



PROTOCOLLO GENERALE
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Tit. C Arrivo

FRAMEWORK AGREEMENT
ON THE OECD NUCLEAR ENERGY AGENCY (NEA)
JOINT UNDERTAKING ON
NUCLEAR EDUCATION SKILLS AND TECHNOLOGY (NEST)

FRAMEWORK AGREEMENT

On the OECD Nuclear Energy Agency (NEA) Joint Undertaking on Nuclear Education Skills and Technology (NEST)

Preamble

The signatories of this Framework Agreement on the OECD Nuclear Energy Agency (NEA) Joint Undertaking on Nuclear Education Skills and Technology (NEST), duly designated by their Governments (hereinafter individually referred to as a “**NEST Country**”, or collectively as the “**NEST Countries**”) and listed in Appendix A (hereinafter individually referred to as a “**Party**”, or collectively as the “**Parties**”),

CONSIDERING that the mission of the NEA is to, *inter alia*, assist its member countries in maintaining and further developing, through international co-operation, the scientific, technological and legal bases required for a safe, environmentally sound and economical use of nuclear energy for peaceful purposes;

CONSIDERING that, pursuant to Article 5 of its Statute, the NEA is entrusted with promoting the formation of international joint undertakings for the production and uses of nuclear energy for peaceful purposes, and that this Framework Agreement is concluded under Article 5 of the Statute of the NEA;

DESIRING to co-operate in the development of scientific, technical and any other relevant skills of young generations of scientists and engineers, through state-of-the-art research activities in a multinational and multidisciplinary context which would cover technical issues such as nuclear science, technology and applications, nuclear engineering, radioactive waste management, licensing and regulation of nuclear activities, and non-technical issues such as stakeholder involvement, business and economic factors, nuclear programmes or project management, nuclear law and social science, to meet a broad range of national needs of the NEA member countries in the nuclear field;

WISHING to improve the attractiveness of engagement in the nuclear field for young people;

AGREE to take part in the NEA Joint Undertaking on Nuclear Education Skills and Technology (hereinafter referred to as the “**NEST Framework**”) on the terms and conditions described in this agreement (hereinafter referred to as the “**Framework Agreement**”).

Article 1

DEFINITIONS

In this Framework Agreement, the following words and expressions have the following meanings:

Act of Adhesion	means the act in the form set forth in Appendix B to be signed by an Applicant.
Applicant	means an organisation designated by the government of a country, whether an NEA member country or not, where it has its headquarters, wishing to adhere to this Framework Agreement.
Framework Agreement	means the terms and conditions of this Framework Agreement on the OECD Nuclear Energy Agency (NEA) Joint Undertaking on Nuclear Education Skills and Technology (NEST).
Leading Organisation	means the leading organisation that shall serve as a NEST Project manager and shall report to the Management Board.
Management Board	means the body having overall responsibility for the management of the NEST Framework, as described in Article 3.
NEA	means the OECD Nuclear Energy Agency.
NEST Activities	means educational, training and/or mentoring activities to broaden the awareness of nuclear science, technology and applications; such activities will be organised for the common benefit of NEST Fellows participating in different NEST Projects or in the same NEST Project.
NEST Budget	means the budget funded by the contributions of the Parties in accordance with this Framework Agreement which shall be used to provide funding to NEST Fellows, NEST Projects and NEST Activities as determined by the Management Board.
NEST Criteria	means the criteria that all NEST Proposals shall have to conform to in order to be eligible by the Management Board as provided in Article 4(b) and (c).
NEST Country	means the country of a government that has designated one Party or several Parties to this Framework Agreement.
NEST Fellow	means a post-graduate, graduate or undergraduate student or a young professional engaged in technical and scientific nuclear related activities that is selected to participate in a NEST Project and NEST Activities.
NEST Framework	means the NEA joint undertaking established by this Framework Agreement.
NEST Participating Organisation	means any university, research organisation, regulatory body, industrial or other organisation, whether governmental or not, that has agreed to participate in a NEST Project and which has its headquarters in a NEST Country.
NEST Project	means a NEST Proposal that is accepted by the Management Board and for which the relevant NEST Participating Organisations have signed an implementing agreement, a NEST Project Agreement.

