

EURDEP

European Radiological Data Exchange Platform

MEMORANDUM OF UNDERSTANDING

NO. 32188

between

the European Union

and

**the National EURDEP Data Provider of the Russian
Federation**

on

**the participation to the EURDEP system during
routine and emergency conditions**

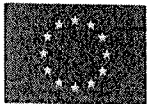
The European Union, represented by the European Commission, hereinafter referred to as "the Commission", represented for the purpose of signing this Memorandum of Understanding (hereinafter referred to as MoU) by Prof. Dr. Thomas Fanghänel, Director of the Institute for Transuranium Elements of the Joint Research Centre

on the one part,

Federal Service for Hydrometeorology and Environmental Monitoring (Roshydromet), Research and Production Association "Typhoon" (RPA "Typhoon") delivering radiological monitoring data of the Russian Federation from its national surveillance networks and laboratories, (hereinafter referred to as "data provider"), represented for the purpose of signing this Memorandum of Understanding by Dr. Vyacheslav Shershakov, duly authorized to sign,

on the other part,

Hereinafter referred to individually as 'the Party' or collectively as 'the Parties'



PREAMBLE

Whereas the EURDEP system foresees a standard format for radiological environmental monitoring data and a platform by which to exchange this data. The data-exchange is regulated for the EU Member States by the Recommendation 2000/473/Euratom, for the ECURIE (European Community Urgent Radiological Information Exchange) Member States by the Council Decision 87/600/Euratom and for the other EURDEP Participants by a gentlemen's agreement stipulating that data will be made available or be sent at least once a day under routine conditions and at least once every two hours during an emergency;

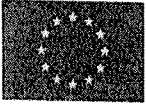
Whereas it is considered that none of the aforementioned agreements completely cover the required functionalities of the EURDEP system and that they can therefore not assure that vital radiological monitoring data will be available in a timely manner and in sufficient quantity during a radiological or nuclear emergency;

Whereas many practical details necessary to assure correct functioning of the EURDEP system under routine and emergency conditions are not specifically dealt with by the aforementioned agreements;

In consideration of the above, the Parties hereby agree to the following:

ARTICLE 1 - Subject of the MoU

1. The subject of the MoU is to define a coherent set of conditions that assure effective exchange of data between the Parties during an emergency.
2. The aim of the collaboration is
 - 2.1. to obtain a timely exchange of data during an emergency,
 - 2.2. to obtain a continuous and automated exchange of monitoring data between the Parties under routine conditions,
 - 2.3. to participate in exercises in order to test the data-exchange under simulated emergency conditions.
3. The Parties have agreed that the Commission should organize a meeting of all data providers at least once every three years. The date and place will be decided by mutual agreement.
4. The Parties acknowledge that it should be possible to apply improved technical provisions for the data exchange and the data format.
5. The Parties agree that the Commission may negotiate and conclude further individual MoU's with other organizations willing to make their data available to the EURDEP system.
6. The Parties acknowledge that enlargement of the EURDEP system by the Commission to other organizations should be possible without the need to adapt the current MoU.



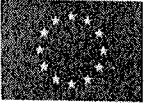
7. The Parties agree that the definition of improvements to the data-exchange and the data-format is the task of the Commission.

ARTICLE 2 - COSTS

1. Each Party should bear its own costs resulting from the implementation of this MoU.
2. There will be no transfer of money between the Parties in connection with this MoU.
3. The Parties are entering into this MoU with the express understanding that the MoU itself does not give rise to a claim for compensation for services against any of the Parties.

ARTICLE 3 - MODALITIES OF CO-OPERATION

1. Data-provider should take care that the monitoring data will be made available during an emergency at the highest possible frequency. For dose rate it is recommended to use one hour data average and one hour data sending interval, with maximum delay of two hours.
2. All steps necessary to satisfy the terms of 3.1 should be included in the emergency procedures of the data-provider and should stay part of these until an official termination of the MoU is received by the Commission.
3. Switching the EURDEP data exchange to the emergency mode should occur in case of a national emergency or an international emergency notified by the Commission (ECURIE) or the IAEA (EMERCON) or on specific and justified request by the Commission.
4. Both emergency and routine delivery of national monitoring data to the EURDEP system should be fully automated and as such implemented in the national system.
5. The EURDEP system will exchange data also under routine conditions.
6. Where possible the data exchange frequency under routine conditions should be the same as under emergency conditions in order to achieve the high reliability required for systems that should be operated during an emergency.
7. It is strongly recommended that all data providers participate in at least one EURDEP exercise organized by the Commission each year by making data available to the system in emergency mode.
8. The preferred method of making data available to the EURDEP system is specified in point 1) of Annex A.
9. The data format that should be used for the data exchange mentioned in 3.8 is specified in point 2) of Annex A.
10. The Commission is responsible for monitoring data-exchange and it should make contact with a data provider to notify interruptions in its data-delivery, and if possible provide advice in solving problems.
11. The Commission is responsible for the continuous operation of the EURDEP system and application of corrections in case of necessity.

