

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NUCLEAR REGULATORY AUTHORITY OF  
THE SLOVAK REPUBLIC

AND

THE MOROCCAN AGENCY FOR NUCLEAR AND  
RADIOLOGICAL SAFETY AND SECURITY

FOR THE EXCHANGE OF TECHNICAL INFORMATION  
AND COOPERATION IN THE FIELD OF REGULATION  
OF THE SAFE USE OF NUCLEAR ENERGY FOR  
PEACEFUL PURPOSES

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The Nuclear Regulatory Authority of the Slovak Republic (hereinafter referred to as the "ÚJD SR") and the Moroccan Agency for Nuclear and Radiological Safety and Security (hereinafter referred to as the "AMSSNuR"), the two together hereinafter referred to as the "Participants";

Considering that the Slovak Republic and the Kingdom of Morocco are Member States of the International Atomic Energy Agency (IAEA) and as Member States of the IAEA are guided by the principles of peaceful use of nuclear energy;

Considering that the Slovak Republic is a Member State of the European Union and the European Atomic Energy Community (EURATOM);

Desiring to have mutual cooperation and continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety, security, and environmental impact of nuclear facilities;

Confirming their mutual interest in pursuing cooperation in the area of nuclear energy use for peaceful purposes;

Convinced that the exchange of information in the field of regulation of the safe use of nuclear energy for peaceful purposes will strengthen cooperation in respective potential peaceful uses of nuclear energy, focusing particularly on present opportunities of mutual benefit;

Affirming that it is in their joint interest to execute this Memorandum of Understanding for the exchange of technical information and cooperation in the field of regulation of the safe use of nuclear energy for peaceful purposes (hereinafter referred to as the "Memorandum");

Desiring to continuously improve regulation of the safe use of nuclear energy;

Have reached the following understanding:

## **I. Purpose**

1. The Participants will seek to specify the relationship between the Participants, in particular concerning the exchange of information and experience, the use of information, and administration of the cooperation.
2. The cooperation set up by this Memorandum is intended to be carried out on these two principles:
  - (a) mutual benefits and reciprocity; and
  - (b) respecting the applicable domestic law of the Participants (i.e. constitutions, constitutional laws, laws, regulations, policies, and other acts of the public order of their States).

## **II. Areas of Cooperation**

The objective of this Memorandum is intended to facilitate cooperation between the Participants in the following areas:

- (i) legal framework for regulation of the safe use of nuclear energy for peaceful purposes, including but not limited to the procedures and practices, regulatory standards used for licensing and regulation of nuclear installations, and nuclear and radiological safety and security regulations;
- (ii) licensing, enforcement, and inspection procedures;
- (iii) inspection program of research reactors;
- (iv) radioactive waste management and spent fuel management;
- (v) emergency preparedness, response, and post-accident management;
- (vi) education and training, and capacity building;
- (vii) leadership and management for safety culture;
- (viii) communication projects and strategies;
- (ix) international and public relations, including but not limited to the major public information activities; and
- (x) development of legislative and regulatory framework in the field of nuclear safety and nuclear security.

## **III. Scope of the Memorandum**

A. To the extent that the Participants are permitted to do so under their applicable domestic law (i.e. constitutions, constitutional laws, laws, regulations, policies, and other acts of the public order of their States), they may cooperate under this Memorandum in the following forms:

1. Technical information exchange:
  - (a) exchange of unclassified technical information relating to regulation of nuclear safety, security, radioactive waste management, and environmental impact of designated nuclear energy facilities and to nuclear safety research programs;
  - (b) exchange of documents relating to and/or describing the Participants' processes for licensing and regulating facilities designated as similar and licensed and regulated by the Participants;
  - (c) exchange of information in the field of reactor safety research that the Participants are permitted to disclose, either in the possession of one of the Participants or available to it;
  - (d) exchange of regulatory procedures and policy for nuclear safety, security, radioactive waste management, and environmental impact assessment of