NEST Project Agreement	means the agreement signed by the NEST Participating Organisations for a NEST Project to implement the NEST Proposal that has been accepted by the Management Board.
NEST Proposals	means all proposals made by a Party or by any other organisation responding to a call for proposal issued by the Management Board.
Party	means a signatory to this Framework Agreement duly designated by a government and listed in Appendix A.
Purpose	means the purpose of the NEST Framework, as defined in Article 2.
Secretariat	means the NEA staff members.

Article 2

PURPOSE

The purpose of the NEST Framework (hereinafter referred to as the “**Purpose**”) is to:

- 1) attract, train and facilitate skills development of post-graduate, graduate, and undergraduate students in fields of interest to the nuclear sector (encompassing both technical fields, such as nuclear science and engineering, radioactive waste management, nuclear safety, nuclear medicine, and non-technical fields in areas such as nuclear related economics and social sciences) and young professionals engaged in both technical and non-technical nuclear-related activities (hereinafter referred to as “**NEST Fellows**”) by transmitting practical knowledge and offering hands-on training; and
- 2) assist the NEST Countries in maintaining and strengthening academic nuclear related education programmes and building both technical and non-technical skills in the field of nuclear science, safe use of nuclear technology and applications (whether in medicine, environment or other) through the establishment of sustainable international exchanges and collaboration activities between universities, and between universities and (i) research organisations, (ii) regulatory bodies, (iii) the industry and (iv) any other organisation, whether governmental or not (hereinafter referred to as the “**NEST Participating Organisations**”).

Article 3

MANAGEMENT BOARD

- (a) The Parties delegate overall responsibility for the management of the NEST Framework as described in paragraph (c) hereunder to a “**Management Board**” established under this Article.
- (b) Where a NEST Country designates one Party to this Framework Agreement, the Party shall be entitled to designate one member of the Management Board.

Where a NEST Country designates more than one Party to this Framework Agreement, such designated Parties shall be represented by a single member at the Management Board, and

they shall be considered as a single party when determining the NEST Budget. The Parties designated by the same NEST Country may, however, participate in NEST Projects and NEST Activities separately. At least one alternate per member of the Management Board shall be designated by the Parties in case the member is not available.

The Parties shall notify the Secretariat in writing the name, title and contact details of their designated and alternate members for the Management Board, and whatever changes thereof.

(c) The Management Board shall:

- 1) adopt unanimously the NEST programme of work and NEST Budget for the following calendar year;
- 2) approve unanimously:
 - i. payments to be made from the NEST Budget; and
 - ii. the funding allocated from the NEST Budget for each NEST Project or NEST Activity, as provided in Article 4 hereunder and for each NEST Fellow, as provided in Article 5(c) hereunder;
- 3) select unanimously NEST Projects based on the NEST Criteria and the requirements provided in Article 4(c) hereunder, and NEST Activities which can contribute to the Purpose;
- 4) consider and approve reports on NEST Projects and NEST Activities implemented in accordance with the NEST programme of work and NEST Budget;
- 5) determine the evolution of the NEST Framework;
- 6) establish guidelines and procedures, consistent with the Purpose and this Framework Agreement, as may be required for the sound management of the NEST Framework;
- 7) consider any Applicant wishing to become a Party to this Framework Agreement in accordance with Article 11;
- 8) consider all matters brought before it by any Party or the Secretariat; and
- 9) carry out any other functions conferred upon it by this Framework Agreement, including those pertaining to the NEST Projects detailed in Article 4 hereunder.

(d) Unless otherwise specified in this Framework Agreement, the Management Board shall operate and reach its decisions on a consensus basis (i.e., without taking a vote and if no objection is raised). Each member of the Management Board shall have one vote. Where unanimity is required under this Framework Agreement, the Management Board members have an obligation to cast a vote; absent members shall vote via email sent to the Secretariat before the meeting.

(e) The Management Board shall elect a Chair and a Vice-Chair from amongst its members for a period of two (2) years. The Chair and Vice-Chair may be re-elected only once in their respective positions, unless otherwise unanimously decided by the Management Board. The Management Board can decide to elect a new Chair and Vice Chair as circumstances dictate.

The Chair and the Vice-Chair's term will start on a 1st of January and end on a 31st of December.

- (f) The Management Board should meet at least once a year or as called by its Chair. A special meeting shall be called by the Chair after receiving a request from a simple majority of the members.
- (g) The Management Board shall operate in accordance with the confidentiality obligations provided in Article 8 hereunder.

