



PRACTICAL ARRANGEMENTS

between

THE INTERNATIONAL ATOMIC ENERGY AGENCY

and

**EUROPEAN NUCLEAR EDUCATION NETWORK
ASSOCIATION**

on

**COOPERATION IN THE AREA OF REGIONAL
NETWORKING**

for

RESEARCH, EDUCATION, TRAINING, AND OUTREACH

in

NUCLEAR SCIENCE AND TECHNOLOGY

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 **European Nuclear Education Network Association** (hereinafter referred to as the “ENEN”), whose address is Centre CEA de Saclay - INSTN Bldg. 395, 91191 Gif-sur-Yvette Cedex, France. Hereinafter, the IAEA and the ENEN will also be referred to individually as a “Party” and collectively as the “Parties”.

Whereas the General Conference (GC 56/RES/12) noted that the IAEA plays an important role in assisting Member States in their preservation and enhancement of nuclear knowledge and in facilitating international collaboration and recognized that nuclear knowledge supports ensuring the availability of qualified manpower, which is vital to the continued and expanded safe and secure utilization of all nuclear technologies for peaceful purposes;

Whereas facilitating networks for nuclear education at national, regional and interregional levels is a substantial part of the IAEA to work on capacity building and nuclear knowledge management for sustainable energy development;

Whereas the ENEN is a non-profit international organisation under French Law, aiming at the preservation and the further development of expertise in the nuclear field by higher education and training;

Whereas the Parties acknowledge the vital role of international cooperation and networking among universities and institutions in achieving high quality education and training up to global standards, as well as in preventing diminishing capacities in teaching and retaining knowledge in nuclear science and technology;

Whereas the Parties are willing to explore the possibilities of combining their efforts and supporting regional networking programmes for research, education, training and outreach in nuclear science and technology, to foster human resources to promote peaceful uses of nuclear technology in IAEA Member States and the ENEN members and partners;

Whereas the Parties, in order to enhance cooperation between IAEA and ENEN in the field of education and training and active collaboration with the IAEA supported regional educational network in Asia - the Asian Network for Education in Nuclear Technology (hereinafter the “ANENT”), have concluded Practical Arrangements on 26th June 2009 (hereinafter the “2009 Practical Arrangements”);

Whereas, in order to foster international partnerships among nuclear educational and training institutions, the Parties desire to expand collaboration to two additional regional networks, the AFRA- Network for Education in Nuclear Science and Technology (AFRA-NEST), and the Latin-American Network for Education in Nuclear Technology (LANENT) established with the support of the IAEA after the conclusion of the 2009 Practical Arrangement and therefore wish to conclude this new Practical Arrangements;

Now, therefore, the Parties have reached the following common understanding:

1. Scope of Cooperation

The objective of these Practical Arrangements is to set forth the framework for cooperation between the Parties in the area of regional networking for research, education, training, and outreach in nuclear science and technology (hereinafter “the Area”). The Parties have identified the following activities in which cooperation may be pursued, subject to the Parties’ respective mandates, governing regulations, rules, policies and procedures:

- Promoting high quality nuclear education and academic and scientific research;
- Promoting nuclear knowledge management, human resources development and capacity building in the Area through regional networking;
- Sharing information and material in the Area between the Parties and disseminating them for the benefits of students and professionals in Member States;

- Exploring opportunities to promote, discuss and coordinate activities between the Parties and the results thereof;
- Exploring opportunities to participate jointly in activities such as meetings, symposia, workshops, summer schools and internships;
- Promoting the exchange of teachers and students in the Area;
- Exploring opportunities for developing and sharing joint publications and material including e-learning contents;
- Promoting the usage of e-learning methods and tools, and in general; and
- Promoting collaboration between ENEN and its members, and the IAEA's Regional networks (ANENT, LANENT, and AFRA-NEST), and its members.

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:

Head of Nuclear Knowledge Management Section
 Department of Nuclear Energy, IAEA
 Vienna International Centre, P.O. Box 100,1400
 Vienna, Austria
 Phone number: +43 (01) 2600 22883

For the ENEN:

President of the Board of Governors, ENEN
 Centre CEA de Saclay - INSTN Bldg. 395,
 91191 Gif-sur-Yvette Cedex,
 France
 Phone number:+ 39 (05) 2218073

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

3. Consultation

The Parties will consult each other, as appropriate, on the development and review of activities to be conducted under the cooperation framework established by these Practical Arrangements. Detailed programmes of such activities will be developed following consultations between the Parties.

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 shall 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.

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. Privileges and Immunities

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

10. 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.

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 contacts 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.

Signed in two originals in English.

For the IAEA:

Alexander V. Bychkov
Deputy Director General
Head of Department of Nuclear Energy
International Atomic Energy Agency

For the ENEN:

Walter Ambrosini
President of the Board of Governors
European Nuclear Education Network Association

Signature

Signature

(Date/ Place)

(Date/ Place)