

## **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.

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.

The Sides recognize that the co-operation under this MOU complements the already existing co-operation between the Sides in areas of common interest which was based on the MOU signed in 2013 and renewed in 2017 and 2021 (hereinafter also referred to as “the 2013 MOU”).

The Sides have decided to conclude this MOU which upon signature by both Sides will supersede the 2013 MOU.

The Sides envisage strengthening the partnership (“Partnership”) of the Sides on nuclear safety cooperation to address a number of current and future significant regulatory and technological developments, through the modalities of this MOU as follows.

#### **SECTION I. PRINCIPLES AND OBJECTIVES**

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.

Through this MOU, the Sides express their wish to further strengthen and structure their cooperation in the area of nuclear safety, which includes also radiation safety, waste safety, and emergency preparedness and response.

The Partnership should 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.

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.

Working towards these objectives leads to greater harmonization, coordination and complementarity of planning and identification of projects for cooperation. Likewise, it results in a structured framework for cooperation, for shared analysis, and exchange of information.

The objectives of the Partnership should 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.

## **SECTION II. SCOPE OF COOPERATION**

Subject to each Side's respective Financial Regulations and Rules, policies and procedures, cooperation between the Sides may include:

- a. Supporting the continuous improvement of the IAEA safety standards, strengthening the regulatory framework, enhancing the safety of nuclear facilities, protection against ionising radiation from radioactive materials, in particular from high activity radioactive sources, safe management of spent fuel and radioactive waste, and safe decommissioning of nuclear facilities;
- b. Supporting the development of nuclear safety requirements for small modular reactors (SMR) and for fusion facilities, taking account of the specificities of fusion devices, as well as for other innovative nuclear technologies used for power or process applications;
- c. Promoting the Vienna Declaration on Nuclear Safety for the implementation of the Convention on Nuclear Safety's objective to prevent accidents and mitigate radiological consequences and of the Nuclear Safety Objective laid down in the applicable Community legislation;
- d. Provision of IAEA peer reviews of the nuclear safety regulatory structure and nuclear facilities safety of IAEA Member States which are Member States of the Community, that so request, in accordance with IAEA Safety Standards and with the applicable Community legislation;
- e. Provision of IAEA peer reviews on safety of radioactive waste and spent fuel management of the IAEA Member States which are Member States of the Community, that so request, in accordance with IAEA Safety Standards and with the applicable Community legislation;
- f. Supporting peer reviews, organised with the collective participation of several countries, as well as peer reviews and follow-up missions of nuclear safety and emergency preparedness topics invited by IAEA Member States which are Member States of the Community;
- g. Provision of 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;
- h. Promoting nuclear safety culture in all relevant organizations, including the licensee's and regulatory body's safety culture;
- i. Provision of assistance in the field of nuclear safety and emergency preparedness and response at their request to countries with a nuclear power programme, introducing or further developing nuclear power use, or developing non-power uses of nuclear technologies by coordinating assistance activities and sharing information;
- j. Management of arrangements for the prevention of emergencies with radiological consequences, as well as the management and mitigation of consequences thereof, should they occur, (emergency preparedness and response) in accordance with the Joint Radiation Emergency Management Plan of the International Organizations;
- k. Monitoring safety aspects related to non-power uses of nuclear and radiation technologies and applications including a secure supply of isotopes for medical uses, continuous improvement of radiation protection and safety for patients and medical staff, and facilitating innovation in the medical applications of radioisotopes, radiopharmaceuticals and ionising radiation;
- l. Exchanging information on their respective research activities in the areas of nuclear safety of existing and future innovative fission and fusion reactor systems, radiation protection,

- safe spent fuel and radioactive waste management and decommissioning, cross-cutting nuclear data innovative nuclear fuels, reference materials and measurements, including the safe use of nuclear power and of non-power applications of ionising radiation;
- m. Assisting upon request IAEA Member States, including non-EU Member States, in maintaining and further developing expertise and competence in the field of nuclear safety, including mobility, education and training, knowledge management and dissemination; and
  - n. Support for IAEA capacity building activities, including those under the Technical Cooperation (TC) programme, in the areas of radiation and nuclear safety, including SMRs, through expert missions and lecturers.

### **SECTION III. POINTS OF CONTACT**

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

### **SECTION IV. SENIOR OFFICIALS LIAISON COMMITTEE**

A Senior Officials Liaison Committee (SOLC) is established by the Sides.

The SOLC is comprised of senior representatives of the Sides. Each Side appoints a Co-Chair and can appoint up to a further five (5) representatives as permanent members of the SOLC. Besides the permanent members, experts may be invited on an ad hoc basis to the meetings of the SOLC, as deemed appropriate by the Sides.

The SOLC normally meets 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 are developed following consultations between the Sides.

Meetings of the SOLC would alternate between Brussels or Luxembourg and Vienna.

### **SECTION V. NON-BINDING AND FURTHER ARRANGEMENTS**

Nothing in this MOU, without further agreement by the Sides as described in this paragraph, gives 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, as amended on 22 January 2014 and as adapted on 31 December 2018.

### **SECTION VI. PERSONNEL**

Any personnel employed by the respective Sides remain subject to the regulations and rules of the 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.

### **SECTION VII. DISSEMINATION OF INFORMATION**

The Sides 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 should ensure the confidentiality of information classified by the other Side.

The Sides should seek to ensure that the contributions, financial or otherwise, provided by each Side in the context of specific projects entered into through separate written agreements, in accordance with

Section V of this MOU, should be acknowledged and publicised in accordance with the provisions of the relevant written agreement.

#### **SECTION VIII. INTELLECTUAL PROPERTY**

The Sides should 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 Section 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.

#### **SECTION 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 should be approved in writing on a case-by-case basis by the owning Side. The Sides should not otherwise use the name, emblem or flag of the other Side without prior written permission.

#### **SECTION 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.

#### **SECTION XI. DIFFERENCES**

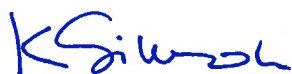
Any differences arising out of or relating to the interpretation or implementation of this MOU should be amicably resolved between the Sides.

#### **SECTION XII. TERMINATION**

Cooperation may continue until the Sides agree that the objectives of this MOU have been achieved or until one Side discontinues its participation.

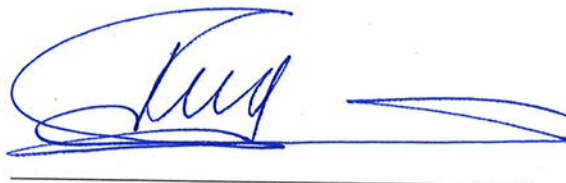
Signed in Vienna on 27 September 2022 in duplicate.

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



Commissioner Kadri Simson

For the International Atomic Energy Agency:



Director-General Rafael Mariano Grossi