Article 4

NEST PROJECTS AND NEST ACTIVITIES

- (a) To achieve the Purpose, the NEST Framework shall be implemented through NEST Projects and NEST Activities in accordance with the criteria and procedures detailed in this Article.
- (b) NEST Projects shall conform to the following criteria (hereinafter referred to as the “**NEST Criteria**”):
 - 1) be multinational, i.e. including at least three (3) NEST Countries;
 - 2) address concrete and multidisciplinary challenges in the field of nuclear science, technology and applications, including both technical and non-technical aspects;
 - 3) offer hands-on training opportunities in the field of nuclear science, technology and applications to NEST Fellows. The Parties are also encouraged to offer skills development and education programmes; and
 - 4) any other criteria identified by the Management Board.
- (c) Procedure to establish a NEST Project:
 - 1) NEST Projects may be initiated either through (i) proposals made by a Party (or multiple Parties), or (ii) the issuance of a call for proposal(s) by the Management Board. All proposals made by a Party or by any other organisation responding to a call for proposal (hereinafter referred to as the “**NEST Proposals**”) shall only be considered by the Management Board if they meet the NEST Criteria and shall at least:
 - i. be consistent with this Framework Agreement.;
 - ii. identify (i) the leading organisation who shall serve as a NEST Project manager and shall report to the Management Board (hereinafter referred to as the “**Leading Organisation**”), and (ii) all other NEST Participating Organisations, each of which shall have its headquarters established in a NEST Country;
 - iii. specify the management structure and duration of the NEST Project;
 - iv. include a programme of work and related budget consistent with the NEST programme of work and the Purpose;

- v. include (i) the process and/or criteria to select NEST Fellows (such as their affiliation to a NEST Participating Organisation), (ii) specifications on any necessary restrictions (such as information access restrictions) and (iii) the education and training plan for selected NEST Fellows;
 - vi. include the collaboration plan between NEST Participating Organisations;
 - vii. include the reporting responsibilities of the Leading Organisation to the Management Board on (i) the NEST Project programme of work, (ii) the expenditures of the NEST Project and (iii) the final selection of NEST Fellows;
 - viii. set forth the provisions applicable to the disclosure, protection and ownership of information and intellectual property rights provided to and/or arising from the NEST Project;
 - ix. specify when and what information relating to the execution of the NEST Project will be made available to the NEA member countries in accordance with Article 5(c)(iv) of the NEA Statute;
 - x. provide that the NEST Participating Organisations shall ensure the completion of any formalities required for the participation of the NEST Fellows in the NEST Project; and
 - xi. specify, where an entity from a country that is not from a NEST Country is included as part of a NEST Proposal, the contribution of this entity and associated added value for the NEST Project, as well as the proposed support to the entity.
- 2) The Management Board shall unanimously select among the NEST Proposal(s) that meet the minimum requirements detailed in Article 4(c)(1) above and the NEST Criteria, and determine the budget to be allocated thereto; and
 - 3) A selected NEST Proposal shall become a NEST Project through the issuance by the Management Board of a notice of acceptance of the NEST Proposal and subsequent signature of the implementing agreement (hereinafter referred to as the “**NEST Project Agreement**”) by all the NEST Participating Organisations to that NEST Project. In the event of any inconsistency between this Framework Agreement and a NEST Project Agreement, the Framework Agreement shall prevail. The NEST Project Agreements shall also provide provisions to protect confidential information which shall be at least as restrictive as the ones provided in Article 8 hereunder.
- (d) NEST Activities shall contribute to the Purpose through opportunities that broaden the awareness of nuclear science, technology and applications by addressing topics related to nuclear engineering, radioactive waste management, licensing and regulation of nuclear activities and non-technical issues (such as stakeholder involvement issues, business and economic factors, nuclear programmes and projects management, nuclear law and social science) which will be organised for the common benefit of NEST Fellows participating in different NEST Projects or in the same NEST Project.

Article 5

NEST FELLOWS

- (a) NEST Fellows shall (i) carry out research tasks within the NEST Project in which they have been selected to participate and (ii) participate in NEST Activities.
- (b) NEST Leading Organisations shall report to the Management Board on the NEST Fellows selected for their respective NEST Projects and describe in such report the NEST Fellows' respective assignments and achievements within the NEST Project.
- (c) If a NEST Fellow is affiliated with a NEST Participating Organisation participating in the NEST Project for which s/he has been selected, the costs associated with her or his participation in such NEST Project or related NEST Activity (such as travel and associated living expenses, cost of training) may be fully or partly funded by the NEST Budget, as determined by the Management Board based on the NEST Proposal.

