



Authority for Nuclear Safety and  
Radiation Protection

## **ARRANGEMENT**

**BETWEEN**

**THE NUCLEAR SAFETY AUTHORITY  
OF THE REPUBLIC OF FRANCE  
(ASN)**

**AND**

**THE AUTHORITY FOR NUCLEAR SAFETY AND  
RADIATION PROTECTION OF THE KINGDOM OF  
THE NETHERLANDS  
(ANVS)**

**FOR THE**

**EXCHANGE OF TECHNICAL INFORMATION  
AND CO-OPERATION IN THE FIELD  
OF NUCLEAR SAFETY  
AND RADIATION PROTECTION**

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## INTRODUCTION

The Nuclear Safety Authority of France (hereinafter ASN) and the Authority for Nuclear Safety and Radiation Protection of the Kingdom of the Netherlands (hereinafter ANVS), collectively referred to as the "Parties" and individually as a "Party";

### WHEREAS

On behalf of the State, ASN ensures the oversight of nuclear safety and radiation protection to protect people and the environment. It informs the public and contributes to enlightened societal choices;

The ANVS is the regulatory and competent authority regarding matters related to safety, security and safeguards for nuclear facilities, materials and activities in the Kingdom of the Netherlands and to protect people and the environment against undue risks of radiation;

The Parties share a mutual interest in concluding an arrangement for co-operation in the field of nuclear safety and radiation protection, including regulation and oversight of nuclear facilities and activities in their respective jurisdictions;

The Parties desiring to clarify their respective roles, responsibilities, terms and conditions and procedures by which they will co-operate;

Have agreed as follows:

## ARTICLE 1. DEFINITIONS

For the purpose of this Arrangement:

- 1.1 Safety: means the protection of people and the environment against radiation risks, and the safety of facilities and activities that give rise to radiation risks. It includes the safety of nuclear installations and nuclear activities, the safety and security of radioactive sources, radiation safety, the safety of radioactive waste management and the transport of radioactive material.
- 1.2 Background Proprietary Information: means information, knowledge, patented or not, copyrighted or not, which
  - (a) has been, or is, acquired, developed or produced by a Party, either before or during the term of this Arrangement including any extensions thereof, but in any case outside the scope of this Arrangement;
  - (b) is provided by a Party (the "Providing Party") to the other Party (the "Receiving Party") for the purpose of carrying out this Arrangement and its objectives;
  - (c) is identified in writing by the Providing Party at the time of its disclosure as being confidential or where such information is provided orally, its confidential nature is confirmed in writing by the Providing Party to the Receiving Party within thirty (30) days of its disclosure.
- 1.3 Confidential Information: means information, patented/copyrighted or not, declared as confidential by a Party, communicated to the other Party within the framework of this Arrangement, including, but not limited to, any know-how, technical data, or technical, commercial or financial information, by writing, oral

communications, or by any other means. Confidential Information includes, but is not limited to, (a) information which is not generally known or publicly available and (b) information which has not previously been made available by its owner without an obligation to keep such information confidential.

- 1.4 Intellectual Property Rights: mean all patents, utility models, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; confidential information (or trade secrets); and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.
- 1.5 Use of information: means the use for its own needs in the fields of nuclear safety and radiation protection.

## **ARTICLE 2. SCOPE OF THE ARRANGEMENT**

- 2.1 The Parties jointly decide to co-operate in accordance with the provisions of this Arrangement. They jointly decide to exchange technical and regulatory information relating to the safety and radiation protection of nuclear facilities and activities designated by mutual consent to the extent that they are permitted to do so under the laws, regulations and policy directives of their respective authorities.
- 2.2 The co-operation and exchange of the information mentioned in paragraph 2.1 of this Article may include, without being limited to, the following areas:
- (a) safety and radiation protection legislation, regulations and guidelines;
  - (b) regulatory initiatives, practices and experience regarding specific issues of fields, such as:
    - licensing of nuclear installations including nuclear power plants, small modular reactors (SMRs), and storage and research facilities;
    - sharing experiences on collaboration with regulators on new and innovative technologies;
    - siting, construction, commissioning and operation of nuclear installations;
    - oversight and enforcement regarding nuclear installations and radiation protection activities;
    - transport of radioactive material;
    - environmental monitoring policies, strategies, methods and standards around nuclear installations;
    - use of information technology and information management by the Parties;
    - regulation of codes and standards and the oversight on their use in nuclear new builds and modification projects;
    - management of emergency preparedness and response.
  - (c) reports on incidents, accidents and other operational experience of major safety or radiation protection significance;

- (d) research activities implemented to support nuclear safety and radiation protection;
  - (e) public information and consultation processes;
  - (f) knowledge management; and;
  - (g) relations with technical support organisations.
- 2.3 Each Party will use its best efforts to provide the information that may be requested by the other Party pursuant to this Arrangement.
- 2.4 Either Party may provide the other Party with any information that the providing Party considers of interest to the other Party without receiving a request for that information from that other Party.

