

# **Memorandum of Understanding**

### **PARTICIPANTS**

- European Technical Safety Organisations Network (ETSON), a non-profit organization under the 1901 French law with the aims to develop and promote best practices in nuclear safety assessment, whose registered office is at 31 Avenue de la Division Leclerc, 92260 Fontenay aux Roses, France, and identified under RNA number: W921001929
- 2. **Ibero-American Forum of Radiological and Nuclear Regulatory Agencies (FORO)** an association created under the agreement of Veracruz on 1997 with the aim to promote radiological and nuclear safety and security at the highest level in the region. The secretary is at Av. Del Libertador 8250 Ofic. 1334 A, Ciudad Autónoma de Buenos Aires C1429BNP, Buenos Aires Argentina

ETSON and FORO enter into this Memorandum of Understanding (hereinafter MoU) to work together to enhance nuclear safety and radiation protection in areas of mutual interest.

#### AREAS OF COOPERATION

The Participants intend to seek opportunities for collaboration in the field of:

- Exchange of information on their activities, working groups' results, publications, among others.
- Cross involvement to activities and meetings of each of the Participants.
- Capacity building and Training (FORO and ENSTTI).
- Translation and sharing of documents published by each of the Participants.
- Knowledge management.

The object of the MoU is limited to expressing the Participants' intention to cooperate as described herein above. In case the Participants determine to collaborate on specific research and development activities in the areas identified hereinabove, an appropriate supplementary written agreement should be concluded.

# FORM OF COOPERATION

The Participants intend to cooperate on the selected topics of cooperation herein above by utilizing the following forms of cooperation, but not limited to:

Dedicated meetings, exchange of documents, review of methodologies.



# TRANSFER OF INFORMATION

The Participants may exchange, as determined on a mutually beneficial basis, publications, results of working groups, meetings conclusions, etc. Such information should be limited to which the Participants have the right to disclose, either in their possession or available to them, relating to the areas of cooperation described hereinabove.

All information transmitted by one Participant to the other Participant under this MoU should be appropriate and accurate to the best knowledge and belief of the transmitting Participant, but the transmitting Participant does not warrant the suitability of the information transmitted for any particular use or application by the receiving Participant or any third party.

Information developed jointly by the Participants should be appropriate and accurate to the best knowledge and belief of both Participants. Neither Participant warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Participant or by any third party.

### **GENERAL PROVISIONS**

- 1. This MOU is not intended to create any partnership, agency or other relationship between the parties under which any of them may be taken to be responsible for the acts, omissions or debts of the other.
- A designated person at each institution will oversee and facilitate implementation of this MOU. Initially, the FORO and the ETSON will officially appoint their nominee; each party may replace this designated person by notice in writing to the other party when necessary.
- 3. This MOU may only be modified by written agreement of both parties.
- 4. This MOU is not intended to be legally binding on the parties. The Participants agree that nothing in this MOU obliges either participant to commit to any particular activities or incur any financial obligations in respect of any activities.
- Specific proposals for collaborative activities under this MOU will be submitted for approval through the normal procedures of each participant and governed by separate and supplementary legally binding agreements between the Participants.
- 6. Individual programs of activity developed under this MOU and approved by the parties will be the subject of individual legally binding agreements in writing and signed by both participants, and unless otherwise agreed, will be jointly planned and conducted by the nominees of both Participants.
- 7. The conduct of the activities contemplated by this MoU is subject to the availability of appropriated funds, personnel, and other resources.





8. Each Participant should conduct the activities contemplated by this MoU in accordance with applicable laws and regulations to which it is subject.

## **DURATION**

This MoU is effective on signature by the Participants and will continue for an initial period of 5 years [and may be automatically renewed for further 5-year periods].

### DISCONTINUATION

The Participants may discontinue this Memorandum at any time by mutual consent in writing.

A Participant that desires to discontinue its participation in this MoU should endeavor to provide at least three months written notice to the other Participant. All ongoing joint activities, projects and experiments not completed at the expiration or discontinuation of this MoU may be continued until their completion under the terms of this MoU.

Executed as a Memorandum of Understanding in two original copies.

For the Forum of Radiological and Nuclear Regulatory Agencies:

Ms Ana María Larcher, President

September 28<sup>th</sup> 2016

Date

For the European Technical Safety Organizations Network:

Mr Benoît De Boeck, President

, Mei

September 28<sup>th</sup> 2016

Date