

Technical Cooperation Agreement

TECHNICAL COOPERATION AGREEMENT

BETWEEN

the **Management Board of the Information System on Occupational Exposure**, represented by its Chairperson, [*title and name of the Chairperson*]

hereinafter referred to as “**ISOE**”

AND

[*name of organization*], whose headquarters are located at [*venue, address*], represented by [*title and name*]

hereinafter referred to as “[●]”

[*Name of organization*] and ISOE being hereinafter individually referred to as a “Party” and collectively as the “Parties”.

Preamble

CONSIDERING that ISOE is a joint undertaking sponsored by the OECD Nuclear Energy Agency (“NEA”) and the International Atomic Energy Agency (“IAEA”) that provides a forum for its participants worldwide to share dose reduction information and operational experience to improve the optimisation of worker radiological protection at nuclear power plants;

CONSIDERING that according to the ISOE Terms and conditions, the ISOE Management Board may enter into Technical Co-operation Agreements (hereinafter TCA) with third party organisations if (i) the Management Board determines that co-operation with the third party organisation will benefit the overall purpose of the ISOE, and (ii) the Management Board determines that the third party organisation cannot, or should not, join the ISOE as a Participant.

CONSIDERING that [*name of organization*] is [*describe the form of the organization and its main field of activities*]. [*Name of organization*] aims to [*describe the organization’s aims*];

CONSIDERING that ISOE wishes to co-operate with [*name of organization*] through ISOE expert and/or working group activities established by the ISOE Management Board to develop and maintain an international system for the exchange of information and technical expertise on occupational exposure;

CONSIDERING that *[name of organization]* wishes to co-operate with ISOE to maintain international excellence, safety and reliability in *[the field of the activity of the of organization]*. *[Name of organization]* recognises that exchanging information on the best applied radiological protection practices and sharing worldwide industry information on design, operation, decommissioning and emergency situations contributes to improving radiological protection at nuclear power plants;

CONSIDERING that article 14(e) of the ISOE Terms and Conditions provides that the ISOE Management Board may enter into Technical Co-operation Agreements with third party organisations if it benefits the overall purpose of the ISOE, as may be determined by the ISOE Management Board;

CONSIDERING that *[description of the technical expertise and information that the organization may provide to ISOE]*; and

CONSIDERING that the ISOE Management Board determined on *[insert date]* that a co-operation with *[name of organization]* would benefit the overall purpose of ISOE;

Now therefore, the Parties agree as follows:

Purpose

1. The purpose of this Technical Co-operation Agreement (the “Agreement”) is to establish the terms of cooperation between the Parties for the exchange of information and experience on the optimisation of occupational radiological protection in the design, operation and decommissioning of nuclear power plants.

General Obligations

2. ISOE and *[name of organization]* shall cooperate through expert and/or working group activities established by the ISOE Management Board to respond to industry needs.

3. *[Name of organization]* may also cooperate with ISOE, on a case by case basis, to participate in ISOE meetings as well as in the organisation of international/regional events. Such participation is subject to instruction by the ISOE Management Board. *[Name of organization]* may be invited by the ISOE Management Board to actively participate in existing time-limited and product-oriented expert and/or working group(s), or other expert and/or working group(s) which may be established in the future by the ISOE Management Board.

4. Access by *[name of organization]* to the restricted part of the ISOE website and to the database will be prohibited unless explicitly approved by the ISOE Management Board and only for the information and data relevant to the tasks they perform for ISOE. *[Note here, as appropriate, if access has been granted to [name of organization] details on the type and restrictions of access and the date of the decision of the Management Board]*

5. *[Name of organization]* shall provide technical expertise and information pertaining to radiological protection principles and practices at nuclear power plants. Any data provided by *[name of organization]* to ISOE will be subject to the “Data protection” provisions as provided below.

Costs and Expenses

6. Each Party will bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this Agreement.

Data protection

7. *[Name of organization]* acknowledges that all the information disclosed under this Agreement, whether in writing or orally (hereinafter referred to as the “Information”), is confidential information. The Information shall include, but shall not be limited to, any documents, calculations, plans, materials, notes, drawings, methods, as well as all or part of the information contained therein, disclosed on any support or media.

8. *[Name of organization]* shall treat the Information as confidential and shall not, use, reproduce, disclose or disseminate the Information otherwise than as expressly provided herein without the prior written authorisation of the ISOE Management Board.

9. Information disclosed by *[name of organization]* under this Agreement that is identified in writing as confidential at the time of disclosure (hereinafter referred to as “*[Name of organization]* Confidential Information”) shall be treated as confidential information and shall not be disclosed to third parties without the prior written consent of *[name of organization]*.

10. The Information and the *[name of organization]* Confidential Information is disclosed for the sole purpose of performing expert and/or working group activities. No other use of the Information or the *[name of organization]* Confidential Information is permitted without the written consent of the ISOE Management Board (concerning Information) or of *[name of organization]* (concerning *[name of organization]* Confidential Information). The Parties shall not use the Information or the *[name of organization]* Confidential Information for any business or commercial purposes. *[Name of organization]* and ISOE shall take all appropriate measures necessary to protect the Information against any unauthorised use.

