

**MEMORANDUM OF UNDERSTANDING ON TECHNICAL COOPERATION
BETWEEN
THE NUCLEAR REGULATORY AUTHORITY OF REPUBLIC OF TÜRKİYE
AND
THE STATE OFFICE FOR NUCLEAR SAFETY
FOR
COOPERATION AND EXCHANGE OF INFORMATION
IN THE FIELD OF NUCLEAR ENERGY AND IONIZING RADIATION
UTILIZATION**

PREAMBLE

The Nuclear Regulatory Authority of the Republic of Türkiye (NDK) and the State Office for Nuclear Safety (SUJB) hereinafter referred to as "Parties",

CONSIDERING the significance of using nuclear energy for peaceful purposes for the benefit of both their countries,

CONSIDERING that the Republic of Turkey and the Czech Republic are the Member States of the International Atomic Energy Agency,

RECOGNIZING the importance of the Treaty on the Non-Proliferation of Nuclear Weapons (1970), which both countries are the Parties to,

NOTING that in both countries nuclear power plants with similar reactor technologies are operated or in the phase of acquisition and both Parties are responsible for regulation and supervision of related activities,

EMPHASIZING the importance of cooperation and exchange of information in ensuring safety, nuclear security and safeguards,

Have reached an understanding on the following:

**ARTICLE I
SCOPE**

1. The Parties undertake to cooperate in terms of this Memorandum of Understanding on Technical Cooperation (hereinafter "MoU") and agree to exchange expert's experience and technical and regulatory information in the fields of nuclear safety and radiation safety protection, emergency preparedness and response, radioactive waste management and transportation of radioactive materials, nuclear security, safeguards and related activities to the extent that it is permitted to do so under the availability of appropriate funds and personnel of the Parties, their laws, regulations and policies in effect.

2. The cooperation and exchange of information may include the following areas:

- a) Regulatory control of the safe use of nuclear energy and ionizing radiation,
- b) Emergency preparedness and response,
- c) Safety related research in relation to the authorization and inspection of nuclear facilities, radiation facilities and practices,
- d) Safety and security of nuclear facilities and radiation facilities,
- e) Safety and security of radioactive sources,

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- f) Safe transport of radioactive material,
- g) Safe radioactive waste management,
- h) Development, implementation and review of the legislation, regulations, guidelines and requirements in the field of nuclear energy and ionizing radiation utilization,
- i) Authorization of activities and facilities subject to nuclear regulatory control.
- j) Accountancy and control of nuclear material,
- k) Registration system for radiation sources,
- l) Establishing and developing the framework of scientific and technical support organizations for the regulatory bodies,
- m) The integrated management system in the regulatory body,
- n) Radiation protection and protection of the environment from the harmful effects of radiation,
- o) Development and implementation of inspection programs,
- p) Training of the person designated by the Parties in the areas in the scope of this MoU,
- q) Authorization and certification of the personnel for nuclear facilities, radiation facilities and practices,
- r) Other areas agreed upon by the Parties in the scope of this MoU.

ARTICLE II

FORMS OF COOPERATION

1. Cooperation under this MoU may be implemented in accordance with the national legislation of the Parties in the following forms, subject to further specification by the Parties for each specific case under specific implementation arrangements detailing provisions especially in the areas regarding confidentiality, liability, privacy protection, intellectual property rights, financing and settlement of disputes:

- a) Exchange of documentation and information in any form on any media,
- b) Expert visits, joint seminars, meetings, training courses and workshops,
- c) Establishment of joint working groups to carry out specific studies and projects,
- d) Participation in the events, initiated by the other Party as an observer,
- e) Consultations and advisory services,
- f) Organization of training programs including on-the-job training,
- g) Exchange of experience of regulatory staff and experts,
- h) Other forms agreed upon by the Parties.

2. Each Party's cooperation or responsibility to provide information pursuant to this MoU is subject to:

- a) The respective laws, regulations and policies of the Parties,
- b) Any other contract, agreement or arrangement that binds the Parties with respect to disclosure or treatment of information, and
- c) The right to refuse to provide information or to cooperate that would be unreasonably difficult or costly to discover or provide.

**ARTICLE III
PROCEDURE**

1. A coordinator, upon the signing of this MoU, will be designated by each Party to supervise and coordinate its participation in the overall activities in the scope of this MoU and the Parties will inform each other of the contact details of the coordinators.

2. Each Party will, forthwith, notify the other of any change of the individual they have designated as their coordinator and the name and contact information of the new individual.

**ARTICLE IV
EXCHANGE AND USE OF INFORMATION**

1. The Parties will ensure that the information received or the results of the activities carried out by them under this MoU are used exclusively for peaceful purposes.

2. Information received by either Party under this MoU cannot be disseminated to third Parties without written permission of the transmitting Party.

3. The application or use of such information exchanged or transferred between the Parties under this MoU will be the responsibility of the receiving Party or the third party.

**ARTICLE V
FINANCIAL ARRANGEMENTS**

This MoU defines the basis on which the Parties will cooperate and does not constitute a financial obligation to serve as a basis for expenses. Unless otherwise agreed, each Party will cover its own expenses with regard to activities relating to the subject of this MoU.

**ARTICLE VI
MODIFICATIONS AND AMENDMENTS**

This MoU may be modified or amended by mutual written consent of the Parties.

Any modification or amendment shall enter into effect on the date of its signature by both Parties and shall be an integral part of this MoU.

**ARTICLE VII
FINAL PROVISIONS**

1. This MoU comes into force upon signature by the Parties and shall remain in force for a period of five (5) years.

2. This MoU shall be automatically extended for successive periods of five (5) years unless either Party notifies the other Party in writing its intention to terminate this MoU at least ninety (90) days before the intended date of termination.

3. This MoU does not constitute an international treaty and does not establish legal obligations on the Parties which are regulated by international law. Any disagreement



concerning the interpretation of or cooperation under this MoU should be resolved through consultation between the Parties and will not be referred to any national or international tribunal or third party for settlement.

This MoU is signed in two copies in English, both texts being equally authentic.

For the State Office
for Nuclear Safety

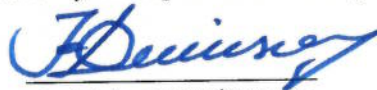


Dr. Dana DRÁBOVÁ
Chairperson

28 February 2022
Date

Prague
Place

For the Nuclear Regulatory
Authority of Republic of Turkey



Dr. Zafer DEMİRCAN
President

8 February 2022
Date

Ankara
Place