

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE FOR NUCLEAR REGULATION OF THE
UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND
AND
THE UNITED STATES
NUCLEAR REGULATORY COMMISSION
FOR THE EXCHANGE OF INFORMATION
AND
COOPERATION IN THE AREA OF REGULATION OF
SAFE NUCLEAR ENERGY USE FOR PEACEFUL
PURPOSES

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NUCLEAR ENERGY USE FOR PEACEFUL PURPOSES

Whereas the Office for Nuclear Regulation of the United Kingdom of Great Britain and Northern Ireland and the United States Nuclear Regulatory Commission (hereinafter referred to as the "Participants"), wish to enter into this Memorandum of Understanding (hereinafter the "Memorandum") for the exchange of information and cooperation in the area of regulation of safe nuclear energy use for peaceful purposes,

Having a mutual interest in the continuing development of the cooperative relationship and exchange of information and cooperation between the Participants pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety, security, the implementation of safeguards, and the environmental impact of nuclear facilities,

Having similarly cooperated under the terms of prior arrangements for the exchange of information and cooperation in the area of regulation of safe nuclear energy use for peaceful purposes, most recently the Memorandum signed at Rockville, Maryland October 15, 2020 and Bootle, United Kingdom October, 26, 2020 (the 2020 Memorandum); and,

Have reached the following understanding:

I. SCOPE OF THE MEMORANDUM

A. Unclassified Information Exchange

To the extent that the Participants are permitted to do so under the laws, regulations, and policies of their respective countries, they may cooperate and exchange unclassified information including but not limited to:

- the regulation and oversight of safety and security for nuclear facilities and radioactive materials;
- the implementation of safeguards;
- the environmental impact of nuclear facilities and radioactive materials;
- nuclear safety research programs;
- and licensing of advanced nuclear reactors and fuel fabrication facilities, and reprocessing and recycling facilities.

Examples of such information include but are not limited to:

1. Topical reports written by or for one of the Participants as a basis for, or in support of, regulatory decisions and policies.
2. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
3. Documents describing a Participant's process for licensing and regulating nuclear facilities and radioactive materials.
4. Information in the field of nuclear safety research either in the possession of one of the Participants or available to it. Each Participant intends to make its best efforts to exchange information concerning research results along with an indication of implications, for which early attention may be in the best interest of public safety.
5. Reports on operating experience for nuclear facilities and/or experience with radioactive materials, such as reports on nuclear incidents, accidents, shutdowns, and compilations of historical reliability data on components and systems.
6. Regulatory and oversight procedures for safety and security for nuclear facilities and radioactive materials, implementation of safeguards (materials accountancy and control), and environmental impact evaluations for nuclear facilities.
7. Early notification of important incidents and emerging technical issues that are of immediate interest to the Participants.

8. Consistent with Article I.D below, practical engagements in the review of license applications for advanced nuclear reactors and fuel fabrication facilities.
9. Collaboration on pre-application activities to ensure mutual preparedness to efficiently review advanced reactor and SMR designs.
10. Development of shared advanced reactor and SMR technical review approaches that facilitate resolution of common technical questions to facilitate regulatory reviews that address each Participant's national regulations.

B. Excepted information

Either Participant may decline to exchange requested information for the following reasons:

- a) The information requested relates to proliferation-sensitive technologies
- b) Either participant, in its absolute discretion, considers that disclosure of that information would contravene a legal requirement, be contrary to national laws and regulations, prejudice its national security, be commercially damaging or be otherwise injurious to its public interest;
- c) The information requested relates to a matter outside the Participant's field of responsibility; or
- d) The information requested is classed as export controlled within the Participants' countries unless a valid export license is acquired in advance in the exporting country.

C. Cooperation in Nuclear Safety Research

The terms of cooperation for joint programs and projects of nuclear safety research, or those programs and projects under which activities are divided between the Participants, including the use of test facilities and/or computer code sharing programs owned by either Participant, may be considered on a case-by-case basis and may be the subject of a separate arrangement.

D. Forms of Cooperation

The Participants will endeavour to cooperate on nuclear safety matters in the following manner, including but not limited to:

- a. Mutual assistance related to training and experience opportunities for each other's personnel
- b. Exchange of personnel for temporary assignments or secondments to be considered on a case-by-case basis. This may warrant a separate instrument between the Participants.

This will be subject to the availability of resources and appropriate funds, and unless otherwise decided, costs of salary, allowances, and travel of such

personnel are expected to be paid by the Participant that incurs them.

II. ADMINISTRATION

- A. The exchange of information may be effected by post, reports and other documents, email, telephone, or other appropriate means and by visits and meetings arranged in advance on a case-by-case basis. Meetings may be held to review the exchange of information and cooperation and discuss topics within the scope of the cooperation under this Memorandum, with meeting arrangements expected to be decided in advance.
- B. Each Participant is expected to designate an administrator to coordinate activities under this Memorandum. All information to be exchanged is expected to be sent to or otherwise communicated to the administrator unless the Participants decide otherwise. The administrator is expected to be responsible for development and coordination of the scope of any exchange. One or more coordinators may be appointed as direct contacts for specific disciplinary areas and are expected to ensure that the administrator receives copies of all transmittals.
- C. The application or use of any information exchanged between the Participants under this Memorandum is intended to 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.
- D. To the extent possible, each Participant intends to assist the other in obtaining information from other agencies and departments within its government.

III. EXCHANGE AND USE OF INFORMATION

A. General

- 1. Information received or exchanged by either Participant under this Memorandum may be disseminated freely without further permission of the other Participant, except information designated as being in confidence. This is subject to the requirements of their respective national laws, regulations, and policies, and the need to protect proprietary and other confidential or privileged information. Consistent with their respective national laws, regulations, and policies, the Participants may impose, on a case-by-case basis, additional restrictions on the dissemination of information beyond those identified in this Section.
- 2. In the event that activities under this Memorandum result or are expected to result in the creation of intellectual property, the treatment of such intellectual property, as well as the allocation of rights to such intellectual property, is expected to be addressed in separate instruments in connection with such activities.

3. The Participants intend that the information received, and the results of the activities carried out by them under this Memorandum, are used exclusively for peaceful purposes.

B. Definitions

1. "Information" means unclassified information relating to: the regulation and oversight of safety and security for nuclear facilities and radioactive materials; the implementation of safeguards; the environmental impact of nuclear facilities and radioactive materials; and nuclear safety research programs. It also includes scientific or research data, methods of assessment, or any other knowledge or information provided, created, or exchanged under this Memorandum.
2. "Proprietary information" means information that is provided, created, or exchanged under this Memorandum that contains trade secrets or other non-public commercial information.
3. "Other confidential or privileged information" means non-public information other than "proprietary information" that is protected from public disclosure under the laws, regulations, or policies of the country of the Participant transmitting the information under this Memorandum.

C. Documentary Proprietary Information

1. A Participant receiving documentary proprietary information is expected to respect the confidential or privileged nature of such information.
2. Marking Procedures for Documentary Proprietary Information
 - a. A Participant transmitting documentary proprietary information under this Memorandum should clearly mark proprietary information on each page of the document with:

"Proprietary Information: Do not share without the written consent of (insert name of transmitting Participant)"

- b. The receiving Participant should not make public any documentary proprietary information bearing this restrictive legend or otherwise disseminate the documentary proprietary information in any manner inconsistent with this Memorandum without the prior written consent of the transmitting Participant.
 - c. The receiving Participant should confirm that this restrictive legend appears on any photocopy or other reproduction of documents containing documentary proprietary information made by the receiving Participant.
 - d. In the event that the transmitting Participant shares documentary proprietary information without the restrictive legend, the transmitting

Participant should inform the receiving Participant at the earliest possible opportunity and provide the receiving Participant with properly marked documents bearing the restrictive legend.

- e. The receiving Participant should make its best efforts to gather and prevent the further dissemination of the improperly marked documents containing proprietary information and replace them with properly marked documents.
- f. In the event that the receiving Participant shares documentary proprietary information in a manner that is inconsistent with this Memorandum, the receiving Participant should promptly notify the transmitting Participant.

3. Dissemination of Documentary Proprietary Information

- a. The receiving Participant may disseminate documentary proprietary information received under this Memorandum without the prior written consent of the transmitting Participant to employees of the receiving Participant, and to other agencies and departments of the government of the receiving Participant, provided that:
 - i. A case-by-case determination documents that such employees and other government agencies and departments have a need-to-know for the information to perform their official duties;
 - ii. The receiving Participant confirms that such employees and other government agencies and departments do not intend to use the documentary proprietary information for any non-governmental or commercial purpose; and
 - iii. Such documentary proprietary information bears the restrictive legend set forth in Section III.C.2.a of this Memorandum.
- b. The receiving Participant is expected to only disseminate documentary proprietary information more widely than otherwise permitted under the provisions set forth in this Memorandum, including to contractors and consultants of the receiving Participant, and to permittees or licensees of the receiving Participant, with the prior written consent of the transmitting Participant. The Participants intend to grant such approval to the extent permitted by their respective national laws, regulations, and policies, and provided that:
 - i. A case-by-case determination documents that such recipients have a need-to-know for the documentary proprietary information to carry out work solely within the scope of their work assignment, contract, permit, or license with the receiving Participant;
 - ii. Such recipients have executed a non-disclosure agreement;

- iii. Such recipients do not use such documentary proprietary information for any non-governmental or commercial purpose; and
- iv. Such recipients use the documentary proprietary information only for activities carried out under or within the terms of their specific work assignment, contract, permit or license.
- c. The Participants intend to consult and seek written clarification when questions arise as to the proper handling and dissemination of documentary proprietary information provided under this Memorandum.

