



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
Joint Research Centre

ie

**European Network
On Operational Experience Feedback for NPPs:**

Declaration of Intention

**Multi-partner Collaboration
Arrangements for**

European Clearinghouse on NPP OEF

Petten, The Netherlands, 29 February 2008

Collaboration Arrangements

Some European institutions, identified in Article 2, called parties,

Having recognised internationally co-ordinated research activities as important contributions to the dissemination of the lessons learned from the NPP operational experience, to the understanding the role of operational experience feedback systems in safe and economic operation of existing as well as of new build NPPs and to the promotion of advanced event assessment approaches and methods;

Considering that, in addition to its role of sponsoring institution and its involvement as a participant, the Institute for Energy (IE), one of the seven institutes of the Joint Research Centre, a Directorate General of the European Commission (DG JRC), is the Operating Agent (OA) of other European networks;

AGREE to participate at equal foot, within the European Network on Operational Experience Feedback for NPPs, hereinafter referred to as European Clearinghouse on NPP OEF, on the terms and conditions set out below.

ARTICLE 1 - OBJECTIVES AND SCOPE

The overall objectives of European Network on Operational Experience Feedback for NPPs are to facilitate efficient sharing and implementation of operational experience feedback to improve the safety of NPPs, in particular:

- a) Improvement of NPP safety through the strengthening of co-operation between licensees, regulatory authorities and their Technical Support Organizations (TSOs) staff to collect, communicate, and evaluate reactor operational events information and apply systematically and in a consistent manner lessons learnt throughout European countries participating in the project.
- b) Establishment of European best-practice for assessment of NPP operational events, through the use of state-of-the art methods, computer aided assessment tools and information gathered from different national and international sources, such as EU National Regulatory Authorities event reporting systems, Incident Reporting System (IRS) jointly operated by IAEA and OECD/ NEA, etc.
- c) Provision of EU resource base staff to coordinate the European Clearinghouse NPP OEF on activities and maintain effective communication between experts who are involved in OEF analyses from European Regulatory Authorities and their TSOs.
- d) Support to the long-term EU policy needs on OEF, through exploitation of the JRC and European TSOs competence in research in nuclear event evaluation methods and techniques.

The European Clearinghouse on NPP OEF will cover the following range of activities:

- a) fostering the collection of operating experience from European nuclear regulators or operators, assessing the potential value of lessons learned, and ensuring that events relevant for the global OEF are reported systematically and in consistent manner to the IRS system operated by NEA/IAEA,
- b) screening of important operational events and keeping timely contacts with the authors of the reports as needed to improve the clarity and usefulness of the reported information,
- c) providing support to the original authors in categorizations of the European IRS reports (following the advice given in the IRS guidelines) to ensure consistent categorization and reduce the burden to the authors,
- d) distributing selected events to appropriate professional groups in Europe for detailed event analyses (these groups will include experts from European TSOs Network and other research or industry institutions, if appropriate). The professional groups will be set up and used on a thematic basis.
- e) evaluating the IRS reports received from outside EU and alerting the national regulatory bodies on most important events and significant corrective actions implemented. In addition to the IRS reports, collecting and analyzing other information received from international sources, where appropriate,
- f) establishing and maintaining a well organized website based platform for exchange of information, including powerful search functions;
- g) providing summary reports of events with similar features or causes, conducting precursor studies of events at selected European nuclear power plants, facilitating the trend analyses and enabling better understanding of the main patterns in operational experience events,
- h) collecting, summarizing and disseminating information on corrective actions taken at European facilities in response to lessons learned from experience in a timely and tailored to the needs of different end users groups manner, and
- i) ensuring the confidentiality of the data collected and work performed at the European Clearinghouse on NPP OEF.

ARTICLE 2 – TECHNICAL BOARD

The control of the EU OEF Clearinghouse shall be vested in a Technical Board (TB) constituted under this article. As a general rule the TB shall consist of one representative of each participating organisation/party that signed these Collaboration Arrangements. The organisations are listed hereafter:

Country	Organisations	Number of parties
Finland	STUK	
Hungary	HAEA	
Lithuania	VATESI	
The Netherlands	KFD	
Romania	CNCAN	
Slovenia	SNSA	

Spain	CSN	
Switzerland	HSK	
	NEA	
European Commission	DG JRC Institute for Energy	1

The TB shall:

- 1) Approve, annually, the program of work, with clear objectives, the activities and tasks, the deliverables associated and the responsibilities,
- 2) Review the execution of tasks ensuring that they are carried out in line with the objectives laid down in these Collaboration Arrangements and giving general direction to the manager of the European Clearinghouse on NPP OEF (Article 4),
- 3) Provide technical advise to facilitate the arrangements for the execution of the tasks,
- 4) Approve the creation, terms of reference and constitution of groups necessary for the implementation of the Collaboration Arrangements, generally called Task Groups (TGs),
- 5) Inform the parties of Collaboration on the results and conclusions of the tasks programmes as released under Article 8.

