

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA  
TO FACILITATE  
COOPERATION ON  
THE CIVIL NUCLEAR PROGRAM  
IN THE REPUBLIC OF LITHUANIA**

The Government of the United States of America (hereinafter the “United States”) and the Government of the Republic of Lithuania (hereinafter “Lithuania”), hereinafter referred to collectively as the “Parties,”

**RECALLING** the Agreement for Cooperation in the Peaceful Uses of Nuclear Energy between the United States of America and the European Atomic Energy Community, done at Brussels November 7, 1995, and March 29, 1996 (the “U.S.-Euratom Peaceful Nuclear Cooperation Agreement”);

**REAFFIRMING** their shared view that U.S.-Lithuania civil nuclear cooperation is an important component of their bilateral strategic relationship and can play a vital role in promoting the security and decarbonization of Lithuania’s energy supply, while providing substantial ancillary benefits to the energy security of the United States and European allies;

**RECOGNIZING** the desire of Lithuania to further develop its nuclear power program, pursuing small reactors;

**MINDFUL** that the United States is a leader in nuclear technology, safety, security, and nonproliferation, with over 65 years of experience in exporting nuclear energy technologies worldwide, and with deep expertise across the U.S. nuclear energy sector, including within the government, national laboratories, academia, and industry;

**RECOGNIZING** the desire of Lithuania to expand the civil nuclear power sector through cooperation between the Parties in overall aspects of civil nuclear power, such as nuclear safety and security, nuclear fuel supply, nuclear regulations, waste management, quality management systems, advanced technologies such as small modular reactors, technology transfer, localization and workforce training;

**EXPRESSING** their mutual interest in the advancement of such cooperation in furtherance of their shared commitment to attaining the highest standards of nuclear safety, security, and nonproliferation;

**RECOGNIZING** that Lithuania and the United States are members of the International Atomic Energy Agency and parties to the Treaty on the Non-Proliferation of Nuclear Weapons, done at Washington, London, and Moscow on July 1, 1968, and that each has in force with the IAEA a Safeguards Agreement and an Additional Protocol;

**AFFIRMING** their commitment to the Guidelines of the Nuclear Suppliers Group;

**RECOGNIZING** that Lithuania is a member of the European Union, a party to the Treaty establishing the European Atomic Energy Community (the “Euratom Treaty”), a party to the Vienna Convention on Civil Liability for Nuclear Damage, done at Vienna on May 21, 1963, and a party to the Joint Protocol Relating to the Application of the Vienna Convention and the Paris Convention, done at Vienna on September 21, 1988;

**RECOGNIZING** Lithuania’s obligations deriving from the Euratom Treaty; and

**AFFIRMING** that nuclear energy provides a sustainable source of energy, which contributes to energy security and reduces carbon emissions,

**HAVE AGREED AS FOLLOWS:**

## **ARTICLE 1. DEFINITIONS**

For the purpose of this Agreement:

- (a) **“EPC Contractor”** means the entity providing Engineering Procurement and Construction services for any nuclear newbuild project;
- (b) **“Technology Vendor”** means the entity providing nuclear reactor technology for any nuclear newbuild project;
- (c) **“Program”** means all cooperation pursuant to this Agreement between the Parties related to civil nuclear power in Lithuania, which includes any Project thereunder;
- (d) **“Project”** means any nuclear power newbuild project in Lithuania for which a U.S. entity has been selected as the main Technology Vendor for small reactor designs;
- (e) **“Project Company”** means a company with its registered seat in the territory of Lithuania established for the purpose of carrying out the objectives of any Project with potential participation of other investors, under the laws and regulations of Lithuania;
- (f) **“Project Participant”** means any Lithuanian or U.S. private or state-owned or state-controlled entity that participates in a Project Company in respect of a nuclear newbuild

project or supports any nuclear newbuild project by contract or otherwise in respect of delivery, operations, or financing;

- (g) “**SMRs**” means small modular reactors, including advanced small modular reactors; and
- (h) “**U.S. Official Lenders**” means agencies of the United States, including the Export Import Bank of the United States, authorized to provide financing for nuclear sector matters located outside of the United States.

