completed or the researcher is no longer associated with the JCCRER. In cases where such data are transferred to people who are not participants in the project for the purposes of furthering the project, the same conditions and limitations on use of data apply. Such transfers will be carefully scrutinized.

7. No transfers, publications, presentations, press releases or any other form of communication to the outside world regarding details of the unpublished data or the unpublished results of studies conducted under the authority of the JCCRER will be made without the written consent, and participation of the institutions maintaining the data sets and the scientists involved in the research. Any agreement to make data publicly available must be approved by the Directors of organization performing the research. Scientists and specialists participating as current members of the JCCRER Joint Committee, Executive Committee and Scientific Review Groups have a right to review data and unpublished results of studies as appropriate to their responsibilities but are similarly bound by the restrictions on communication as described in this paragraph.

8. Dissemination of scientific results, in the form of presentations at scientific meetings and publications in referred journals, is regarded as an essential product of the JCCRER work. To ensure that such communications take place while complying with the requirements of the participating institutions and funding agencies, procedures will be developed for the expeditious review and approval of such communication requests from the principal investigators.

9. Data published in the open, peer-reviewed literature shall be referenced and used according to generally understood and accepted conventions of scientific conduct; it is expected that proper reference and credit to the origin of the published material will be made.

10. After the publication of reports, third parties may request access to unpublished study data that does not contain individual identifiers, in order to conduct independent analyses. Third parties are defined as experts in the fields of radiation health effects and dosimetry who are not part of any JCCRER project. Procedures will be developed for requesting and approving such third party access to primary data.

## **PROJECT 1.3 DATA ACCESS AGREEMENT: SPECIFIC PROVISIONS**

### **INTRODUCTION**

This project is part of a comprehensive program to develop improvements in the existing dosimetry system for the members of the Techa River Cohort by providing more in-depth analysis of existing data, further search of existing records for useful data, model development and testing, and evaluation of uncertainties. This project supports the dosimetry development by evaluating the historical environmental data to derive an estimate of the quantities of radioactive material released into the Techa River. This evaluation will provide information to Project 1.1, which is being undertaken on behalf of the Joint Coordinating Committee on Radiation Effects Research (JCCRER).

Currently, there is one problem concerning data access for this project: some key Russian information on material released to the Techa River exists only in reports that are classified or considered to be sensitive by the originating organizations. Requests will be sent for the review of a few specifically named documents with the goal of declassifying or otherwise making publicly available these documents, either in their entirety or in part. Such requests will be processed when appropriate mechanisms are available. All data pertinent to the project will be available to members of both sides, unless such data are protected by classification or other formal institutional barriers. Data existing prior to the beginning of the JCCRER agreement may be inspected in the country of origin, but copies of such data will not be made and will not be removed from the country of origin.

### **PERSONS WITH RIGHTS OF ACCESS TO PROJECT 1.3 DATA**

In addition to those specified in item 7 of the General Provisions, above, as having access to the data, the Russian and American Principal Investigators for Project 1.3 have the right to grant access to Project 1.3 data. Such access will be restricted to Russian and American scientists working directly on Project 1.3 and to Russian and American scientists working on dose reconstruction projects using this data, specifically for official Russian and American participants of JCCRER project 1.1, to provide for the transfer of information from the source term development team at Mayak to the dose reconstruction team at the Urals Research Center for Radiation Medicine, Chelyabinsk, Russia. However, it is understood that Russian and American collaborators working on Project 1.1 have no authority to grant access independently to Project 1.3 data. They have no authority to transfer independently in any manner Project 1.3 data to which they receive access.

## DATA COVERED BY THIS ACCESS AGREEMENT

The data covered by this agreement are indicated in Table 1. However, it is understood that this agreement extends to all raw data that form the basis of the data bases or data files and to all data, data files, and data bases that may be created in the future in the course of fulfillment of agreed upon work for Project 1.3.

Additions to data bases and data files are intended to be done within the context of existing or future software and systems to be located at the Mayak Production Association in Russia.

*Table 1. Data bases and data files for which this agreement on data access and authorized use applies.*

Monthly data on the water flow rates of the Techa River at different sites of the river
Data on the average monthly total beta-activity of the water in the Techa River components at specific locations
Experimental measurement data (1949-1965) on radionuclide contamination of water, bottom sediments and flood-plain soil at different sites of the Techa River
Data on the change with time of the exposure dose rate and density of the beta-activity flux at different sites of the flood-plain
Meteorological data (precipitation, temperature, wind speed etc.) with monthly normalization
Derived estimation of the quantities of radionuclides entering the Techa River at the point of release, with emphasis on the period of earliest operations

### **Original Data**

The original data upon which this project is based are the environmental measurement data collected by Mayak personnel and contained in the Mayak archives. These data were developed before the beginning of Project 1.3 and are the intellectual property of scientists at the Mayak Production Association.

### **Compiled Data Created Before the Beginning of Project 1.3**

The data files and data bases that were compiled before the beginning of the joint project are included in Table 1. As a result of joint activities to be carried out under the terms of the JCCRER, it is expected that additions will be made jointly to the previously compiled data bases: monthly data on the water flow rates of the Techa River at different sites of the river; data on the average monthly total beta-activity of the water in the Techa River components at specific locations; experimental measurement data (1949 - 1965) on radionuclide contamination of water, bottom sediments and flood-plain soil at different sites of the Techa River; data on the change with time of the exposure dose rate and density of the beta-activity flux at different sites of the flood-plain, and; meteorological data (precipitation, temperature, wind speed etc.) with monthly normalization.

### Data Compiled for this Project

It is anticipated that the following data files or bases will be developed for this project: derived estimation of the quantities of radionuclides entering the Techa River at the point of release and subsequent downstream concentrations, with emphasis on the period of earliest operations.

Any data developed in the U.S. will be provided to Russian investigators and will be added to those altered or future data bases, which will be subject to joint ownership as described in item 7 of the General Provisions, above. During the project period, however, the full data bases will not be copied and maintained separately in the U.S.

### DATA THAT MIGHT BE REMOVED FROM THE COUNTRY OF ORIGIN

Portions or summaries of Russian data bases may be removed for the limited purposes of general examination, quality assurance, and the development of specific procedures, such as the analysis of uncertainty. The most likely material that would be removed consists of portions of the derived estimation of the quantities of radionuclides entering the Techa River; the primary purpose is to aid in the development of the analysis of uncertainty in the results.

Unpublished, summarized data may be sent or taken to the U.S. for the purpose of finishing and submitting joint progress reports to financial sponsors or for submitting joint publications to peer-reviewed scientific journals.

### APPROVALS

Yuri G. Mokrov

Bruce A. Napier

Yuri Gagolenko

Alexander P. Panfilov

Frank Hawkins

  
Principal Investigator,  
Russia

  
Principal Investigator,  
United States

  
Deputy Chief Engineer, Mayak  
Production Association

  
Division Head, Ministry of the  
Russian Federation for Atomic  
Energy

  
Office Director,  
Office of International Health  
Programs, U.S. Department of  
Energy

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