- nuclear facilities;
  - (e) training programs in nuclear safety and security.
  - 2. Development of legislative basis in the field of nuclear safety.
  - 3. Exchange of experience:
    - (a) in licensing of nuclear safety and security activities;
    - (b) in oversight and control of nuclear safety and security activities including development and implementation of inspection programs;
    - (c) in safety regulation of radioactive waste management and management of spent nuclear fuel, including its transportation and safe storage;
    - (d) in supervision over accounting and control of nuclear materials, radioactive sources, radioactive waste as well as supervision of physical protection of nuclear installations, radioactive waste and other radioactive sources;
    - (e) in emergency preparedness and response.
  - 4. Organization of training courses, workshops, seminars, meetings, best practices exchanges and technical consultations on specific areas of cooperation referred to in Section II.
  - 5. Implementation of joint projects.
  - 6. Scientific and experts' visits.
  - 7. Exchange of scientists, engineers and other specialists, and researchers for participation in activities conducted by the Participants, in accordance with the provisions of this Memorandum.
  - 8. Tabletop and joint field exercises.
  - 9. Implementation of joint projects and studies dealing with the areas of cooperation referred to in Section II.
- B. Other specific forms of cooperation may be added by mutual written consent between the Participants.
- C. To the extent necessary, the Participants will be encouraged to conclude separate arrangements, in the framework and under the conditions of this Memorandum, to set out the scope, terms, and conditions to implement cooperation activities. Such separate arrangements may be concluded by the Participants and/or by bodies which either Participant may eventually entrust with execution of such activities. Such separate arrangements may cover, *inter alia*, financing provisions, assignment of management responsibilities and detailed provisions on dissemination of information and intellectual property rights.
- D. In order to achieve maximum synergies, the Participants will seek to coordinate their activities under this Memorandum with other international activities, related to the aforementioned areas of cooperation, in which they are Participants.

#### **IV. Exchange of Information**

1. Subject to its applicable domestic law (i.e. the constitution, constitutional laws, laws, regulations, policies, and other acts of the public order of its State) and provisions of this Memorandum, each Participant and its designees intend to make their best efforts to make freely available to the other Participant and its designees any information at its disposal which is required for the execution of collaborative activities under this Memorandum.
2. Each Participant may provide the other Participant with any information that it considers to be of interest to the other Participant, without receiving a request for that information and pursuant to this Memorandum.

3. The Participants will support the reasonable dissemination of information which they have the opportunity to disclose, and which is either developed jointly or intended to be provided or exchanged pursuant to this Memorandum, subject to the need to protect undisclosed information and the need to protect intellectual property created or furnished under this Memorandum.
4. Information transmitted by one Participant to the other Participant under this Memorandum is expected to be accurate to the best knowledge and belief of the transmitting Participant, but the transmitting Participant does not warrant the suitability of the information transmitted for any particular purpose, use, or application by the receiving Participant or by any third party. Information developed jointly by the Participants is expected to be accurate to the best knowledge and belief of both the Participants. Neither Participant intends to warrant the accuracy of the jointly developed information or its suitability for any particular purpose, use, or application by either Participant or by any third party.
5. Information received by one Participant according to this Memorandum is not intended to be freely disseminated without consent of the other Participant unless otherwise accepted or stated by a delivering Participant or unless otherwise stated in this Memorandum.
6. The application or use of any information exchanged or transferred between the Participants under this Memorandum are expected to be on the responsibility of the receiving Participant or a third party.

## **V. Exempted Information**

Each Participant's effort to provide information pursuant to Section 5 is subject to:

- (a) its applicable domestic law (i.e. the constitution, constitutional laws, laws, regulations, policies, and other acts of the public order of its State);
- (b) any other contract, agreement, or commitment that binds either Participant;
- (c) the opportunity to refuse to provide the information that would be unreasonably difficult or costly to identify or provide, unless otherwise mutually accepted between the Participants;
- (d) the opportunity to refuse to provide the undisclosed information that is not determined to be disseminated to the other Participant; and
- (e) the opportunity to refuse to provide information received from a third party and that is not determined to be disseminated.