The TB shall meet as a matter of principle twice a year. The Chairperson will convene the meetings. Each party can bring observing non-voting persons (e.g. experts) to the TB meetings.

The TB shall operate and reach its decisions by unanimous agreement. The prior agreement of the OA shall be necessary for decisions directly affecting the IE facilities, personnel, programmes and budget.

The TB shall elect every two years, by simple majority votes, a Chairperson and a Vice Chairperson. Re-election of the same officers for two more years will be accepted only if obtained by a two-thirds majority. Members not attending the TB meeting may vote by regular post or electronic mail sent to IE, the network OA, within four weeks from the vote.

The TB shall approve reports for publication upon proposal of the Task Groups.

The working language of EU OEF Clearinghouse is the English language.

ARTICLE 3 - OPERATING AGENT

The OA shall be the IE. This choice is made to ensure effective communications, coordination and an impartial operation of the European Clearinghouse on NPP OEF. The TB shall have the right to review these Collaboration Arrangements if the required resources of the OA cannot be made adequate to support the actions required by the European OEF Clearinghouse. Such revision must be in agreement with Articles 6 and

7.

The OA shall be responsible for the support to the execution of the tasks under the general direction of the TB.

The OA shall in particular:

- 1) Help with the organisation of the tasks,
- 2) Handle the day-to-day management of the European Clearinghouse on NPP OEF and of its activities,
- 3) On behalf of the TB maintain liaison (or help the officers to) with other international or national organisations carrying out tasks similar to the EU OEF Clearinghouse ones,
- 4) Provide the office for the European Clearinghouse on NPP OEF and secretariat of the TB which must be neutral (Article 5).

ARTICLE 4 – EUROPEAN CLEARINGHOUSE ON NPP OEF MANAGER

A Manager shall be appointed from among the IE staff by the OA with the approval of the TB. The Manager, who is a non-voting member of the TB, is responsible for the overall technical co-ordination of the work to be carried out in support of the European OEF Clearinghouse activities. In particular, he/she shall be responsible for:

- a) Fostering and facilitating the collection of operational experience data from the EU Regulatory authorities, analyses and dissemination of safety significant information
- b) Ensuring effective communications amongst all parties involved
- c) Collecting and organising data and analysis of results involving European TSOs Network, as appropriate
- d) Ensuring that the time schedules are respected,
- e) Contributing to and supervising the drafting of reports in cooperation with the Task Groups,
- f) Co-ordinating all technical information to be brought to the attention of the TB.

ARTICLE 5 - SECRETARIAT OF THE TECHNICAL BOARD

The secretariat of the TB shall be organised by the OA and located at the IE, Petten (NL). This secretariat shall:

- 1) Coordinate the activities and maintain the archives of the TB and of the EU OEF Clearinghouse in general,
- 2) Contribute to the technical work of different Task Groups,

- 3) Maintain a website based platform for effective electronic communications,
- 4) Take care of the meetings organisation and nominate a secretary for each meeting,
- 5) Circulate the documents as requested by the TB and publish EU OEF Clearinghouse reports as requested by the TB.

ARTICLE 6 - ADMISSION TO AND WITHDRAWAL FROM THE COLLABORATION ARRANGEMENTS AND TECHNICAL BOARD

Additional membership to the Collaboration and respectively to the TB shall be approved by the existing TB by simple majority vote. The formal admission to the Collaboration will be acknowledged by the signature of the Collaboration Arrangements document.

The present Collaboration Arrangements remain in force until a party withdraws giving six month written notice to the TB; it will have no right to claim any reimbursement of its contributions to the organisation.

The OA shall have the right to resign at any time by giving six months written notice to the TB. A party willing to assume the duties and the role of the OA shall be approved in its function of OA by the TB by unanimity.

ARTICLE 7 - CONTRIBUTIONS AND RESPONSIBILITIES

The parties agree to use all reasonable skill and care in carrying out their duties under these Collaboration Arrangements. There will not be any cash flow among the parties but each party will allocate the proper funds for its activity in this network. Attendance at TB meetings may be supported by IE. If any funding is to be provided from one party to another for conduct of any specific analyses related to the European Clearinghouse on NPP OEF activities, this shall be regulated by laws and procedures applicable for such cases in the concerned parties.

