

**MEMORANDUM OF UNDERSTANDING**  
**FOR CO-OPERATION AND EXCHANGE OF INFORMATION**  
**IN NUCLEAR SAFETY**  
**BETWEEN**  
**THE STATE OFFICE FOR NUCLEAR SAFETY OF THE CZECH REPUBLIC**  
**AND**  
**THE HUNGARIAN ATOMIC ENERGY AUTHORITY**

The State Office for Nuclear Safety of the Czech Republic and the Hungarian Atomic Energy Authority hereinafter called "the Parties",

Whereas the Parties establish safety standards with respect to nuclear facilities in their jurisdiction,

Mindful it is in the interest of the Parties to enter into a Memorandum of Understanding for the exchange of technical information, to provide for the exchange of Parties' personnel, and to provide for their personnel training and mutual assistance in nuclear regulatory matters,

Have agreed as follows:

**ARTICLE I**

**INFORMATION EXCHANGE**

- (1) Each Party may request information from the other on any matter which is in competence of the Party regarding the peaceful use of nuclear energy, including information respecting:
- (a) legislation, regulation, licences, regulatory codes, standards, criteria and guides;
  - (b) the siting, construction, commissioning, operation and decommissioning of nuclear installation;
  - (c) safety reports and nuclear safety assessment;
  - (d) nuclear incidents and accidents reports, press and public reaction to such nuclear incidents and accidents, and, in particular, information concerning any event that has a major radiological significance, and the remedial actions undertaken as response;
  - (e) emergency planning;

- (f) safety related research in connection with licensing and supervising of nuclear installations;
  - (g) radioactive waste storage, discharge and treatment;
  - (h) physical protection and safeguards;
  - (i) transport of nuclear materials;
  - (j) international co-operation activities.
- (2) Each Party will provide the information to the other Party pursuant to paragraph (1) of this Article and according to its legislative framework.
- (3) Either Party may provide the other with any information that the Party considers may be of interest to the other without receiving a request for that information.

## ARTICLE II

### EXCEPTED INFORMATION

- (1) Each Party's obligation is to provide information pursuant to Article I, paragraph (2) of this Memorandum of Understanding, with respect to:
- (a) the laws, and regulations or policies of or that relate to the Party;
  - (b) any other contracts, agreements or arrangement that binds the Party.
- (2) Each Party has the right to refuse to provide information considered as restricted by the Party or other state authorities, or operators and other organisations or which is unreasonable difficult or costly to identify or provide, unless otherwise mutually agreed between the Parties.

## ARTICLE III

### USE OF INFORMATION

- (1) Each Party may use freely any information that it has received from the other Party under this Memorandum of Understanding taking into account the provisions of paragraphs (2) and (3) of this Article.
- (2) If the Party transmitting information finds the requirement of its confidentiality being indispensable, that Party will clearly specify with bold lettering on the front of any information that it may provide. The Party receiving classified information shall respect its character by restricting, in this respect, the dissemination of the information only to its employees and consultants.
- (3) Each Party who makes use of any information that is provided under this Memorandum of Understanding will hold the other Party harmless from any damage so incurred and will assume all risks incurred by its use of the information.

## ARTICLE IV

### EXCHANGE OF PERSONNEL

- (1) Each Party may request, on a balanced and mutual basis, that the other Party accept temporary visits for the purpose of exchanging information or for technical regulatory training on use of nuclear energy for peaceful purposes.
- (2) Each Party will use its best efforts to support the visit that may be requested by the other Party pursuant to with paragraph (1) of this Article.
- (3) The Parties will agree through their co-ordinators the conditions of conducting such visits mentioned in the paragraph (1) of this Article in writing from case to case.
- (4) The Parties will designate co-ordinators for information exchange and exchange of personnel. The Parties will inform each other by written notification about the nomination or any change of co-ordinators.

## ARTICLE V

### ADMINISTRATION

- (1) Unless otherwise agreed, each Party will bear the costs incurred by its participation in this Memorandum of Understanding.
- (2) In connection with its participation in this Memorandum of Understanding, each Party will
  - (a) hold the other Party harmless against any damage or injury and be responsible for any damage or injury that arises out of acts or omission by own personnel and
  - (b) be jointly responsible for any damage or injury that arises out of joint acts or omissions by its personnel.

## ARTICLE VI

### SETTLEMENT OF DISPUTES

Any disputes regarding the interpretation or implementation of this Memorandum of Understanding will be resolved by direct consultation between the Parties.

## ARTICLE VII

### AMENDMENTS

This Memorandum of Understanding may be amended, at any moment, by common consent of the Parties. Any amendment shall enter into force in accordance with the provisions of Article VIII.

ARTICLE VIII

ENTRY INTO FORCE

This Memorandum of Understanding shall enter into force on the date of its signature.

ARTICLE IX

VALIDITY

This Memorandum of Understanding shall remain in force for a period of ten years. This term will be automatically extended for additional periods of five years if neither Party does notify the other Party six months before the end of the term its intention to terminate this Memorandum.

Signed on June 11, 2002 in Prague, in two originals, each one in Czech, Hungarian and English languages, all texts being equally authentic. In case of divergence of interpretation the English text shall prevail.



For the State Office for Nuclear  
Safety in the Czech Republic



For the Hungarian Atomic  
Energy Authority