NEST Fellows that are not affiliated with a NEST Participating Organisation may participate in NEST Projects and NEST Activities, but shall not benefit from the NEST Budget, unless otherwise unanimously agreed by the Management Board.

Article 6

FINANCE

- (a) The NEST programme of work and budget will be prepared in accordance with the Purpose with the support of the Secretariat as described in Article 7(b). As provided in Article 3(b), where a NEST Country designates more than one Party to this Framework Agreement, such designated Parties shall be considered as a single party when determining the NEST Budget. Each Party commits to the NEST Budget the amount of contributions to be determined in the NEST programme of work and NEST Budget adopted by the Management Board in accordance with Article 3(c)(1).
- (b) The contributions from the Parties shall be paid in Euros into an account designated by the Secretariat. Payments shall be made according to invoices issued to the Parties or to any entity paying on their behalf by the Secretariat upon the approval of the Management Board. The Secretariat shall manage these contributions and shall, following the approval of the Management Board as required under Article 3(c)(2)(i), reimburse the Secretariat costs, pay invoices for work performed according to the programme of work and provide the NEST Fellows, the NEST Projects and the NEST Activities with the funding agreed by the Management Board as provided in Article 3(c)(2)(ii).

Article 7

OECD NUCLEAR ENERGY AGENCY (NEA)

- (a) The Parties take note that, in accordance with the NEA Statute, the NEA encourages the broadest possible participation in the NEST Framework by its member countries, and endeavours to co-ordinate the NEST Framework's activities with its other work in this field. The Secretariat will report on a yearly basis to the Steering Committee for Nuclear Energy on the state of the affairs and the development of the NEST Framework.
- (b) The Parties agree that the Secretariat supports the NEST Framework and provides technical secretariat services to the NEST Framework, and more specifically the Management Board. The Secretariat also provides financial management services to the NEST Framework, in accordance with the financial regulations and practises of the OECD, which include preparing and presenting the financial reports on the NEST Budget to the Management Board for approval.

Article 8

CONFIDENTIAL INFORMATION

- (a) All information in whatever form or mode of communication, which is disclosed by a Party (the "**disclosing Party**") to any other Party (the "**receiving Party**") in connection with the implementation of the NEST Framework (such as but not limited to information regarding the NEST Proposals, the NEST Projects, the NEST Activities) and which the disclosing Party has explicitly marked as "confidential" at the time of disclosure or, when disclosed orally, has identified as confidential at the time of disclosure and has confirmed the confidential nature of the information in writing within five (5) calendar days from oral disclosure at the latest, is considered as "**Confidential Information**" under this Framework Agreement.

Except to the extent expressly authorised by this Framework Agreement or otherwise agreed in writing by a Party, each Party agrees that it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Framework Agreement any Confidential Information disclosed to it, in whatever form or mode of communication, by the disclosing Party, except to the extent that the receiving Party can demonstrate that the Confidential Information:

- 1) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the other Party;
- 2) was generally available to the public or part of the public domain at the time of its disclosure to the receiving Party, or became available to the public or part of the public domain thereafter (other than through an act or omission in breach of this Agreement);
- 3) was disclosed to the receiving Party by a third party who had no confidential obligation;
- 4) was independently discovered or developed by the receiving Party without the use of Confidential Information belonging to the disclosing Party, as documented by the receiving Party; or

- 5) was identified, in writing, by the disclosing Party as not Confidential Information, or if the receiving Party received prior written approval from the disclosing Party to disclose the Confidential Information.

The receiving Party shall comply with requests for Confidential Information by government authorities or tribunals having jurisdiction. In such case, the receiving Party shall notify the disclosing Party of any requests or subpoenas requiring the disclosure of Confidential Information in writing immediately upon receipt, and shall consult with the disclosing Party in order to address any attempts to obtain Confidential Information and attempt to find a mutual solution, subject to the requirements of applicable law. .

