



Authority for Nuclear Safety and
Radiation Protection

MEMORANDUM OF UNDERSTANDING
FOR COOPERATION AND EXCHANGE OF INFORMATION IN
NUCLEAR REGULATORY MATTERS
BETWEEN
THE PRESIDENT OF THE NATIONAL ATOMIC ENERGY AGENCY OF THE
REPUBLIC OF POLAND
AND
THE AUTHORITY FOR NUCLEAR SAFETY AND RADIATION PROTECTION
OF THE KINGDOM OF THE NETHERLANDS

WHEREAS the President of the National Atomic Energy Agency of the Republic of Poland and the Authority for Nuclear Safety and Radiation Protection (ANVS) of the Kingdom of the Netherlands, hereinafter referred to as the “Participants”, wish to conclude a Memorandum of Understanding for cooperation and exchange of information in nuclear regulatory matters;

WHEREAS according to article 110 point 10 of the Atomic Law Act (Dz. U. 2024 item 1277) which states that the scope of activities of the President of the National Atomic Energy Agency shall include tasks that involve ensuring nuclear safety and radiation protection in the country, in particular cooperation with relevant foreign national entities and international organizations within the scope stated therein;

WHEREAS according to Section 3(3)(g) of the Nuclear Energy Act, the ANVS has the duty to maintain relations with similar foreign authorities and national and international organizations with regard to nuclear safety and radiation protection, and the associated security and emergency crisis preparation, and safeguards; and

WHEREAS it is in the mutual interest of both Participants to conclude a Memorandum of Understanding for cooperation and exchange of information, contemplating the exchange of the Participants’ personnel, training of personnel and assistance in the field of nuclear safety research;

The Participants have reached the following understanding:

SECTION I INFORMATION TO BE EXCHANGED

- (1) Each Participant may request safety- and security-related information from the other Participant on any matter related to the peaceful use of nuclear energy within the other Participant's jurisdiction and control, including, but not limited to, information on:
 - (a) review and assessment of non-proprietary new nuclear facility designs and technologies;
 - (b) siting, construction, commissioning, operation, and decommissioning of nuclear facilities;
 - (c) legislation, regulations, licenses, regulatory codes, standards, criteria and guides;
 - (d) technical reports and nuclear safety assessments, including those related to Periodic Safety Review (PSR), Long-Term Operation (LTO) and Emergency Preparedness and Response (EPR) for nuclear facilities;
 - (e) technical reports and nuclear safety assessments, including those related to radiation safety;
 - (f) nuclear and radiation safety related incidents and accidents, in particular, information concerning any nuclear safety event that has a major radiological significance and the remedial actions undertaken in response;
 - (g) safety-related research concerning licensing and regulatory control of nuclear installations and nuclear activities;
 - (h) radiation protection;
 - (i) nuclear security, including physical protection of nuclear material and security of radioactive material;
 - (j) storage, discharge and treatment of radioactive waste;
 - (k) regulation of radioactive waste management;
 - (l) regulation of remediation of radioactively contaminated sites and management of the resulting waste;
 - (m) stakeholder, public and project communication strategies in nuclear safety;
 - (n) information related to Human Resources management, such as capacity building, diversity policies, training of regulatory personnel, and technical support organizations; and
 - (o) any other fields as may be jointly decided upon by the Participants.
- (2) Each Participant will use its best efforts to provide the information that may be requested by the other Participant pursuant to paragraph (1) above.
- (3) Either Participant may provide the other Participant with any information that it considers of interest to the other Participant, without receiving a request for that information.

SECTION II EXCEPTED INFORMATION

Each Participant's ability to provide information pursuant to Section I is subject to:

- (a) the respective national laws, regulations, and policies which govern the Participants;
- (b) any other contract, agreement or commitment that binds a Participant; and
- (c) the right to refuse to provide information that would be unreasonably difficult or costly to identify or provide, unless otherwise mutually understood between the Participants.

SECTION III USE OF INFORMATION

- (1) Each Participant may freely use and disseminate any information received from the other Participant under this Memorandum of Understanding without obtaining any other permission of the other Participant, with the exception of information that has been provided in confidence.
- (2) Each Participant will clearly specify on any information that it may provide to the other Participant under this Memorandum of Understanding, that the information is provided in confidence, and will impose restrictions on the use and dissemination of the information.
- (3) Each Participant will respect the confidentiality of any information that it receives from the other Participant that is identified as confidential and will respect the restrictions on use and dissemination that have been imposed.
- (4) Notwithstanding the above, if required by national law, the recipient Participant may have to disseminate information that has been provided in confidence. The recipient Participant will notify the disclosing Participant in advance of any dissemination.
- (5) Each Participant using any information that is provided to it under this Memorandum of Understanding will assume all risks incurred by its use.
- (6) This Memorandum of Understanding cannot be used as basis for the exchange of classified information.

