



## PRACTICAL ARRANGEMENTS

## between

# THE INTERNATIONAL ATOMIC ENERGY AGENCY

and

WORLD COUNCIL ON ISOTOPES

on

**COOPERATION IN THE AREA OF** 

PRODUCTION AND APPLICATION OF RADIOISOTOPES

These Practical Arrangements are made between the International Atomic Energy Agency (hereinafter referred to as the "IAEA"), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and the World Council on Isotopes (hereinafter referred to as the "WCI"), whose address is 18F Seoul Forest IT Valley, 77 Seoungsuil-ro Seongdong-gu, Seoul, 04790, Republic of Korea. Hereinafter, the IAEA and the WCI will also be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS on 22 January 2016 the Parties signed Practical Arrangements for Cooperation in the area of production and application of radioisotopes, which expired on 22 January 2019; and

WHEREAS the Parties desire to continue their cooperation in the area of production and application of radioisotopes.

NOW THEREFORE, the Parties have reached an understanding on the following:

## 1. Scope of Cooperation

The objective of these Practical Arrangements is to set forth the framework for non-exclusive cooperation between the Parties in the area of production and application of radioisotopes. The Parties have identified the following activities in which cooperation may be pursued, subject to the Parties' respective mandates, governing regulations, rules, policies and procedures:

- Organization of short, specialized academic and training programmes on topics of mutual interest;
- Organization of seminars and other meetings on topics of mutual interest, and exchange of participants in such events;
- Exchange of academic materials, publications, and other information;
- Provision of assistance in each other's activities related to human resource development in the above-mentioned areas of specialization as and when needed; and
- Any other activities as agreed by both Parties.

#### 2. Points of Contact

The Parties have each designated the following points of contact responsible for the coordination of activities under these Practical Arrangements:

#### For the IAEA:

Ms Melissa Denecke Director, Division of Physical and Chemical Sciences Vienna International Centre, P.O. Box 100 1400 Vienna, Austria

Phone number: +43-1-2600-21700 Email: M.Denecke@iaea.org

#### For the WCI

Mr Kun-Mo Choi Secretary-general 18F Seoul Forest IT Valley, 77 Seoungsuil-ro Seongdong-gu, Seoul, 04790, Republic of Korea

Phone number: +82-2-3490-7150 Email: secretary@wci-ici.org

All correspondence related to these Practical Arrangements will be through the designated points of contact. Any change to the points of contact will be notified in writing to the other Party in a timely manner.

#### 3. Consultation

The Parties will regularly consult each other on the development, monitoring, review and evaluation of the progress and implementation of activities under these Practical Arrangements.

#### 4. Non-Binding

These Practical Arrangements are non-binding. Accordingly, nothing in these Practical Arrangements gives rise to legal or financial obligations upon either Party. To the extent that any activity may give rise to a legal or financial obligation, a separate agreement will be concluded prior to such activity being undertaken.

## 5. Funding

The implementation of the activities specified in Paragraph 1 will be subject to the availability of funds.

#### 6. Use of Names, Emblems and Flags

Documentation relating to activities undertaken under these Practical Arrangements may include the respective names, emblems and flags of the Parties. The names, emblems and flags are and remain the property of the respective Party. Joint use of the names, emblems and flags of the Parties is restricted to activities conducted under these Practical Arrangements and each use will be approved in writing on a case-by-case basis by the owning Party. The Parties will not otherwise use the names, emblems or flags of the other Party without such prior written permission.

In no event would any authorisation by the IAEA to use the IAEA's name, acronym, emblem or flag extend to use for commercial purposes or in any manner that suggests an endorsement, preference for or promotion of the WCI, the WCI's products, services or activities by the IAEA.

## 7. Dissemination of Information

The Parties will support the widest possible dissemination of unclassified information provided or exchanged under these Practical Arrangements. If the Parties want to exchange information classified by the other Party as restricted or confidential a separate agreement will be concluded further to Paragraph 4 above.

### 8. Intellectual Property

The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto including the necessity of separate agreements referred to in Paragraph 4, while taking into account the IAEA's policy on intellectual property and respecting the IAEA statutory function of, inter alia, fostering the exchange of information among its Member States.

#### 9. Officials Not to Benefit

Should WCI offer to any representative, official, employee or other agent of the IAEA any direct or indirect benefit arising from or related to the Practical Arrangements or for any other purpose intended to gain an advantage for WCI, such circumstance may lead, at the IAEA's sole discretion, to the discontinuation of the Practical Arrangements.

#### 10. Audits and Investigations

All documents relating to the implementation of these Practical Arrangements shall be subject to audit by auditors, whether internal or external, of the IAEA or by other authorized and qualified agents of the IAEA at any time during the duration of these Practical Arrangements and for a period of five (5) years following the period of validity of these Practical Arrangements. In such event, WCI's voluntary and reasonable cooperation in such audit is requested.

## 11. Settlement of Disputes

Any disputes arising out of these Practical Arrangements will be resolved amicably by the Parties through consultations, or any other mechanism agreed separately.

## 12. Privileges and Immunities

Nothing in these Practical Arrangements will be construed as a waiver, either express or implied, of any of the privileges and immunities accorded to the IAEA by its Member States.

#### 13. Modification

No modification of, or changes to these Practical Arrangements, or waiver of any of their provisions, will be valid unless mutually confirmed in writing by the Parties. Notwithstanding the foregoing, any change to the respective points of contact will be notified to the other Party as mentioned in Paragraph 2, without requiring the consent of the other Party.

#### 14. Duration

These Practical Arrangements will remain valid for a period of three (3) years after signature by both Parties. Six months prior to the completion of the term of these Practical Arrangements the Parties will consider the possible extension of these Practical Arrangements. If the Parties agree to extend these Practical Arrangements, the conditions of the extension will be expressed by the Parties in writing.

#### 15. Discontinuation

Notwithstanding Paragraph 14, either Party may discontinue these Practical Arrangements by giving sixty (60) days' written notice to the other Party. Where notice of discontinuation is given, the Parties will take immediate steps to bring all activities under these Practical Arrangements to a close in a prompt and orderly manner.

For the IAEA:

Ms Najat Mokhtar Deputy Director General

Head of Department of Nuclear Sciences and Applications

Seoul, Republic of Korea, 10 November 2023

For the WCI:

Mr Paul Dickman

President

World Council of Isotopes

Washinton D.C., USA 10 November 2023