- (b) Any Party wishing to publish any document (such as reports, journal articles, conference papers) concerning the NEST Framework, must submit it for prior approval of the Management Board, which approval process shall be determined by the Management Board. Any publications relating to the NEST Projects or NEST Activities shall be dealt with in the NEST Project Agreements.
- (d) Any Party that wishes to involve a third party in matters pertaining to the NEST Framework Agreement must obtain the prior written approval of the Management Board and ensure that the third party enters into a non-disclosure agreement to protect the Confidential Information which shall be at least as restrictive as the one provided in this Article 8.
- (e) Where necessary, additional rules and procedures regarding protection, use, and disclosure of Confidential Information shall be adopted by the Management Board acting by unanimity and in conformity with this Framework Agreement.

Article 9

LEGISLATIVE PROVISIONS

- (a) Activities under this Framework Agreement shall be subject to the laws and regulations applicable in the State on whose territory such activities are carried out.
- (b) Responsibilities and any related costs for work carried out by each Party under this Framework Agreement rest with that Party.

Article 10

SETTLEMENT OF DISPUTES

- (a) Attempts should be made to amicably resolve any dispute between the Parties concerning the interpretation or application of this Framework Agreement. Any of the concerned Parties may submit the dispute for mediation before the Management Board which will unanimously adopt a proposed mediation settlement. If no settlement is reached between the concerned Parties, including with the Management Board's mediation, the dispute shall be referred to the NEA Director-General for further mediation.
- (b) All disputes arising out of or in connection with the present Framework Agreement shall, upon mutual written agreement of the disputing Parties, be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in

accordance with the said Rules. The arbitral procedures shall take place in Paris (France) and be conducted in the English language. The arbitrators shall decide any such dispute by reference to the terms and conditions of this Framework Agreement and any applicable laws and regulations, and their decision shall be final and binding on the Parties concerned.

- (c) Unless otherwise unanimously agreed in writing by the disputing Parties, this Framework Agreement shall be governed by the laws of France.

Article 11

ADHESION AND WITHDRAWAL OF PARTIES

- (a) A government, whether from an NEA member country or not, may designate an organisation whose headquarters are based in its country (hereinafter referred to as the “**Applicant**”) to become a Party to this Framework Agreement by submitting a written application to the Secretariat and the Management Board. The Management Board may either reject or unanimously accept the application, subject to any additional condition that it might determine.
- (b) Where an application is unanimously accepted by the Management Board in accordance with paragraph (a) of this Article:
- 1) an act of adhesion (the “**Act of Adhesion**”) in the form set forth in Appendix B shall be submitted by the Secretariat to the Applicant for signature, to which a copy of this Framework Agreement shall be annexed. The Act of Adhesion shall specify that the Applicant assumes all the rights and obligations of a Party under this Framework Agreement, and meets any condition unanimously determined by the Management Board, if any.
 - 2) The Applicant shall become a Party to this Framework Agreement upon receipt by the Secretariat of the Act of Adhesion duly signed by an authorised representative of the new Party.
 - 3) Following the adhesion of a new Party, Annex A shall be modified by the Secretariat to include the new Party and the amended version shall be sent to all the Parties.
- (c) With the prior approval of the Management Board, a Party may be replaced by another organisation if required by the government that had designated the Party to be replaced. The process set forth in paragraphs (a) and (b) of this Article shall apply.
- (d) A Party may withdraw from this Framework Agreement by providing twelve-month prior written notice to the other Parties, unless otherwise unanimously agreed by the Management Board. The withdrawal of a Party under this paragraph shall not affect the withdrawing Party’s rights and obligations incurred prior to withdrawal, or the rights and obligations (including funding) of the other Parties to this Framework Agreement, unless otherwise unanimously agreed by the Management Board.
- (e) If a Party fails to fulfil its obligation(s) under this Framework Agreement, the Chair of the Management Board may decide to send notice to the defaulting Party specifying the nature of the defaulting obligation(s) and specifically invoking this Article. If the defaulting Party fails to remedy the defaulting obligation(s) within ninety (90) days after its receipt of notice

invoking this Article, the defaulting Party shall be considered to have withdrawn from this Framework Agreement.

Article 12

FINAL PROVISIONS

- (a) The activities of the Parties under this Framework Agreement shall be subject to the availability of appropriated funds, personnel and other resources. If a Party fails to fulfil its obligation(s) under this Framework Agreement due to unavailability of appropriated funds, personnel and other resources, Article 11(e) shall apply.
- (b) This Framework Agreement shall enter into force upon signature by all the Parties listed in Appendix A. It shall remain in force for a period of ten (10) years. The Secretariat will consult the Management Board and the Parties on the future of the NEST Framework two (2) years before the termination of this Framework Agreement.
- (c) This Framework Agreement may be amended or terminated at any time by the unanimous written agreement of all the Parties.
- (d) The original of this Framework Agreement shall be deposited with the NEA and a certified copy of the Framework Agreement shall be provided to each Party upon its entry into force.
- (e) The provisions of Article 8 (Confidential information) and Article 10 (Settlement of disputes) shall survive the termination of this Framework Agreement and shall continue to apply to any withdrawn Party.
- (f) Activities undertaken under this Framework Agreement shall be conducted in the English language.