SECTION IV PEACEFUL USES OF INFORMATION AND RESULTS

In accordance with the obligations arising from the ratification of the *Treaty on the Non-Proliferation of Nuclear Weapons* by the Republic of Poland and the Kingdom of the Netherlands, the received information and the results of the activities carried out by Participants under this Memorandum of Understanding will be used exclusively for peaceful non-explosive purposes.

SECTION V FORMS OF CO-OPERATION

The Participants will co-operate in the following manner, including but not limited to:

- a) High-level bilateral meetings including visits to nuclear facilities;
- b) Technical meetings;
- c) Exchange of information and documentation;

- d) Setting up of joint activities to carry out specific studies and projects on nuclear safety and radiation protection;
- e) Other forms of co-operation that may be jointly decided upon between the Participants; and
- f) A bilateral meeting may be held in flexible manner, but in principle, alternating between each country at any mutually acceptable time.

SECTION VI VISITS AND TRAINING

- (1) Each Participant may request the other Participant to accept temporary or extended visits for a mutually determined duration from members of the requesting Participant's personnel, if such visits are mutually beneficial. The visits will be carried out for the purpose of exchanging information or of training on technical regulatory and communication issues.
- (2) Each Participant will use its best efforts to accommodate the visits that may be requested by the other Participant pursuant to the paragraph (1) above. If possible, the Participants will meet virtually.
- (3) Visits pursuant to the paragraph (1) above will be the subject of a separate arrangement between the Participants which may set out additional provisions in accordance with each Participant's commitments.

SECTION VII FINANCIAL ASPECTS

- (1) Unless otherwise mutually understood between the Participants, each Participant will be solely responsible for its own participation costs under this Memorandum of Understanding, including those incurred by its Administrator and Technical Coordinators in performing his or her responsibilities.

SECTION VIII ADMINISTRATION

- (1) Each Participant will appoint an Administrator to act as a point of contact, implement, and administer this Memorandum of Understanding. Each Participant will, upon signing this Memorandum of Understanding, notify the other Participant of the name of the person it has appointed as its Administrator.
- (2) Each Participant will promptly notify the other Participant of any change of its Administrator and will communicate, at the same time, the name of the newly appointed Administrator.
- (3) Unless otherwise requested by the other Participant, all initial requests for exchanges of information and other cooperation provided under this Memorandum of Understanding will be made or provided to the Administrator of the other Participant.

- (4) Technical Coordinators may be appointed as direct contacts for specific subject areas after initial contact has been established. These Technical Coordinators will ensure that both Administrators receive copies of all correspondence.

SECTION IX SETTLEMENT OF DISPUTES

Any dispute arising between the Participants concerning the interpretation or implementation of this Memorandum of Understanding will be settled amicably through mutual consultation or negotiation between the Participants.

SECTION X AMENDMENT

- (1) This Memorandum of Understanding may be amended with the mutual written consent of the Participants.
- (2) Any amendment will enter into effect on the date of its signature on behalf of both Participants.

SECTION XI PARAMOUNTCY

This Memorandum of Understanding supersedes all communications, negotiations and arrangements between the Participants, written or oral, related to this Memorandum of Understanding, prior to its signature.

SECTION XII ENTRY INTO EFFECT

This Memorandum of Understanding will come into effect upon its signature by both Participants.

SECTION XIII TERMINATION

- (1) This Memorandum of Understanding will remain in force for 5 years unless extended for a further period of time by mutual written notice of the Parties.
- (2) Either Participant may give written notice to the other Participant of its decision to terminate this Memorandum of Understanding before the expiration date. The Memorandum of Understanding will terminate three months following the date of receipt of the notice by the other Participants, unless the notice of termination has been withdrawn by mutual understanding before the expiry of the period. In the event of termination, each Participant will continue to treat information that has been shared in accordance with Section III.
- (3) Information provided in confidence under this Arrangement will remain confidential and protected for the duration of this Arrangement and indefinitely thereafter, notwithstanding the termination of this Arrangement, unless otherwise jointly decided in writing by the Parties.

SECTION XIV NATURE OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding does not constitute an international agreement and does not create legally binding rights and obligations. This Memorandum of Understanding does not affect any other agreements that grant rights or impose obligations between the Participants.

Signed in duplicate in Warsaw, on November 7, 2024, in the English language.

The President of the National Atomic
Energy Agency of the Republic of
Poland:

For the Dutch Authority for Nuclear
Safety and Radiation Protection:

Andrzej Głowacki
President

Annemiek van Bolhuis
Chair of the Board