

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE NUCLEAR REGULATORY AUTHORITY OF THE SLOVAK REPUBLIC**  
**AND**  
**THE NUCLEAR REGULATORY AUTHORITY OF THE REPUBLIC OF TÜRKİYE**  
**FOR**  
**COOPERATION AND EXCHANGE OF INFORMATION**  
**IN THE FIELD OF NUCLEAR SAFETY**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NUCLEAR REGULATORY AUTHORITY OF THE SLOVAK REPUBLIC  
AND  
THE NUCLEAR REGULATORY AUTHORITY OF THE REPUBLIC OF TÜRKİYE  
FOR  
COOPERATION AND EXCHANGE OF INFORMATION  
IN THE FIELD OF NUCLEAR SAFETY

The Nuclear Regulatory Authority of the Slovak Republic (hereinafter referred to as the “ÚJD SR”) and the Nuclear Regulatory Authority of the Republic of Türkiye (hereinafter referred to as the “NDK”), the two hereinafter referred to as the “Participants”;

Considering the significance of using nuclear energy for peaceful purposes for the benefit of both their States;

Considering that the Slovak Republic and the Republic of Türkiye are Member States of the International Atomic Energy Agency;

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

Recognizing the importance of the Treaty on the Non-Proliferation of Nuclear Weapons (1970) to which the Slovak Republic and the Republic of Türkiye are Parties;

Noting that the Slovak Republic and the Republic of Türkiye are in the phase of acquiring nuclear power units with similar reactor technologies and both Participants are responsible for regulation and supervision of related activities;

Emphasizing the importance of cooperation and exchange of information in ensuring nuclear safety;

Affirming that it is in their joint interest to execute this Memorandum of Understanding for cooperation and exchange of information in the field of nuclear safety (hereinafter referred to as the “Memorandum”);

Have reached the following understanding:

## **SECTION 1**

### **PURPOSE**

1. The Participants will seek to specify the relationship between the Participants, in particular concerning the exchange of information and personnel, 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).

## **SECTION 2**

### **SCOPE**

1. The Participants intend to cooperate according to provisions of this Memorandum and agree to exchange expert's experience and technical and regulatory information in the fields of nuclear safety, emergency preparedness and response, radioactive waste management and transportation of radioactive materials and related activities to the extent that they 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) and availability of appropriate funds and personnel of the Participants.

2. The cooperation and exchange of information may include the following areas:

- c) regulatory control of the safe use of nuclear energy,
- d) emergency preparedness and response,
- e) safety related research in relation to the authorization and inspection of nuclear facilities and practices,
- f) safety and security of nuclear facilities,
- g) safety and security of radioactive sources,
- h) safe transport of radioactive material,
- i) safe radioactive waste management,
- j) development, implementation, and review of the legal framework for regulation of the safe use of nuclear energy for peaceful purposes, including but not limited to legislation, regulations, guidelines, and requirements in the field of nuclear safety,
- k) authorization of activities and facilities subject to the nuclear regulatory control,
- l) accountancy and control of nuclear material,
- m) registration system for radiation sources,
- n) establishing and developing the framework of scientific and technical support organizations for regulatory bodies,
- o) integrated management system in the regulatory body,
- p) development and implementation of inspection programs,
- q) training of persons designated by the Participants in the areas falling under the scope of this Memorandum,
- r) authorization and certification of personnel for nuclear facilities and practices,
- s) international and public relations, including but not limited to the major public information activities, and
- t) other areas accepted by the Participants that are subject to the scope of this Memorandum.

### **SECTION 3**

#### **FORMS OF COOPERATION**

1. Cooperation under this Memorandum may be implemented in accordance with 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) in the following forms, subject to further specification by the Participants for each specific case under specific implementation arrangements detailing provisions especially in the areas regarding confidentiality, liability, intellectual property, financing, and divergence of views:

- a) exchange of documentation and information in any form on any media;
- b) expert visits, joint seminars, meetings, training courses, and workshops;
- c) establishment of joint working groups to carry out specific studies and projects;
- d) participation in the events initiated by the other Participant as an observer;
- e) consultations and advisory services;
- f) organization of training programs including on-the-job training;
- g) exchange of experience of regulatory staff and experts; and
- h) other forms accepted by the Participants.

2. Each Participant's cooperation or responsibility to provide information pursuant to this Memorandum is subject to:

- a) its applicable domestic law information (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.

### **SECTION 4**

#### **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 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.

## **SECTION 5**

### **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. 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.

## **SECTION 6**

### **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 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.

3. 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.

## **SECTION 7 ADMINISTRATION**

1. The exchange of information may be conducted by post or appropriate means of electronic communication, including but not limited to telephone, fax, and internet and by meetings and visits.

2. Each Participant is expected to appoint a coordinator to implement and administer this Memorandum as well as to supervise and coordinate its participation in the overall activities in the scope of this Memorandum. Each Participant is upon signing this Memorandum encouraged to notify the other Participant of a name of the person it has appointed as its coordinator.

3. Each Participant is expected to forthwith notify the other Participant of any change of the coordinator and at the same time to communicate a name of the newly appointed coordinator.

4. Unless otherwise accepted by the Participants, all requests for information and exchanges of information are expected to be made or provided by the coordinators and meetings between the Participants are expected to be arranged by the coordinators.

5. Recognising that some information of the type covered by this Memorandum may not be available with participation to this Memorandum but is available to other agencies or bodies of the Governments of the Participants, each Participant is expected to assist the other Participant to the maximum extent possible by organising visits and directing inquiries concerning such information to the appropriate agencies or bodies of the Government concerned. The foregoing is not intended to constitute a commitment of the other agencies or bodies to furnish such information or to receive such visitors.

## **SECTION 8**

### **FINANCIAL ASPECTS**

1. This Memorandum is intended to define a basis on which the Participants are expected to cooperate and is not intended to constitute a financial obligation to serve as a basis for expenses. 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 with regard to activities relating to the subject of this Memorandum as well as 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 organisations 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.

## **SECTION 9**

### **AMENDMENTS**

1. This Memorandum may be amended at any time by mutual written consent of the Participants and in writing, with an amendment signed by both Participants.

2. Any amendment will come into effect on the date of its signature by both Participants and will be an integral part of this Memorandum.

## **SECTION 10**

### **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). 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. Any divergence of views between the Participants arising out of or relating to this Memorandum, including interpretation or application of any provision therein, will be settled amicably through negotiations or consultations between the Participants.

3. This Memorandum will come into effect on the date of signature by both Participants and will remain in effect for a period of five (5) years. Unless one of the Participants provides a written notice to the other Participant of its intent not to continue with cooperation under this Memorandum at least ninety (90) days prior to expiry of the aforementioned five-year period,

the Memorandum will remain in effect for another five-year period. The same provisions for the automatic extension of cooperation under this Memorandum as stated in the previous sentence will apply in each five-year period.

4. Either Participant may cease its cooperation under this Memorandum at any time by providing a written notice to the other Participant of its intent to cease its cooperation under this Memorandum, which it is expected to provide at least ninety (90) days in advance of the date it intends to cease its cooperation.

5. Any ongoing activities, projects, and programmes 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.

6. 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.

7. 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 26<sup>th</sup> day of September 2022 in the English language.

For the Nuclear Regulatory Authority  
of the Slovak Republic

For the Nuclear Regulatory Authority  
of the Republic of Türkiye

[Signed]

[Signed]

---

Marta ŽIAKOVÁ  
Chairperson

---

Zafer DEMİRCAN  
President