

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF CLIMATE AND ENTERPRISE OF THE KINGDOM OF SWEDEN

AND

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

CONCERNING COOPERATION ON CIVIL NUCLEAR ENERGY

The Ministry of Climate and Enterprise of the Kingdom of Sweden and the Department of Energy of the United States of America, hereinafter jointly referred to as the "Participants,"

WISHING to leverage the strengths and assets of their respective research institutions and industries, including in research, development, innovation, and business ecosystems to enhance collaboration;

EMPHASIZING the common need to mitigate climate change, promote resilient societies, and advance green, sustainable economic growth;

RECOGNIZING the key role of nuclear energy in stabilizing the power grid while facilitating the broader uptake of renewable electricity sources;

UNDERLINING the necessity to promote the highest standards of nuclear safety, security, non-proliferation and sustainability;

CONSIDERING the shared value of cooperation on academic research and innovation related to nuclear energy as a clean energy technology;

RECOGNIZING that the United States of America and the Kingdom of Sweden have a long history of bilateral exchanges and cooperation in the areas of science and research, including cooperation under the Agreement for Cooperation in the Peaceful Uses of Nuclear Energy between the United States of America and the European Atomic Energy Community, done at Brussels November 7, 1995, and March 29, 1996, and the Agreement on Science and Technology Cooperation between the Government of the United States of America and the Government of the Kingdom of Sweden, signed at Stockholm on June 29, 2006, as well as the Implementing Arrangement between the Department of Energy of the United States of America and the Ministry for Education and Research of the Kingdom of Sweden for Science and Technology Cooperation in Energy and Related Fields, signed at Stockholm on June 27, 2023; and

SEEKING to pursue cooperation in the conduct of industrial collaboration, technology development, and research and innovation in technologies related to nuclear energy for peaceful

purposes;

Have reached the following understanding:

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to provide a framework for the Participants to enhance overall cooperation between their respective government bodies, enterprises, and research institutions in policies and research and development ("R&D") activities relating to civil nuclear energy.

II. PLANNED AREAS OF COOPERATION

Areas of cooperation under this MOU may include, but are not limited to, the following:

1. Technology areas:
 - a. Nuclear power reactors, including advanced reactors such as small modular reactors ("SMRs");
 - b. Advanced nuclear fuel development;
 - c. Nuclear waste management;
 - d. Nuclear safety and security;
 - e. Integration of nuclear in a zero-carbon electricity system; and
 - f. Other relevant nuclear energy technologies as the Participants may jointly decide in writing.

2. Cooperation themes:
 - a. Nuclear regulatory framework;
 - b. Nuclear waste management;
 - c. SMR regulatory harmonization;
 - d. Supply chain and diversification of supply;
 - e. Economic and financial frameworks;
 - f. Human resources and workforce development;
 - g. Trade promotion;
 - h. Knowledge management methodologies;
 - i. Multilateral cooperation on nuclear energy;
 - j. Best practices and lessons learned for engaging the public on nuclear technology; and
 - k. Sharing strategies for facility siting, including public participation aspects.

III. FORMS OF COOPERATION

The forms of cooperation under this MOU in the areas listed in Section II may include, but are

not limited to, the following:

1. Exchanging publicly available scientific and technical information;
2. Sharing, as appropriate, information and experiences on policies and regulations;
3. Sharing and developing best practices on security of energy supply and demand for nuclear energy technologies;
4. Facilitating, as appropriate, contacts between relevant public and private sector entities in both countries;
5. Encouraging and promoting dialogue, networking, and cooperation at all levels among government representatives, government bodies, enterprises along the value chain and research institutions through visits, workshops, meetings and other activities that are mutually beneficial and acceptable to both Participants;
6. Encouraging, as appropriate, the participation of government bodies, researchers and enterprises in partnerships and joint projects in the framework of relevant national, regional, and global programs and experiment platforms;
7. Encouraging R&D cooperation and information exchange; and
8. Participating in other arrangements for cooperation in joint activities of mutual interest.

IV. IMPLEMENTATION

1. In order to facilitate cooperation under this MOU, each Participant intends to designate one or more points of contact, which may include a coordinating institution(s) or agency(ies). Each Participant intends to give the other Participant written notice upon designation of or any changes to its point(s) of contact.
2. The Participants do not expect activities under this MOU to result in the creation or transfer of intellectual property, classified information, or Business-Confidential Information. However, if the Participants determine that a particular cooperative activity may lead, or has led, to the creation or transfer of information of commercial value and/or intellectual property or requires the sharing of Business-Confidential Information, the Participants intend to consult with each other and make appropriate written arrangements for the protection and allocation of such intellectual property or the sharing and protection of Business-Confidential Information. Such protections would include consideration of respective and applicable export control laws and regulations.

As used in this MOU, the term "Business-Confidential Information" means information from which the person having the information may derive an economic benefit or may obtain a competitive advantage over those who do not have it and:

- a. is not generally known or publicly available from other sources;

- b. has not previously lawfully been made available to others without obligation to maintain its confidentiality; and
- c. is not already in the possession of the recipient without obligation to maintain its confidentiality.

V. GENERAL PROVISIONS

1. By mutual written decision, the Participants may invite additional organizations in the public and private sectors to participate in the cooperative activities under this MOU, at their own expense and on such terms as the Participants jointly decide.
2. This MOU does not create any legally binding rights or obligations between the Participants.
3. Each Participant intends to carry out the cooperative activities contemplated by this MOU subject to the availability of appropriated funds and in accordance with applicable international agreements, laws, rules, regulations, and policies.
4. Each Participant is responsible for its own expenses in connection with participating in cooperative activities under this MOU, unless otherwise specified in writing by the Participants.

VI. COMMENCEMENT, MODIFICATION, AND DISCONTINUATION

1. Cooperative activities under this MOU are intended to commence upon signature by both Participants and, subject to paragraph 3 of this Section, may continue for a period of ten (10) years.
2. This MOU may be modified or extended by mutual written decision of the Participants.
3. The Participants may discontinue cooperative activities under this MOU at any time by mutual written decision. Alternatively, either Participant that may discontinue its participation in this MOU at any time and, in such case, should endeavor to provide at least six months' advance written notification to the other Participant.
4. Unless otherwise specified in writing by either Participant, the Participants intend to permit any specific joint activities not completed upon discontinuation or expiration of this MOU to continue until their completion under the provisions of this MOU.

Signed at Washington, DC, in duplicate, this 31st day of July 2024 in the English language.

FOR THE MINISTRY OF CLIMATE
AND ENTERPRISE OF THE KINGDOM
OF SWEDEN:

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:

Ebba Busch
Ministry for Energy

Jennifer M. Granholm
Secretary of Energy