

No. 16260

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

Arrangement relating to atomic energy: technical information exchange and development of safety criteria. Signed at Bethesda, United States of America, on 13 March 1975

Authentic text: English.

Registered by the United States of America on 27 January 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

Arrangement relatif à l'énergie atomique : échange de renseignements techniques et mise au point de critères de sûreté. Signé à Bethesda (États-Unis d'Amérique) le 13 mars 1975

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

ARRANGEMENT¹ BETWEEN THE HEALTH AND SAFETY EXECUTIVE FOR GREAT BRITAIN AND THE NUCLEAR REGULATORY COM- MISSION OF THE UNITED STATES OF AMERICA

The Health and Safety Executive (hereinafter referred to as “the Executive”) and the Nuclear Regulatory Commission (hereinafter referred to as “the Commission”) have reached the following understanding on a continuing exchange of information on significant matters pertaining to the safety of nuclear installations and on collaboration in the development of regulatory safety criteria:

Section 1. TECHNICAL AND OTHER INFORMATION TO BE EXCHANGED

1. Subject to paragraph 2 below, the Parties will communicate to each other:

- a) reports, studies and assessments emanating from, and actions and decisions taken by, the Commission or the Executive, as the case may be, relating to or which may affect the safety aspects of design, construction, commissioning, operating or de-commissioning, or the licensing or regulatory control, of nuclear installations in general or of any particular installation specified by the recipient of information (hereinafter referred to as “specified installations”);
- b) information imparted to the Commission or the Executive, as the case may be, by operators of specified installations or by any other person relating to the safety aspects of design, construction, commissioning, operation or de-commissioning, or the licensing or regulatory control of those installations, provided that the person imparting the information consents to its being communicated to the other Party. Where such consent is required, the Parties will endeavour, as far as possible, to establish routine procedures with their sources for the supplying of such information on a regular basis under this Arrangement. However, such consent may be dispensed with if the Party communicating such information is specifically vested by law with the right to communicate such information without consent;
- c) reports of, and information concerning, hearings and enquiries whether judicial or not, relating to or which may affect any aspect of nuclear safety or have a bearing on the safety aspects of the construction or operation of nuclear installations in the State concerned.

2. However, either Party may refuse to provide any particular information or information in general if:

- a) that Party, in its absolute discretion, considers that the production of such information might prejudice national security, should be withheld in the public interest, or could be commercially damaging; or
- b) information requested concerns a matter falling outside the field of responsibility of the Commission or Executive as the case may be.

Section 2. COLLABORATION IN DEVELOPMENT OF REGULATORY SAFETY CRITERIA

The Parties will cooperate in the development of regulatory safety criteria for nuclear installations in the following ways:

¹ Came into force on 13 March 1975 by signature, in accordance with section 6 (1).

- a) each Party will inform the other of work that is being undertaken or planned in this field, and of the approximate programme of such work;
- b) the Parties will endeavour to reach agreement as to programmes and projects in this field which are to be undertaken by the Parties or by one of them for their common benefit;
- c) the Parties will provide each other with copies of codes, manuals or other documents setting out regulatory safety criteria in their respective countries.

Section 3. ADMINISTRATION

1. The exchange of information may be effected by post, telex, telephone or other appropriate means and by visits and meetings.

2. The Parties will arrange meetings to review the operation of the present Arrangement. Unless the Parties otherwise agree, such meetings will take place at least once in every period of twelve months and the agenda for such meetings will be agreed in advance.

3. Each Party will designate a Technical Liaison Officer to supervise its responsibilities under the present Arrangement. All documents will be sent to the Technical Liaison Officer, unless the Parties otherwise agree. The Technical Liaison Officer will be responsible for the detailed application of the present Arrangement, including the designation of "specified installations". He will ensure, with his counterpart, that a reasonably balanced equitable exchange of information is achieved and maintained. He will provide his counterpart, once in every six months, with a list of titles of documents provided under the present Arrangement during the preceding six months.

4. Any visit to be made under the present Arrangement will take place only after consultation with the Technical Liaison Officer.

5. The Parties will make detailed arrangements for the execution of any programme or project agreed upon in accordance with section 2(b). Such arrangements may include the use of test facilities and computer programmes owned by either Party. They will also provide for the sharing of costs incurred and may provide for the assignment of personnel.

6. Unless otherwise agreed, each Party will bear the costs incurred by it in implementing the present Arrangement, including travel expenses and subsistence allowances and transport costs for apparatus and equipment sent into the territory of the other party.

Section 4. USE OF INFORMATION

1. Information received by each Party to the present Arrangement may be disseminated freely without further permission of the other Party, unless it is restricted or confidential information supplied by the sending Party on condition that the receiving Party protect it from unauthorized disclosure. Such information will be clearly identified by the sending Party with special stamps or other bold lettering.

Such restricted or confidential information will not be disseminated:

- a) on the United States of America side, outside the Nuclear Regulatory Commission;
- b) on the Great Britian side, outside the Executive.

2. A Party making use of information supplied under the present Arrangement does so at his own risk.

Section 5. COMPATIBILITY WITH NATIONAL LAWS

Nothing contained in the present Arrangement will require either Party to do anything which would be inconsistent with its laws and regulations. Should any concern arise about a possible conflict between the terms of the present Arrangement and those laws and regulations, the Parties will consult regarding the basis of the concern.

Section 6. DURATION AND TERMINATION

1. Unless previously terminated by one of the Parties, the present Arrangement will continue in effect for a period of five years from the date of signature, and may be extended thereafter by mutual agreement.

2. Either Party may terminate the present Arrangement on giving 30 days' notice to the other Party.

Section 7. ASSISTANCE IN GAINING INFORMATION FROM THIRD PARTIES

Each Party will use its best endeavours to assist the other Party in obtaining information related to information covered by the present Arrangement from third Parties.

Section 8. INTERPRETATION

For the purpose of the present Arrangement:

“Nuclear installations”, in relation to facilities within Great Britain, has the meaning assigned to it in the Nuclear Installations Act 1965 and the Nuclear Installations Regulations 1971, but excludes any installation operated by or for the United Kingdom Atomic Energy Authority or any Government Department; and, in relation to facilities within the United States of America, means installations at which licensed activities, as provided for in the Atomic Energy Act of 1954, are conducted.

“Operator”, in relation to Great Britain, means a licensee within the meaning assigned to that term in the Nuclear Installations Act 1965; and, in relation to the United States of America, means a person licensed either to operate the licensed installation or to possess nuclear material as provided for in the Atomic Energy Act 1954.

DONE in Bethesda, Maryland, on the thirteenth day of March, 1975.

For the Health
and Safety Executive:

By: [Signed]
Mr. ERIC CHARLES WILLIAMS

Title: Member of the Health and Safety
Executive

For the Nuclear
Regulatory Commission:

By: [Signed]
General LEE V. GOSSICK

Title: Acting Executive Director for
Operations