

CANADA / GERMANY

CA91XN 035
IMS-XN--365

Memorandum of Understanding
between
the Federal Minister for the Environment,
Nature Conservation and Nuclear Safety of
the Federal Republic of Germany
and
the Atomic Energy Control Board of Canada
on
Cooperation and Exchange of Information
respecting
Nuclear Safety and Radiation Protection

(23 May 1991)

The Federal Minister for the Environment, Nature Conservation and Nuclear Safety of the Federal Republic of Germany and the Atomic Energy Control Board of Canada (the "Parties") agree, that it is in their mutual interest to cooperate and exchange information on nuclear safety and radiation protection, as follows:

1. Exchange of Information

1.1 Each Party may request information from the other on any matter respecting the civil use of nuclear energy within the other's jurisdiction, including information on

- a) siting, construction, commissioning, operation and decommissioning of nuclear installations,
- b) uranium mining and milling,
- c) nuclear fuel production,
- d) treatment, storage and disposal of radioactive wastes,
- e) transportation of nuclear fuel and radioactive wastes,
- f) radiation protection,
- g) legislation, regulations, codes, standards, criteria and guides,
- h) licensing and supervision of nuclear installations and activities,
- i) technical reports and safety assessments,
- j) incident reports, press and public reactions to any event that has a major radiological significance and the remedial actions undertaken in response,
- k) safety related research in connection with licensing and supervision of nuclear installations and activities.

1.2 Subject to section 2, each Party will use its best efforts to provide the information that may be requested by the other pursuant to subsection 1.1.

1.3 Either Party may provide the other with any information that the Party considers may be of interest to the other without receiving a request for that information.

1.4 Information may be requested or provided by appropriate means such as mail, telex, telefax, telephone, visits or meetings.

2. Excepted Information

Each party's obligation to provide information pursuant to subsection 1.2 is subject to

- a) the respective laws, regulations or policies of or that relate to the Party,
- b) any other contract, agreement or arrangement that binds the Party, and
- c) the right to refuse to provide information that would be unreasonably difficult or costly to discover or provide, unless otherwise mutually agreed between the Parties.

3. Use of Information

3.1 Each Party may use and freely disseminate any information that it has received from the other Party unless that information has been provided in confidence.

- 3.2 Each Party may clearly identify that the information it may provide to the other is confidential and may impose restrictions on the use and dissemination of the information.
- 3.3 Each Party will respect the confidentiality of any information that is identified as confidential, by restricting the use and dissemination of the information to its employees, consultants, and respective governments and governmental agencies. Further use or dissemination of the information will be subject to prior mutual agreement between the Parties.
- 3.4 Each Party, who makes use of any information that is provided to it under this Memorandum of Understanding, will assume all risks incurred by its use of the information and will hold the other Party harmless from any damages so incurred.

4. Peaceful Uses of Information and Results

The Parties undertake to ensure that the information received, or the results of the activities carried out by them under this Memorandum of Understanding, are used exclusively for peaceful purposes.

5. Administration

- 5.1 Each Party will nominate a coordinator to implement and administer this Memorandum of Understanding. Each Party will, upon signing this Memorandum of Understanding, notify the other of the name and address of the individual it has nominated as its coordinator and promptly keep the other notified of any changes.
- 5.2 Unless otherwise requested, any notice made under this Memorandum of Understanding will be directed to the coordinators at their address as notified under subsection 5.1.
- 5.3 Unless otherwise directed, all requests and information provided under this Memorandum of Understanding will be made or provided to the coordinator for the other Party. Meetings between the Parties will be arranged between the coordinators.
- 5.4 Unless otherwise mutually agreed between the Parties, each Party will be solely responsible for its own participation costs in this Memorandum of Understanding, including the costs incurred by its coordinator in performing their responsibilities.

6. Amendments and Extensions

This Memorandum of Understanding may be amended or extended by a written amendment.

7. Term

7.1 The term of this Memorandum of Understanding will be from May 23, 1991, to June 1, 1996, unless extended.

7.2 This Memorandum of Understanding may be terminated by either Party at any time by giving at least three months notice in writing to the other.

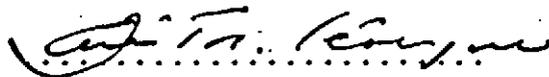
Done at Bonn on May 23rd, 1991,
in duplicate in the English language, and to be signed in duplicate in the German and French languages, each language version being equally authentic.

For the Federal Minister
for the Environment,
Nature Conservation
and Nuclear Safety
of the Federal Republic
of Germany



.....
(State Secretary)

For the Atomic Energy
Control Board of Canada



.....
(President)