## **VI. Use of Information**

1. The Participants intend to ensure that the received information, or the results of the activities carried out by them under this Memorandum, are used exclusively for peaceful purposes.
2. Each Participant may use and freely disseminate any information received from the other Participant under this Memorandum without obtaining any other permission of the other Participant, unless that information has been provided under classification or with restriction on its use and dissemination.
3. Each Participant may indicate that any information provided to the other Participant under this Memorandum is undisclosed or may impose restrictions on its use and

dissemination.

4. Each Participant intends to respect the confidentiality of any information it receives from the other Participant that is identified as being undisclosed. Such information is expected to be protected in accordance with the applicable domestic law of a Participant receiving such information (i.e. the constitution, constitutional laws, laws, regulations, policies, and other acts of the public order of its State) and may be disseminated to a third party only based on the written permission of the other Participant.
5. Either Participant intends to respect restrictions imposed on the use of information it receives from the other Participant imposing such restrictions. Such information is expected to be protected in accordance with the applicable domestic law of a Participant receiving such information (i.e. the constitution, constitutional laws, laws, regulations, policies, and other acts of the public order of its State) and may be disseminated to a third party only based on the written permission of the other Participant.
6. In the event that the receiving Participant shares information in a manner that is inconsistent with or contrary to the provisions of this Memorandum, the receiving Participant is expected to promptly notify the transmitting Participant.
7. Each Participant using any information that is provided to it under this Memorandum will assume all risks incurred by its use and intends to hold the other Participant not liable for any damages so incurred.
8. Nothing contained in this Memorandum precludes a Participant from using or disseminating information received without restriction from sources outside of this Memorandum.

## **VII. Exchange of Experts**

1. Each Participant may request the other Participant to accept temporary visits from members of the requesting Participant's personnel, scientists, engineers, researchers, and other specialists (hereinafter referred to as "experts") from its State. The visits are expected to be carried out for the purpose of exchanging information or of training on regulatory issues.
2. Each Participant intends to make its best efforts to organize a visit that may be requested by the other Participant pursuant to paragraph 1.
3. Each Participant is expected to be responsible for the salaries, insurance, and allowances to be paid to its experts.
4. A sending Participant is expected to pay for the travel and living expenses of its exchanged experts staying at the host establishment, unless otherwise accepted.
5. A receiving Participant is expected to provide all necessary assistance under its applicable domestic law (i.e. the constitution, constitutional laws, laws, regulations, policies, and other acts of the public order of its State) to the exchanged personnel of the other Participant regarding administrative formalities (e.g. acquiring visas).
6. The Participants may set up joint working groups to carry out specific studies and projects on topics of nuclear safety which are of mutual interest.
7. During a visit or a stay, the experts are intended to be subject to the rules in force within

the premises of the hosting Participant and is intended to abide by the confidentiality terms and conditions defined in this Memorandum and in the respective acts of the public order of the hosting Participant's State, if necessary.

8. The Participants may come into an arrangement to govern the conditions under which a particular visit will take place.

## **VIII. Administration**

1. The exchange of information under this Memorandum is intended to be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings are intended to be held at such times as mutually agreed to review the exchange of information and cooperation under this Memorandum, to recommend revisions to the provisions of this Memorandum, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings are expected to be agreed upon in advance. Visits which take place under this Memorandum, including their schedules, are expected to have the prior approval of the administrators referred to in Section VIII.2. of this Memorandum.
2. An administrator responsible for the implementation of the provisions of this Memorandum will be designated by each Participants to coordinate its participation in the overall exchange under this Memorandum. The administrators are expected to be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the provisions of the exchange, the administrators are intended to be responsible for developing the scope of the exchange. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators are intended to ensure that both administrators receive copies of all transmittals.
3. The Participants are expected to inform each other in writing on the assignment of an Administrator. The Participants are expected to inform each other on replacement of an administrator upon 15 days following such a replacement.
4. The application or use of any information exchanged or transferred between the Participants under this Memorandum is intended to be the responsibility of the receiving Participant, and the transmitting Participant does not warrant the suitability of such information for any particular use or application.
5. Recognizing that some information of the type covered in this Memorandum is not available within the Participants, but is available from other agencies or bodies of the Governments of the Participants, each Participant is expected to assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies or bodies of the Government concerned. The foregoing will not constitute a commitment of other agencies or bodies to furnish such information or to receive such visitors.
6. As appropriate, cooperative projects may be defined and listed on action sheets. These action sheets should specify the tasks to be undertaken, the time schedule, and the resources involved on either side. For each cooperative project that may involve the sharing of costs or that may give rise to the creation of intellectual property, the Signatories intend to detail the project and specific arrangements for cost sharing and intellectual property rights in the relevant action sheet or appropriate arrangement.

