

MEMORANDUM OF UNDERSTANDING

for a partnership

between the European Atomic Energy Community and the International Atomic Energy Agency

on nuclear safety cooperation

This Memorandum of Understanding (MOU) is entered into by the European Atomic Energy Community, (hereinafter also referred to as "the Community") and the International Atomic Energy Agency, (hereinafter also referred to as "the IAEA") and hereinafter also individually referred to as "Side" and jointly as "the Sides". The European Commission (hereinafter referred to as the "Commission") will implement this MOU on behalf of the Community.

WHEREAS reference is made to the "Cooperation Agreement between the European Atomic Energy Community and the International Atomic Energy Agency", which entered into force on 1 January 1976 and a "Joint Statement of the International Atomic Energy Agency and the European Commission", which was signed by the Sides on 7 May 2008;

WHEREAS the Sides recognize the co-operation under this MOU complements the already existing co-operation between the Sides in areas of common interest;

NOW, THEREFORE, the Sides envisage strengthening the partnership ("Partnership") of the Sides on nuclear safety cooperation through the modalities of this MOU as follows;

ARTICLE I. PRINCIPLES AND OBJECTIVES

1.1 The Sides envisage cooperating and consulting with each other with regard to matters of common interest whenever this may be appropriate in the light of their respective mandates.

1.2 Through this MOU, the Sides express their wish to strengthen and structure their cooperation in the area of nuclear safety.

1.3 The Partnership will be based on respect and mutual understanding of the respective strengths, mandates, organizational structures, and institutional capacities, as well as the governing regulations, rules, policies and procedures of the respective Sides.

1.4 The objectives of the Partnership are:

- a. to establish a framework for cooperation;
- b. to facilitate the joint identification of programmes for potential cooperation in the areas covered by the Partnership;
- c. to enhance knowledge sharing with a view to fostering co-ordination and synergies in the areas of cooperation, and to support best practices in IAEA Member States, when requested; and
- d. to build on each Side's comparative advantage, with the objective to strengthen nuclear safety worldwide.

1.5 It is anticipated that working towards these objectives will lead to greater harmonization, coordination and complementarity of planning and identification of projects for cooperation. Likewise it will result in a structured framework for cooperation, for shared analysis and exchange of information.

1.6 The objectives of the Partnership will be achieved through:

- a. Regular dialogue between the Sides;
- b. Enhanced collaboration at all levels between the Sides; and
- c. Financial cooperation under existing contribution agreements between the Sides or by signing new agreements, when needed.

ARTICLE II. SPECIFIC AREAS OF COOPERATION

The Sides, subject to their respective Financial Regulations and Rules, policies and procedures and subject to the availability of funds, envisage cooperating in specific areas including the following:

- a. Nuclear safety standards, regulatory framework, installation safety, protection against ionising radiation from radioactive materials, in particular from high activity radioactive sources, safe management of spent fuel and radioactive waste, safe transport of radioactive material and safe decommissioning of installations, as well as safety related research;
- b. Provision of IAEA peer reviews of the nuclear safety regulatory structure and nuclear installations safety of IAEA Member States which are Member States of Euratom, that so request, in accordance with IAEA Safety Standards and in line with the Council Directive 2009/71/EURATOM of 25 June 2009 establishing a Community framework for the nuclear safety of nuclear installations;
- c. Assistance to countries, that so request, in further development of comprehensive risk and safety assessments and related peer reviews based on experiences and lessons learnt in IAEA Member States;
- d. Assistance to countries, that so request, introducing a nuclear power programme or further developing nuclear power use by coordinating assistance activities and sharing information;
- e. Arrangements for the prevention of emergencies with radiological consequences, as well as the management and mitigation of consequences thereof, should they occur, (emergency preparedness) in accordance with the Joint radiation Management Plan of the International Organizations;”
- f. Support for the implementation of the IAEA Nuclear Safety Action Plan (NSAP); and
- g. Provision of IAEA peer reviews of radioactive waste and spent fuel management of the IAEA Member States which are Member States of Euratom, that so request, in accordance with IAEA Safety Standards and in line with the Council Directive 2011/70/EURATOM of 19 July 2011 establishing a Community framework for the responsible and safe management of spent fuel and radioactive waste.

ARTICLE III. POINTS OF CONTACT

The Sides will each appoint a point of contact responsible for the coordination of activities under this MOU. All correspondence related to this MOU will be through the designated points of contact. Any change to the points of contact will be notified in writing to the other Side in a timely manner.

