

ARRANGEMENT BETWEEN

THE OFFICE FOR NUCLEAR REGULATION OF GREAT BRITAIN

AND

THE NATIONAL NUCLEAR REGULATOR OF THE REPUBLIC OF
SOUTH AFRICA

FOR THE EXCHANGE OF INFORMATION AND CO-OPERATION IN THE AREA
OF NUCLEAR SAFETY MATTERS

In consideration of the mutual interest of the Office for Nuclear Regulation of Great Britain and the National Nuclear Regulator of the Republic of South Africa (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) The Participants plan (subject to Paragraphs 3 and 4 below) to exchange safety-related information concerning the regulation of any of the following matters: 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) “nuclear installations” means any stationary installation for the production of 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) “safety related” means related to nuclear safety and does not include other aspects of safety;
 - c) “person” includes a body of persons corporate and unincorporate;
- and
- d) “administration in Great Britain” in paragraph 3(r) 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

The Participants do not intend to exchange any information which:

- 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 the Republic of South Africa or of the United Kingdom including its Crown dependencies or overseas territories;
- c) were it to be disclosed would cause or risk prejudice to the economic interests of either Participant;
- d) were it to be disclosed would cause or risk prejudice to the international relations of either Participant;
- e) is information obtained in confidence 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 formation 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 or African 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 Great Britain and any other such administration in the United Kingdom or in the Republic of South Africa;
 - s) is information relating to public audit functions;
 - 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 or the Parliament of the Republic of South Africa;
- or
- u) is information the disclosure of which either Participant considers would be otherwise injurious to the public interest.

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 the further permission of the other Participant, except information designated as being in confidence. Unless otherwise decided by both Participants, information designated as being provided in confidence should not be disclosed to third parties without the prior written consent of the providing Participant.
- (2) Information provided in confidence should be clearly identified as confidential by the sending Participant with special stamps or other bold lettering.
- (3) Each Participant making use of information supplied under this Arrangement does so at its own risk.
- (4) To the maximum extent permitted by the laws and regulations of its respective country, each Participant should protect from unauthorized disclosure information received in confidence from the other Participant

Paragraph 5

Information from other sources

Each Participant intends to 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 any information transferred between the Participants.

- (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.

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

All activities carried out under this Arrangement are exclusively for peaceful purposes.

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

- (1) Cooperative activities under this Arrangement are to commence immediately upon having been signed on behalf of both Participants and, subject to sub-paragraph 2 below –
 - a) continue for five years, 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 Participant.
- (3) The Participants may mutually decide in writing to revise this Arrangement.

SIGNED IN DUPLICATE AT

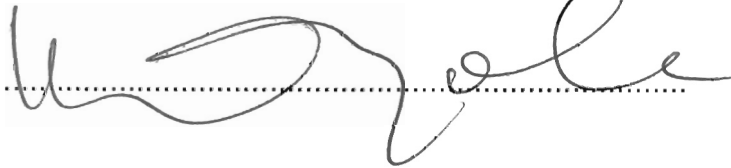
Vienna, Austria on 24th of September 2014

For the Office for Nuclear Regulation



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal dotted line.

For National Nuclear Regulator of the Republic of South Africa



A handwritten signature in black ink, featuring a large, stylized 'W' or 'M' shape followed by a long horizontal stroke, positioned above a horizontal dotted line.