



## **PRACTICAL ARRANGEMENTS**

**between**

**THE INTERNATIONAL ATOMIC ENERGY AGENCY**

**and**

**THE OFFICE OF ATOMS FOR PEACE**

**on**

**COOPERATION IN THE AREA OF**

**NUCLEAR FORENSIC SCIENCE**

These Practical Arrangements are made between the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and the Office of Atoms for Peace (hereinafter referred to as the “OAP”), a governmental authority which is part of the Ministry of Higher Education, Science, Research and Innovation of the Kingdom of Thailand, whose address is 16 Vibhavadi Rangsit Road, Bangkok, 10900, Thailand. Hereinafter, the IAEA and the OAP will also be referred to individually as a “Party” and collectively as the “Parties”.

**Recognizing** the importance of strengthening nuclear security;

**Bearing in mind** the spirit of mutual cooperation between the Parties concerning nuclear security, in particular nuclear forensics;

NOW, THEREFORE, the Parties have reached an understanding on the following:

### **1. Scope of Cooperation**

The objective of these Practical Arrangements is to set forth the framework for non-exclusive cooperation between the Parties in the area of nuclear forensic science. For the purposes of these Practical Arrangements, nuclear forensics is defined as a discipline of forensic science involving the examination of nuclear or other radioactive material, or of evidence that is contaminated with radionuclides, in the context of legal proceedings. The Parties have identified the following activities in which cooperation may be pursued, as appropriate, subject to the Parties’ respective mandates, governing regulations, rules, policies and procedures:

- Coordination and cooperation between the Parties, to include sharing of unclassified technical information as well as guidance regarding the implementation of the IAEA Nuclear Security Series relating to nuclear forensics to assist in the prevention of, and response to, a nuclear security event;
- Utilization of OAP experts in pertinent nuclear security research and development activities, including IAEA Coordinated Research Projects;
- Participation of OAP experts in IAEA national, regional and international training courses on nuclear forensics, as well as other IAEA nuclear security training, residential assignment programmes and IAEA nuclear security advisory services;
- Participation of OAP experts in consultancy meetings for the development of IAEA nuclear forensics guidance documents and training programmes;
- Participation of OAP experts in IAEA nuclear security conferences, technical meetings, and other events;
- Use of already available scientific and technical resources at OAP to promote the development and implementation of novel techniques and methods for nuclear forensic science; and
- Involvement of OAP in IAEA international outreach to share experience in and promote nuclear forensics state of practice.

## **2. Points of Contact**

The Parties have each designated the following points of contact responsible for the coordination of activities under these Practical Arrangements:

### **For the IAEA:**

David Kenneth Smith  
Nuclear Security Coordinator (Forensics)  
Division of Nuclear Security  
Department of Nuclear Safety and Security  
International Atomic Energy Agency

Vienna International Centre, PO Box 100, 1400  
Vienna, Austria  
Phone number: (+43-1) 2600-26248  
Email: d.smith@iaea.org

### **For the OAP:**

Harinate Mungpayaban  
Section Head  
Security and Safeguards Technical Support Section  
Regulatory Technical Support Division  
Office of Atoms for Peace

16 Vibhavadi-Rangsit Rd., Ladyao, Chatuchak,  
Bangkok 10900 Thailand  
Phone number: (+66) 2596-7600 ext. 2418  
Fax: (+66) 2561-3013  
Email: harinate.m@oap.go.th

All correspondence related to these Practical Arrangements will be through the designated points of contact. Any change to the points of contact will be notified in writing to the other Party in a timely manner.

## **3. Consultation**

The Parties will regularly consult each other on the development, monitoring, review and evaluation of the progress and implementation of activities under these Practical Arrangements.

## **4. Non-Binding**

These Practical Arrangements are non-binding. Accordingly, nothing in these Practical Arrangements gives rise to legal or financial obligations upon either Party. To the extent that any activity may give rise to a legal or financial obligation, a separate agreement will be concluded prior to such activity being undertaken.

## **5. Funding**

The implementation of the activities specified in Paragraph 1 will be subject to the availability of funds.

## **6. Use of Names, Emblems and Flags**

Documentation relating to activities undertaken under these Practical Arrangements may include the respective names, emblems and flags of the Parties. The names, emblems and flags are and remain the property of the respective Party. Joint use of the names, emblems and flags of the Parties is restricted to activities conducted under these Practical Arrangements and each use will be approved in writing on a case-by-case basis by the owning Party. The Parties will not otherwise use the names, emblems or flags of the other Party without such prior written permission.

In no event shall any authorisation by the IAEA to use the IAEA's name, acronym, emblem or flag extend to use for commercial purposes or in any manner that suggests an endorsement, preference for or promotion of OAP, OAP's products, services or activities by the IAEA.

## **7. Dissemination of Information**

The Parties will support the widest possible dissemination of unclassified information provided or exchanged under these Practical Arrangements and any subsequent separate agreements, subject to the need to protect proprietary information. The Parties will ensure the confidentiality of information classified by the other Party as restricted or confidential.

### **8. Intellectual Property**

The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto including the necessity of separate agreements referred to in Paragraph 4, while taking into account the IAEA's policy on intellectual property and respecting the IAEA statutory function of, inter alia, fostering the exchange of information among its Member States.

### **9. Settlement of Disputes**

Any disputes arising out of or relating to the interpretation or implementation of these Practical Arrangements will be amicably settled between the Parties.

### **10. Privileges and Immunities**

Nothing in these Practical Arrangements will be construed as a waiver, either express or implied, of any of the privileges and immunities accorded to the IAEA by its Member States.

### **11. Modification**

No modification of, or changes to these Practical Arrangements, or waiver of any of their provisions, will be valid unless mutually confirmed in writing by the Parties. Notwithstanding the foregoing, any change to the respective points of contact will be notified to the other Party as mentioned in Paragraph 2, without requiring the consent of the other Party.

### **12. Duration**

These Practical Arrangements will remain valid for a period of three (3) years after signature by both Parties and can be extended by the consent of the Parties expressed in writing.

### **13. Discontinuation**

Notwithstanding Paragraph 12, either Party may discontinue these Practical Arrangements by giving sixty (60) days' written notice to the other Party. Where notice of discontinuation is given, the Parties will take immediate steps to bring all activities under these Practical Arrangements to a close in a prompt and orderly manner.

#### **For the IAEA:**

Raja Abdul Aziz Raja Adnan  
Director  
Division of Nuclear Security  
Department of Nuclear Safety and  
Security



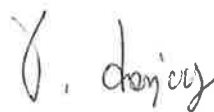
(Date and Place )

July 4<sup>th</sup>, 2019

Krabi, Thailand

#### **For the OAP:**

Vilavain Tanjoy  
Secretary General



(Date and Place )

July 4<sup>th</sup>, 2019

Krabi, Thailand