



Memorandum of Understanding between the International Atomic Energy Agency (IAEA) and the OSPAR Commission for the Protection of the Marine Environment of the North-East Atlantic (OSPAR)

(OSPAR Agreement 2025-19e)¹

¹ Replaces OSPAR Agreement 2009-06: Practical Arrangements between the IAEA and OSPAR



MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL ATOMIC ENERGY AGENCY

and

**THE OSPAR COMMISSION FOR THE PROTECTION OF
THE MARINE ENVIRONMENT OF THE NORTH-EAST
ATLANTIC**

on

COOPERATION IN THE AREA OF

**RADIOACTIVE SUBSTANCES IN THE MARINE
ENVIRONMENT**

This Memorandum of Understanding (hereinafter referred to as “MoU”) is 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 OSPAR Commission for the Protection of the Marine Environment of the North-East Atlantic (hereinafter referred to as the “OSPAR Commission”), whose address is 12 Finsbury Square, London EC2A 1AS, United Kingdom. Hereinafter, the IAEA and the OSPAR Commission will also be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the Parties now wish to initiate a new MoU to reflect an expanded scope of cooperation.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Scope of Cooperation

The objective of this MoU is to set forth the framework for non-exclusive cooperation between the Parties in the area of radioactive substances in the marine environment. The Parties have identified the following areas for collaboration and exchange of information and experience in which cooperation may be pursued, subject to the Parties’ respective mandates, governing regulations, rules, policies and procedures:

- Support on the implementation of IAEA safety standards covering nuclear safety and guidance on radiation protection of the public and the environment;
- Collaboration on the implementation of environmental monitoring programmes, including promoting the quality and reliability of analytical measurements of radionuclides in marine environmental samples, notably through provision of, or involvement in, proficiency tests or intercomparison exercises;
- Assistance in the review and, where appropriate, further development, of assessment methodologies for evaluating the impact of radionuclides in the marine environment, including those arising from discharges of radioactive substances and from environmental concentrations;
- Exchange and sharing of data on discharges of radioactive substances and environmental concentrations of artificial and naturally occurring radionuclides. This includes the exchange of information and experience related to quality control, extended use and dissemination of environmental datasets;
- The exchange of information and experience on emerging environmental challenges related to radioactive contaminants in the marine environment, including the effect of climate change and ocean acidification and the cumulative effects of radioactive substances and other environmental stressors; and
- The exchange of information and experience on developments in nuclear technologies such as Transportable Nuclear Power Plants (TNPP) and new medical applications and their potential implications on radioactive substances in the marine environment.

The activities of this MoU may be pursued through:

- Facilitating regular dialogues between the Parties;
- Participation of IAEA delegates in OSPAR Radioactive Substances Committee meetings and related Intersessional Correspondence Groups;
- Sharing relevant OSPAR expertise in IAEA-led meetings and activities; and
- Encouraging enhanced collaboration at various levels between the Parties.

2. Points of Contact

The Parties have each designated the following points of contact responsible for the coordination of activities under this MoU:

For the IAEA:

Ms Jaqueline Calabria
Radiation Protection Specialist
Vienna International Centre, PO Box 100, 1400
Vienna, Austria
Phone number: (+43-1) 2600-21263
Fax: (+43-1) 26007-22692
Email: j.calabria@iaea.org

For OSPAR:

Mr Adam Stackhouse
Chair of the Radioactive Substances Committee
12 Finsbury Square, London EC2A 1AS, United
Kingdom
Phone number: +44 (0)20 7430 5200
Fax: +44 (0)20 7242 3737
Email: secretariat@ospar.org

The Parties will each appoint points of contact responsible for the coordination of activities under this MoU. All correspondence related to this MoU 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 this MoU.

4. Non-Binding

This MoU is non-binding. Accordingly, nothing in this MoU 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 this MoU 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 this MoU 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 OSPAR Commission, OSPAR Commission'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 this MoU. 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 the OSPAR Commission offer to any representative, official, employee, or other agent of the IAEA any direct or indirect benefit arising from or related to the MoU or for any other purpose intended to gain an advantage for the OSPAR Commission, such circumstance may lead, at the IAEA's sole discretion, to the discontinuation of the MoU.

10. Audits and Investigations

All documents relating to the implementation of this MoU will 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 this MoU and for a period of five (5) years following the period of validity of this MoU. In such event, the OSPAR Commission's voluntary and reasonable cooperation in such audit is requested.

11. Settlement of Disputes

Any dispute arising out of this MoU will be resolved amicably by the Parties through consultations, or any other mechanism agreed separately.

12. Privileges and Immunities

Nothing in this MoU 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 this MoU, 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

This MoU 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 this MoU the Parties will consider the possible extension of this MoU. If the Parties agree to extend this MoU, the conditions of the extension will be expressed by the Parties in writing.

15. Discontinuation

Notwithstanding Paragraph 14, either Party may discontinue this MoU 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 this MoU to a close in a prompt and orderly manner.

For the IAEA:



Rafael Mariano Grossi
Director General
International Atomic Energy
Agency

Vienna, 16 January 2026
(Date and Place)

For the OSPAR Commission:



Susana Salvador
Executive Secretary
OSPAR Commission

Brussels, 11 February 2026
(Date and Place)