### **ARTICLE 3. EXCEPTED INFORMATION**

Each Party's obligation to provide information pursuant to this Arrangement is subject to:

- (a) the respective laws, regulations and policies that apply to the providing Party with respect to disclosure or handling of information;
- (b) any other contract, agreement or arrangement that binds the providing Party with respect to disclosure or handling of information;
- (c) the right of each Party to refuse to provide information that would be unreasonably difficult or costly to discover or provide, unless otherwise mutually agreed between the Parties; and
- (d) the Intellectual Property Rights and the rights to the Background Proprietary Information:
  - each Party shall remain the sole owner of its Background Proprietary Information used in the collaborative actions;
  - no rights of use or license of such Background Proprietary Information shall be granted to the other Party unless specifically agreed in writing by the Party owner of the said Background Proprietary Information.

### **ARTICLE 4. FORMS OF CO-OPERATION**

- 4.1 The Parties will endeavour to co-operate on nuclear safety and radiation protection matters on any topic included in the Arrangement, in the following manner, including but not limited to:
- (a) high-level bilateral meetings including visits of nuclear facilities;
  - (b) cross inspection and technical meetings;
  - (c) exchange of information and documentation;
  - (d) exchange of lecturers, experts and technicians for courses and seminars;
  - (e) setting up of joint activities to carry out specific studies and projects on safety and radiation protection; and
  - (f) any other forms of co-operation that may be jointly decided upon between the Parties.

- 4.2 Where both Parties jointly decide specific implementing arrangements shall be entered into force on a case-by-case basis, covering issues such as, when appropriate, payments, intellectual property rights and confidentiality.
- 4.3 Documents exchanged under this Arrangement will be written in English.

**ARTICLE 5. ADMINISTRATION**

5.1 The Parties may communicate through telephone, video calls, email and post. Communication on matters related to this Arrangement will be coordinated by the International Relations Department of ASN and the Office for Executive Affairs of ANVS, at the following addresses:

ASN 15 rue Louis Lejeune 92120 Montrouge CS 70013 France	ANVS P.O. Box 16001 2500 BA The Hague The Netherlands
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5.2 Upon signing of this Arrangement, each Party will designate an administrator within its relevant department to supervise, implement and administer this Arrangement and will notify the other Party of the contact information of the individual. The administrators will be the recipients or in copy of all documents and information transmitted pursuant to this Arrangement, unless the Parties decide otherwise. Any visit made under this Arrangement will take place only after consultation between the administrators.

Unless otherwise requested by the other Party, 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.

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.

- 5.3 Each Party will notify the other Party immediately of any change of the individual it has designated as its administrator and the contact information of the new individual.
- 5.4 Meetings or exchanges between the administrators implementing this Arrangement on behalf of the two Parties will be arranged preferably on an annual basis and at any time when the Parties mutually deem it to be appropriate to review the exchange of information or to recommend revisions to the provisions of this Arrangement. The administrators will jointly decide upon the time and place for such meetings in advance.

**ARTICLE 6. EXCHANGE AND USE OF INFORMATION**

6.1 According to its national law, each Party may freely use the information received from the other Party concerning a third Party and disseminate it, even without

the approval of this third Party, unless otherwise indicated by the Party providing the information. Such otherwise indications may relate to the confidentiality of information and the need to protect confidential or privileged information and intellectual property rights.

