



REPUBLIK INDONESIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INDONESIAN NUCLEAR ENERGY REGULATORY AGENCY

AND

**THE KOREA INSTITUTE OF NUCLEAR NONPROLIFERATION
AND CONTROL**

**ON CO-OPERATION IN REGULATORY IMPROVEMENT FOR
NUCLEAR SAFEGUARDS AND PHYSICAL PROTECTION OF
NUCLEAR MATERIALS AND FACILITIES**

The Indonesian Nuclear Energy Regulatory Agency (hereinafter referred to as the "BAPETEN"), and The Korea Institute of Nuclear Nonproliferation And Control (hereinafter referred to as the "KINAC"), (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

PURSUANT TO the Agreement between the Government of the Republic of Indonesia and the Government of the Republic of Korea on Cooperation in the Peaceful Uses of Nuclear Energy, signed at Jakarta on 4 December 2006;

RECOGNIZING the importance of strengthening international nuclear non-proliferation and security through, among others, improvements in the regulation as well as in implementation of nuclear safeguards, and physical protection of nuclear materials and facilities;

DESIRING to strengthen and further develop mutual co-operation between the Parties in the field of human resources development via education and training of the nuclear safeguards and physical protection of nuclear materials and facilities;

HAVING a mutual interest in continuing exchange of technical information and co-operation for the purpose of maintaining good regulatory practice for the nuclear safeguards and physical protection of nuclear materials and facilities;

RESPECTING the principles of sovereignty, equality, mutual benefit, territorial integrity, and non-intervention in the Parties respective domestic affairs;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE I

OBJECTIVE

1. The objective of this Memorandum of Understanding is to establish a framework for co-operation between the Parties in the field of regulatory improvement for the nuclear safeguards and physical protection of nuclear materials and facilities in each respective country.

ARTICLE II

DESIGNATED AUTHORITIES AND ADMINISTRATORS

1. The Parties shall designate an administrator to coordinate and supervise the exchange of technical information specified in Article III of this Memorandum of Understanding
2. The Parties shall immediately notify each other of any change in the administrators.

ARTICLE III

AREAS OF CO-OPERATION

Each Party may, subject to the laws, regulations, rules and national policies from time to time in force in each country governing the subject matter of this Memorandum of Understanding, endeavour to take the necessary steps to encourage and promote

- (a) Exchange of unclassified technical information;
- (b) Joint regulatory research and development projects in mutually determined areas;
- (c) Education and Training
- (d) Seminars and other meetings;
- (e) Discussions and consultations; and
- (f) Other activities including discussions agreed mutually by the Parties.

ARTICLE IV

IMPLEMENTATION

1. The exchange of technical information specified in Article III of this Memorandum of Understanding may be effected by post or other appropriate means of communication, including by telephone, facsimile and electronic mail, and through exchange of visits and periodical meetings.
2. The exchange of visits and meetings between the Parties shall be arranged through mutual consultation and agreement.
3. The Parties undertake to ensure that the technical information received under this Memorandum of Understanding and the results of any activities carried out by them based on such information are used exclusively for peaceful purposes.

4. Nothing in this Memorandum of Understanding shall be taken as a warranty of the suitability of any technical information exchanged under this Memorandum of Understanding for any particular use or application. Each Party is solely responsible for the use or application of any technical information obtained under this Memorandum of Understanding.
5. Without prejudice to paragraphs 1 to 4, the Parties may, if necessary, enter into supplementary agreements or arrangements for the purpose of the implementation of this Memorandum of Understanding.

ARTICLE V

FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover expenses for the activities undertaken within the framework of this Memorandum of Understanding shall be borne by the respective Parties. The Party which is sending its representatives for participation in the visits or meetings shall bear their own travel and living expenses.
2. Notwithstanding anything in paragraph 1 of this Article, the Parties could cover the expenses of the meeting and workshop in accordance with the terms to be mutually agreed upon.

ARTICLE VI

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, regulations and rules of the Parties and with other international agreements to which both Parties are parties.

2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written consent of the other Party.
3. Notwithstanding anything in paragraph 1 of this Article, the intellectual property rights in respect of any technological development, products and services development, carried out-
 - (a) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (b) solely and separately by either Party or the research results obtained through the sole and separate effort of either Party, shall be solely owned by the Party concerned.

ARTICLE VII

NON-DISCLOSURE AND CONFIDENTIALITY

1. Information obtained by either Party as a result of the exchange of technical information specified in Article III of this Memorandum of Understanding shall not be disclosed to a third government or other third party without the prior written consent of the other Party. Each Party shall implement this provision in accordance with the laws, regulations and policies to which it is subject and applicable international agreements to which it is a party.
2. Each Party undertakes 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 Memorandum of Understanding.
3. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding. This provision shall not prejudice to the prevailing laws and rules of the Parties.

ARTICLE VIII

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE IX

REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Such revision, modification or amendment shall enter into force on such date as may be determined by the Parties.
3. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE X

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal

ARTICLE XI

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall enter into force on the date of signature and shall be valid for a period of five years and shall be extended by mutual consent of the Parties.
2. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notice in writing. The termination shall take effect six months from the date of receipt of the notice by the other Party.
3. The termination of this Memorandum of Understanding shall not prejudice the completion of any ongoing activities/projects made under this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding.

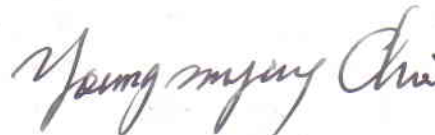
DONE at Vienna on this seventeenth day of September 2013 in duplicate in the English language, both texts being equally authentic.

**FOR THE INDONESIAN
NUCLEAR ENERGY
REGULATORY AGENCY**



As Natio Lasman
Chairman
Indonesian Nuclear Energy
Regulatory Agency

**FOR THE KOREA INSTITUTE OF
NUCLEAR NONPROLIFERATION
AND CONTROL**



Young-Myung Choi
President
Korea Institute Of Nuclear
Nonproliferation And Control