

# DECISIONS

## COMMISSION DECISION

of 15 July 2010

**on the conclusion of a Memorandum of Understanding between the European Commission and the International Atomic Energy Agency concerning the EURDEP (EUropean Radiological Data Exchange Platform)**

(2010/398/Euratom)

THE EUROPEAN COMMISSION,

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular Article 199, thereof,

Whereas:

- (1) Under the Treaty establishing the European Atomic Energy Community Article 35 Member States are obliged to establish facilities to carry out continuous monitoring of the radioactivity in the environment on their territory, and the Commission has the right of access to such facilities.
- (2) The European Commission has, in this context, developed a common data format called EURDEP (EUropean Radiological Data Exchange Platform) as well as an appropriate Internet based network in order to facilitate continuous and seamless exchange of data provided by the national automatic dose rate monitoring networks and the environment radiation surveillance programmes, that have been in use in the European Atomic Energy Community for several years and are now considered mature enough for expansion.
- (3) The European Commission and the International Atomic Energy Agency (IAEA) have expressed a mutual determination to significantly reinforce the quality and intensity of their cooperation in a Joint Statement signed in 2008.
- (4) Radiation protection, including making worldwide real time radiation monitoring data available, has been identified as one of the specific priority areas of cooperation.
- (5) Using the proven technology developed by the European Commission for EURDEP is an excellent way to facilitate automatic exchange of data, and represents an important contribution to the global development of environmental radioactivity monitoring.
- (6) Making EURDEP technology available to the IAEA is in the European Atomic Energy Community's interest, since through the IAEA contribution the European network participants will have access to the environmental radioactivity monitoring data from all over the world.
- (7) In this context, the present Memorandum of Understanding has been developed, in the context of the relations between Euratom and the IAEA, to cover the technical aspects of the cooperation between the IAEA and Euratom on EURDEP.
- (8) No financial implications or legal obligations are incurred on the basis of the present Memorandum of Understanding.

HAS DECIDED AS FOLLOWS:

### *Article 1*

The Memorandum of Understanding in annex between the European Commission and the International Atomic Energy Agency concerning the EURDEP (EUropean Radiological Data Exchange Platform) is approved.

### *Article 2*

The Commissioner for Energy Günther Oettinger signs the Memorandum of Understanding between the European Commission and the International Atomic Energy Agency concerning the EURDEP (EUropean Radiological Data Exchange Platform) on behalf of the Commission.

Done at Brussels, 15 July 2010.

*For the Commission*

Günther OETTINGER

*Member of the Commission*

## ANNEX

**Memorandum of Understanding between the European Commission and the International Atomic Energy Agency concerning the EURDEP (European Radiological Data Exchange Platform)**

The European Commission, hereinafter referred to as 'the Commission', and the International Atomic Energy Agency, hereinafter referred to as 'the IAEA' (jointly hereinafter referred to as 'the Sides'),

HAVE AGREED AS FOLLOWS:

*Article 1***Purpose of this Memorandum of Understanding**

1. Under this Memorandum of Understanding, the Commission and the IAEA agree to cooperate in the area of global real time radiation data exchange for verification and other emergency purposes.
2. The Sides also agree that they will act in close cooperation and consult each other in regard to matters of common interest whenever this may be appropriate in the light of their respective mandates.

*Article 2***Institutional arrangements**

1. The Commission and the IAEA will establish the appropriate channels of communication to facilitate their cooperation.
2. The Commission and the IAEA will each appoint a focal point to be responsible for the coordination of activities as laid out in Article 3 below of this Memorandum of Understanding.
3. The IAEA will become a member of the ECURIE-EURDEP Working Group and participate in planning further EURDEP activities and in approving any updates or changes, including any necessary data-format changes, to the EURDEP related software.
4. The IAEA will participate and co-assist the Commission in the organisation of future EURDEP workshops.

*Article 3***Specific areas of cooperation**

The Sides, subject to their respective Financial Regulations and Rules, policies and procedures and subject to the availability of funds, agree to cooperate in specific areas including but not limited to the following:

- (a) without prejudice to its intellectual property rights therein, the Commission will share the software, including any updates or changes thereto, developed for collecting and presenting real time radiation levels within the European area (the European Radiological Data Exchange Platform (EURDEP, <http://eurdep.jrc.it>)) with the IAEA;
- (b) the Commission and the IAEA will seek to ensure that all radiation data is freely available in the same manner to all national data providers;
- (c) the IAEA will coordinate support to and promote the exchange of real time radiological monitoring data with all of its Member States that do not already have an agreement with the Commission, with a view to establishing a joint Commission-IAEA global system under a different name based on the EURDEP technology;
- (d) mirrors of the EURDEP website will be implemented and operated by the Commission and the IAEA. The IAEA will promote regional mirror data sites and will make the software and technology available only to organisations mirroring the data;
- (e) the Commission and the IAEA will coordinate to ensure that there are no inconsistencies jeopardising the global exchange of radiation monitoring data.

*Article 4***Financial arrangements**

Nothing in this Memorandum of Understanding shall give rise to a financial obligation upon either Side. Where measures taken to implement this Memorandum of Understanding may give rise to any financial or legal obligations, the Sides should conclude a separate agreement, subject to both Sides' Financial Regulations and Rules, prior to such measures being undertaken.

*Article 5***Personnel**

Any personnel employed by the Sides shall remain subject to the regulations and rules of their respective institutions in all matters of employment, medical and life insurance and employee rights and benefits. Nothing contained in this Memorandum of Understanding shall be deemed to constitute or create any employer/employee relationship between the IAEA and the Commission.

*Article 6***Dissemination of information**

The Commission and the IAEA will support the widest possible dissemination of unclassified information provided or exchanged under this Memorandum of Understanding, subject to the need to protect proprietary information. The Commission and the IAEA will ensure the confidentiality of information classified by the other Party as restricted or confidential.

*Article 7***Intellectual property**

The Commission and the IAEA will cooperate to ensure that the intellectual property and rights thereto, including, without limitation, all copyrights and patents, in and to any material or invention produced by either Party, their employees and subcontractors arising from the cooperation between the Commission and the IAEA in the implementation of this Memorandum of Understanding can be used to further the IAEA statutory function of fostering the exchange of information among its Member States.

*Article 8***Use of name, emblem or official seal**

1. The IAEA will not use the name, emblem or official seal of the Commission for any purpose other than as expressly authorised in writing by the Commission.
2. The Commission will not use the name, emblem or official seal of the IAEA for any purposes other than as expressly authorised in writing by the IAEA.

*Article 9***Privileges and immunities**

Nothing in or related to this Memorandum of Understanding shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by the Commission or the IAEA under international law, international conventions or agreements, including the Agreement on the Privileges and Immunities of the IAEA, or the domestic legislation and laws of their respective Member States.

*Article 10***Disputes**

Any dispute between the Sides arising out of or relating to the interpretation or implementation of this Memorandum of Understanding will be amicably settled among the Sides.

*Article 11***Commencement and end of cooperation and status**

1. Cooperation under this Memorandum of Understanding will start with the signature by the Sides for a duration of 3 calendar years, which will be renewed unless notice to the contrary is given by either Side. Where signature takes place on two different dates, the cooperation starts on the date of the second signature.
  2. The provisions of this Memorandum of Understanding may be modified by written agreement between the Sides.
  3. This cooperation under this Memorandum of Understanding may be terminated by either Side giving 60 days' written notice to the other Side. Where notice of termination is given, the Sides take immediate steps to bring all joint activities to a close in a prompt and orderly manner.
  4. Nothing in this Memorandum of Understanding is intended to give rise to a legal obligation upon either Side.
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