## ARTICLE 2. COOPERATION UNDER THIS AGREEMENT

1. Each Party shall cooperate under this Agreement, subject to its national laws and regulations and the international agreements to which it is a party—including, for Lithuania, the applicable laws and regulations of the European Union, including the Euratom Treaty—and subject to the availability of appropriated funds. For avoidance of doubt, the Parties acknowledge that this Agreement does not create any financial rights or obligations for the Parties.
2. The Parties regard cooperation under this Agreement as necessary for their achievement of important and shared governmental objectives. Such objectives include the responsible use of nuclear energy to promote their overall energy security, meet clean energy needs, ensure a high level of environmental protection, and deepen their bilateral strategic relationship. Lithuania desires that its Program continues to achieve the highest standards of nuclear safety, security, reliability, efficiency, and nonproliferation, and wishes to leverage the vast expertise and experience of U.S. Government experts, regulators, nuclear industry, and national laboratories in maintaining that goal. The United States, as a world leader in the civil nuclear power industry, is positioned to provide the highest standards and industry best practices for civil nuclear power projects, including best practices related to regulatory frameworks, technologies, construction, operation, decommissioning, management of the nuclear fuel cycle (fuel supply and spent fuel disposition), management of radioactive waste, research and development, and nonproliferation.
3. With respect to SMRs, the Parties recognize the potential for these emerging technologies to assist in meeting decarbonization goals globally. Specifically, Lithuania recognizes the benefits of the variety of possible uses for SMRs, and therefore wishes to deploy SMR technologies in Lithuania for electricity generation and other potential applications. The United States, as a world leader in the development and deployment of SMR technologies working towards the advanced development of SMR projects both domestically and within other North Atlantic Treaty Organization and European Union member states, is positioned to work with Lithuania on the evolution of its nuclear regulatory structure to address the unique features of SMRs and to de-risk Projects in respect of “first-of-a-kind” issues associated with the deployment of SMR technologies through the application of lessons learned from U.S. efforts, both domestically and internationally, in the development, regulation and deployment of SMR technologies.

4. The Parties shall cooperate directly in the following activities with respect to the Program:
  - (a) consultation and exchange of expert and technical input to advance overall development of the Program;
  - (b) consultation regarding the involvement of third country entities in any Project, subject to the Parties' applicable national laws and regulations;
  - (c) promotion of civil nuclear energy within the European Union, including through multilateral engagement, as a safe and sustainable source of energy, which reduces global carbon emissions, thus helping mitigate climate change;
  - (d) organization of workshops, meetings, seminars, or conferences, including those to raise public awareness and acceptance on the peaceful uses of nuclear energy;
  - (e) consultation regarding physical and cyber security of nuclear facilities;
  - (f) consultation regarding best practices related to decommissioning and management of the nuclear fuel cycle (specifically, fuel supply and spent fuel disposition), and management of radioactive waste; and
  - (g) exchange of information in support of the foregoing activities.
  
5. With respect to collaboration on SMR technology in the Program, the Parties shall:
  - (a) Encourage regulator-to-regulator exchanges to discuss regulatory issues specific to SMRs, as appropriate, and consistent with the independent nature of the regulatory authorities;
  - (b) Examine risk mitigation techniques for SMR deployment, including through the application of any relevant lessons learned from U.S. experiences;
  - (c) Discuss uses of SMR technologies for industrial and other applications, based on work being done on U.S. entities on SMR projects and at U.S. national laboratories, including associated economic and financing models;
  - (d) Develop an analytical framework for evaluation of SMR technology for nuclear newbuilds in Lithuania;
  - (e) Examine supply chain and human resources development to support an emerging technological workforce; and
  - (f) Identify other areas of cooperation as appropriate under this Agreement.
  