11. *[Name of organization]* shall only disclose Information to those of its employees, participants and/or members who have a need to know of it for the purpose of this Agreement, who have been informed of the obligations of confidence and non-use under this Agreement, and who are bound by obligations of non-use and secrecy no less stringent than those contained in this Agreement. *[Name of organization]* shall be responsible for compliance of its employees, participants and/or members with the provisions of this Agreement.

12. For the purpose of this Agreement, the following Information shall not be subject to the provisions of Clauses 6 to 10 above:

(i) Information which is generally known or publicly available from other sources;

- (ii) Information that has previously been made available by the owner to others without obligations concerning its confidentiality; and
- (iii) Information already in the possession of *[name of organization]* without any obligation concerning its confidentiality.

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

Liability

14. Notwithstanding any other provision contained in this Agreement, the Parties do not warrant or guarantee the accuracy, completeness or usefulness for any particular purpose of any information provided under this Agreement.

15. Information provided under this Agreement shall 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.

16. 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

17. 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 Clause 17 hereunder. The term of this Agreement may be extended by written agreement of both Parties.

18. 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.

19. The provisions of Clauses 2 to 12 above, as well as Clauses 16 to 22 above and hereunder, shall remain in effect notwithstanding the termination or expiration of this Agreement.

Applicable Law and Settlement of disputes

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

21. Any dispute arising out of the interpretation or implementation of this Agreement, which cannot be settled by mutual agreement, shall be referred for decisions to an arbitrator chosen by

agreement between the Parties or, failing such agreement on the choice of the arbitrator within three (3) months of the request for arbitration, to an arbitrator appointed by the First President of the Court of Appeal of Paris (France) at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The place of arbitration shall be Paris (France). All proceedings and submissions shall be in the English language.

22. Nothing in this Agreement shall be construed as a waiver of the NEA's or IAEA's immunities and privileges as an international organisation.

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, the other parts shall remain valid and enforceable.

[Name of organization]

([•])

**Information System on Occupational
Exposure**

(ISOE)

By *[Name]*

[Main title]

([Extended title or other relevant info])

By *[Name]*

ISOE Chairperson

([Main work title])

Date:

Date:

ANNEX

GROUND RULES FOR PARTICIPATION IN EXPERT AND/OR WORKING GROUPS OF THE ISOE BY INDIVIDUALS VIA TECHNICAL COOPERATION AGREEMENTS

1. The Technical Cooperation Agreement (TCA) between ISOE and an organization is the primary document describing the relationship between the ISOE and the organization. As part of the TCA, an organization may be invited to actively participate in ISOE expert and/or working groups via the organization's nomination of an individual(s) to such a group(s).
2. This set of ground rules sets out supplemental information about the interpretation or implementation of the TCA as understood by the Bureau of the ISOE as regards participation in expert and/or working groups by an individual(s) nominated by an organization via the TCA. To that end, communication of and discussion of these guidelines with an organization as it explores developing a TCA with ISOE may be warranted.
3. Because the ISOE works primarily in the area of occupational radiation protection (ORP), individuals nominated to an expert and/or working group via a TCA shall have skills either in providing technical expertise regarding ORP or in effective means of exchanging information among member utilities and/or regulators about ORP.
4. The Chair and Vice-Chair of an expert and/or working group are generally to be from an ISOE Participating nuclear Licensee or Participating Authority. A Chair or Vice-Chair may be recommended for election from within the members of an expert and/or working group and then be approved by the Management Board of the ISOE. It is therefore not prohibited that a representative from an organization under TCA be recommended to be the group's Chair or Vice-Chair; however, the Management Board, in deciding whether to approve such a recommendation from the group, should be given supplemental information as to the special circumstances that were considered by the group members in forwarding such a recommendation to the Management Board. No representative from an organization under TCA should temporarily act as Chair or Vice-Chair of an expert and/or working group without approval from the Management Board.
5. Members of expert and/or working groups are to pursue the objectives of the group using their knowledge and integrity to best advantage for the protection of worker health and safety. Commercial interests (e.g., the making of money by recommending specific products and services, even within overall non-profit organizations) are to be set aside as expert and/or working group members develop the end products of the groups.
6. The active participation of an individual(s) in expert and/or working groups via nomination through the TCA would cease if the TCA is terminated per the applicable articles of the TCA.
7. If the Management Board or Bureau of the ISOE alleges that an individual(s) has breached the articles of the TCA, the active participation of that individual(s) in expert and/or working groups would cease, subject to reinstatement per the articles under Applicable Law and Settlement of Dispute of the TCA.
8. The ISOE Terms and Conditions take precedence over the guidelines stated herein, if there are conflicts between the Terms and Conditions and these guidelines. The Technical Cooperation

Agreement itself will also take precedence over the guidelines stated herein, subject to the TCA articles under Applicable Law and Settlement of Dispute.

Annex Revision 2; June 2018