ARTICLE IV. SENIOR OFFICIALS LIAISON COMMITTEE

4.1 A Senior Officials Liaison Committee (SOLC) will be established by the Sides.

4.2 The SOLC will be comprised of senior representatives of the Sides. Each Side will appoint up to five (5) representatives as permanent members of the SOLC, within three (3) months after the signature of this MOU by the Sides. Besides the permanent members, experts may be invited on an ad hoc basis to the respective meetings of the SOLC, as deemed appropriate by the Sides.

4.3 The SOLC will meet once per year in order to hold consultations on the development and review of activities to be conducted under the cooperation framework established under this MOU. Detailed programmes of such activities will be developed following consultations between the Sides.

4.4 It is envisaged that the meetings of the SOLC would alternate between Brussels and Vienna.

ARTICLE V. NON BINDING AND FURTHER ARRANGEMENTS

Nothing in this MOU will, without further agreement by the Sides as described in this Article, give rise to legal or financial obligations upon either Side. To the extent that any activity may give rise to a legal or financial obligation, separate agreements shall be concluded prior to such activity being undertaken. In particular, where measures taken further to this MOU may require financial contributions by the Community, separate agreements shall be entered into under the Financial and Administrative Agreement between the European Community and the United Nations (FAFA) concluded on 29 April 2003, to which the IAEA adhered on 17 September 2004.

ARTICLE VI. PERSONNEL

Any personnel employed by the respective Sides remains subject to the regulations and rules of respective Sides in all matters of employment, medical and life insurance and employee rights and benefits. Nothing contained in this MOU will be deemed to constitute or create any employer/employee relationship between the Sides.

ARTICLE VII. DISSEMINATION OF INFORMATION

7.1 The Sides will support the widest possible dissemination of information provided or exchanged under this MOU, subject to the need to protect proprietary or confidential information. The Sides will ensure the confidentiality of information classified by the other Side as restricted or confidential.

7.2 The Sides will seek to ensure that the, financial or otherwise, contributions provided by each Side in the context of specific projects entered into through separate written agreements, in accordance with Article V of this MOU, will be acknowledged and publicised in accordance with section 11 of the FAFA.

ARTICLE VIII. INTELLECTUAL PROPERTY

The Sides will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto including the necessity of separate written agreements referred to in Article V, ensure that the intellectual property and rights thereto, including all copyrights and patents, in and to any materials or invention produced by either Side, their employees and sub-contractors arising from the cooperation between the Sides are protected and owned by the relevant Side and can be used by the Sides to further their respective roles of fostering the exchange and dissemination of information.

ARTICLE IX. USE OF NAMES, EMBLEMS AND FLAGS

Documentation relating to activities undertaken under this MOU may include the respective names, emblems and flags of the Sides. The names, emblems and flags are and remain the property of the respective Side. Joint use of the names, emblems and flags is restricted to activities conducted under this MOU and each use will be approved in writing on a case-by-case basis by the owning Side. The Sides will not otherwise use the name, emblem or flag of the other Side without prior written permission.

ARTICLE X. PRIVILEGES AND IMMUNITIES

Nothing in this MOU will be construed as a waiver, either express or implied, of the privileges and immunities accorded to the respective Sides by their respective Member States.

ARTICLE XI. SETTLEMENT OF DISPUTES

Any disputes arising out of or relating to the interpretation or implementation of this MOU will be amicably settled between the Sides.

ARTICLE XII. MODIFICATION

No modification of, or changes to this MOU, or waiver of any of its provisions, will be valid unless mutually agreed in writing by the Sides. Notwithstanding the foregoing, any change to the respective focal points of contacts will be notified to the other Side as mentioned in Article III, without requiring the consent of the other Side.

ARTICLE XIII. DURATION

This MOU will remain valid for a period of four (4) years after signature by the Sides and can be extended by exchange of letters.

ARTICLE XIV. TERMINATION

Either Side may terminate this MOU by giving sixty (60) days' written notice to the other Side. Where notice of termination is given, the Sides will take immediate steps to bring all activities under this MOU to a close in a prompt and orderly manner.

Done at Vienna, 17 September 2013 in duplicate,

For the European Atomic Energy Community
represented by the European Commission:


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For the International Atomic Energy Agency:


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