6. With respect to Projects, the Parties shall facilitate, encourage, and promote, as applicable, the following activities when performed by the Project Company or Project Participants, as appropriate, respecting in each case the policies, procedures, requirements, and independent decision-making authority of the Project Company and of such Project Participants:
  - (a) development, construction, and financing of a Project, to include coordination with export credit agencies from third countries that are identified by Lithuania, the Project Company, or other Project Participants as potential lenders, as applicable, and to include assistance with identification of potential financing and economic structures to

- support financing of each Project, including additional options to enhance the commercial viability of a Project in an effort to facilitate investment by entities other than the Project Company and Lithuania;
- (b) development of expertise in the management of spent fuel and radioactive waste in the light of relevant policies of Lithuania and in support of a Project;
  - (c) provision of technical assistance to, and training of, relevant Lithuanian entities to enhance their capacity and expertise to execute and administer Projects;
  - (d) optimization of supply chain localization to support Projects; and
  - (e) support for Project development activities, following any selection by Lithuania or the Project Company of a U.S. Technology Vendor.
7. The Parties may mutually decide, to the extent consistent with their respective national laws and regulations, and upon recommendation by the Steering Committee, to cooperate on multiple Projects through the Program, and considering the overall development and deployment schedule for additional nuclear reactors within Lithuania.
8. All activities conducted under this Agreement shall be exclusively for peaceful purposes. Any transfers of nuclear material, equipment, or technology in support of the Program shall be governed by the Parties' applicable national laws and regulations, including applicable licensing requirements, and by the U.S.-Euratom Peaceful Nuclear Cooperation Agreement, where applicable.
9. The cooperation under this Agreement excludes sharing of information (including information that is incorporated in equipment or an important component thereof) that is not available to the public and which is important to the design, construction, fabrication, operation, or maintenance of any facility designed or used primarily for uranium enrichment, reprocessing of irradiated nuclear material, heavy water production, or fabrication of nuclear fuel containing plutonium.

### **ARTICLE 3. OTHER AREAS OF COOPERATION**

In addition to activities described in Article 2 of this Agreement, the Parties may facilitate other cooperative activities related to this Agreement, which, upon the recommendation of the Steering Committee, may include:

- (a) Collaboration on additional regulatory issues, consistent with the independent nature of the Parties' regulatory authorities;
- (b) Laboratory exchanges;
- (c) University exchanges (and other educational programs);
- (d) Personnel training and exchanges;
- (e) Supply chain development, contracting, and coordination;
- (f) Research and development;

- (g) Planning for public messaging;
- (h) Development of a “Lessons Learned” database related to Projects under the Program;
- (i) Regional collaboration (including, as appropriate, in support of joint work on nuclear power plants in other countries in the region); and
- (j) Collaboration on expanding engagement for related areas, such as grid optimization and management, modernization of generation capacity, hydrogen production, and industrial application of nuclear technology to carbon-intensive sectors (for example, steel and cement sectors).

#### **ARTICLE 4. STRATEGIC COOPERATION**

Lithuania shall encourage the Project Company to select a U.S. nuclear reactor design, to engage a U.S. entity as the main Technology Vendor, and to consider a U.S. entity as the main EPC Contractor for any nuclear newbuild in Lithuania, and the United States shall encourage participation of U.S. entities in such newbuild. Neither the United States nor any representative of the United States shall have any role in the selection of a Technology Vendor, EPC Contractor, or any other Project Participant, or have any role in any Project Participant’s performance of a contract.

#### **ARTICLE 5. MANAGEMENT OF COOPERATION**

1. The Parties shall establish a Steering Committee, composed of senior-level representatives of the Parties, to coordinate, facilitate, and review cooperative activities under this Agreement.
2. The Steering Committee shall act by consensus decision of all Steering Committee members and may invite additional experts and technical points of contact, on an as-needed basis, to attend meetings and provide advice and recommendations to the Steering Committee.
3. The Steering Committee shall convene as necessary and for at least two regularly scheduled working sessions per year, unless otherwise jointly decided by the Steering Committee.
4. The Steering Committee may establish bilateral working groups as necessary to carry out its work under this Agreement.
5. The Steering Committee shall (a) provide guidance and input to the Joint Program Implementation Committee (JPIC) developing a Technology Assessment Report (TAR) and to the Joint Project Development Team (JPD Team) creating the Project Development Plan (PDP) for each Project, as appropriate; (b) solicit input from U.S. official lenders, export credit agencies from third countries, and other financial institutions regarding financing requirements; and (c) facilitate collaboration between Project Participants and the Project Company, recognizing the policies, procedures, and independent decision-making authority of such Project Participants and the Project Company.

