

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OFFICE FOR NUCLEAR SAFETY
(SUJB) OF THE CZECH REPUBLIC
AND
THE NATIONAL NUCLEAR SAFETY
ADMINISTRATION (NNSA) OF THE PEOPLE'S
REPUBLIC OF CHINA
FOR THE EXCHANGE OF TECHNICAL
INFORMATION
AND
COOPERATION IN NUCLEAR SAFETY MATTERS

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The State Office for Nuclear Safety of the Czech Republic (hereinafter called SUJB), and the National Nuclear Safety Administration of the People's Republic of China (hereinafter called the NNSA), both hereinafter referred to as the Parties;

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety of nuclear facilities;

Have agreed as follows:

I. SCOPE OF THE MOU

A. Technical Information Exchange

To the extent that the Parties are permitted to do so under the laws, regulations, and policy directives of their respective countries, they may exchange the following types of unclassified technical information relating to the regulation of safety, waste management, and radiological safety of designated nuclear energy facilities and to nuclear safety research programs:

1. Topical reports concerning safety, waste management, radiological safety, and environmental effects written by or for one of the Parties as a basis for, or in support of, regulatory decisions and policies.
2. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
3. Detailed documents describing the NNSA process for licensing and regulating certain People's Republic of China facilities similar to certain facilities being built or planned in the Czech Republic and equivalent documents on such facilities owned by the Czech Republic.
4. Information in the field of reactor safety research that the Parties have the right to disclose, either in the possession of one of the Parties or available to it, including light water reactor safety information. Cooperation in the research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the Parties. Each Party shall transmit immediately to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.
5. Reports on operating experience.
6. Regulatory procedures for the safety, waste management, and radiological safety evaluation of nuclear facilities.
7. Early advice of important events, such as serious operating incidents, government-directed reactor shutdowns, and emerging technical issues, that are of immediate interest to the Parties.

B. Cooperation in Nuclear Safety Research

The terms of cooperation for joint programs and projects of nuclear safety research and development, or those programs and projects under which

activities are divided between the two Parties, including the use of test facilities and/or computer programs owned by either Party, shall be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the research organizations of one or both of the Parties. When not the subject of a separate agreement, the terms of cooperation may be established by an exchange of letters between the research organizations of the Parties, and shall be subject to the terms and conditions of the present MOU.

Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by one Party in the other Party's Agency shall also be considered on a case-by-case basis and shall, in general, require a separate agreement between the research organizations of the Parties.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the Parties shall cooperate in providing certain training and experience for each other's safety personnel. Unless otherwise agreed, costs of salary, allowances, and travel of trainees shall be paid by their own organizations.

II. ADMINISTRATION

- A. The exchange of information under this MOU shall be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings shall be held at such times as mutually agreed to review the exchange of information and cooperation under this MOU, to recommend revisions to the provisions of the MOU, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the MOU, including their schedules, shall have the prior approval of the administrators referred to in paragraph II.B.
- B. An administrator shall be designated by each Party to coordinate its participation in the overall exchange under this MOU. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators will be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators shall ensure that both administrators receive copies of all transmittals. These detailed arrangements are intended to ensure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

- C. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document shall be accompanied by an abstract in English, 250 words or less, describing its scope and content.
- D. The application or use of any information exchanged or transferred between the Parties under this MOU shall be the responsibility of the receiving Party, and the transmitting Party does not warrant the suitability of such information for any particular use or application.
- E. Recognizing that some information of the type covered in this MOU is not available within the agencies that are Parties to this MOU, but is available from other agencies of the governments of the Parties, each Party shall assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

III. EXCHANGE AND USE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided or exchanged under this MOU, subject to the requirements of each Party's national laws, regulations and policies and the need to protect proprietary and other confidential or privileged information.