This Framework Agreement may be signed in counterparts, all of which, when taken together, shall constitute the *Framework Agreement on the OECD Nuclear Energy Agency (NEA) Joint Undertaking on Nuclear Education Skills and Technology (NEST)*.

For **Belgian Nuclear Research Centre (SCK•CEN)**

Name of Signatory: Peter Baeten

Position of Signatory: Deputy Director-General

Date of Signature: 3/11/2018

Signature: 

For Natural Resources Canada (NRCan/RNCan)

Name of Signatory: Mr. Marco Prasutti

Position of Signatory: Director General, Electricity Resources Branch

Date of Signature: DEC 21 2018

Signature:

A handwritten signature in black ink, appearing to be 'M. Prasutti', written over a horizontal line.

For Commissariat à l'énergie atomique et aux énergies alternatives (CEA)

Name of Signatory: **FRANÇOIS JACO**

Position of Signatory: *Administrateur Général*

Date of Signature: *18/01/2019*

Signature: *françois jaco*

For Institut de Radioprotection et de Sûreté Nucléaire (IRSN)

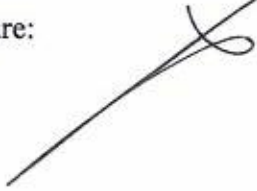
Name of Signatory:

Position of Signatory:

Jean-Christophe NIEL
Director General
IRSN

Date of Signature: 09/01/2019

Signature:



For ~~Global Research for Safety~~ (GRS)

Gesellschaft für Anlagen- und Reaktorsicherheit
(GRS) gGmbH

Name of Signatory:

Hans J. Steinhilber

Dr. K. Stummeyer

Position of Signatory:

Managing Director

Head of Project
Management Agency

Date of Signature:

14.2.2019

Signature:



Name of Signatory:

Position of Signatory:

Date of Signature:

Signature:

For Italian National Agency for New Technologies, Energy and Sustainable Economic
Development (ENEA)



Name of Signatory:

DEPARTMENT OF FUSION AND TECHNOLOGY
FOR NUCLEAR SAFETY AND SECURITY

Position of Signatory:

The Director
Dr. Aldo Pizzuto

Date of Signature:

21/xii/2018

Signature:

A handwritten signature in black ink, appearing to be 'A.P.' or similar initials.

For National Institute for Nuclear Physics (INFN)

Name of Signatory: FERNANDO FERRONI

Position of Signatory: PRESIDENT

Date of Signature: 25 GEN. 2019

Signature: *Ferroni*



For Ispettorato nazionale per la sicurezza nucleare e la radioprotezione (ISIN)

Name of Signatory: Maurizio PERNICE

Position of Signatory: Director

Date of Signature: 15/01/2019

Signature: 

For Istituto Superiore di Sanità (ISS)

Name of Signatory: PROF. CUALTIERO RICCIARDI

Position of Signatory: PRESIDENT

Date of Signature:



Rome, 21.02.2018

Signature:



For Università degli Studi di Milano

Name of Signatory:

IL RETTORE
Elio Franzini

Position of Signatory:

Date of Signature:

28 DIC. 2018

Signature:



For Japan Atomic Energy Agency (JAEA)

Name of Signatory: Kazumasa Hioki

Position of Signatory: Director, Office of Strategy and International Affairs

Date of Signature: 25 December 2018

Signature: 

For Korea Atomic Energy Research Institute (KAERI)

Name of Signatory: Won-Pil BAEK

Position of Signatory: Executive Vice President

Date of Signature: January 14, 2019

Signature: Wonpil Baek

For The State Atomic Energy Corporation ROSATOM

Name of Signatory: *Nikolay Spasskiy*

Position of Signatory: *Deputy Director General*

Date of Signature: *15.02.2019*

Signature:

A handwritten signature in black ink, appearing to be 'Nikolay Spasskiy', written in a cursive style. The signature is positioned to the right of the 'Signature:' label.

