

ARRANGEMENT
CONCERNING THE EXCHANGE OF TECHNICAL INFORMATION AND
COOPERATION IN RADIOLOGICAL AND NUCLEAR SAFETY

BETWEEN

THE NUCLEAR ENERGY REGULATORY AGENCY (BAPETEN)
OF THE REPUBLIC OF INDONESIA

AND

AUSTRALIAN RADIATION PROTECTION AND NUCLEAR SAFETY AGENCY
(ARPANSA) OF THE AUSTRALIAN GOVERNMENT

The Nuclear Energy Regulatory Agency of the Republic of Indonesia (BAPETEN) and the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) of the Australian Government (hereinafter singularly referred to as the "Party" and jointly as the "Parties");

Having a mutual interest in a continuing exchange of information and cooperation pertaining to the necessity to maintain the radiological and nuclear safety of radiation facilities and nuclear installations and to the safety and security of radioactive sources;

Taking into account the Arrangement between BAPETEN and ARPANSA for the Exchange of Technical Information and Cooperation in Radiological and Nuclear Safety, which was signed on December 12th, 2006, and having now indicated their mutual desire to continue the established cooperation for an additional five years;

Referring to the Agreement for Co-operation in Scientific Research and Technological Development between the Government of the Republic of Indonesia and the Government of Australia, signed in Canberra on August 24, 1994.

Pursuant to the prevailing laws and regulations of the Parties.

Have agreed on these following arrangements:

PARAGRAPH 1
SCOPE

The Parties jointly decide to exchange technical information relating to the safety of radiation facilities and nuclear installations and security of radioactive sources to the extent that they are permitted to do so under their respective laws and regulations. The information exchange includes in particular;

1. the siting, construction, commissioning, operation and decommissioning of nuclear installations;
2. legislation, regulations, regulatory codes, standards, criteria and guides;
3. licensing process, including review and assessment, as well as safety inspection with respect to radiological and nuclear safety;
4. incident and technical reports and safety assessments;
5. related regulatory research and development in connection with radiological and nuclear safety;
6. topical issues relating to public and occupational radiation protection/health physics, environmental protection and radioactive waste management;
7. emergency preparedness of radiation facilities and nuclear installations; and
8. development and maintenance of regulatory infrastructure related to the safety and security of radioactive sources.

PARAGRAPH 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, by visits and meetings.
- 2.2 An administrator will be designated by each Party to supervise and coordinate its participation in the overall exchange. The administrator will be the recipients of all document transmitted under the exchange, unless the Parties decide otherwise.
- 2.3 Meetings of persons implementing this Arrangement will 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.

PARAGRAPH 3
EXCHANGE AND USE OF INFORMATION

- 3.1. Information received by a Party under this Arrangement may be disseminated freely without further permission of the other Party unless otherwise indicated by the transmitting Party.
- 3.2. Each Party must clearly identify and indicate any information that they may provide to the other under this Arrangement that is confidential or otherwise classified for security purposes, and may impose restrictions on the use and dissemination of the information.
- 3.3. Each Party will respect any restrictions, including security classifications or confidentiality requirements, imposed on the use of the information by the other Party.
- 3.4. The Parties will ensure that the information received, or the result of the activities carried out by them under this Arrangement, are used exclusively for peaceful purposes. Each Party, that makes use of any information provided to it under this Arrangement, will assume all risks incurred by its use of the information and will hold the other Party harmless from any damage or injury that arises from such use.
- 3.5. The Parties to this Arrangement will jointly and effectively protect intellectual property in accordance with the Parties' laws and concluded international agreements, which the Parties 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 shall oblige the Parties to provide to the other Party under this Arrangement, 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 Arrangement. Any dispute among the Parties concerning the interpretation or application of this Arrangement will be settled by prompt and amicable consultation or negotiation between the Parties.

PARAGRAPH 4
CONFIDENTIALITY

- 4.1. Each Party shall undertake necessary steps to observe the confidentiality and secrecy of documents, information, and other data received or supplied to the other Party during the period of the implementation of this Arrangement or any other arrangement made pursuant to this Arrangement.
- 4.2. The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this Arrangement.
- 4.3. If either Party wishes to disclose confidential data and/or information resulted from the cooperation activities under this Arrangement to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.
- 4.4. The Provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

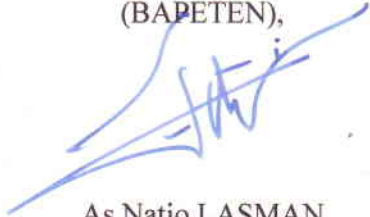
PARAGRAPH 5
ENTRY INTO FORCE, DURATION AND TERMINATION

- 5.1. This Arrangement shall supersede the Arrangement between BAPETEN and ARPANSA for the Exchange of Technical Information and Cooperation in Radiological and Nuclear Safety signed on 12th of December 2006.
- 5.2. This Arrangement shall enter into force upon signature by the Parties and subject to paragraph 3.2 shall remain in force for a period of 5 (five) years, unless Either Party wishes to extend it for a further period by written notice signed by the Parties.
- 5.3. Either Party may withdraw from this Arrangement by providing the other Party with at least 90 days prior written notice of its intent to withdraw.

IN WITNESS WHEREOF, the undersigned, have signed this Arrangement

DONE at Jakarta on the 2nd day of April 2012, in duplicate, in the Indonesian and English languages. In case of any divergences of interpretation, the English text shall prevail.

For the Nuclear Energy Regulatory Agency
(BAPETEN),



As Natio LASMAN
Chairman
BAPETEN

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



Carl-Magnus LARSSON
Chief Executive Officer
ARPANSA