

**ARRANGEMENT
FOR THE EXCHANGE OF INFORMATION AND
CO-OPERATION IN THE AREA OF REGULATION OF SAFE
NUCLEAR ENERGY USE FOR PEACEFUL PURPOSES**

BETWEEN

THE OFFICE FOR NUCLEAR REGULATION OF GREAT BRITAIN

AND

ENVIRONMENTAL PROTECTION AGENCY OF IRELAND

In consideration of the mutual interest of the Office for Nuclear Regulation of Great Britain and the Environmental Protection Agency of Ireland (each singly a "Participant" and together the "Participants") in exchanging information concerning the regulation of the safety of nuclear installations, the Participants have reached the following understandings:

Paragraph 1 Information to be exchanged

- (1) Subject to Paragraphs 3 and 4 below, the Participants will exchange safety-related information concerning the regulation of any of the following matters, that is to say, siting, construction, commissioning, operation, radioactive waste management and decommissioning of civil nuclear installations in relation to which they have responsibilities.
- (2) The information referred to in the preceding sub-paragraph includes in particular:
 - a) legislative instruments, codes, standards, criteria and guides;

- b) licensing, enforcement and inspection procedures;
- c) technical reports, incident reports and safety assessments made or received by either Participant;
- d) procedures intended to reduce exposure of persons to ionising radiations;

and

- e) information on safety related research.

Paragraph 2 **Definitions**

For the purpose of this Arrangement -

a) the expression "nuclear installations" means any stationary installation for the production or fission of nuclear fuel, or for the processing of irradiated nuclear fuel, or radioactive waste, or for the storage or management of radioactive waste;

b) the expression "safety-related" means related to nuclear safety and does not include other aspects of safety;

c) the expression "person" includes a body of persons corporate and unincorporate;

and

d) in paragraph 3(r) the expression "administration in the United Kingdom" means –

- (i) The Government of the United Kingdom of Great Britain and Northern Ireland;

- (ii) The Scottish Government;
- (iii) The Welsh Assembly Government; or
- (iv) The Northern Ireland Executive.

Paragraph 3 **Excepted information**

Nothing in this Arrangement will prevent either Participant from withholding any information for any reason including, but not limited to, where that information:

- a) is information whose disclosure is restricted in accordance with the legal system of that Participant's country;
- b) were it to be disclosed would cause or risk prejudice to the national security or defence of Ireland or of the United Kingdom of Great Britain and Northern Ireland including its Crown dependencies or overseas territories;
- c) were it to be disclosed would cause or risk prejudice to the economic interests of Ireland or of the United Kingdom of Great Britain and Northern Ireland ;
- d) were it to be disclosed would cause or risk prejudice to the international relations of Ireland or of the United Kingdom of Great Britain and Northern Ireland ;
- e) is confidential information obtained from a state which is not a Participant to this Arrangement or from an international organisation or international court;
- f) were it to be disclosed would cause or risk prejudice to any investigation or legal or other proceedings, being conducted by

the authorities of either Participant's country, including by any police, prosecuting or other enforcing authority;

- g) were it to be disclosed would cause or risk prejudice to the prevention or detection of crime, the apprehension or prosecution of offenders, or the administration of justice or any other law enforcement or regulatory activity;
- h) is contained in any document relating to legal or administrative proceedings;
- i) relates to the formulation or development of policy by the government of either Participant's country;
- j) were it to be disclosed would cause or risk prejudice to the effective conduct of public affairs in either Participant's country, or would be likely to inhibit the free and frank provision of advice (including legal advice), or the free and frank exchange of views for the purpose of deliberation by or communication between holders of public office;
- k) is personal information about any person (including a deceased person) or information disclosure of which would constitute or could facilitate an unwarranted invasion of privacy;
- l) is obtained by either Participant from any other person (including another public authority), where the disclosure of information by the Participant would constitute a breach of confidence;
- m) is information in respect of which a claim to legal professional privilege or equivalent in either Participant's country could be maintained in legal proceedings, or in respect of which disclosure would constitute or be punishable as a contempt of court;

- n) constitutes a trade secret or information, should it be disclosed would cause or risk prejudice to the commercial interests of any person;
 - o) is information disclosure of which is prohibited by or under any enactment, rule of law, or international obligation, including, any European Community or European Union obligations;
 - p) contains material relating to a matter outside the Participant's authority to disseminate;
 - q) is information intended for future publication;
 - r) is information which would cause or risk prejudice to relations between any administration in the United Kingdom;
 - s) is information relating to public audit functions;
- or
- t) is information which is required to be withheld for the purpose of avoiding an infringement of the privileges of either House of the United Kingdom Parliament.

However, any information that is made public in either Participant's country will be available to the other Participant.

Each Participant may provide abridged documents, if necessary.

Paragraph 4 **Use of information**

- (1) Information received by either Participant under this Arrangement may be disseminated freely without further permission of the other Participant, except information designated as being in confidence. Unless otherwise decided by both Participants such confidential information will not be brought to the knowledge of any person outside:
- a) with respect to the Environmental Protection Agency, the Government of Ireland and the Environmental Protection Agency and its external Technical Support Organisations; and
 - b) with respect to the Office for Nuclear Regulation, any administration in the United Kingdom, as defined in paragraph 2(d), the Office for Nuclear Regulation and its external Technical Support Organisations.

Such information will be clearly identified as confidential by the sending Participant with special stamps or other bold lettering.

- (2) In addition, each Participant will ensure that;
- a) it does not disclose any information that would prejudice its statutory functions or enforcement capacity; and
 - b) at the same time it does not restrict access to information to which the public may in any event be entitled to receive.
- (3) Each Participant making use of information supplied under this Arrangement does so at its own risk.

Paragraph 5 **Information from other sources**

Each Participant will use its best endeavours to assist the other, so far as practicable, to obtain any safety-related information concerning any of the matters referred to in Paragraph 1 above from other sources in its respective country.

Paragraph 6 **Administration**

- (1) The exchange of information may be effected by post, facsimile, eMail, telephone or other appropriate means and by visits and meetings, bearing in mind the confidentiality associated with the information.
- (2) Each Participant will designate an Administrator to supervise its responsibilities under this Arrangement. All information to be exchanged will be sent to or otherwise communicated to the Administrators unless the Participants decide otherwise.
- (3) Any meetings or visits in relation to this Arrangement will take place only after consultation between the Administrators, and as the Participants jointly decide are necessary and after all relevant procedures have been followed.
- (4) This Arrangement represents an administrative commitment between the Participants and does not constitute a legally binding agreement.
- (5) Any dispute arising under the Arrangement will be settled by consultations between the Participants.

Paragraph 7 **Peaceful Uses of Information and Results**

The Participants will ensure that the information received, or the results of the activities carried out by them under this Arrangement, are used exclusively for peaceful purposes.

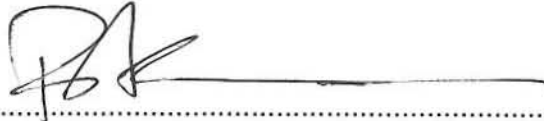
Paragraph 8 **Commencement and Duration of this Arrangement**

- (1) This Arrangement which replaces the Information Exchange Arrangement between the Radiological Protection Institute of Ireland signed and exchanged on 1st February 2011, will come into effect immediately upon having been signed on behalf of both Participants and, subject to sub-paragraph 2 below -
 - a) will continue to have effect for five years from the date of its being so signed; and
 - b) may be extended thereafter in writing by mutual decision of the Participants.
- (2) This Arrangement may at any time be discontinued by either Participant by giving at least thirty days notice in writing to the other.
- (3) The Participants may mutually decide in writing to amend or supplement this Arrangement.

SIGNED

Bootle, England..... on21 MARCH.....2016

For the Office for Nuclear Regulation of Great Britain



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Dr Richard Savage, Chief Nuclear Inspector

SIGNED

Dublin, Ireland..... on23rd March.....2016

For Environmental Protection Agency of Ireland



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Dr Ann McGarry, Director of the Office of Radiological Protection