

**ARRANGEMENT FOR COOPERATION BETWEEN  
THE RADIATION AND NUCLEAR SAFETY AUTHORITY OF FINLAND  
AND**

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

The Radiation and Nuclear Safety Authority of Finland and the State Office for Nuclear Safety of the Czech Republic, hereinafter referred to as "the Participants",

Recalling the Finnish legislation which allows the Radiation and Nuclear Safety Authority to enter into regulatory cooperation arrangements;

Recalling the Czech legislation which allows the State Office for Nuclear Safety of the Czech Republic to enter into regulatory cooperation arrangements;

Agree that it is in their mutual interest to conclude an arrangement for cooperation in the field of nuclear and radiation safety regulation as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Arrangement is to specify the relationship between the Participants, in particular concerning the exchange of information and personnel, the use of information, administration of the cooperation and rights and obligations of the Participants concerning liability and settlements of disputes.

**ARTICLE II  
INFORMATION TO BE EXCHANGED**

- (1) Each Participant may request information from the other Participant on any matter related to the peaceful use of nuclear energy and radiation within the other Participant's jurisdiction, including but not limited to the following:
  - (a) siting, construction, commissioning, operation and decommissioning of nuclear installations;

- (b) legislation, regulations and regulatory guides on radiation and nuclear safety, including those on uranium mining and milling and on radioactive waste management;
  - (c) important safety assessments, operating experiences and other safety-related issues and research;
  - (d) radiation safety;
  - (e) emergency preparedness; and
  - (f) radioactive waste management.
- (2) Each Participant will use its best efforts to provide the information that may be requested by the other Participant pursuant to paragraph (1).
- (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.

### **ARTICLE III EXCEPTED INFORMATION**

- (1) Each Participant's commitment to provide information pursuant to Article I is subject to:
- (a) the respective laws, regulations or policies under which the Participants conduct themselves;
  - (b) any other contract, agreement or commitment that binds the Participant; and
  - (c) the right to refuse to provide the information that would be unreasonably difficult or costly to identify or provide, unless otherwise mutually agreed between the Participants.

### **ARTICLE IV USE OF INFORMATION**

- (1) Each Participant may use and freely disseminate any information received from the other Participant under this Arrangement without obtaining any other permission of the other Participant, unless that information has been provided in confidence.
- (2) Each Participant may indicate that any information provided to the other Participant under this Arrangement is confidential and may impose restrictions on its use and dissemination.
- (3) Each Participant will respect the confidentiality of any information that it receives from the other Participant that is identified as being confidential. Such information

may be disseminated to a third party only based on the permission of the other Participant.

- (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 damages so incurred.

#### **ARTICLE V FINANCIAL ASPECTS**

- (1) Unless otherwise mutually agreed between 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.
- (2) In connection with its participation in this Arrangement, each Participant will:
  - (a) not hold the other Participant 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 support organisations, and
  - (b) be jointly responsible, if so beforehand agreed, for any damage or injury that arises out of joint actions.

#### **ARTICLE VI PEACEFUL USES OF INFORMATION AND RESULTS**

The Participants undertake to ensure that the received information, or the results of the activities carried out by them under this Arrangement, are used exclusively for peaceful, non-explosive purposes.

#### **ARTICLE VII SETTLEMENT OF DISPUTES**

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

**ARTICLE VIII  
AMENDMENT**

- (1) This Arrangement may be amended in writing, with the amendment signed on behalf of the Participants in the same manner as this Arrangement.
- (2) Any amendment shall enter into effect on the date of its signature on behalf of both Participants.

**ARTICLE IX  
PARAMOUNTCY**

This Arrangement supersedes all communications, negotiations and agreements, either written or oral, between the Participants related to this Arrangement, prior to its signing.

**ARTICLE X  
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 will be carried out for the purpose of exchanging information or of training on regulatory issues.
- (2) Each Participant will use its best efforts to accommodate the visit that may be requested by the other Participant pursuant to the above paragraph (1).
- (3) The Participants may enter into an arrangement to govern the conditions in which a particular visit will take place.

**ARTICLE XI  
ADMINISTRATION**

- (1) The exchange of information may be effected by post or appropriate means of electronic communication, including telephone, and by meetings and visits.
- (2) Each Participant will appoint a coordinator to implement and administer this Arrangement. Each Participant will, upon signing this Arrangement, notify the other Participant of the name of the person it has appointed as its coordinator.
- (3) Each Participant will, forthwith, notify the other Participant of any change of the coordinator and will communicate, at the same time, the name of the new appointed coordinator.

- (4) Unless otherwise agreed by the coordinators, all requests for information and exchanges of information will be made or provided by the coordinators. Meetings between the Participants will be arranged by the coordinators.

**ARTICLE XII  
FINAL PROVISIONS**

- (1) This Arrangement will enter into force on the date of signature on behalf of both Participants and remain in effect for a period of five years there from.
- (2) This Arrangement shall be automatically extended for additional periods of five years, unless either Participant notifies the other Participant in writing, six months prior to the expiry date, of its intention to allow this Arrangement to expire.
- (3) This Arrangement may be terminated by either Participant at any time by giving at least three months' notice.

Signed in duplicate in Vienna on the 20<sup>th</sup> September 2011 in the English language.

For the Radiation and Nuclear Safety  
Authority of Finland:



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Jukka Laaksonen  
Director General

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



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Dana Drábová  
Chair