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 PURPOSE

The purpose of this Arrangement is to share experience, practices, and expertise in the areas of the regulation of nuclear safety, radiation protection, safeguards, nuclear security, export control, and relevant research and development and to enhance the regulatory capacity of the Participants by establishing a long term cooperative relationship.

PARAGRAPH 2 SCOPE OF COOPERATION

The Participants will encourage and promote cooperation in the following areas:

- (a) the siting, construction, commissioning, operation and decommissioning of nuclear installations;
- (b) laws, 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, and, in particular, information concerning any event that has a major radiological significance and the remedial actions carried out 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, export control, safeguards;
- (m) education and training; and
- (n) any other areas as may be jointly decided upon by the Participants.

PARAGRAPH 3 IMPLEMENTATION

- (1) The Participants may arrange periodic meetings to promote the cooperation, and may set up sub-committees, working groups, etc., with technical support organizations (TSOs) for detailed technical cooperation.
- (2) Given the characteristics of a future cooperation, the Participants may sign additional Cooperative Arrangements and conclude a supplementary arrangement for cooperation with the TSOs.

PARAGRAPH 4 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 5 USE OF INFORMATION

- (1) Either 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, the information referred to in Paragraph 2.
- (2) 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 subparagraph (5) below.
- (3) Each Participant will use its best efforts to provide information that may be requested by the other Participant pursuant to subparagraph (1) above.
- (4) Each Participant may provide the other Participant with any information that the providing Participant considers of interest to the other Participant without receiving a request for that information.
- (5) 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.
- (6) Each Participant will respect the confidentiality of any information that it receives from the other Participant identified as being confidential or otherwise classified, as well as any restrictions on its use and dissemination.
- (7) Each Participant using any information provided under this Arrangement will assume all risks incurred by its use and hold the other Participant harmless for any damages incurred.

PARAGRAPH 6 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 are used exclusively for peaceful purposes.

PARAGRAPH 7 EXCHANGE OF PERSONNEL

(1) Each Participant may request the other Participant to accept temporary visits from members of the requesting Participant's personnel or an institution sponsored by the requesting Participant. The visits will be carried out for the purpose of cooperation pursuant to Paragraph 2 of this Arrangement.

- (2) Each Participant will use its reasonable 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 8 COSTS

- (1) 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.
- (2) An event of bearing the cost of cooperation implementation may be the subject of a separate arrangement between the Participants if determined to be necessary.

PARAGRAPH 9 ADMINISTRATION

- (1) The Participants may communicate with each other by telephone, fax, email, and post. Communication on matters related to this Arrangement will be between the International Cooperation Division of the SUJB and the International Cooperation Division of the NSSC.
- (2) Each Participant will designate a coordinator to act as a point of contact, implement, and administer this Arrangement. Upon signing this Arrangement as it is made, each Participant will notify the other Participant of the name and contact information of the person it has appointed as its coordinator. If determined to be necessary, the information of a coordinator from TSOs may also be notified.
- (3) Each Participant will promptly notify the other Participant of any change of its coordinator and will communicate, at the same time, the name and contact information of the newly appointed coordinator.
- (4) 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.
- (5) Each Participant's TSOs, as well as other authorized organizations, may participate in cooperative activities if deemed necessary by the Participants with their prior consent and appropriate authorization.

PARAGRAPH 10 INTELLECTUAL PROPERTY

The Participants, in compliance with each country's international commitments and in accordance with their applicable national laws and regulations, will effectively protect the intellectual property rights associated with the activities conducted under this Arrangement.

PARAGRAPH 11 RESOLUTION OF DIFFERENCE

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

PARAGRAPH 12 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 13 GENERAL 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 14 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;

- (c) may be terminated by either Participant at any time by providing the other Participant a written notice at least three (3) months prior to the intended date of termination.
- (d) This Arrangement replaces in its entirety the Arrangement signed by the Participants in Vienna on 25 September 2023.

Signed in duplicate at Vienna on 17 September, 2024, in the English language.

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

Dana DRABOVA Chairperson For the Nuclear Safety and Security Commission of the Republic of Korea:

Gukhee YOO Chairperson