B. Definitions

1. The term "information" means unclassified nuclear energy-related regulatory, safety, waste management, scientific or technical data, including information on results or methods of assessment, research, and any other knowledge provided, created or exchanged under this MOU.
2. The term "proprietary information" means information made available under this MOU that contains trade secrets or other privileged or confidential commercial information (such that the person having the information may derive a commercial benefit from it or may have a commercial advantage over those who do not have it), and may only include information that:
 - a. has been held in confidence by its owner;
 - b. has not been transmitted by the owner to other entities (including the receiving Party), except on the basis that it be held in confidence;
 - c. is not otherwise available to the receiving Party from another source without restriction on its further dissemination; and

- d. is not already in the possession of the receiving Party.
3. The term "other confidential or privileged information" means information, other than "proprietary information," that has been transmitted and received in confidence under this MOU and is protected from public disclosure under the laws, regulations, or policies of the country of the Party providing the information.

C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this MOU shall respect the privileged nature of such information, provided that such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an MOU dated _____, 20____, between the National Nuclear Safety Administration and SUJB and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, or concerned departments and agencies of the Government of the People's Republic of China and the Government of the Czech Republic, without the prior written approval of (name of transmitting Party). This notice shall be marked on each page of any reproduction hereof, in whole or in part. These limitations shall automatically terminate when the proprietary information is disclosed by the owner without restriction."

This restrictive legend shall be respected by the Parties to this MOU. Proprietary information bearing this restrictive legend shall not be made public or otherwise disseminated in any manner unspecified or contrary to the terms of this MOU without the prior written consent of the transmitting Party. Proprietary information bearing this restrictive legend shall not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this MOU may be disseminated by the receiving Party without prior consent to persons within or employed by the receiving Party, and to concerned Government departments and Government agencies in the country of the receiving Party, provided:
 - a. such dissemination is made on a case-by-case basis; and

b. such proprietary information bears the restrictive legend appearing in Section III.C. of this MOU.

2. With the prior written consent of the Party furnishing proprietary information under this MOU, the receiving Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this MOU. The Parties shall endeavor to grant such approval to the extent permitted by their respective national laws, regulations and policies, provided:

a. that the entities receiving proprietary information under Section III.D.2. of this MOU, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, have executed a non-disclosure agreement;

b. that the entities receiving proprietary information under Section III.D.2. of this MOU, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, shall not use such proprietary information for any private commercial purposes; and

c. that those entities receiving proprietary information under Section III.D.2. of this MOU that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this MOU other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating:

1. that the information is protected from public disclosure by the government of the transmitting Party; and

2. that the information is transmitted under the condition that it be maintained in confidence.

F. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the

same manner as that set forth in Section III.D, "Dissemination of Documentary Proprietary Information."

G. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings organized under this MOU, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the Parties according to the principles specified for documentary information in this MOU; provided, however, that the Party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

H. Consultation

If, for any reason, one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this MOU, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

I. Other

Nothing contained in this MOU shall preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this MOU.

IV. FINAL PROVISIONS

- A. Nothing contained in this MOU shall require either Party to take any action that would be inconsistent with its existing laws, regulations, or policy directives. Should any conflict arise between the terms of this MOU and those laws, regulations, or policy directives, the Parties agree to consult before any action is taken. No nuclear information related to proliferation-sensitive technologies shall be exchanged under this MOU.
- B. Unless otherwise agreed, all costs resulting from cooperation pursuant to this MOU shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to the laws, regulations and policies applicable to the Parties.
- C. Cooperation under this MOU shall be in accordance with the laws and regulations of the Parties. Any dispute or questions between the Parties concerning the interpretation or application of this MOU shall be settled by mutual agreement of the Parties.

- D. This MOU shall enter into force upon signature and, subject to paragraph E of this Section, shall remain in force for a period of five (5) years. It may be extended for a further period of time by written agreement of the Parties.
- E. Either Party may terminate this MOU after providing the other party written notice 180 days prior to its intended date of termination.

SIGNED at Beijing on 7 September 2016 and at Prague on 23 September 2016, in duplicate, in the English language.

FOR THE STATE OFFICE FOR
NUCLEAR SAFETY OF THE CZECH
REPUBLIC

DANA DRÁBOVÁ
President

FOR THE NATIONAL NUCLEAR
SAFETY ADMINISTRATION OF THE
PEOPLE'S REPUBLIC OF CHINA

LI GANJIE
Administrator