

MEMORANDUM OF UNDERSTANDING

BETWEEN
NUCLEAR ENERGY INSTITUTE
AND
CANADIAN NUCLEAR ASSOCIATION

This Memorandum of Understanding ("MoU") entered into this 29th day of May, 2019, between the Nuclear Energy Institute ("NEI") and the Canadian Nuclear Association ("CNA"), collectively "the Parties," constitutes an agreement between the Parties to strengthen their collaboration in advancing nuclear energy's development, application, and deployment.

WITNESSETH:

WHEREAS, the Parties will encourage cooperation among their respective countries and commercial industries to continue their leading roles in nuclear safety and security, including through participating in key international forums such as the IAEA, OECD NEA, WNA, and WANO;

WHEREAS, the Parties support the accelerating wave of innovation in clean nuclear energy and the increasing and innovative cross-border activity among our member companies;

WHEREAS, the Parties support the deployment of small modular reactors demonstrated by NEI's role in SMR START since 2016 and CNA's successful management of the Canadian SMR Roadmap in 2018;

WHEREAS, the Parties' two countries' leadership (with Japan) in the NICE Future Initiative brings high-level support to advancing clean energy technology; and

WHEREAS, the growing recognition of nuclear as a major clean energy opportunity for the world demonstrated by the Parties' countries' inclusion of nuclear energy as a clean energy source under Mission Innovation.

THEREFORE, the Parties agree it is in their interest to enter into this Memorandum of Understanding.

I. THE PARTIES

The **Nuclear Energy Institute** (NEI) is the organization responsible for establishing unified industry policy on matters affecting the nuclear energy industry, including the regulatory aspects of generic operational and technical issues. NEI's members include entities licensed to operate commercial nuclear power plants in the United States, nuclear plant designers, major architect/engineering firms, fuel cycle facilities, nuclear materials licensees, and other organizations and entities involved in the nuclear energy industry. NEI's vision is to have a world powered by clean and reliable energy. To achieve that vision, NEI's mission is to promote the use and growth of nuclear energy through efficient operations and effective policy.

Since 1960, the **Canadian Nuclear Association** (CNA) has been the national voice of the Canadian nuclear industry. Working alongside our members and all communities of interest, the CNA promotes the industry nationally and internationally, works with governments on policies affecting the sector and works to increase awareness and understanding of the value nuclear technology brings to the environment, economy and the daily life of Canadians.

II. ACTION OF THE PARTIES

The Parties agree to:

- Create and foster a political environment and reasonable regulatory framework for advancing the nuclear industry in the Parties respective countries;
- Provide a forum for the discussion and resolution of issues of concern to members, to industry, and public;
- Advocate for more explicit and prominent inclusion of nuclear energy in the United States' and Canada's energy and environmental policies;
- Further strengthen our two Associations' mutual connections and communications;
- Encourage cooperation among various industries, utilities, educational institutions, and other authoritative bodies in our respective countries that have a common interest in the development of economic uses for nuclear power and radioisotopes;
- Promote the inclusion of nuclear technologies in various bilateral US-Canada dialogues and in multilateral forums;
- Support our countries' shared leadership in the NICE Future initiative through industry engagement;
- Continue our collaboration on nuclear security, notably in supporting the continued work of the Global Nexus Initiative; and
- Encourage our respective Governments, through Natural Resources Canada and the U.S. Department of Energy, to similarly sustain and strengthen their collaboration in these areas.

III. LEGAL EFFECT AND SEVERABILITY

The MoU does not create any legal or binding relationship between the Parties.

Nothing in this MoU shall be construed as superseding or interfering in any way with other agreements or contracts, if any, entered into by either Party with each other or a third party prior to or subsequent to the signing of this MoU.

The Parties acknowledge and affirm that this MoU is not an obligation of funds and does not commit either Party to commit to funding any action or event in furtherance of the goals of the MoU.

This MoU is intended to be implemented consistent with applicable law. In the event any provision of this MoU is found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the validity, legality, or enforceability of the remainder of the MoU.

IV. EXPORT CONTROL RESTRICTIONS

All technical data, technical information, software, services, assistance, equipment or materials furnished by a disclosing Party to a receiving Party in connection with this MoU (the "Disclosed Information") is and will remain subject to all applicable export control laws and regulations, including but not limited to those of the United States (including 10 CFR Part 810 and the U.S. Export Administration regulations). In addition, if the receiving Party is not a U.S. company or citizen, the receiving Party agrees that no Disclosed Information, or any product thereof, shall be exported or re-exported directly or indirectly by the receiving Party or its authorized transferees, if any, unless explicitly permitted in writing by the disclosing Party in accordance with U.S. export control laws and regulations. The obligations of the receiving Party under this section (Export Control Restrictions) shall survive the termination or expiration of this MoU or the discharge of any other contractual obligations.

V. DISPUTE RESOLUTIONS

In the event of a disagreement under this MoU, the Parties intend to negotiate to resolve the disagreement in good faith. Nothing herein shall create a claim subject to the jurisdiction of either Party's judicial system.

VI. EFFECTIVE DATE, DURATION AND TERMINATION

Effective Date. This memorandum is effective as of the date of execution by both Parties.

Amendment. This MoU may be amended by written agreement between the Parties.

Termination. This MoU may be terminated without cause by the written agreement of the Parties, or by 30 days written notice to the other non-terminating party.

VII. DESIGNATED POINTS OF CONTACT

The designated points of contact for this MoU are:

FOR THE NEI

Carol Berrigan
Senior Director, Federal Programs

Nuclear Energy Institute
1201 F Street, NW, Suite 1100
Washington, DC 20004

(202) 739-8000
clb@nei.org

FOR THE CNA

Erin Polka
Director of Communications

Canadian Nuclear Association
130 Albert Street, Suite 1610
Ottawa, ON K0A 3H0

(613) 237-4262
polkae@cna.ca

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives.

FOR THE NEI

Maria Korsnick
President and Chief Executive Officer

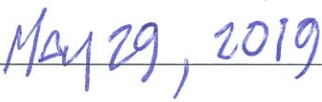
Nuclear Energy Institute
1201 F Street, NW, Suite 1100
Washington, DC 20004

FOR THE CNA

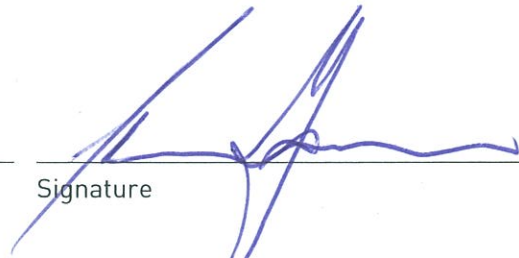
John Gorman
President and Chief Executive Officer

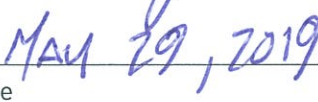
Canadian Nuclear Association
130 Albert Street, Suite 1610
Ottawa, ON K0A 3H0


Signature


Date




Signature


Date