## **IX. Financial Aspects**

1. Unless otherwise mutually accepted between the Participants, each Participant is intended to be solely responsible for its own participation costs under this Memorandum, including but not limited to those incurred by its coordinator in performing his or her responsibilities. The ability of the Participants to carry out their activities under this Memorandum is subject to the appropriation of funds by the appropriate governmental authority and to their applicable domestic law (i.e. constitutions, constitutional laws, laws, regulations, policies, and other acts of the public order of their States).
2. In connection with its participation in this Memorandum, each Participant intends:
  - (a) to be responsible for any damage or injury that arises out of actions or omissions by its own personnel or by representatives of their support organizations and not to hold the other Participant responsible for such damage or injury; and
  - (b) to be jointly responsible, if so accepted beforehand, for any damage or injury that arises out of joint actions.

## **X. Final Provisions**

1. The Participants intend to cooperate under this Memorandum in accordance with their applicable domestic law (i.e. constitutions, constitutional laws, laws, regulations, policies, and other acts of the public order of their States) and do not intend to exchange nuclear information related to proliferation-sensitive technologies under this Memorandum. Nothing contained in this Memorandum requires either Participant to take any action that would be inconsistent with its applicable domestic law (i.e. the constitution, constitutional laws, laws, regulations, policies, and other acts of the public order of its State). Should any conflict arise between the provisions of this Memorandum and the applicable domestic law of either Participant (i.e. the constitution, constitutional laws, laws, regulations, policies, and other acts of the public order of its State), the Participants intend to consult before any action is taken. If, for any reason, one of the Participants becomes aware that it will be, or may reasonably be expected to become, unable to meet any commitments under this Memorandum, it is expected to immediately inform the other Participant. The Participants intend thereafter to consult to determine an appropriate course of action.
2. This Memorandum may be amended at any time by mutual consent of the Participants and in writing, with an amendment signed on behalf of the Participants. Any amendment will come into effect on the date of its signature on behalf of both the Participants.
3. This Memorandum becomes effective upon signature by both Participants and is intended to remain effective for a period of 5 years. It may be extended for a further period of time by written consent of the Participants. Either Participant may cease its cooperation under this Memorandum by providing written notice to the other Participant of its intent to cease cooperation under this Memorandum, which it is expected to provide at least 180 days in advance of the date it intends to cease its cooperation.
4. Any ongoing activities, projects, and programs made under this Memorandum are expected to be completed consistent with the provisions of this Memorandum after this Memorandum is no longer effective, has expired, or has been discontinued, unless the Participants jointly determine otherwise in writing.
5. All information protected under this Memorandum is expected to continue to be protected consistent with the provisions of this Memorandum after this Memorandum



is no longer effective, has expired, or has been discontinued, unless the Participants jointly determine otherwise in writing.

6. This Memorandum is not an international agreement and does not establish any rights or obligations in accordance with international law.

The foregoing represents the understanding reached between the Participants on the matters referred to in this Memorandum.

Signed in duplicate at Vienna on this 29<sup>th</sup> day of September 2022 in the English language.

For the Nuclear Regulatory Authority  
of the Slovak Republic

For the Moroccan Agency for Nuclear  
and Radiological Safety and Security

[Signed]

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Marta Žiaková  
Chairperson

[Signed]

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Mounji Zniber  
Acting Director