



Authority for Nuclear Safety and
Radiation Protection



National
Nuclear
Regulator

MEMORANDUM OF UNDERSTANDING
FOR COOPERATION AND EXCHANGE OF INFORMATION IN
NUCLEAR REGULATORY MATTERS
BETWEEN
THE AUTHORITY FOR NUCLEAR SAFETY AND RADIATION PROTECTION
OF THE NETHERLANDS
AND
THE NATIONAL NUCLEAR REGULATOR OF THE REPUBLIC OF
SOUTH AFRICA
September 2023

WHEREAS the Authority for Nuclear Safety and Radiation Protection (ANVS) of the Netherlands and the National Nuclear Regulator (NNR) of the Republic of South Africa, hereinafter referred to as the “Participants”, wish to conclude a Memorandum of Understanding for cooperation and exchange of information in nuclear regulatory matters;

WHEREAS according to Article 3(3)(g) of the *Nuclear Energy Act* 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 safe guards.

WHEREAS Article 7(1)(i) of the *National Nuclear Regulator Act (Act No. 47 of 1999)* authorizes the NNR to conclude contracts, enter into agreements or perform any act whether in the Republic or elsewhere, whereby its objects are carried into effect or which is calculated, directly or indirectly to enhance the value of the services which the Regulator renders towards achievement of its objects or which may be prescribed.

WHEREAS there is an *Agreement between the government of the Republic of South Africa and the European Atomic Energy Community (Euratom) for Cooperation in the Peaceful Uses of Nuclear Energy*, signed in Pretoria, on the 18th day of July 2013.

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 Periodic Safety Review (PSR), Long-Term Operation (LTO) and Emergency Preparedness and Response (EPR) for nuclear facilities
 - (e) Technical reports and nuclear safety assessments, including those related to radiological safety and radioactive waste management
 - (f) 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
 - (g) Safety-related research concerning licensing and regulatory control of nuclear installations and nuclear activities
 - (h) Radiation protection and physical protection of nuclear material and radioactive sources
 - (i) Storage, discharge and treatment of radioactive waste
 - (j) Regulation of radioactive waste management
 - (k) Regulation of remediation of radioactively contaminated sites and management of the resulting waste
 - (l) Stakeholder, Public and Project Communication strategies in nuclear safety
 - (m) Information related to the training of regulatory personnel and technical support organizations
 - (n) Emerging and new trends
- (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 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.
- (7) If the Participants do wish to exchange classified information they will execute a non-disclosure agreement regarding the specific classified information.

ARTICLE IV PEACEFUL USES OF INFORMATION AND RESULTS

In accordance with obligations arising from the *Treaty on the Non-proliferation of Nuclear Weapons*, 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 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 Participants, 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 ANVS and the NNR.

Signed at _____, on _____.

For the Dutch Authority for Nuclear Safety and Radiation Protection:

For the National Nuclear Regulator of the Republic of South Africa:

Annemiek van Bolhuis
Chair of the Board

Ditebogo Kgomo
Chief Executive Officer