

**MEMORANDUM OF UNDERSTANDING FOR THE EXCHANGE OF  
TECHNICAL INFORMATION AND COOPERATION IN RADIATION  
PROTECTION AND NUCLEAR SAFETY**

**BETWEEN**

**THE OFFICE OF ATOMS FOR PEACE,  
THE KINGDOM OF THAILAND**

**AND**

**THE AUSTRALIAN RADIATION PROTECTION AND NUCLEAR  
SAFETY AGENCY**

**The Office of Atoms for Peace, the Kingdom of Thailand (OAP) and The Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) of the Australian Government and (hereinafter singularly referred to as the "Participant" and jointly as the "Participants");**

**Having a mutual interest in the exchange of information and cooperation pertaining to radiation protection and nuclear safety;**

**Pursuant to the prevailing laws and regulations of the Participants;**

**Have reached the following understanding:**

## **1. PURPOSE**

- 1.1. This Memorandum of Understanding does not create any legally binding obligations upon the Participants.
- 1.2. The Participants jointly decide to exchange technical information and cooperate in the fields of radiation protection and nuclear safety to the extent that they are permitted to do so under their respective laws and regulations. The information exchange includes in particular;
  - a) Exchanging scientific and technological information;
  - b) Facilitating the exchange of scientists, engineers or other experts;
  - c) Other cooperative activities as may be determined by the Participants.
  - d) Licensing experiences, safety assessment, regulatory inspection and examination of radioactive sources and facilities;
  - e) Research and development on radiation protection and nuclear safety.

These activities are to be carried out after mutual consultation between both Participants.

## **2. ADMINISTRATION**

- 2.1. The exchange of information may be effected by post or appropriate means of electronic communication, including but not limited to telephone, fax, and internet, or by visits and meetings.
- 2.2. An administrator will be designated by each Participant to supervise and coordinate its participation in the overall exchange. The administrators will be the recipients of all documents transmitted under the exchange, unless the Participants decide otherwise.
- 2.3. Meetings of persons implementing this Memorandum of Understanding will be arranged only when the Participants mutually deem it appropriate. Any visit made under this Memorandum of Understanding will take place only after consultation between the administrators.

## **3. EXCHANGE AND USE OF INFORMATION**

- 3.1. Information received by a Participant under this Memorandum of Understanding may be disseminated freely without further permission of the other Participant unless otherwise indicated by the transmitting Participant.
- 3.2. Each Participant must clearly identify and indicate to the other Participant any information that they may provide to the other Participant under this Memorandum of Understanding that is confidential or otherwise classified for security purposes, and may impose restrictions on the further use and dissemination by the other Participant of the information.

- 3.3. Each Participant will respect any restrictions, including security classifications or confidentiality requirements, imposed on the use of the information by the other Participant.
- 3.4. The Participants will ensure that the information received, or the result of the activities carried out by them under this Memorandum of Understanding, are used exclusively for peaceful purposes. Each Participant that makes use of any information provided to it under this Memorandum of Understanding will assume all risks incurred by its use of the information and will hold the other Participant harmless from any damage or injury that arises from such use, except for any damage or injury caused by gross negligence of other Participant.
- 3.5. The Participants to this Memorandum of Understanding will jointly and effectively protect intellectual property in accordance with the Participants' laws and concluded international agreements, which the Participants have undertaken to comply with. In this paragraph the words 'intellectual property' have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967, as amended on 28 September 1979.
- 3.6. Nothing in this Article will oblige the Participants to provide to the other Participant under this Memorandum of Understanding any information that is considered confidential or otherwise classified for security purposes in accordance with their respective laws and regulations.
- 3.7. The laws and regulations of the respective countries will govern cooperation under this Memorandum of Understanding. Any dispute among the Participants concerning the interpretation or application of this Memorandum of Understanding will be settled by prompt and amicable consultation or negotiation between the Participants.

#### **4. CONFIDENTIALITY**

- 4.1. Each Participant will undertake necessary steps to observe the confidentiality and secrecy of documents, information, and other data received from or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any other arrangement made pursuant to this Memorandum of Understanding.
- 4.2. The Participants decide that the provision of this paragraph will continue to be applicable between the Participants notwithstanding the termination of this Memorandum of Understanding.
- 4.3. If either Participant wishes to disclose confidential data or information resulting from the cooperation activities under this Memorandum of Understanding to any third party, the disclosing Participant must obtain prior consent from the other Participant before any disclosure can be made.
- 4.4. The Provision of this paragraph will not prejudice the prevailing laws and regulations of the Participants.

#### **5. ENTRY INTO FORCE**

- 5.1. The Memorandum of Understanding will be effective upon signature by the Participants and subject to paragraph 5.2 will remain effective for a period of 5 (five) years, unless either Participant wishes to extend it for a further period by written notice signed by the Participants.
- 5.2. Either Participant may withdraw from this Memorandum of Understanding by providing the other Participant with at least 90 days prior written notice of its intent to withdraw.

IN WITNESS WHEREOF, the undersigned, have signed this Memorandum of Understanding

For the Office of Atoms for Peace,  
the Kingdom of Thailand (OAP),

*A. Wongsangchan*

Dr. Atchara Wongsangchan  
Secretary General  
OAP

Date: *24 September 2018*

For the Australian Radiation Protection and  
Nuclear Safety Agency (ARPANSA),

*Gillian Hirth*

Dr Gillian Hirth  
Deputy Chief Executive Officer  
ARPANSA

Date: *17 September 2018.*

## Appendix 1 – Administrator Contact Details

<b>Australian Radiation Protection and Nuclear Safety Agency (ARPANSA)</b>	Mr. Ryan Hemsley Director, Government and International Relations Phone: +61 3 9433 2414 Email: <a href="mailto:international@arpansa.gov.au">international@arpansa.gov.au</a>
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