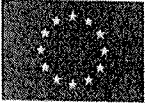


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12. The Commission, after having consulted all participating organizations and having obtained written approval from a majority of the participating organizations, can introduce changes to the EURDEP format on the condition that major changes will be allowed a transition period of one year and they will not be implemented more often than each four years. Conversion software from and to the previous data format version should be provided free of cost to all EURDEP participants.
13. Each change in the data-format that does require modifications in the software that reads the EURDEP data is considered a major change.
14. Each change in the data-format that does not require modifications in the software that reads the EURDEP data is considered a minor change and may be applied without the need for approval by a majority of the participating organizations.
15. Software installed by the data provider to read EURDEP data should skip unknown tags, keywords and sections.

ARTICLE 4 - DATA AVAILABILITY

1. The Commission makes all EURDEP data immediately available to authorized users, i.e. data providers, National Competent Authorities in the radiological or nuclear field (such as National Competent Authorities of the ECURIE system) and to international organizations that deal with radiological or nuclear emergency management (such as the Commission and the IAEA).
2. The Commission can make EURDEP data available also to the general public. Each data-provider may define a delay time after which its national monitoring data may be made available to the public.
3. In the case of accidental disclosure of information due to unforeseen circumstances such as hacking, the Parties concerned should not be held liable.
4. The Commission is entitled to provide mirroring of the EURDEP system in order to improve the reliability of the system.
5. The Commission and the organizations running the mirror sites should keep the EURDEP data available on a consistent basis.
6. The data-providers warranty to the Commission that the provided data is free of any Third Party's Intellectual Property Rights and will keep the Commission indemnified against any suit, demand, claim or recovery, finally sustained, by reason of any violation of proprietary right or copyright.



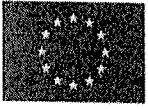
ARTICLE 5 - ENTRY INTO FORCE, DURATION AND TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

1. The present MoU shall take effect upon the date of the last signature.
2. The validity of the MoU continues until one of the Parties informs the other that they wish to terminate the MoU.
3. The written notice to terminate the MoU should be provided to the other Party at least two months before the effective date of withdrawal.

ARTICLE 6 - ADMINISTRATIVE PROVISIONS

1. All correspondence concerning this MoU should be sent to both addresses specified in point 3) of Annex A.
2. Two originals of this MoU are to be signed by the representative of the data provider, both copies returned to the Commission (address as under Administrative questions in point 3 of Annex A) and then one copy signed by the representative of the Commission will be returned to the representative of the data provider.
3. The parties agree that improvements and enlargements will be laid down in Annexes to the MoU and sent to all Parties after each change.
4. The text of all MoU's should be identical.
5. This MoU does not establish legally binding obligations on the part of any of its signatories.

Data Provider	European Commission
Date: <i>25.01.2012</i>	Date:
Full name: Dr. Vyacheslav Shershakov	Full name: Prof. Dr. Thomas Fanghänel
Organization: Federal Service for Hydrometeorology and Environmental Monitoring (Roshydromet) Research and Production Association "Typhoon" (RPA "Typhoon")	Organization: Joint Research Centre Institute for Transuranium Elements
Position: General Director	Position: Director
Full address: 4, Pobedy ulitsa, 249038 Obninsk, Kaluga region, Russian Federation	Full address: P.O. Box 2340, 76125 Karlsruhe, Germany
Signature: 	Signature: <i>Thomas Fanghänel</i> 07. FEB 2012 Prof. Dr. Th. Fanghänel Director



Annex A

Technical specifications regarding the EURDEP data-exchange regulated by this MoU

- 1) The preferred method of making data available to the EURDEP system as referred to in Article 3.8 is by placing files containing new monitoring data (no incremental files), on a local ftp-server which is connected to Internet and to which the EURDEP central servers have been given read-only access.
- 2) The data format for the exchange of monitoring data as referred to in Article 3.9 is the EURDEP 2.0 format or higher.
- 3) All correspondence concerning this MoU should be sent to either of the following addresses:

<u>Administrative questions</u>	<u>Technical questions</u>
European Commission Joint Research Centre Institute for Transuranium Elements Resource Management Karlsruhe - B.09 P.O. Box 2340 D-76125 - Karlsruhe, Germany To the attention of Mrs. Jacqueline Ribeiro	European Commission Joint Research Centre Institute for Transuranium Elements Nuclear Security - E.08 Via E. Fermi 2749 I-21027 - ISPRA (VA) Italy Email address: eurdep@jrc.ec.europa.eu