

No. 19703

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**UNITED STATES OF AMERICA  
and  
FRANCE**

**Arrangement for the exchange of technical information and  
co-operation in the regulation of nuclear safety. Signed  
at Paris on 25 October 1979**

*Authentic texts: English and French.*

*Registered by the United States of America on 27 March 1981.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
FRANCE**

**Arrangement pour l'échange d'informations techniques et la  
coopération en matière de réglementation de sûreté  
nucléaire. Signé à Paris le 25 octobre 1979**

*Textes authentiques : anglais et français.*

*Enregistré par les États-Unis d'Amérique le 27 mars 1981.*

# ARRANGEMENT<sup>1</sup> BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE FRENCH MINISTÈRE DE L'INDUSTRIE (M.I.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN THE REGULATION OF NUCLEAR SAFETY

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the French Ministère de l'Industrie (hereinafter called the M.I.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on June 28, 1974, between the United States Atomic Energy Commission and the French Ministère de l'Industrie et de la Recherche (M.I.R.),<sup>2</sup> but continued after January 19, 1975, as between the U.S.N.R.C. and the M.I.R.;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement and, accordingly, having continued their cooperation pending the execution of this Arrangement;

Have agreed as follows:

## I. SCOPE OF THE ARRANGEMENT

To the extent that the U.S.N.R.C. and the M.I. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

- A. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.
- B. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
- C. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the M.I. as similar to certain facilities being built or planned in France and equivalent documents on such French facilities.
- D. Information concerning reactor safety research results that requires early attention in the interest of public safety, along with an indication of significant implications.
- E. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

<sup>1</sup> Came into force on 25 October 1979 by signature, in accordance with paragraph IV.1.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1066, p. 297.

- F. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.
- G. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.
- H. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

## II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, 250 words or less, describing its scope and content.

II.4 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

II.5 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.6 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between

the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

### III. EXCHANGE AND USE OF INFORMATION

III.1 *General*. In general, information received by each party to the Arrangement may be disseminated freely without further permission of the other party, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder.

III.2 *Definitions (as used in Article III)*. *a*. The term “information” means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

*b*. The term “proprietary information” means information which contains trade secrets or commercial or financial information which is privileged or confidential.

*c*. The term “other confidential or privileged information” means information, other than “proprietary information”, which is protected from public disclosure under the laws and regulations of the country providing the information or by policy decision of the party providing the information which has been transmitted and received in confidence.

III.3 *Marking Procedures for Documentary Proprietary Information*. A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, *provided* such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

“This document contains proprietary information furnished in confidence under an Arrangement dated \_\_\_\_\_ between the United States Nuclear Regulatory Commission and the French Ministère de l’Industrie and shall not be disseminated outside these organizations, their consultants and contractors, and concerned departments and agencies of the Government of the United States and the Government of France without the prior approval of (*name of submitting party*). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.”

III.4 *Dissemination of Documentary Proprietary Information*. *a*. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

*b*. In addition, proprietary information may be disseminated without prior consent to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party’s nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; *provided* that any dissemination of proprietary information under *b* shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

*c*. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary

information more widely than otherwise permitted in subsections *a* and *b*. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

**III.5 *Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature.*** A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, *provided* such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating that the information is submitted under the condition that it be maintained in confidence.

**III.6 *Dissemination of Other Confidential or Privileged Information of a Documentary Nature.*** Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4.

Dissemination of Documentary Proprietary Information. In addition, other confidential or privileged information may be disseminated

- (a) To organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such confidential or privileged information is used only within the terms of the permit or license; and
- (b) To contractors of organizations identified in (a), above, for use only in work within the scope of the permit or license granted to such organizations;

*Provided* that any dissemination of confidential or privileged information under (a) and (b), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

**III.7 *Non-Documentary Proprietary or Other Confidential or Privileged Information.*** Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; *provided*, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

**III.8 *Consultation.*** If, nevertheless, wider dissemination than otherwise permitted in this Arrangement without approval from the sending party is requested from the receiving party in pursuance of its own national law, the receiving party undertakes to inform at once the sending party and if necessary to put before competent authority appropriate arguments for non-dissemination.

**III.9 *Other.*** Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

#### IV. FINAL PROVISIONS

**IV.1** This Arrangement shall enter into force upon signature and, subject to paragraph IV.2 of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

IV.2 Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

SIGNED in Paris, France, on the 25th day of October 1979.

Pour le Ministre et par délégation :

Le Chef du Service Central  
de Sûreté des Installations Nucléaires,<sup>1</sup>

[Signed]

CHRISTIAN DE TORQUAT  
On behalf of the French Ministère  
de l'Industrie

[Signed]<sup>2</sup>

On behalf of the United States Nuclear  
Regulatory Commission

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<sup>1</sup> For the Minister and by proxy, Head of Central Safety Services for nuclear facilities.

<sup>2</sup> Signed by Richard T. Kennedy.