In accordance with Article 3, the IE shall allocate its resources necessary for ensuring its functions as OA. The OA will also recommend the support of task programmes by existing European Commission (EC) programmes or working groups.

Parties directly participating shall contribute to the tasks covering individual costs of participation in the anticipated exercises by providing facilities needed, experts, evaluation tools, etc.

ARTICLE 8 - INFORMATION AND INTELLECTUAL PROPERTY

Scientific quality of the document produced within the Collaboration Arrangements will be approved by the TB Chairperson.

This article sets forth the provisions applicable to the publication, distribution, handling, protection and ownership of information and intellectual property relevant to and arising out of the tasks. Additional rules and procedures related thereto, where necessary, shall be adopted by the TB acting by unanimity in conformity with these Collaboration Arrangements.

Subject only to restrictions applying to patents, copyrights and proprietary information, the parties shall have the right to publish information arising from the tasks after agreement given by TB.

For the purposes of this article, proprietary information shall mean information acquired prior to or outside the tasks of a confidential nature such as trade secrets and know how (for example, computer programmes, design and test procedures, processes or treatments) which is appropriately marked, provided such information

- is not generally known or publicly available from other sources,
- has not previously been made available by the owner to others without obligation concerning its confidentiality,
- is not already in the possession of the recipient party without obligation concerning its confidentiality.

Reports of all work performed under these Collaboration Arrangements and the results thereof, including studies, assessments, analyses, evaluations and other documentation shall be produced and compiled in the way and format decided by TB. Such reports shall be provided by the OA to the other parties for their own use.

Publications rules shall be the DG JRC ones; final European Clearinghouse on NPP OEF reports may be published as EUR reports, if so requested by the TB.

The provisions of this article relating to information derived from an European Clearinghouse on NPP OEF project shall survive termination of that project for a period of 5 years.

ARTICLE 9 - LIABILITY

All parties shall use all reasonable skill and care in carrying out their duties under these Collaboration Arrangements and shall be responsible for ensuring that the tasks are conducted in accordance with the applicable laws and regulations.

Each party regards the other parties as free from all liability for any loss, damage or injury caused totally or partly by acts or omission of itself or its subcontractors during the execution of the work carried out under these Collaboration Arrangements. Each party is solely liable towards third parties for damages caused by itself.

The EC will not answer for any possible consequences arising out of the use of the results of the work carried out under these Collaboration Arrangements. Any problem arising concerning liability shall be dealt with under the law of the country in which the event occurred which has given rise to such problem.

ARTICLE 10 - LEGISLATIVE PROVISION

The Collaboration is and will be only the result of the activities of a network of individual and separate legal entities and is not and will not be seen as the subject of an association as such under any law which will be applied to it.

Each party shall use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons and the transfer of materials and equipment which

shall be required for the implementation of the tasks.

ARTICLE 11 – APPLICABLE LAW

These Collaboration Arrangements shall be governed and construed according to the substantive Dutch law, with the exception of any rules of connexity or conflicts of laws that may render another law applicable.

ARTICLE 12 - REGULATION OF DISPUTES

Any dispute among the parties concerning the interpretation or application of these Collaboration Arrangements that is not settled by negotiation or other agreed mode of settlement shall be referred to the courts in Alkmaar (NL).

In the event of any dispute or disagreement arising over any technical matter relating to the execution of the tasks, the decision of the TB advised by the OA shall be final.

ARTICLE 13 - FINAL PROVISIONS

These Collaboration Arrangements shall enter into force on the date of its signature and shall remain in force until the parties decide to terminate it or withdraw. The membership is permanent until a member notifies in writing his withdrawal.

The participation of the EC is subject to the continuation of the relevant research programme of the Council of the European Communities.

These Collaboration Arrangements may be amended at any time by the parties, to be approved by the TB by unanimity.

Done in 2 originals in the English language at Petten (NL). One of the originals of these Collaboration Arrangements shall be deposited with the Director of the IE, representing the OA, while the other original shall be furnished to the other signature party.

THE PARTIES:

For the Organization: *VATESI*

Responsible: *Gytis Maksimovas*

Date: *2008 12 17*

Signature: 

For IE

Institute for Energy, Joint Research Centre
Directorate General of the European Commission
P. O. Box 2, NL-1755 ZG Petten, The Netherlands

Responsible: G. De Santi

Date:

Signature:

