

# Technical Cooperation Agreement

between the Management Board of the Information  
System on Occupational Exposure  
and ENRESA

**29/05/2015**

The purpose of this Technical Co-operation Agreement (the “Agreement”) is to facilitate the exchange among ISOE and ENRESA of information and experience on the optimisation of occupational radiation protection in the operation and decommissioning of nuclear power plants according to the agreed terms and conditions herein.

## **TECHNICAL COOPERATION AGREEMENT**

### **between the Management Board of the Information System on Occupational Exposure (ISOE) and ENRESA**

#### **Preamble**

##### **Whereas:**

The mission of the Information System on Occupational Exposure (ISOE), with its official participants from nuclear electricity utilities and national regulatory authorities who participate under the ISOE Terms and Conditions, which includes 76 utilities in 29 countries and 20 regulatory authorities in 18 countries (as of September 2014), is to provide a forum for its official participants worldwide to share dose reduction information and operational experience to improve the optimisation of worker radiological protection at nuclear power plants. ISOE operates in a decentralised manner and a Management Board of representatives from all participating countries, supported by the joint NEA and IAEA Secretariat, provides overall direction.

ENRESA is responsible by Law of the decommissioning of nuclear power plants in Spain. On this respect, the Company is currently engaged in the decommissioning of two nuclear power plants, this mission involving the optimization of the radiological protection of the workers employed at each of the sites.

ISOE wishes to co-operate with ENRESA to develop and maintain an international system for the exchange of information and technical expertise on occupational exposure through the ISOE expert /working group activities. Such activities are established in response to industry needs by the Management Board.

The ENRESA wishes to co-operate with ISOE because maintaining international excellence in safe and reliable nuclear power plant operations is a key public policy issue for fulfilling the objectives of the company.

ENRESA intends to provide technical expertise and information to ISOE for international harmonization of radiation protection principles and practices.

**Now therefore**, ENRESA and ISOE (the "Parties" or separately the "Party") agree as follows:

#### **Purpose**

1. The purpose of this Technical Co-operation Agreement (the "Agreement") is to facilitate the exchange among ISOE and ENRESA of information and experience on the optimisation of occupational radiation protection in the operation and decommissioning of nuclear power plants according to the agreed terms and conditions herein.

#### **Roles of ISOE and ENRESA**

2. ISOE shall cooperate with ENRESA through the expert /working group activities or organisation of international/ regional events. ENRESA will be invited to actively participate in time-limited and product-oriented groups on the date of signature of this agreement, or groups

which will be established in the future ISOE shall give access to the ENRESA representatives to the ISOE network web-site (as indicated in the ISOE Terms and Conditions) according to the needs identified by the expert /working group(s). The conditions for the supply of information from the ISOE database shall be followed as indicated in the ISOE Terms and Conditions and subject to the ISOE Management Board approval.

3. ENRESA shall provide technical expertise and information pertaining to radiation protection principles and practices at nuclear power plants. Any nuclear power plant data provided by ENRESA to the ISOE will be approved for distribution by ENRESA members in writing prior to distribution to the ISOE and will be subject to the "Data protection" provisions provided below.

#### **Data protection**

4. When receiving ENRESA technical expertise for the ISOE activities (the "Information"), each Party, including their participants and members, as appropriate, shall hold in confidence all Information which was identified in writing as confidential at the time of disclosure by the disclosing Party or on behalf of the disclosing Party, and shall not disclose such Information to third parties without the prior written consent of the disclosing Party. When such Information is provided orally, its confidential nature shall be confirmed in writing by the disclosing Party to the receiving Party within thirty (30) days of its disclosure.

5. The Information provided by the disclosing Party shall be for the sole purpose of expert / working group activities. No other use of the said Information is granted to the receiving Party without the written consent of the disclosing Party; more specifically, the Information may not be used for business or commercial purposes. Both Parties will take all appropriate measures to protect the Information they may receive against unauthorised use.

6. The receiving Party shall take reasonable steps to protect such Information against unauthorised disclosure and use; and shall ensure that its employees, participants and members, as appropriate shall be advised of the restrictions on disclosure and use of the Information.

7. In case disclosure to public authorities by the receiving Party, its participants or members, as appropriate, is required by law or regulation, the receiving Party shall inform the disclosing Party prior to the effective disclosure of the concerned Information and shall ensure that such disclosure is made in a manner that preserves the proprietary nature of the Information to the extent allowed pursuant to the applicable laws and regulations. The Parties shall advise their employees, participants and members, as appropriate, of this requirement.

8. For the purpose of this Agreement, the following Information shall not be subject to the provisions of Sections 4 to 7 above:

- (i) Information which is in the public domain at the time of receipt, or comes into public domain thereafter, through no breach of this Agreement by the receiving Party; or
- (ii) Information which was, and can be shown by credible evidence, to have been, known to the receiving Party on an unrestricted basis prior to disclosure by the disclosing Party; or
- (iii) Information which was or is lawfully disclosed to the receiving Party on an unrestricted basis by a third party having the full right and authority to disclose it; or

- (iv) Information which was or is independently developed by the receiving Party without use of the Information, as can be shown by credible evidence; or
- (v) Information which was or is disclosed by the disclosing Party to the receiving Party in compliance with this Agreement and without restrictions (or such restrictions are subsequently waived in writing by the disclosing Party).

9. Nothing in this Agreement shall be construed to directly nor by implication grant a license nor convey any rights to any receiving party under any trade secrets, inventions, patents or patent applications.

### **Liability**

10. Notwithstanding any other provision contained in this Agreement, the disclosing Party does not warrant or guarantee the accuracy, completeness or usefulness for any particular purpose of any Information it provides to the other Party.

11. Information provided by the disclosing Party to the other Party should not, to the best knowledge and belief of the disclosing Party, infringe on third parties' rights, such as but not limited to patent and copyright.

12. In no event shall either party be liable to the other Parties for any indirect, special, incidental, consequential or punitive damages with respect to any claim arising out of, under or in connection with this Agreement, whether based upon contract, tort (including negligence), strict liability or otherwise.

### **Term**

13. This Agreement shall become effective upon the last date of signature by the authorised representatives of both Parties and shall remain in effect for 5 (five) years from its effective date, unless earlier terminated in accordance with Section 14 hereunder. The term of this Agreement may be extended by written agreement of both Parties.

14. This Agreement may be terminated at any time by either Party by written notice to the other; the effective date of termination shall be ninety (90) days after receipt of such notification by the receiving Party.

15. The provisions of Sections 2 to 12 above, as well as Sections 16 to 22 hereunder, shall remain in effect notwithstanding the termination or expiration of this Agreement, unless otherwise agreed in writing by the Parties.

### **Applicable Law and Settlement of disputes**

16. The Parties agree that their rights and obligations shall be governed exclusively by the terms and conditions of the present Agreement.

17. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that is not settled by negotiation or other agreed mode of settlement shall be settled by arbitration.



18. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) applicable at that time by a panel of three (3) arbitrators, unless otherwise agreed in writing by the Parties.

19. The appointment authority shall be the Chamber of Commerce and Industry in Geneva, Switzerland.

20. The arbitration shall be held in Geneva, Switzerland, and shall be conducted in the English language.

21. In interpreting and construing the provisions of this Agreement, the arbitrators shall follow its literal meaning, or in the event of lack of clarity, arbitrators shall apply the substantive law of Switzerland to the extent of such lack of clarity.

22. The arbitrators shall not have authority to decide in equity. The arbitral award shall be final and binding and no appeal or other proceeding to review, reverse or otherwise modify the arbitral award shall be brought before any tribunal.

#### **General Provisions**

23. This Agreement may be amended at any time by written agreement of the Parties. The amending instrument shall specify the date upon which the amendment shall become effective.

24. None of the provisions of this Agreement shall be deemed to be waived by either Party except when such waiver is given in writing. The failure by any Party to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future.

25. If any part or parts of this Agreement shall be declared invalid by any competent arbitral tribunal or court, the other parts shall remain valid and enforceable.

**Empresa Nacional de Residuos  
Radiactivos (ENRESA)**

**Information System on Occupational  
Exposure**

**ISOE**



By Mr. Juan José Zaballa  
*President*



By Dr Tae-Won HWANG  
ISOE Bureau Chairman  
(KHP, Director General, Central Research Institute)

Date:

Date: 29/MAY/2015