

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES
NUCLEAR REGULATORY COMMISSION
AND
THE ETHIOPIAN RADIATION PROTECTION
AUTHORITY
FOR THE EXCHANGE OF TECHNICAL
INFORMATION
AND
COOPERATION IN NUCLEAR SAFETY, SECURITY,
AND SAFEGUARDS MATTERS

September 17, 2019

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The United States Nuclear Regulatory Commission and the Ethiopian Radiation Protection Authority, the two together hereinafter referred to as the Participants;

Having a mutual interest in an ongoing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety, security, and the environmental impact of nuclear facilities and radioactive materials;

Have reached the following understanding:

I. SCOPE OF THE MEMORANDUM OF COOPERATION

A. Unclassified Technical Information Exchange

To the extent that the Participants are permitted to do so under the laws, regulations, and policies of their respective countries, they may exchange unclassified technical information relating to: the regulation and oversight of safety, security, and safeguards for nuclear facilities and radioactive materials; the environmental impact of nuclear facilities and radioactive materials; and nuclear safety research programs. Examples of such information include:

1. Topical reports written by or for one of the Participants as a basis for, or in support of, regulatory decisions and policies.
2. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
3. Detailed documents describing a Participant's process for licensing and regulating nuclear facilities and radioactive materials.
4. Information in the field of nuclear safety research either in the possession of one of the Participants or available to it. Each Participant should make its best efforts to transmit immediately to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.
5. Reports on operating experience for nuclear facilities and/or experience with radioactive materials, such as reports on nuclear incidents, accidents, shutdowns, and compilations of historical reliability data on components and systems.
6. Regulatory and oversight procedures for nuclear safety, security, and safeguards (materials accountancy and control) for nuclear facilities and radioactive materials, and environmental impact evaluations for nuclear facilities.
7. Early notification of important incidents and emerging technical issues that are of immediate interest to the Participants.

B. Cooperation in Nuclear Safety Research

The terms of cooperation for joint programs and projects of nuclear safety research and development, or those programs and projects under which activities are divided between the two Participants, including the use of test facilities and/or computer code sharing programs owned by either Participant, would be considered on a case-by-case basis and may be the subject of a separate agreement.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the Participants may cooperate in providing certain training and experiential opportunities for each other's personnel. In addition, temporary assignments of personnel by one Participant to the other Participant would also be considered on a case-by-case basis and, in general, require a separate agreement between the Participants. Unless otherwise decided, costs of salary, allowances, and travel of participants is expected to be paid by the Participant that incurs them.

II. ADMINISTRATION

- A. The exchange of information under this Memorandum may be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings may be held to review the exchange of information and cooperation under this Memorandum, and to discuss topics within the scope of the cooperation. The time, place, and agenda for such meetings should be decided in advance.
- B. An administrator should be designated by each Participant to coordinate its exchange activities under this Memorandum. The administrators should be the recipients of all documents transmitted under the exchange, including copies of all letters, unless otherwise determined or unless otherwise provided herein. The administrators are responsible for development and coordination of the scope of any exchange. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators should ensure that both administrators receive copies of all transmittals.
- C. The application or use of any information exchanged between the Participants under this Memorandum is the responsibility of the receiving Participant, and the transmitting Participant does not warrant the suitability of such information for any particular use or application.
- D. To the extent possible, each Participant should assist the other in obtaining information from other agencies within their respective governments.

III. EXCHANGE AND USE OF INFORMATION

- A. The term "information" means unclassified technical information relating to: the regulation and oversight of safety, security, and safeguards for nuclear facilities and radioactive materials; the environmental impact of nuclear facilities and radioactive materials; and nuclear safety research programs. It also includes scientific or research data, methods of assessment, or any other knowledge or information provided, created, or exchanged under this Memorandum.

- B. The Participants support the widest possible dissemination of information exchanged under this Memorandum, subject to the requirements of each Participant's national laws, regulations, and policies.
- C. The Participants intend to protect information furnished by either Participant in accordance with the laws, regulations, and policies applicable to the Participants, and to limit use of such information exclusively for purposes of implementing the activities set forth in this Memorandum. Information furnished to experts or to third parties in the implementation of these activities should also be protected in accordance with the laws, regulations and policies applicable to the Participants upon expiration of this Memorandum. To that end, each Participant may require the expert or third party to make a specific declaration regarding protection of information.
- D. The Participants intend to consult and seek written clarification when questions arise as to the proper handling and dissemination of information shared under this Memorandum.

IV. FINAL PROVISIONS

- A. The Participants intend to cooperate under this Memorandum in accordance with the existing laws, regulations, or policies applicable to the Participants. Should any conflict arise between the terms of this Memorandum and those laws, regulations, or policies, the Participants should consult before any action is taken. The Participants do not intend to exchange nuclear information related to proliferation-sensitive technologies under this Memorandum.
- B. This Memorandum may be modified by the mutual written consent of both Participants.
- C. Unless otherwise mutually determined, all costs resulting from cooperation pursuant to this Memorandum are the responsibility of the Participant that incurs them. The ability of the Participants to carry out their activities under this Memorandum is subject to the appropriation of funds by the appropriate governmental authority and to the laws, regulations and policies applicable to the Participants.
- D. Any dispute or questions between the Participants concerning the interpretation or application of this Memorandum should be settled by mutual consultation between the Participants.
- E. This Memorandum becomes effective upon signature by both Participants and remains effective until either Participant provides written notice to the other Participant of its intent to cease cooperation under this Memorandum. A Participant should provide 180 days notice of its intent to cease cooperation under this Memorandum.

- F. All information protected under this Memorandum should continue to be protected consistent with the terms of this Memorandum after the Participants have ceased cooperation under this Memorandum, unless the Participants jointly determine otherwise in writing.

SIGNED at Vienna, Austria, on this 17th day of September 2019, in duplicate, in the English language.

FOR THE UNITED STATES NUCLEAR
REGULATORY COMMISSION:



Kristine L. Svinicki
Chairman

FOR THE ETHIOPIAN RADIATION
PROTECTION AUTHORITY:



Solomon Getachew
Director General