## **ARTICLE 6. TECHNOLOGY ASSESSMENT REPORT AND PROJECT DEVELOPMENT PLAN**

1. Within thirty (30) days of the entry into force of this Agreement, the Parties shall establish a JPIC, which is expected to be composed of representatives of the Parties, to report to the Steering Committee, and to consult with technical experts as appropriate to support the drafting of the TAR, recognizing that the goal is for the TAR to be completed within six (6) months of the entry into force of this Agreement.
2. The TAR is anticipated to include:
  - (a) a market analysis of SMR technologies;
  - (b) a risk and project delivery assessment of SMR technologies (for the entire life cycle of such reactors), to include suitability and design/project maturity criteria related to the SMR technologies and the whole nuclear fuel cycle;
  - (c) nuclear newbuild siting analysis, including a technology assessment, as appropriate; and
  - (d) potential financing arrangements and sources for Projects, identified and compiled by the JPIC, anticipating that the JPIC may solicit participation from U.S. and European public and private institutions in financing Projects and recognizing that any financing would be subject to the policies, procedures, requirements, and independent decision-making authority of financial institutions and that financing by U.S. official lenders would also be subject to the considerations set forth in Article 8 of this Agreement.
3. While compiling the TAR, the JPIC is expected to consult with the Steering Committee and the Project Company, as appropriate, related to the elements identified in paragraph 2 of this Article, for those entities' consideration and further action as they deem appropriate.
4. Upon completion of the TAR, as determined by the Steering Committee, the Steering Committee shall distribute, in writing, duplicate copies of the completed TAR to the Parties and the Project Company.
5. Within 30 days of the date of such distribution pursuant to paragraph 4 of this Article, each Party shall in writing advise the other Party of its determination as to whether the TAR adequately addresses the items set forth in paragraph 2 of this Article (a determination of adequacy constitutes "TAR Acceptance"). If TAR Acceptance by both Parties does not occur within 30 days, including for the reason that either Party has advised that the TAR does not adequately address the items set forth in paragraph 2 of this Article, the Parties shall promptly commence consultations to resolve outstanding issues. To the extent any specific areas are identified for further consultations, the United States shall make technical expertise available, as appropriate, to Lithuania and the Project Company to consult on those points.

6. As soon as reasonably practical after any final selection by Lithuania or the Project Company of a U.S. entity as the main Technology Vendor for a specific nuclear newbuild project in Lithuania, the Steering Committee shall establish a JPD Team specific to such Project, comprised of working-level representatives of the Parties, which shall be tasked with (a) creating a PDP for the Project; and (b) identifying specific areas of bilateral cooperation under Article 2(6) of this Agreement to support such Project. The PDP is expected to be developed in coordination with the Parties, the Project Company, and the U.S. Technology Vendor and its associated Project delivery team, as applicable. The Steering Committee shall establish milestones for the development of the PDP by the JPD Team.
7. The scope of each PDP is expected to be determined by the Steering Committee, based on the needs of the Project. At a minimum, the PDP is anticipated to include the following:
  - (a) areas of bilateral cooperation under this Agreement to support delivery of the Project and related activities both prior to and following commencement of commercial operation of the Project;
  - (b) potential financing arrangements and sources for the Project, identified and compiled by the JPD Team, anticipating that the JPD Team may solicit participation from U.S. and European public and private institutions in financing the Project and recognizing that any financing would be subject to the policies, procedures, requirements, and independent decision-making authority of financial institutions and that financing by U.S. official lenders would also be subject to the considerations set forth in Article 8 of this Agreement;
  - (c) guidance concerning potential ownership and operating structure(s) for the Project;
  - (d) guidance on potential contracting structures (including risk support and mitigation mechanisms) for the Project;
  - (e) economic arrangements to support the Project; and
  - (f) application to the Project of “lessons learned” from prior nuclear projects.
8. Upon completion of the PDP, as determined by the Steering Committee, the Steering Committee shall distribute, in writing, duplicate copies of the completed PDP to the Parties and the Project Company.
9. Within 30 days of the date of such distribution pursuant to paragraph 8 of this Article, each Party shall advise the other Party in writing of its determination as to whether the PDP adequately addresses the items set forth in paragraph 7 of this Article (a determination of adequacy constitutes “PDP Acceptance”). If PDP Acceptance by both Parties does not occur within 30 days, including for the reason that either Party has advised that the PDP does not adequately address the items set forth in paragraph 7 of this Article, the Parties shall promptly commence consultations to resolve outstanding issues. To the extent any specific areas are identified for further consultations, the United States shall make technical expertise available,



as appropriate, to Lithuania and the Project Company and Project Participants to consult on those points.

