

MEMORANDUM OF UNDERSTANDING
FOR COOPERATION AND EXCHANGE OF INFORMATION
IN NUCLEAR REGULATORY MATTERS
BETWEEN
THE CANADIAN NUCLEAR SAFETY COMMISSION
AND
THE AUTHORITY FOR NUCLEAR SAFETY AND RADIATION PROTECTION
OF
THE NETHERLANDS
December 2022

WHEREAS the Canadian Nuclear Safety Commission (CNSC) and the Authority for Nuclear Safety and Radiation Protection (ANVS) of the Netherlands, hereinafter referred to as the “Participants”, wish to conclude a Memorandum of Understanding for cooperation and exchange of information in nuclear regulatory matters;

WHEREAS paragraphs 21(1)(a) and (f) of the *Nuclear Safety and Control Act* authorize the CNSC to enter into international cooperation arrangements and exchange information under the arrangements;

WHEREAS according to Article 3(1)(g) of the *Nuclear Energy Act (Kernenergiewet)* the ANVS has the duty to maintain relations with similar foreign authorities and national and international organizations with regard to nuclear safety and radiation protection, and the associated security and crisis preparation, and safeguards;

WHEREAS there is an *Agreement between the Government of Canada and the European Atomic Energy Community for cooperation in the area of nuclear research*, signed in Ottawa on the 17th day of December 1998;

WHEREAS it is in the mutual interest of both Participants to conclude a Memorandum of Understanding for cooperation and exchange of information, contemplating the exchange of the Participants’ personnel, training of personnel and assistance in the field of nuclear safety research;

The Participants have reached the following understanding:

ARTICLE I

INFORMATION TO BE EXCHANGED

- (1) Each Participant may request safety-related information from the other Participant on any matter related to the peaceful use of nuclear energy within the other Participant's jurisdiction and control, including, but not limited to, information on:
 - (a) review and assessment of non-proprietary new nuclear facility designs and technologies
 - (b) siting, construction, commissioning, operation, and decommissioning of nuclear installations
 - (c) legislation, regulations, licences, regulatory codes, standards, criteria and guides
 - (d) technical reports and nuclear safety assessments, including those related to radiological safety and radioactive waste management
 - (e) nuclear safety incident and accident reports, and, in particular, information concerning any nuclear safety event that has a major radiological significance and the remedial actions undertaken in response
 - (f) safety-related research concerning licensing and regulatory control of nuclear installations
 - (g) radiation protection and physical protection of nuclear material and radioactive sources
 - (h) storage, discharge and treatment of radioactive waste
 - (i) regulation of radioactive waste management
 - (j) communication projects and strategies in the nuclear safety research field
- (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 II

EXCEPTED INFORMATION

Each Participant's ability to provide information pursuant to paragraph (2) of Article I is subject to:

- (a) the respective laws, regulations or policies which govern the Participants;
- (b) any other contract, agreement or commitment that binds a Participant; and

- (c) the right to refuse to provide information that would be unreasonably difficult or costly to identify or provide, unless otherwise mutually understood between the Participants

ARTICLE III

USE OF INFORMATION

- (1) Each Participant may freely use and disseminate any information received from the other Participant under this Memorandum of Understanding without obtaining any other permission of the other Participant, with the exception of information that has been provided in confidence.
- (2) Either Participant shall clearly identify, on any information that it may provide to the other Participant under this Memorandum of Understanding, that the information is provided in confidence and will impose restrictions on the use and dissemination of the information.
- (3) Each Participant will respect the confidentiality of any information that it receives from the other Participant that is identified as confidential, and will respect the restrictions on use and dissemination that have been imposed.
- (4) Notwithstanding the above, if required by law the recipient Participant may have to disseminate confidential information. The recipient Participant will exhaust all reasonable legal challenges to resist the disclosure of such information, and will notify the disclosing Participant in advance of any dissemination.
- (5) Each Participant using any information that is provided to it under this Memorandum of Understanding will assume all risks incurred by its use.
- (6) This Memorandum of Understanding cannot be used as basis for the exchange of classified information.

ARTICLE IV

PEACEFUL USES OF INFORMATION AND RESULTS

In accordance with obligations arising from ratification of the *Treaty on the Non-Proliferation of Nuclear Weapons* by Canada and the Netherlands, received information and the results of the activities carried out by Participants under this Memorandum of Understanding will be used exclusively for peaceful, non-explosive purposes.

ARTICLE V

VISITS AND TRAINING

- (1) Each Participant may request the other Participant to accept temporary or extended visits for mutually agreeable duration from members of the requesting Participant's personnel, or of an institution sponsored by the requesting Participant, if such visits are mutually beneficial. The visits will be carried out for the purpose of exchanging information or of training on technical regulatory and communication issues.
- (2) Each Participant will use its best efforts to accommodate the visits that may be requested by the other Participant pursuant to the above paragraph (1). Participants agree that priority will be given to virtual visits unless it is not feasible to do so.
- (3) Visits pursuant to the above paragraph (1) above shall be the subject of a separate arrangement between the Participants and additional terms and conditions in accordance to each Participants' legal obligations.

ARTICLE VI

FINANCIAL ASPECTS

Unless otherwise mutually understood between the Participants, each Participant will be solely responsible for its own participation costs under this Memorandum of Understanding, including those incurred by its Administrator and Technical Coordinators in performing his or her responsibilities.

ARTICLE VII

ADMINISTRATION

- (1) Each Participant will appoint an Administrator to act as a point of contact, implement, and administer this Memorandum of Understanding. Each Participant will, upon signing this Memorandum of Understanding, notify the other Participant of the name of the person it has appointed as its Administrator.
- (2) Each Participant will, forthwith, notify the other Participant of any change of the Administrator and will communicate, at the same time, the name of the new appointed Administrator.
- (3) Unless otherwise requested by the other Participant, all initial requests for information and exchanges of information provided under this Memorandum of Understanding will be made or provided to the Administrator of the other Participant.
- (4) Technical Coordinators may be appointed as direct contacts for specific disciplinary areas after initial contact has been established. These Technical Coordinators shall ensure that both Administrators receive copies of all transmittals.

ARTICLE VIII

SETTLEMENT OF DISPUTES

Any dispute arising between the Participants concerning the interpretation or implementation of this Memorandum of Understanding will be settled amicably through mutual consultation or negotiation between the Participants.

ARTICLE IX

AMENDMENT

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

ARTICLE X

PARAMOUNTCY

This Memorandum of Understanding supersedes all communications, negotiations and arrangements, either written or oral, between the Participants related to this Memorandum of Understanding, prior to its signing.

ARTICLE XI

ENTRY INTO EFFECT

This Memorandum of Understanding will come into effect upon signature by both Participants.

ARTICLE XII

TERMINATION

This Memorandum of Understanding will terminate when either Participant gives notice to the other Participant of its decision to terminate it. The Memorandum of Understanding will terminate three months following the date of receipt of the notice by the other Participant, unless the notice of termination has been withdrawn by mutual understanding before the expiry of the period. In the event of termination, each Participant will continue to treat information that has been shared in accordance with Article III.

ARTICLE XIII

NATURE OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding does not constitute an international agreement and does not create rights and obligations governed by the international law. The Memorandum of Understanding does not affect any other agreements that grant rights or impose obligations on the CNSC and the ANVS.

Signed at _____, on _____, in duplicate, in the English and French, each text being equally authentic.

For the Canadian Nuclear Safety
Commission:

For the Dutch Authority for Nuclear Safety
and Radiation Protection, in accordance
with its decision:

Rumina Velshi
President

Marco Brugmans
Deputy Chair of the Board