#### ARRANGEMENT

# FOR COOPERATION AND THE EXCHANGE OF INFORMATION IN NUCLEAR REGULATORY MATTERS

#### BETWEEN

### THE STATE OFFICE FOR NUCLEAR SAFETY OF THE CZECH REPUBLIC

#### AND

### THE NUCLEAR SAFETY AND SECURITY COMMISSION OF THE REPUBLIC OF KOREA

The State Office for Nuclear Safety (SUJB) of the Czech Republic and the Nuclear Safety and Security Commission (NSSC) of the Republic of Korea (hereinafter referred to as the "Participants");

RECALLING the Agreement between the Government of the Czech Republic and the Government of the Republic of Korea for Cooperation in the Peaceful Uses of Nuclear Energy, signed at Seoul on 16 March 2001; and

CONSIDERING that it is in the mutual interest of the Participants to conclude an arrangement for cooperation and the exchange of information in nuclear regulatory matters, contemplating the exchange of the Participants' personnel and mutual assistance in the field of nuclear regulation;

Have reached the following understanding:

### PARAGRAPH 1 SCOPE OF COOPERATION

- (1) Each Participant may request safety-related information from the other Participant on any matter related to the peaceful uses of nuclear energy within the other Participant's jurisdiction, including, but not limited to, information on:
  - (a) the siting, construction, commissioning, operation and decommissioning of nuclear installations;
  - (b) legislation, regulations, licenses, regulatory codes, standards, criteria and guides;
  - (c) technical reports and nuclear safety assessments, including those related to

- radiation safety;
- (d) incident and accident reports, press and public reactions to incidents and accidents and, in particular, information concerning any event that has a major radiological significance and the remedial actions undertaken in response;
- (e) safety-related research in connection with the licensing and regulatory control of nuclear installations:
- (f) radiation protection;
- (g) the storage, discharge and treatment of radioactive waste;
- (h) the regulation of radioactive waste management;
- (i) communication projects and strategies in the nuclear regulatory field;
- (j) regulatory interests relating to new nuclear technologies;
- (k) radiation emergency preparedness and response;
- (I) nuclear nonproliferation and security; and
- (m) other fields as may be mutually jointly agreed to 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 subparagraph (1) above.
- (3) Either Participant may provide the other Participant with any information that it considers may be of interest to the other Participant, without receiving a request for that information.

#### PARAGRAPH 2 LIMITS OF COOPERATION

The scope of cooperation under this Arrangement will be carried out in accordance with the respective national laws and regulations of the Participants and subject to the availability of appropriated funds and human resources of the Participants.

### PARAGRAPH 3 USE OF INFORMATION

- (1) Each Participant may freely disseminate any information received from the other Participant under this Arrangement without obtaining any other permission from the other Participant, except where otherwise provided in Paragraph 3(2).
- (2) Each Participant will clearly identify, on any information that it may provide to the other under this Arrangement, that the information is provided in confidence and may 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 being confidential or otherwise classified, as well as any restrictions on its use and dissemination.
- (4) Each Participant using any information that is provided to it under this Arrangement will assume all risks incurred by its use and will hold the other Participant harmless for any damages incurred.

### PARAGRAPH 4 PEACEFUL USE OF INFORMATION

The Participants will ensure that the received information and the results of the activities carried out by them under this Arrangement is used exclusively for peaceful purposes.

### PARAGRAPH 5 EXCHANGE OF PERSONNEL

- (1) Each Participant may request the other Participant to accept temporary visits from members of the requesting Participant's personnel, or of an institution sponsored by the requesting Participant. The visits will be carried out for the purpose of cooperation pursuant to Paragraph 1 of this Arrangement.
- (2) Each Participant will use its best efforts to accommodate the visits that may be requested by the other Participant pursuant to subparagraph (1) above.
- (3) Visits of the personnel of a Participant or an institution sponsored by it may be the subject of a separate arrangement between the Participants.

### PARAGRAPH 6 COSTS

Unless otherwise jointly decided by the Participants, each Participant will be solely responsible for its own participation costs under this Arrangement, including those incurred by its coordinator in performing his or her responsibilities.

### PARAGRAPH 7 ADMINISTRATION

(1) Each Participant will appoint a coordinator to act as a point of contact, and to implement and administer this Arrangement. Each Participant will, upon signing this Arrangement, notify the other Participant of the name and the contact information of the appointed coordinator.

- (2) Each Participant will promptly notify the other Participant of any change of its coordinator and will communicate, at the same time, the name and the contact information of the newly appointed coordinator.
- (3) Unless otherwise requested by the other Participant, all requests for information and exchanges of information provided under this Arrangement will be made or provided to the coordinator of the other Participant.
- (4) Each Participant's technical support organisations, as well as other authorised organisations, may participate in cooperative activities if deemed necessary by the Participants with their prior consent and appropriate authorisation.

### PARAGRAPH 8 SETTLEMENT OF DISPUTES

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

### PARAGRAPH 9 AMENDMENT

- (1) This Arrangement may be amended with the mutual written consent of the Participants.
- (2) Any such amendment will come into effect on the date of its signature by Participants.

### PARAGRAPH 10 FINAL PROVISIONS

- (1) This Arrangement does not constitute an international agreement and is not intended to create any legally binding rights or obligations under international law.
- (2) The provisions of this Arrangement will not affect any rights or obligations of the two countries arising from applicable international treaties to which they are parties.

## PARAGRAPH 11 ENTRY INTO EFFECT, DURATION AND TERMINATION

This Arrangement will come into effect immediately upon its signature on behalf of both Participants and:

- (a) will continue to have effect for five (5) years from the date of its signature;
- (b) will subsequently be extended automatically for successive periods of five (5) years; and
- (c) may be terminated by either Participant at any time by providing the other Participant written notice three (3) months prior to its intended date of termination.

Signed in duplicate at Vienna on 25 September, 2023, in the English language.

For the State Office for Nuclear Safety of the Czech Republic:

For the Nuclear Safety and Security Commission of the Republic of Korea:

Dana DRABOVA

Chairperson

Gukhee YOO Chairperson