

AGREEMENT

between

The Autoridad Regulatoria Nuclear

of

The Argentine Republic

and

The National Nuclear Regulator

of

The Republic of South Africa

for

**Technical Co-Operation and Exchange of Information
In The Regulation of Nuclear Safety**

AGREEMENT BETWEEN THE AUTORIDAD REGULATORIA NUCLEAR (ARN) OF THE ARGENTINE REPUBLIC AND THE NATIONAL NUCLEAR REGULATOR (NNR) OF THE REPUBLIC OF SOUTH AFRICA FOR TECHNICAL CO-OPERATION AND EXCHANGE OF INFORMATION IN REGULATORY MATTERS

Whereas the Autoridad Regulatoria Nuclear (ARN) and the National Nuclear Regulator (NNR), hereinafter referred to as "the Parties", are the agencies responsible for the regulation of nuclear activities in their respective jurisdictions;

Noting that it is in the interest of the Parties to enter into an Agreement for Technical Co-operation and Exchange of Information;

The Parties have agreed at follows:

**ARTICLE I
OBJECTIVE**

The Parties undertake to co-operate in accordance with the terms of this Agreement and in conformity with their national legislation, in matters of mutual interest and concerning regulatory aspects in the uses of nuclear energy.

**ARTICLE 2
SCOPE**

The co-operation mentioned in Article 1 may include the following areas:

- a) Radiation protection.
- b) Nuclear safety issues.
- c) Regulatory aspects in the siting, construction, commissioning, operation and decommissioning of nuclear facilities.
- d) Procedures for the issue of licenses and authorizations for nuclear facilities and operation personnel.
- e) Regulations, licenses, authorizations, standards and criteria.
- f) Regulatory requirements for radioactive material and radioactive sources.
- g) Exchange of technical reports and safety assessments.
- h) Transport of radioactive and nuclear material and radioactive sources.
- i) Any other area agreed upon between the Parties.

**ARTICLE 3
FORMS OF CO-OPERATION**

The co-operation agreed upon in Article 2 shall be effected through:

- a) Mutual assistance related to training of scientific and technical personnel.
- b) Exchange of lecturers, experts and technicians for courses and seminars.

- c) Setting up of joint working groups to carry out specific scientific studies and projects on safety related research and technological development.
- d) Exchange of information and documentation relating to the above-mentioned areas, including exchange of technical reports and safety assessments.
- e) Other terms of cooperation agreed upon between the Parties.

Where both Parties so agree, specific arrangements shall be entered into on a case-by-case basis covering issues such as payments, intellectual property rights and liability for accidents.

Documents exchanged under this Agreement shall generally be written in English.

ARTICLE 4 EXPENSES AND COSTS

For exchange of visits, travel expenses, living expenses and accommodations shall be born by the sending Party, unless otherwise agreed by the Parties. For training and long stay visits terms and conditions could be agreed upon on a case-by-case basis. However, in an event that either Party would be performing work at the request of the other, all expenses (inclusive consultants support) will be born by the beneficiary Party.

ARTICLE 5 EXCHANGE AND USE OF INFORMATION

Each Party may use and freely disseminate any information exchanged in conformity with the provisions of this Agreement, except in the cases when the Party providing such information has previously made known the restrictions and reservations concerning its use and dissemination.

The Parties undertake to respect the need for protecting information provided in confidence within the framework of this Agreement.

Each Party, who makes use of any information that is provided to it under this Agreement, will assume all risks incurred by their use of the information and will hold the other Party harmless from any damages so incurred.

ARTICLE 6 ADMINISTRATION

Each Party will appoint a Coordinator to implement and administer this Agreement. Each Party will, upon signing this Agreement, notify the other of the name of the individual it has appointed as its Coordinator. Unless otherwise indicated by the other Party, all requests and information provided under this Agreement will be conducted through the Coordinator for the other Party. Meetings between the Parties will be arranged by the Coordinators.

**ARTICLE 7
SETTLEMENT OF DISPUTES**

Any dispute arising between the Parties concerning the interpretation or implementation of this Agreement shall be settled amicably through mutual consultation or negotiation between the Parties.

**ARTICLE 8
AMENDMENTS**

This Agreement may be amended by mutual written consent and the amendment signed by the Parties in the same manner as this Agreement.

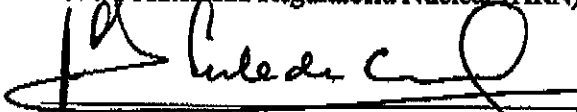
**ARTICLE 9
FINAL PROVISIONS**

This Agreement shall enter into force upon signature and shall remain in force for a period of 5 (five) years unless extended for a further period of time by written notice of the Parties.

This Agreement may be terminated by either Party at any time by giving at least three months notice in writing to the other prior to the intended date of termination.

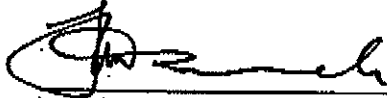
This Agreement is done in two originals in the English language, at PRETORIA on the 25TH day of FEBRUARY 2007.

For the Autoridad Regulatoria Nuclear (ARN) of the Argentine Republic



Ambassador R. Carlos Sersale di Cerisano
Ambassador of the Argentine Republic

For the National Nuclear Regulator (NNR) of the Republic of South Africa



Maurice T. Magugumela
Chief Executive Officer