

No. 26528

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

**Arrangement for the exchange of technical information and
cooperation in nuclear safety matters. Signed at Wash-
ington on 15 May 1981**

Authentic text: English.

Registered by the United States of America on 27 April 1989.

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

**Arrangement concernant l'échange de renseignements tech-
niques et la coopération en matière de sécurité nu-
cléaire. Signé à Washington le 15 mai 1981**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 avril 1989.

ARRANGEMENT¹ BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (N.R.C.) AND THE HEALTH AND SAFETY EXECUTIVE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (EXECUTIVE) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the N.R.C.) and the Health and Safety Executive of the United Kingdom of Great Britain and Northern Ireland (hereinafter called the Executive);

They or their predecessors having cooperated under the terms of a five-year Arrangement for similar exchange and cooperation in development of safety standards, originally signed on March 13, 1975;²

Having indicated their desire to continue this exchange and cooperation;

Have agreed as follows:

Section 1. TECHNICAL AND OTHER INFORMATION TO BE EXCHANGED

1.1 To the extent that the Executive and the N.R.C. are permitted to do so under the laws and regulations of their respective countries, the participants agree to exchange the following information on matters pertaining to the safety of nuclear installations, subject to paragraph 1.2:

- a) Reports, studies and assessments emanating from, and actions and decisions taken by, the N.R.C. or the Executive, as the case may be, relating to or which may affect the safety aspects of design, construction, commissioning, operation or decommissioning, or the licensing or regulatory control, of nuclear installations in general in the United States of America or, as the case may be, in Great Britain, specified by the recipient of information (hereinafter referred to as "specified installations");
- b) Information imparted to the N.R.C. or the Executive, as the case may be, by operators of specified installations or by any other persons relating to the safety aspects of design, construction, commissioning, operation or decommissioning, or the licensing or regulatory control of those installations;
- c) Reports of, and information concerning, hearings and inquiries 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 countries of the parties to this Arrangement.

1.2 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 its national security, should be withheld in the public interest, or could be commercially damaging; or

¹ Came into force on 15 May 1981 by signature.

² United Nations, *Treaty Series*, vol. 1068, p. 417.

- b) The information requested concerns a matter falling outside the field of responsibility of the N.R.C. or the Executive, as the case may be.

Section 2. ADMINISTRATION

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

2.2 The participants will arrange meetings to review the operation of the present Arrangement. Unless the participants 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.

2.3 Each participant 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 participants 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.

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

2.5 Unless otherwise agreed, each participant 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 participant.

Section 3. USE OF INFORMATION

3.1 Subject to paragraphs 2 and 3 of this section, a participant receiving proprietary, or privileged information, or information designated as confidential under this Arrangement shall respect its proprietary or confidential nature provided such information is clearly marked so as to indicate its proprietary, privileged or confidential nature and is accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

3.2 Proprietary, or privileged information, or information designated as confidential received under this Arrangement may be freely disseminated by the receiving participant without the prior consent of the sending participant:

- a) To persons within or employed by the receiving participant and to concerned Government departments and Government agencies in the country of the receiving participant;
- b) To each participant's own contractors or consultants and to other persons or organizations for use only in work required under the terms of nuclear installations contracts or licenses for the protection of the health and safety of the public, if that person or organization:
 - i) Satisfies the receiving participant that special circumstances exist in which it is appropriate and necessary for that person or organization to have access to that information; and

- ii) Enters into an agreement with the receiving participant under which the confidentiality of the information is protected to at least the extent to which it would be protected if that person or organization were a participant in the present Arrangement.

3.3 The receiving participant may disseminate any proprietary or privileged or other information designated as confidential more widely than is permitted by this section if that participant has first obtained the written consent of the sending participant. The participants shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination.

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

3.5 Nothing contained in this Arrangement shall preclude a participant from using or disseminating information received without restriction by a participant from sources outside of this Arrangement.

Section 4. COMPATIBILITY WITH NATIONAL LAWS

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

4.2 No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should it become necessary in the future to exchange such information, the two participants will consult.

Section 5. DURATION AND TERMINATION

5.1 The information exchange shall enter into force upon signature and shall remain in force for five years unless extended for a further period of time by agreement of the participants.

5.2 Either participant may withdraw from the present Arrangement after giving the other participant written notice 90 days prior to the intended date of withdrawal.

Section 6. ASSISTANCE IN GAINING INFORMATION FROM THIRD PARTIES

Each participant will use its best endeavors to assist the other participant in obtaining from third parties information related to that covered by the present Arrangement.

Section 7. INTERPRETATION

For the purpose of the present Arrangement:

a) "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 and the Energy Reorganization Act of 1974, as amended, are conducted.

b) "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 of 1954 and the Energy Reorganization Act of 1974, as amended.

DONE at Washington, D.C., on the fifteenth day of May 1981.

For the Health and Safety
Executive:

[Signed]

By: RONALD GAUSDEN

Title: Chief Inspector, Nuclear Instal-
lations Inspectorate

For the Nuclear Regulatory
Commission:

[Signed]

By: JOSEPH M. HENDRIE

Title: Chairman