



**Memorandum of Understanding
between
Bulgarian Atomic Forum ('BULATOM')
and
Romanian Atomic Forum ('ROMATOM')**

**on
cooperation on issues of common interest for the nuclear industry in Bulgaria and Romania**

WHEREAS, the BULGARIAN ATOMIC FORUM (BULATOM) publicly explains and promotes the benefits of nuclear energy as a safe, economical and environmentally friendly technology for electricity generation, lobbying for equal treatment of all technologies for electricity generation, and promotes as well the competences of the Bulgarian nuclear power engineering and industry;

WHEREAS, the Romanian Atomic Forum (ROMATOM) purpose is to promote the peaceful use of nuclear energy in Romania and the national nuclear program, to promote and support the new and efficient solutions regarding the problems of the nuclear energy sector in Romania and to expose its original points of view on the current problems of nuclear power and energy in general for a sustainable development of Romanian society and a minimal impact on the environment;

WHEREAS, both BULATOM and ROMATOM recognize the importance of nuclear energy for sustainable development, both worldwide and in their respective countries;

WHEREAS, both BULATOM and ROMATOM believe that strengthening cooperation between the two entities in the area of nuclear policy and, in general, in the area of energy generation including the nuclear technology will bring benefit to both parties;

WHEREAS, both BULATOM and ROMATOM intend to sign this Memorandum of Understanding (MoU), which is a non-legally binding instrument, with the view to form the basis of the future cooperation between the two entities and also a strong and solid base for a reciprocal mutual support during public consultations, public debates and in any other circumstances related to the promotion of the nuclear energy in the South-Eastern Europe and on various other public occasions;

WHEREAS, for the purpose of present MoU both BULATOM and ROMATOM are referred to collectively as "Parties" or individually as "Party".

1. Principles

1.1. The Parties will cooperate and support each other, as appropriate, in meeting the objectives of the cooperation as defined by this MoU.

1.2. The Parties will endeavor to maintain regular communication and to meet for the purposes of identifying potential future opportunities for information exchange/sharing, cooperation and coordination.

1.3. The Parties will foster strong working relationships by establishing mechanisms and links for information exchange/sharing, taking into account any legal constraints on the sharing of protected, classified, privileged and prescribed information, including confidential business information.

2. Objectives of cooperation

The objectives of cooperation between the Parties are to enhance dialogue, information exchange/sharing and communication between the nuclear industries of the two countries. This is expected to enhance collaboration between the respective industries by promoting a close and friendly relationship and co-operation for the safe and peaceful uses of nuclear technology and energy.

3. Scope

3.1. This MoU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments. If the Parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects.

3.2. The Parties intend to:

- i. cooperate through ongoing information exchanges/sharing on their best practices, development, environmental protection, public consultation and public debates;
- ii. organize meetings for information exchange and regular contacts. Information exchanged under this MoU is, in principle, of an open and public nature and does not include restricted information unless agreed by prior arrangement;
- iii. to promote the nuclear industries of the two countries.

4. Costs and Cost Sharing

4.1. To the extent practicable, the Parties will provide, without charge to the other participant, the arrangements made in this MoU.

4.2. Notwithstanding paragraph 4.1, the Parties expect that the fulfilment of the arrangements made in this MoU will not result in either Party incurring additional costs.

4.3. Should financial arrangements be necessary, the Parties will consult and cooperate to develop mutually satisfactory arrangements for cost sharing and/or funding.

4.4. Should travel or accommodation by either Party be required to fulfill the arrangements made in this MoU, each Party shall be responsible for its respective costs.

5. Disclosure

5.1. The Parties will treat information exchanged/shared pursuant to this MoU in accordance with all applicable laws, as it relates to the collection, use, disclosure, retention, storage and disposal of such information.

5.2. Neither Party will disseminate or disclose information exchanged/shared under this MoU to a third party unless as required by law or with the express consent in writing from the other Party.

6. Notification of inability to act under this MOU

A Party will notify the other participant, as soon as possible, if is unable to continue to act under this MoU, due to factors such as legislative or regulatory changes, court decisions, or changes under other domestic or international agreements or obligations.

7. Problem Resolution

The Parties will make every reasonable effort to resolve amicably any disputes on the interpretation of this MoU.

8. Effective Date. Duration of the MoU

This MoU will take effect from its signing date by both parties and effective for three (3) years, which will be renewed automatically if there is no disagreement from the parties to extend it. The MoU can be terminated by either party giving to the other at least 90 days notice in writing.

9. Amendment

This MoU may be revised by mutual written consent of the participants at any given time during the three-year period.

10. Points of contact

The contact persons for the current MoU are:

For the BULATOM:

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Signed in duplicate in English, both versions being equally authentic.

Date:

For the BULATOM

Mr. Bogomil MANCHEV
Chairman of the BULATOM

For the ROMATOM

Mr. Cosmin GHITA
Chairman of the ROMATOM: