ARRANGEMENT BETWEEN THE NUCLEAR ENERGY REGULATORY AGENCY OF THE REPUBLIC OF INDONESIA AND

THE NUCLEAR REGULATORY AUTHORITY OF THE SLOVAK REPUBLIC FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY

The Nuclear Energy Regulatory Agency of the Republic of Indonesia and the Nuclear Regulatory Authority of the Slovak Republic, hereinafter referred to as the "Parties";

DESIRING TO further develop friendly relationship between the Parties;

HAVING a mutual interest in a continuing exchange of information and cooperation pertaining to the necessity to maintain the safety of nuclear installations;

TAKING INTO ACCOUNT the prevailing collaboration between the Parties to promote the safety of nuclear energy in both countries.

REFERRING TO the Agreement on Scientific, Educational and Cultural Cooperation Between the Republic of Indonesia and the Czechoslovak Socialist Republic, signed in Jakarta on May 31, 1958.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 OBJECTIVE

The objective of this Arrangement is to promote cooperation in the area of the exchange of technical information and nuclear safety.

ARTICLE 2 SCOPE OF THE ARRANGEMENT

To the extent that the Parties are permitted to do so under the laws, regulation, and policy directives of their respective countries, the Parties decide to exchange technical information in respect to the improvement of regulatory activities and the safety of nuclear installations which includes:

- a. Regulatory control on siting, construction and operation of NPP;
- b. Regulatory control on radioactive waste management and decommissioning activities:
- c. Emergency preparedness and response;
- d. Human resource development for regulatory body;
- e. Management system in regulatory activities;
- f. Emergency preparedness and response for nuclear power plants; and public confidence building on regulatory activities.

ARTICLE 3 COOPERATION ACTIVITIES

The Parties shall encourage and facilitate cooperation activities through:

- 1. Exchange of information, by means of, but not limited to;
 - a. Meeting and seminars
 - b. Scientific visit
- 2. Human resource development programme, which includes:
 - a. Training and workshop
 - b. On the Job Training
 - c. Assignment
- 3. Review and expert missions

ARTICLE 4 ADMINISTRATION

- 1. The exchange of information shall be effected by post or appropriate means of electronic communications, including but not limited to telephone, fax, and internet, and by visits and meetings
- 2. Administrators shall be designated by each Party to supervise and coordinate its participation in the overall cooperation program. The administrators will be the recipients of all document transmitted under this cooperation, unless the Parties decide otherwise.
- 3. Meeting of persons implementing this arrangement shall be arranged only when the Parties mutually deem it appropriate. Any visit made under this arrangement will take place only after consultation between the administrators.

The laws and regulations of the respective countries will govern cooperation under this Arrangement.

ARTICLE 5

EXCHANGE AND USE OF INFORMATION

- 1. Information received by each Party under this Arrangement may be disseminated freely without consent from other Party unless otherwise indicated by the transmitting Party.
- 2. Each Party must clearly identify and indicate any information that they may provide to the other under this Arrangement that is confidential for otherwise classified for security purposes, and may impose restrictions on the use and dissemination of the information.
- 3. The Parties shall ensure that the information received, or the result of the activities carried out by them under this arrangement, are used exclusively for peaceful purposes.
- 4. The application or use of any information exchanged or transferred between the Parties under this Arrangement shall be on the responsibility of the receiving Party.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHT

- 1. The Parties agree that any intellectual property arising under the implementation of the Arrangement will be jointly owned and:
 - a. Each Party shall be allowed to use such intellectual property for the purposes of maintaining, adapting and improving the relevant property.
 - b. Each Party shall be liable for any claim made by any third party, pertaining to ownership and legality of the use of the intellectual property rights which is brought in by the aforementioned Party for the implementation of any cooperation activities in virtue of this Arrangement.
- 2. In the event that the intellectual property is used by the Party and/or institution thereof on behalf of the government for comercial purposes, the other Party shall be entitled to obtain equitable portion of royalty.
- 3. Whenever either Party requires the cooperation of another party outside the territory of both Parties for any commercial undertaking resulted from intellectual property covered by this Arrangement, this Party will give first preference of the cooperation to the other Party under this Arrangement which will be walved, if the other Party is unable to participate in a mutually beneficial manner.

ARTICLE 7 FINANCIAL ARRANGEMENT

The expenses for the cooperation activities under this Arrangement, unless otherwise decided, must be borne by each Party

ARTICLE 8 TRANSPARENCY

Cooperation activities under this Arrangement shall be conducted with due regard for transparency

ARTICLE 9 AMENDMENT

This Arrangement may be revised or amended at any time by mutual consent by both Parties. Such revision or amendments shall become effective upon signature by both Parties and shall form an integral part of this Arrangement.

ARTICLE 10 FINAL PROVISIONS

This Arrangement shall become effective upon signature by both Parties and shall remain in force for a period of five (5) years and there after it shall be automatically renewed unless it is terminated by either Party by giving six (6) months in advance writing notice to terminate this Arrangement. Such termination of this Arrangement shall not affect the completion of on-going projects and programmes. IN WITNESS WHEREOF, the undersigned, have signed this Arrangement

DONE at $\mathcal{J}\mathcal{A}\mathcal{K}\mathcal{A}\mathcal{R}\mathcal{T}\mathcal{A}$ on $\mathcal{I}\mathcal{I}\mathcal{OCT}\mathcal{L}\mathcal{O}\mathcal{I}\mathcal{I}$, in duplicate in Indoneisa, Slovak and English language, both texts being equally authentic. In case of any divergences in interpretation, the English text shall prevail.

For the Nuclear Energy Regulatory Agency (BAPETEN) of the Republic of Indonesia

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As Natio LASMAN Chairman Nuclear Energy Regulatory Agency

For the Nuclear Regulatory Authority of the Slovak Republic,

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Marta Žiaková Chairperson Nuclear Regulatory Authority SR