



Australian Government
**Australian Radiation Protection
and Nuclear Safety Agency**



**Authority for Nuclear Safety and
Radiation Protection**

**MEMORANDUM OF UNDERSTANDING FOR THE EXCHANGE OF
TECHNICAL INFORMATION AND COOPERATION IN RADIATION
PROTECTION AND NUCLEAR SAFETY**

BETWEEN

**THE AUSTRALIAN RADIATION PROTECTION AND NUCLEAR
SAFETY AGENCY**

AND

**AUTHORITY FOR NUCLEAR SAFETY AND RADIATION
PROTECTION OF THE NETHERLANDS**

The Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) of the Australian Government and **the Authority for Nuclear Safety and Radiation Protection (ANVS)** (hereinafter singularly referred to as the "Party" and jointly as the "Parties");

Having a mutual interest in the exchange of information and cooperation pertaining to radiation protection and nuclear safety;

Pursuant to the prevailing laws and regulations applying to the Parties;

Have agreed on the following understanding (hereinafter referred to as the "Memorandum of Understanding"):

1. PURPOSE

The Parties jointly decide to exchange technical information and cooperate in the fields of radiation protection and nuclear safety to the extent that they are permitted to do so under their respective laws and regulations. The information exchange includes in particular;

- a) Exchanging scientific and technological information;
- b) Facilitating the exchange of scientists, engineers or other experts;
- c) Other cooperative activities as may be determined by the Parties.
- d) Licensing experiences, safety assessment, regulatory inspection and examination of radioactive sources and facilities;
- e) Research and development on radiation protection and nuclear safety;
- f) Human resources, including recruitment, training and skills management, gender equity, diversity and inclusion; and
- g) Security policies and framework.

These activities are to be carried out after mutual consultation between both Parties.

2. ADMINISTRATION

- 2.1. The exchange of information may be effected by post or appropriate means of electronic communication, including but not limited to telephone, fax, and internet, or by visits and meetings.
- 2.2. An administrator will be designated by each Party to supervise and coordinate its participation in the overall exchange. The administrators will be the recipients of all documents transmitted under the exchange, unless the Parties decide otherwise.
- 2.3. Meetings of persons implementing this Memorandum of Understanding will be arranged only when the Parties mutually deem it appropriate. Any visit made under this Memorandum of Understanding will take place only after consultation between the administrators.
- 2.4. The laws and regulations of the respective countries will govern cooperation under this Memorandum of Understanding. Any dispute among the Parties concerning the interpretation or application of this Memorandum of Understanding will be settled by prompt and amicable consultation or negotiation between the Parties.

3. EXCHANGE AND USE OF INFORMATION

- 3.1. Information received by a Party under this Memorandum of Understanding may be disseminated freely without further permission of the other Party unless otherwise indicated by the transmitting Party.

- 3.2. Each Party must clearly identify and indicate to the other Party any information that they may provide to the other Party under this Memorandum of Understanding that is confidential or otherwise classified for security purposes, and may impose restrictions on the further use and dissemination by the other Party of the information.
- 3.3. Each Party will respect any restrictions, including security classifications or confidentiality requirements, imposed on the use of the information by the other Party.
- 3.4. The Parties will ensure that the information received, or the result of the activities carried out by them under this Memorandum of Understanding, are used exclusively for peaceful purposes. Each Party that makes use of any information provided to it under this Memorandum of Understanding will assume all risks incurred by its use of the information and will hold the other Party harmless from any damage or injury that arises from such use.
- 3.5. Nothing in this Article shall oblige the Parties to provide to the other Party under this Memorandum of Understanding any information that is considered confidential or otherwise classified for security purposes in accordance with their respective laws and regulations.

4. INTELLECTUAL PROPERTY

- 4.1. The Parties to this Memorandum of Understanding will jointly and effectively protect intellectual property in accordance with the Parties' laws and concluded international agreements, which the Parties have undertaken to comply with.
- 4.2. Where any intellectual property rights exist in any information published in accordance with this Memorandum of Understanding, the parties will acknowledge the existing intellectual property rights of each party.
- 4.3. This Article 4 does not affect the ownership of the intellectual property rights in any material owned or administered by a Party before the execution of this Memorandum of Understanding (Pre-existing Material) or material owned by a third party that is included or embodied in or attached to information provided by a Party or used as part of the activities carried out by them under this Memorandum of Understanding.
- 4.4. In this Memorandum of Understanding the words '**intellectual property**' have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967, as amended on 28 September 1979.

5. CONFIDENTIALITY

- 5.1. Each Party shall undertake necessary steps to observe the confidentiality and secrecy of documents, information, and other data received from or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other arrangement made pursuant to this Memorandum of Understanding.
- 5.2. The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.
- 5.3. If either Party wishes to disclose confidential data or information resulting from the cooperation activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.
- 5.4. The obligations on the parties under this Article 5 will not be taken to have been breached to the extent that confidential data or information:

- a. is disclosed by a Party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Memorandum of Understanding;
 - b. is disclosed to the responsible Minister or a House or a Committee of the Parliament of either Party;
 - c. is authorised or required by law, under a licence or otherwise, to be disclosed; or
 - d. is in the public domain otherwise than due to a breach of this Article 5.
- 5.5. The Provision of this Article shall not prejudice the prevailing laws and regulations of the Parties, or derogate from any obligation which either Party may have under respective official information and privacy laws.
- 5.6. In this Memorandum of Understanding the words ‘**confidential data or information**’ means information that is by its nature confidential and:
- a. is designated by a party as confidential; or
 - b. a party knows or ought to know is confidential,
- but does not include:
- c. information that is or becomes public knowledge otherwise than by breach of this Memorandum or any other confidentiality obligation.

6. ENTRY INTO FORCE, DURATION AND TERMINATION

- 6.1. This Memorandum of Understanding shall enter into force upon signature by the Parties and subject to paragraph 5.2 shall remain in force for a period of 5 (five) years.
- 6.2. Either Party may withdraw from this Memorandum of Understanding by providing the other Party with at least 90 days prior written notice of its intent to withdraw.

7. MISCELLANEOUS

- 7.1. Any variation to this Memorandum of Understanding must be in writing and agreed to by each Party.
- 7.2. Neither Party may assign its rights or obligations under this Memorandum of Understanding without the written consent of the other Party.
- 7.3. This Memorandum of Understanding may be executed in counterparts. All executed counterparts constitute one document.
- 7.4. This Memorandum of Understanding will come into effect immediately upon having been signed on behalf of both Parties.
- 7.5. This Memorandum of Understanding and its appendices constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous Memorandums of Understanding or understandings between the Parties in connection with its subject matter.
- 7.6. Any notice given by a party under this Memorandum of Understanding must be in writing and hand delivered or sent by pre-paid post or email to the contact person.

IN WITNESS WHEREOF, the undersigned, have signed this Memorandum of Understanding
DONE at Vienna, on 20 May 2024, in duplicate, in the English language.

For the Australian Radiation Protection and
Nuclear Safety Agency (ARPANSA),

For the Authority of Nuclear Safety and
Radiation Protection (ANVS),

Gillian Hirth
Chief Executive Officer
ARPANSA

Annemiek van Bolhuis
Chair of the Board
ANVS

Appendix 1 – Administrator Contact Details

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA)	Director, Governance and Strategic Engagement Email: international@arpansa.gov.au
Authority for Nuclear Safety and Radiation Protection of the Netherlands (ANVS)	Advisor, International Affairs Email: Philip.valkiers@anvs.nl