

MEMORANDUM OF UNDERSTANDING
FOR COOPERATION AND EXCHANGE OF INFORMATION
IN NUCLEAR REGULATORY MATTERS
BETWEEN
THE PRESIDENT OF THE NATIONAL ATOMIC ENERGY AGENCY OF THE
REPUBLIC OF POLAND
AND
OFFICE FOR NUCLEAR REGULATION
OF GREAT BRITAIN

WHEREAS the President of the National Atomic Energy Agency of the Republic of Poland (PAA) and the Office for Nuclear Regulation of Great Britain (ONR), hereinafter referred to as the "Participants", wish to conclude a Memorandum of Understanding for cooperation and exchange of information in nuclear regulatory matters,

WHEREAS article 110 paragraph 10 of the Atomic law act allows the President of PAA to enter into international cooperation with the relevant departments of other countries and international organizations in the field covered by this Act,

RECALLING, in relation to the ONR section 87 of the Energy Act 2013. ;

WHEREAS it is in the mutual interest of both Participants to conclude an arrangement for the exchange of information, contemplating the exchange of the Participants' personnel, training of personnel and assistance in the field of nuclear regulation; The Participants have reached the following understanding:

ARTICLE I
INFORMATION TO BE EXCHANGED

- (1) Each Participant may request safety-related information from the other Participant on any matter related to the peaceful use of nuclear energy within the other Participant's jurisdiction, including, but not limited to information on:
 - (a) new nuclear power plant designs;
 - (b) siting, construction, commissioning, operation, and decommissioning of nuclear installations;

- (c) legislation, regulations, licences, regulatory codes, standards, criteria and guides;
 - (d) technical reports and nuclear safety assessments, including those related to radiological safety;
 - (e) nuclear incident and accident reports, and, in particular, information concerning any event that has a major radiological significance and the remedial actions undertaken in response;
 - (f) safety-related research in connection with licensing and regulatory control of nuclear installations;
 - (g) radiation protection and physical protection of high activity sources;
 - (h) storage, discharge and treatment of radioactive waste;
 - (i) regulation of radioactive waste management;
 - (j) communication projects and strategies in the nuclear regulatory field.
- (2) Each Participant will use its best efforts to provide the information that may be requested by the other Participant pursuant to paragraph (1).
- (3) Either Participant may provide the other Participant with any information that it considers may be of interest to the other Participant, without receiving a request for that information.

ARTICLE II EXCEPTED INFORMATION

Each Participant's willingness to provide information pursuant to paragraph (2) of Article I is subject to:

- (a) the respective laws, regulations or policies which govern the Participants;
- (b) any other contract, agreement or commitment that binds Participants; and
- (c) the right to refuse to provide information that would be unreasonably difficult or costly to identify or provide, unless otherwise mutually understood between the Participants.

ARTICLE III USE OF INFORMATION

- (1) Each Participant may freely disseminate any information received from the other Participant under this Memorandum of Understanding without obtaining any other permission of the other Participant except information that has been provided in confidence.
- (2) Each Participant may clearly identify, on any information that it may provide to the other under this Memorandum of Understanding, that the information is provided in confidence and may impose restrictions on the use and dissemination of the information.

- (3) Each Participant will use its best effort to assure confidentiality of any information that it receives from the other Participant that is identified as being confidential or otherwise classified, as well as any restrictions on its use and dissemination.
- (4) Each Participant using any information that is provided to it under this Memorandum of Understanding will assume all risks incurred by its use and will hold the other Participant harmless for any damages incurred.
- (5) This Memorandum of Understanding cannot be used as basis for the exchange of classified information.

ARTICLE IV PEACEFUL USES OF INFORMATION AND RESULTS

Information and the results of activities carried out by the Participants under this Memorandum of Understanding, will be used exclusively for peaceful purposes.

ARTICLE V EXCHANGE OF PERSONNEL

- (1) Each Participant may request the other Participant to accept temporary visits from members of the requesting Participant's personnel, or of an institution sponsored by the requesting Participant. The visits will be carried out for the purpose of exchanging information or of training on technical regulatory issues.
- (2) Each Participant will use its best efforts to accommodate the visit that may be requested by the other Participant pursuant to the above paragraph (1).
- (3) Exchanges of personnel and visits involving personnel of an institution sponsored by a Participant may be the subject of a separate arrangement between the Participants.

ARTICLE VI FINANCIAL ASPECTS

Unless otherwise mutually agreed between the Participants, each Participant will be solely responsible for its own participation costs under this Memorandum of Understanding, including those incurred by its coordinator in performing his or her responsibilities.

**ARTICLE VII
ADMINISTRATION**

- (1) Each Participant will appoint a coordinator to act as a point of contact to implement, and administer this Memorandum of Understanding. Each Participant will, upon signing this Memorandum of Understanding, notify the other Participant of the name of the person it has appointed as its coordinator.
- (2) Each Participant will, forthwith, notify the other Participant of any change of the coordinator and will communicate, at the same time, the name of the new appointed coordinator.
- (3) Unless otherwise requested by the other Participant, all requests for information and exchanges of information provided under this Memorandum of Understanding will be made or provided to the coordinator of the other Participant.
- (4) Each Participant will use its best efforts to ensure that cooperation and information exchange under this Memorandum of Understanding is conducted in English.

**ARTICLE VIII
SETTLEMENT OF DISPUTES**

Any dispute arising between the Participants concerning the interpretation or implementation of this Memorandum of Understanding will be settled amicably through mutual consultation or negotiation between the Participants.

**ARTICLE IX
AMENDMENT**

- (1) This Memorandum of Understanding may be amended in writing, with the amendment signed by the Participants in the same manner as this Memorandum of Understanding.
- (2) Any amendment will enter into effect on the date of its signature on behalf of both Participants.

**ARTICLE X
ENTRY INTO EFFECT**

This Memorandum of Understanding will come into effect upon signature by both Participants.

**ARTICLE XI
DISCONTINUANCE**

This Memorandum of Understanding will be discontinued when either Participant gives notice to the other Participant of its decision to discontinue it. The Memorandum of Understanding will be discontinued three months following the date of receipt of the notice by the other Participant, unless the notice of discontinuance has been withdrawn by mutual understanding before the expiry of the period. In the event of discontinuance each Participant will continue to use its best endeavours to continue to give effect to the spirit of ARTICLE III to information that has been shared in accordance with that Article.

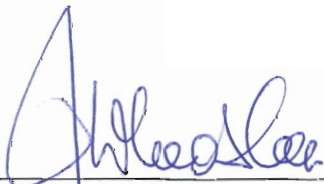
**ARTICLE XII
NATURE OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding does not constitute an international agreement and does not create rights and obligations governed by the international law. The Memorandum of Understanding does not affect any other agreements that grant rights or impose obligations on PAA and ONR.

Signed at Vienna, on 24th September 2014 in duplicate, in the, Polish and English languages, both text being equally authentic.

For the President of the National Atomic
Energy Agency of the Republic of Poland:

For the Office for Nuclear Regulation of
the United Kingdom:



Janusz Włodarski
President



John Jenkins
Chief Executive Officer