

ARRANGEMENT

BETWEEN

**THE NUCLEAR SAFETY AUTHORITY OF THE FRENCH REPUBLIC
(ASN)**

AND

**THE STATE OFFICE FOR NUCLEAR SAFETY OF THE CZECH REPUBLIC
(SÚJB)**

FOR THE EXCHANGE OF TECHNICAL INFORMATION AND CO-OPERATION

IN THE FIELD OF NUCLEAR SAFETY AND RADIATION PROTECTION

WHEREAS the Nuclear Safety Authority (ASN) of the French Republic and the State Office for Nuclear Safety of the Czech Republic (hereinafter called “SÚJB”) (hereinafter “the Signatories”), are the authorities responsible for the regulation and oversight of nuclear safety and radiation protection of nuclear activities in their respective countries and have a mutual interest in exchange of information pertaining to regulatory matters in this field;

HAVING a mutual interest, within the limits of their competence and in accordance with national legislation of the Signatories to continue cooperation on specific regulatory aspects in accordance with the actual trends and subjects of interest in the nuclear field;

CONSIDERING that the French Republic and the Czech Republic are members of the International Atomic Energy Agency (IAEA) and as Member States of the Agency are guided by the principles of peaceful use of nuclear energy;

GUIDED by the provisions of the Convention on Nuclear Safety of 17 June 1994, the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management of 5 September 1997, the Convention on Assistance in the Case of a Nuclear Accident or a Radiological Emergency of 26 September 1986, the Convention on Early Notification of a Nuclear Accident of 26 September 1986;

EMPHASIZING that the French Republic and the Czech Republic are members of the European Union and as Member States are bound by the European Atomic Energy Community (Euratom) directives, laws and regulations in the field of nuclear energy and ionizing radiation;

DESIRING to continuously improve the laws and regulations on the safe use of nuclear energy;

CONFIRMING that it is in the mutual interest of both Signatories to conclude an arrangement for the exchange of information, contemplating the exchange of the Signatories' personnel, the training of personnel and assistance in regulatory matters in the field of the use of nuclear energy and ionizing radiation;

The **Signatories** have reached the following understanding:

Article I.

Information to be exchanged

For the purpose of this Arrangement:

"Safety" means the protection of people and the environment against radiation risks, and the safety of facilities and activities that give rise to radiation risks. It includes the safety of nuclear installations and nuclear activities, the safety and the security of radioactive sources, the radiation safety, the safety of radioactive waste management and the safety of the transport of radioactive material.

1. In accordance with the legislation of the French Republic and the Czech Republic, the Signatories shall make all relevant efforts to develop cooperation and exchange experience in the following areas:

a) legislative acts, standards and regulations in the field of nuclear and radiation safety, including the regulation of radioactive material, finding and securing orphan radiation sources, radiation monitoring, and radioactive waste management;

b) supervision over nuclear installations at the stage of their siting, construction, commissioning, operation and decommissioning, evaluation of nuclear facilities and activities and safety assessment;

c) licensing, authorisation and inspection activity in the field of nuclear energy and ionizing radiation sources use;

d) emergency preparedness and response, in the event of nuclear accident and/or radiological emergency situations involving nuclear facilities; in particular, information on emergency planning and response for power reactors programmes and lessons learnt from incidents and/or accidents;

e) issues related to the transport, transit and shipment of nuclear and radioactive materials, spent nuclear fuel and radioactive waste;

f) training and verification of special professional qualification necessary for performing the activities in the field of nuclear energy use;

g) public information and communication activity of the regulatory authority;

- h) innovative nuclear technology such as Small Modular Reactors (SMR);
 - i) regulatory quality management system;
 - j) early exchange of experience on important events or reports on operating experience that are of interest for both Signatories (such as: reports on nuclear significant operating incidents, experience feedback on constructions, components and systems, precursory and generic defects, nuclear accidents, nuclear installations shutdown or reactor shutdowns imposed by the nuclear regulatory authority);
 - k) exchange of experience on international co-operation in the nuclear regulatory field;
 - l) exchange of lecturers, experts and technicians for courses and seminars.
2. Each Signatory will use its best efforts to provide the information that may be requested by the other Signatory pursuant to paragraph 1 of this Article.
3. Each Signatory may provide the other Signatory with any information that it considers may be of interest to the other Signatory, without receiving a request for that information.

Article II.

Exchange

1. The information exchange in the areas listed in Article I. will be performed in accordance with the legislation of the Signatories' States.
2. Each Signatory shall use all necessary efforts to ensure, as far as possible, the completeness and accuracy of the information supplied to the other Signatory; but the transmitting Signatory shall not be liable in any way for damages caused by using the information by the receiving Signatory.