- 6.2 Each Party may indicate that any information provided to the other Party under this Arrangement is confidential, and may impose restrictions on its use and dissemination.
- 6.3 Both Parties will respect the confidentiality of any information received from the other Party that is identified as confidential, by restricting the use and dissemination of such information to their employees and consultants, and their respective governments. In the event that the disclosing Party specifies a greater or lesser restriction on the information, the application of the greater or lesser restriction will be accepted by the receiving Party.
- 6.4 Notwithstanding the above, if required by law the recipient Party 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.
- 6.5 The Parties will ensure that the information received, or the results of the activities carried out by them under this Arrangement, is used exclusively for peaceful purposes.
- 6.6 The providing Party does not warrant, in an expressed or implied manner, the accuracy or the suitability of any information disclosed to the receiving Party, including any confidential information, for any particular use or application by the receiving Party or by any third Party. The application or use of the information exchanged or transferred between the Parties under this Arrangement will be the responsibility of the receiving Party or the third Party.
- 6.7 Recognising that some information covered in this Arrangement is not available to the Parties of this Arrangement, but is available from other agencies of the Authorities of the Parties, each Party will assist the other Party to the maximum extent possible by organising and directing enquiries concerning such information to the appropriate agencies concerned. The foregoing will not constitute a commitment of the agencies to provide such information or to receive such visitors.

## **ARTICLE 7. EXCHANGE OF PERSONNEL AND VISITS**

- 7.1 Each Party may request that the other Party accepts and arranges for a temporary visit from the other Party's personnel to exchange information or for technical regulatory training. The terms and conditions for training and long-term visits will be jointly decided upon between the Parties on a case-by-case basis.
- 7.2 Each Party will use its best efforts to accommodate a visit that may be requested by the other Party pursuant to paragraph (7.1) above. The Parties will endeavour to give each other adequate prior notification in order to make the necessary administrative arrangements, unless otherwise jointly decided between the Parties.
- 7.3 During their visit or stay at the hosting Party, the visiting personnel will be subject to the rules and regulations in force within the jurisdiction of the hosting Party and will abide by the confidentiality terms and conditions described in this Arrangement and by the above mentioned administrative arrangements.

- 7.4 Each Party, in its capacity as employer, will provide its personnel, during their stay or visit at the hosting Party, with health insurance and with occupational disease and injuries insurance.
- 7.5 In accordance with the applicable laws and regulations, each Party remains liable for damages to third Parties caused by its own personnel during the execution of this Arrangement.

#### **ARTICLE 8. EXPENSES**

- 8.1 For the exchange of personnel, any travel, living and accommodation expenses will be borne by the sending Party, unless otherwise jointly decided by the Parties.
- 8.2 In the event that either Party would be performing work at the request of the other Party, all expenses (inclusive of consultants' fees) will be borne by the beneficiary Party.

#### **ARTICLE 9. SETTLEMENT OF DISPUTES**

Any dispute between the Parties concerning the interpretation or implementation of this Arrangement will be settled amicably through mutual consultation or negotiation between the Parties.

#### **ARTICLE 10. AMENDMENTS**

This Arrangement may be amended by mutual written consent and the amendment signed by the Parties will be entered into force in the same manner as this Arrangement.

#### **ARTICLE 11. FINAL PROVISIONS**

- 11.1 This Arrangement will enter into force upon signature and, subject to paragraph 11.4 of this Article, will remain in force for a period of five (5) years, unless extended for further period of time by mutual written notice of the Parties.
- 11.2 This Arrangement is not intended to create any legally binding rights or obligations under international law.
- 11.3 This Arrangement will be carried out within the framework of the respective laws and regulations of the two countries and subject to the availability of appropriated funds and personnel of the Parties.
- 11.4 This Arrangement may be terminated by either Party at any time by giving the other Party not less than three (3) months prior written notice of termination. This Arrangement may also be terminated at any time by mutual written notice of the Parties.
- 11.5 Confidential information exchanged under this Arrangement will remain confidential and protected for the duration of this Arrangement and indefinitely thereafter, notwithstanding the termination of this Arrangement, unless otherwise jointly decided in writing by the Parties.
- 11.6 No exchange of information under this Arrangement is intended to, nor will, create in the receiving Party any intellectual property rights in the information exchanged. All such rights will remain vested solely in the providing Party.

11.7 Articles 3 and 6 of this Arrangement shall remain in force after the expiry or termination of this Arrangement.

Established at Vienna, in duplicate in the English language.

<p><b>For the Nuclear Safety Authority of France</b></p>  <p><b>Bernard DOROSZCZUK President</b></p> <p>Date: 26/05/2023</p>	<p><b>For the Authority for Nuclear Safety and Radiation Protection of The Netherlands</b></p>  <p><b>Annemiek VAN BOLHUIS Chair of the Board</b></p> <p>Date: 26-9-2023</p>
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