#### **ARTICLE 7. PROCUREMENT**

The Parties take note of Lithuania’s intention to comply with all Lithuanian and European Union public procurement rules in executing the Program. The Parties recognize that U.S. technical, safety, and security expertise offered under this Agreement will be most effective if the Technology Vendor and EPC Contractor to any nuclear newbuild project in Lithuania are U.S. entities. In that regard, if necessary and as appropriate, Lithuania shall endeavor to obtain exemption or clearance from the European Commission and any other relevant competent authorities, that the financing of any such newbuild and the selection of the Technology Vendor and the EPC Contractor do not need to undergo an open market procedure, such exemption or clearance being subject to the independent decision-making authority of the European Commission and any such other relevant competent authorities. Beyond that, the Parties take note that all procurement covering works, supplies, and services for any Project shall be conducted by the Project Company in accordance with Lithuania’s national laws and EU public procurement rules. The Parties may establish implementing agreements or arrangements relating to procurement, as necessary.

#### **ARTICLE 8. FUNDING**

The United States expresses its strong interest in facilitating the utilization of the Export-Import Bank of the United States and other applicable and available U.S. official lenders and U.S. financing institutions to support the overall financing for each Project, subject to the policies, procedures, requirements, and independent decision-making authority of such institutions, including particularly their legal, technical, financial, environmental, social, and safety due diligence of any Project. The Parties acknowledge that such due diligence may include the review by such institutions of the TAR, the PDP, structure, timing, or other aspects of a Project, independent of any determination or other input by the United States on such aspects pursuant to this Agreement. Such financing would be subject to the timing, finance structure, project documentation, and credit terms requirements of the U.S. official lenders and financial institutions, and evidenced by customary financing documentation for such institutions, involving applicable Project counterparties, to include Lithuania.

#### **ARTICLE 9. INFORMATION SHARING AND CONFIDENTIALITY**

1. In the event that information identified in a timely fashion as “business-confidential” is furnished or created under this Agreement, each Party shall protect such information in accordance with its applicable laws, regulations and administrative practices, and shall implement contractual measures, as appropriate, to require its relevant Project Participants, and for Lithuania, the Project Company, to afford the same protection. Information may be

identified as “business-confidential” by a Party if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

2. Except as required by applicable law, non-public information transferred under this Agreement shall not be disclosed by the receiving Party to third parties without the consent in writing of the other Party and shall be used exclusively in accordance with this Agreement and not for any other purpose.
3. If either Party determines that a particular cooperative activity may lead or has led to the creation of intellectual property, the Parties shall promptly consult with each other to determine the allocation of rights to the intellectual property. The Parties shall endeavor to reach a written agreement respecting the allocation of rights to such intellectual property. If agreement cannot be reached within 12 months, cooperation on the cooperative activity in question shall be terminated at the request of either Party.

#### **ARTICLE 10. LOCAL CONTENT**

Subject to the other provisions of this Agreement as well as technical and financing needs of the Projects, the Parties shall encourage and promote optimization of Lithuanian local content in each Project and the Program.

#### **ARTICLE 11. DISPUTE SETTLEMENT**

Any dispute arising from the implementation or interpretation of this Agreement shall be settled amicably by consultation between the Parties.

#### **ARTICLE 12. ENTRY INTO FORCE, AMENDMENT AND TERMINATION**

1. This Agreement shall enter into force upon signature by both Parties.
2. This Agreement may be amended by written agreement between the Parties.
3. Either Party may terminate this Agreement upon at least one year’s prior written notice through diplomatic channels to the other Party.

4. Notwithstanding the termination of this Agreement, all business-confidential or otherwise non-public information received or created under this Agreement shall continue to be protected in accordance with the provisions set forth in Article 9 of this Agreement.

DONE at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024, in two originals, in the English and Lithuanian languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF LITHUANIA:**

\_\_\_\_\_

\_\_\_\_\_