

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NUCLEAR REGULATORY AUTHORITY OF THE SLOVAK REPUBLIC

AND

THE ATOMIC ENERGY REGULATORY BOARD OF THE REPUBLIC OF INDIA

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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ENERGY FOR PEACEFUL PURPOSES

The Nuclear Regulatory Authority of the Slovak Republic (hereinafter referred to as the “ÚJD SR”) and the Atomic Energy Regulatory Board of the Republic of India (hereinafter referred to as the “AERB”), the two together hereinafter referred to as the “Participants”;

Recalling Article 35(4) of the Act No. 575/2001 Coll. on the Organisation of the Activity of the Government and on the Organisation of the Central State Administration as amended, Article 4(1)(f) of the Act No. 541/2004 Coll. on Peaceful Use of Nuclear Energy (Atomic Act) and on the Amendments and Supplements as amended, and Article 4(4) of the Statute of the ÚJD SR (approved by the Government of the Slovak Republic by Resolution No. 341/2005 dated on 4th May 2005), all of which allow the ÚJD SR to reach regulatory cooperation arrangements;

Recalling Section 2(xiii) of the AERB constitution order (S.O.4772) which allows the AERB to reach regulatory cooperation arrangements;

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”);

Considering that the Slovak Republic and the Republic of India 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);

Having regard to the Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the Republic of India on co-operation in the field of the use of nuclear energy for peaceful purposes, signed on 9th November 1966 at New Delhi; the Agreement for cooperation between the European Atomic Energy Community and the Government of the Republic of India in the field of fusion energy research, signed on 6th November 2009 at New Delhi; and the Agreement between the European Atomic Energy Community and the Government of the Republic of India for research and development cooperation in the field of the peaceful uses of nuclear energy, signed on 15th July 2020;

Wishing to further develop friendly relationship between the Participants;

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

Have reached the following understanding:

SECTION 1

Definitions

For the purposes of this Memorandum:

- (a) “Information” means any information that is not in the public domain and is transferred in any form pursuant to this Memorandum and is designated and documented in hard copy or digital form by arrangement of the Participants that it will be subject to this Memorandum, but will cease to be information according to this Memorandum whenever a Participant transferring the information or any third party legitimately releases it in the public domain.
- (b) “Undisclosed Information” means any information, patented/copyrighted or not, expressly declared as undisclosed (including classified as well as non-classified information subject to business or any other secrecy or sensitivity) by a Participant, communicated to the other Participant within the framework of this Memorandum or any specific implementing arrangements, including but not limited to any know-how, technical data, or technical, commercial, or financial information.
- (c) “Intellectual Property” has the meaning given by Article 2 of the constituent instrument of the World Intellectual Property Organisation (WIPO), done at Stockholm on 14 July 1967.
- (d) “Personnel” means representatives of the Participants or otherwise determined by the Participants as their representatives.

SECTION 2

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 3

Scope of the Memorandum

- (1) The Participants will endeavour to pursue cooperation in the following areas 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):

- (a) regulatory aspects of nuclear safety and security, emergency preparedness, and management system;
 - (b) exchange and provision of the regulatory information, experience, and good practices related to the work and the interest of the Participants;
 - (c) exchange of scientists, engineers, employees of Participants, and other specialists for agreed periods of time in order to carry out duties that are in accordance with this Memorandum;
 - (d) activities of nuclear regulatory authorities, including but not limited to organisation of such activities and comprising but not limited to:
 - (i) organisation of workshops, seminars, meetings, and other events to discuss and exchange information on agreed topics in the areas of the work and the interest of the Participants;
 - (ii) execution of joint studies, projects, or programmes related to the work and the interest of the Participants;
 - (iii) regulatory activities related to siting, designing, construction, commissioning, operation, and decommissioning of civilian nuclear facilities;
 - (e) legal framework for regulation of the safe use of nuclear energy for peaceful purposes, including but not limited to the procedures and practices, and regulatory standards used for licensing and regulation of civilian nuclear facilities; and
 - (f) international and public relations, including but not limited to the major public information activities.
- (2) The Participants will also endeavour to pursue cooperation in such other areas of cooperation as are mutually accepted upon by the Participants in writing.

SECTION 4

Forms of Cooperation

- (1) The Participants will strive to perform cooperation under this Memorandum in compliance with their applicable domestic law (i.e. constitutions, constitutional laws, laws, regulations, policies, and other acts of the public order of their States) in the following forms:
- (a) exchange of information;
 - (b) exchange of personnel or specialists; and
 - (c) implementation of joint projects.
- (2) Cooperation will be implemented particularly through:
- (a) participation of the AERB in research projects carried out in the framework of the relevant research programmes of the ÚJD SR and relevant reciprocal participation of the ÚJD SR in projects of the AERB in similar areas of research;
 - (b) exchange of information of any kind related to the Participants' scope of work by means of requested replies, exchange of legal acts, visits, seminars, meetings, consultations, participation of personnel/specialists of one Participant in the activities of the other Participant as observers or experts, trainings, workshops,

- implementation of joint projects, and other forms accepted by mutual consent between the Participants;
- (c) exchange of personnel/specialists between the Participants, including but not limited to mutual visits, joint seminars, meetings, consultations, participation of personnel/specialists of one Participant in the activities of the other Participant as observers or experts, including but not limited to development of regulatory expertise of both the Participants through participation in trainings, workshops, implementation of joint projects, other forms accepted by mutual consent between the Participants; and
 - (d) balanced participation in joint studies and activities.
- (3) 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.
- (4) 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.

SECTION 5

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.

SECTION 6

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.

SECTION 7

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.

SECTION 8

Exchange of Personnel

- (1) Each Participant may request the other Participant to accept temporary visits from members of the requesting Participant's personnel. 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 organise 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 exchanged personnel.
- (4) A sending Participant is expected to pay for the travel and living expenses of its exchanged personnel 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 personnel is 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 9 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. 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 10 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 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 11 Amendment

- (1) 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.
- (2) Any amendment will come into effect on the date of its signature on behalf of both the Participants.

SECTION 12 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) This Memorandum will come into effect on the date of signature on behalf of both the Participants and will remain in effect for a period of five 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 six months 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.
- (3) 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 six months in advance of the date it intends to cease its cooperation.
- (4) 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.

- (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 25th day of September 2023 in the English language.

For the Nuclear Regulatory Authority
of the Slovak Republic

[Signed]

Marta Žiaková
Chairperson

For the Atomic Energy Regulatory
Board of the Republic of India

[Signed]

Dinesh Kumar Shukla
Chairman