For Paul Scherrer Institut (PSI)

Name of Signatory: *Andreas Pautz*

Position of Signatory: *Head of Nuclear Energy and Safety
Division*

Date of Signature: *17.12.2018*

Signature:



Prof. Dr. Andreas Pautz
Head of Nuclear Energy and Safety
Research Division
Paul Scherrer Institut

For U.S. Department of Energy (DOE)

Name of Signatory:

Edward G. McGinnis.

Position of Signatory:

Principal Deputy Assistant Secretary

Date of Signature:

12/21/18

Signature:

A handwritten signature in black ink, appearing to read "Ed McGinnis". The signature is stylized with a large, sweeping initial "E" and "M".

Appendix A

LIST OF THE PARTIES

List of the Parties and their representation in the Management Board

The NEST Parties are identified in the table below.

NEST Country	List of the Parties	Representation in the Management Board
BELGIUM	Belgian Nuclear Research Centre (SCK•CEN)	One member
CANADA	Natural Resources Canada (NRCan/RNCan)	One member
FRANCE	<ul style="list-style-type: none"> - Commissariat à l'énergie atomique et aux énergies alternatives (CEA) - Institut de Radioprotection et de Sécurité Nucléaire (IRSN) 	One member
GERMANY	<p><i>Gesellschaft für Anlagen- und Reaktorsicherheit (GRS) gGmbH</i></p> <p>Global Research for Safety (GRS)</p>	One member
ITALY	<ul style="list-style-type: none"> - Italian National Agency for New Technologies, Energy and Sustainable Economic Development (ENEA) - National Institute for Nuclear Physics (INFN) - Ispettorato nazionale per la sicurezza nucleare e la radioprotezione (ISIN) - Istituto Superiore di Sanità (ISS) - Università degli Studi di Milano 	One member
JAPAN	Japan Atomic Energy Agency (JAEA)	One member
KOREA	Korea Atomic Energy Research Institute (KAERI)	One member
RUSSIAN FEDERATION	The State Atomic Energy Corporation ROSATOM	One member
SWITZERLAND	Paul Scherrer Institut (PSI)	One member
UNITED STATES	U.S. Department of Energy (DOE)	One member

Appendix B

ACT OF ADHESION

TO THE FRAMEWORK AGREEMENT ON THE OECD NUCLEAR ENERGY AGENCY (NEA) JOINT UNDERTAKING ON NUCLEAR EDUCATION SKILLS AND TECHNOLOGY (NEST)

The [*insert name of the new Party to the Framework Agreement*] (hereinafter referred to as the “**Signatory**”);

CONSIDERING that, in accordance with Article 11(a), the Signatory was designated by [*insert name of the ministry/other governmental institution that designated the Signatory to participate in the NEST Framework as a Party*] in a letter dated [*insert date*] to become a Party to the Framework Agreement on the OECD Nuclear Energy Agency (NEA) Joint Undertaking on Nuclear Education Skills and Technology (NEST) which entered into force on [*insert date*] (hereinafter referred to as the “**NEST Framework Agreement**”);

CONSIDERING that, in accordance with Article 11(a) of the NEST Framework Agreement, the Signatory subsequently submitted an application to the Management Board to become a Party to the NEST Framework Agreement, on [*insert date*];

CONSIDERING that the Management Board of the NEST Framework Agreement unanimously accepted the Signatory’s application on [*insert date*], in accordance with Article 11(a) of the NEST Framework Agreement; and

CONSIDERING Article 11(b)(1) of the NEST Framework Agreement:

Article 1

The Signatory hereby signs this Act of Adhesion to become a Party to the NEST Framework Agreement and agrees to assume all rights and obligations of a Party under the NEST Framework Agreement. [*Include the additional conditions determined by the Management Board, if any*]

Done this [*insert day*] day of [*insert month and year*]

For the Signatory:

Name:

Title:

Date:

Signature:

The Head of the Office of Legal Counsel of the OECD Nuclear Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Director-General of the OECD Nuclear Energy Agency.

Boulogne-Billancourt, 25 February 2019

HEAD OF THE OFFICE OF LEGAL COUNSEL

A handwritten signature in black ink, consisting of several fluid, overlapping strokes that form a stylized representation of the name Ximena Vásquez-Maignan.

Ximena VÁSQUEZ-MAIGNAN