



**Office for
Nuclear Regulation**



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

BETWEEN

THE OFFICE FOR NUCLEAR REGULATION OF GREAT BRITAIN (ONR)

AND

THE AUTORITÉ DE SÛRETÉ NUCLÉAIRE OF FRANCE (ASN)

In consideration of the mutual interest of the Office for Nuclear Regulation of Great Britain and the Autorité de Sûreté Nucléaire of France (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 and the transport of radioactive material in relation to which they have responsibilities. The exchange will also cover the transport of radioactive material not associated with the Nuclear Fuel Cycle eg Medical, Industrial Radiography and Research uses.
- (2) The information referred to in the preceding sub-paragraph includes in particular:
 - a) siting, construction, commissioning, operation, and decommissioning of nuclear installations;
 - b) the transport of radioactive material;
 - 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) safety regulation of radioactive waste management;
 - h) safety regulation of radioactive sources;
 - i) information of a regulatory interest relating to new reactor technologies;
 - j) joint and witnessed inspections of nuclear installations and manufacturing facilities in both countries.

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 unincorporated;
- 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.
- e) the expression ‘Bilateral Steering Committee’ means a meeting covering all areas and issues of mutual interest on nuclear safety regulation as part of efforts to enhance bilateral cooperation. The bilateral steering committee is intended to consist of high-level representatives of both sides, and meet in principle once a year, alternately in France and in the United Kingdom. The timing and location of bilateral steering committees will be determined through mutual consultation via the designated administrators of this arrangement.

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 France 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 France 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 France or of the United Kingdom of Great Britain and Northern Ireland;
- e) is confidential information obtained from a state which 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 and 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 or 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 Great Britain and any other such administration in the United Kingdom or in France;
 - 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 of the French 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 information designated as being in confidence will not be brought to the knowledge of any person outside:
 - (a) on the French side, the Government of France and the Autorite de Surete Nucleaire its external Technical Support Organisations; and
 - (b) on the British side, administration in the UK and the Office for Nuclear Regulation.

Such information will be clearly identified as being provided in confidence by the sending Participant with special stamps or other bold lettering.

- (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.
- (2) Each participant making use of information supplied under this Arrangement does so at its own risk.
- (3) Each participant will put into place reasonable measures so as to ensure that confidential information belonging to the other Participant is adequately protected.

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, 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.

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 Forms of Co-operation

The Participants will endeavour to co-operate on nuclear safety matters described in para 1-2, in the following manner, including but not limited to:

- a) Mutual assistance related to training of scientific and technical personnel;
- b) Exchange of personnel for courses, secondments and seminars;
- c) Setting up joint working groups to carry out specific collaboration activities on nuclear safety and related research;
- d) Exchange of information and documentation relating to the above-mentioned areas, as well as those mentioned in Paragraph 1;
- e) Other terms of co-operation identified by both Parties as necessary.

Paragraph 9 Expenses and costs

For exchange of visits, travel expenses, living expenses and accommodation shall be borne by the sending Party, unless otherwise agreed by the Parties.

In an event that either Party would be performing work at the request of the other, all expenses (inclusive consultants support) will be borne by the beneficiary Party.

Paragraph 10 Settlement of disputes

Any dispute between the Parties concerning the interpretation or implementation of this Arrangement shall be settled amicably through mutual consultation or negotiation between the Parties.

Paragraph 11 Amendments



This Arrangement may be amended or supplemented by mutual written consent and the related documents signed by the Parties in the same manner as this Arrangement. This is especially to be applied for the annex to the present arrangement which describes the cooperation actions to be taken for the upcoming two years (Annex to the arrangement for cooperation and the exchange information in the area of regulation of safe nuclear energy peaceful purposes between ONR and ASN: roadmap 2018-2020).

Paragraph 12 Commencement and Duration of this Arrangement

- (1) This Arrangement, which replaces the previous cooperation and Information Exchange Arrangement between the OFFICE OF NUCLEAR REGULATION OF GREAT BRITAIN and French ASN, as well as the framework for cooperation on nuclear safety regulation between ASN and ONR, 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 terminated 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 the Arrangement.

SIGNED IN DUPLICATE AT

In ASN, PARIS on 29th JUNE 2018

For the Office for Nuclear Regulation of Great Britain, ONR	For the Nuclear Safety Authority of France, ASN
	
Mark Foy, Chief Nuclear Inspector	Pierre-Franck Chevet, President