Article III.

Peaceful uses of information and results

Information and results of activities carried out by the Signatories under this Arrangement will be used exclusively for peaceful purposes.

Article IV.

Disseminated information

The information received by either Signatory under this Arrangement may be disseminated freely without necessitating further permission of the other Signatory, in accordance with the national legislation of the other Signatory and the need to protect confidential or privileged information, except for the information on which the Signatories will agree otherwise and this information shall be clearly marked as the information, distribution and/or submission of which is limited. In this case, the

information shall not be conveyed to a third Party without a written consent of the transmitting Signatory.

Article V.

Meetings and administration

1. Cooperation provided under this Arrangement shall be performed through letters, reports and other documents, as well as through information exchange meetings arranged as necessary, preferably on an annual basis and at any time when the Signatories mutually deem it to be appropriate to review the exchange of information or to recommend revisions to the provisions of this Arrangement, but at least once every three (3) years. The administrators will jointly decide upon the time and place for such meetings in advance.
2. An administrator will be designated by each Signatory to co-ordinate the matters connected with the information exchange.
3. The administrators will:
 - a) be recipients of all documents transmitted within the scope of exchange including reports, formal letters, etc.;
 - b) be responsible for developing the scope of co-operation including designation of responsible persons and bilateral undertakings;
 - c) schedule information meetings, prepare the agenda, exchange of meeting notes and oversee other related arrangements.

Article VI.

Settlement of disputes

Co-operation under this Arrangement will be carried out in accordance with the laws and regulations of the respective countries. Any dispute between the Signatories concerning the interpretation or implementation of this Arrangement will be solved through consultation and negotiation between the Signatories.

Article VII.

Financial aspects and responsibility

1. Unless otherwise mutually agreed between the Signatories, each Signatory will be solely responsible for its own participation costs under this Arrangement, including those incurred by its coordinator in performing his or her responsibilities. The ability of the Signatories to implement this Arrangement is

subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Signatories.

2. In connection with its participation in this Arrangement, each Signatory will not hold the other Signatory responsible for any damage or injury, and will be responsible for any damage or injury, that arises out of actions or omissions by its own personnel or by the members of the personnel of their technical support organizations.

3. The cases not covered by this Arrangement will be agreed upon by specific arrangements.

Article VIII.

Exchange of personnel and visits

1. Each Signatory may propose that the other Signatory accept and arrange for temporary visits from the other Signatory's personnel to exchange information or for technical regulatory training. The terms and conditions for training and long-term visits will be jointly agreed upon between the Signatories on a case-by-case basis.

2. Each Signatory will use its best efforts to accommodate a visit that may be proposed by the other Signatory pursuant to paragraph (1) above. The Signatories will endeavour to give each other adequate prior notification in order to make the necessary administrative arrangements, unless otherwise jointly agreed between the Signatories.

3. During their visit or stay at the hosting Signatory, the visiting personnel will be subject to the rules and regulations in force within the jurisdiction of the hosting Signatory and will abide by the confidentiality terms and conditions described in this Arrangement and by the above mentioned administrative arrangements.

4. Each Signatory, in its capacity as employer, will provide its personnel, during their stay or visit at the hosting Signatory, with health insurance and with occupational disease and injuries insurance.

5. In accordance with the applicable laws and regulations, each Signatory remains liable for damages to third parties caused by its own personnel during the execution of this Arrangement.

Article IX.

Date of effect

This Arrangement will come into effect on the date of its signature.

Article X.

Validity period, amendment and termination

1. This Arrangement shall remain in force for a period of five (5) years extendable once for a further period of five (5) years.
2. This Arrangement may be amended in writing, with the amendment signed by the Signatories in the same manner as this Arrangement. Any amendment will enter into force on the date of its signature on behalf of both Signatories.
3. Either Signatory may terminate this Arrangement by providing the other Signatory written notice three (3) months prior to its intended date of termination.
4. The withdrawal from or termination of this Arrangement shall not affect the normal development of the actions being executed, these remaining in force until their completion, unless otherwise decided by the Signatories.

Article XI.

Nature of Arrangement

This Arrangement does not constitute an international agreement and does not create rights and obligations governed by the international law. This Arrangement does not affect any other agreements that grant rights or impose obligations on ASN and SÚJB.

Signed at *Vienna*

on *25 September 2023*

in two originals in the English language.

For the Nuclear Safety Authority
of the French Republic
(ASN)



Bernard Doroszczuk

President

For the State Office
for Nuclear Safety of the Czech Republic
(SÚJB)



Dana Drábová

Chairperson