D. Other Confidential or Privileged Information of a Documentary Nature

- 1. A Participant receiving other confidential or privileged information of a documentary nature intends to respect the confidential or privileged nature of such information.
- 2. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature
 - a. A Participant transmitting other confidential or privileged information under this Memorandum intends to confirm that any document containing such information is appropriately and clearly marked on each page of the document with the restrictive legend applicable to the type of other confidential or privileged information being transmitted in accordance with the transmitting Participant's national laws, regulations, and policies. The marking is expected to include the following restrictive legend:

“Confidential or Privileged Information (as appropriate): Do not share without the written consent of (insert name of transmitting Participant)”
 - b. The receiving Participant intends to confirm that the appropriate restrictive legend appears on any photocopy or other reproduction of documents containing other confidential or privileged information made by the receiving Participant.
 - c. The transmitting Participant intends to confirm that any other confidential or privileged information of a documentary nature transmitted under this Memorandum is accompanied by a statement that the information being transmitted is protected from public disclosure by the national laws, regulations, or policies of the government of the transmitting Participant and is being provided under the condition that the receiving Participant intends to afford the information substantially the same degree of protection afforded the information by the government of the transmitting Participant.
 - d. In the event that the transmitting Participant shares other confidential or privileged information of a documentary nature without the appropriate

restrictive legend for the type of information being transmitted, the transmitting Participant intends to inform the receiving Participant at the earliest possible opportunity and provide the receiving Participant with properly marked documents bearing the restrictive legend.

- e. The receiving Participant is expected to make its best efforts to gather and prevent the further dissemination of the improperly marked documents containing other confidential or privileged information and replace them with properly marked documents.
- f. In the event that the receiving Participant shares other confidential or privileged information of a documentary nature in a manner that is inconsistent with this Memorandum, the receiving Participant is expected to promptly notify the transmitting Participant.

3. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

- a. The receiving Participant may disseminate other confidential or privileged information of a documentary nature received under this Memorandum without the prior written consent of the transmitting Participant to employees of the receiving Participant, and to other agencies and departments of the government of the receiving Participant, provided that:
 - i. A case-by-case determination documents that such employees and other government agencies and departments have a need-to-know for the information to perform their official duties;
 - ii. The receiving Participant confirms that such employees and other government agencies and departments do not use the other confidential or privileged information contained in the documents for any non-governmental or commercial purpose; and
 - iii. Such documents containing the other confidential or privileged information bear the appropriate restrictive legend consistent with the provisions of Section III.D.2.a of this Memorandum.
- b. The receiving Participant is expected to only disseminate the documents containing the other confidential or privileged information more widely than otherwise permitted under the provisions set forth in this Memorandum, including to contractors and consultants of the receiving Participant, and to permittees or licensees of the receiving Participant, with the prior written consent of the transmitting Participant. The receiving Participant intends to abide by any restrictions on the dissemination of other confidential or privileged information of a documentary nature to third parties established by the transmitting Participant.
- c. The Participants intend to consult and seek written clarification when questions arise as to the proper handling and dissemination of other

confidential or privileged information of a documentary nature shared under this Memorandum.

E. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided, obtained, or transmitted under this Memorandum is expected to be treated by the Participants according to the principles specified for proprietary information in Section III.C. and as specified for other confidential or privileged information in Section III.D. of this Memorandum; provided, however, that the transmitting Participant has placed the receiving Participant on notice as to the character of the proprietary or other confidential or privileged information disseminated.

F. Consultation

If, for any reason, one of the Participants becomes aware that it is, or may reasonably be expected to become, unable to meet any commitments under Section III of this Memorandum, it is expected to immediately inform the other Participant. The Participants intend thereafter to consult to determine an appropriate course of action.

G. Other

Nothing contained in this Memorandum precludes a Participant from using or disseminating information received without restriction from sources outside of this Memorandum.

IV. FINAL PROVISIONS

- A. The Participants intend to cooperate under this Memorandum in accordance with their respective laws, regulations, and policies. Should any conflict arise between the provisions of this Memorandum and those laws, regulations, or policies, the Participants should consult before any action is taken.
- B. The Participants may mutually decide, in writing, to modify or supplement this Memorandum. Any amendment becomes effective on the date of its signature on behalf of both Participants.
- C. Unless otherwise mutually determined, all costs resulting from cooperation pursuant to this Memorandum are the responsibility of the Participant that incurs them. The ability of the Participants to carry out their activities under this Memorandum is subject to availability of resources and appropriated funds by the appropriate governmental authority and to applicable laws, regulations and policies.
- D. This Memorandum becomes effective immediately upon signature by both Participants and supersedes the pre-existing Memorandum upon becoming effective.

- E. This Memorandum is intended to remain effective for five years from the date of it being signed.
- F. This Memorandum may at any time be discontinued by either Participant by giving at least 30 days' advance written notice to the other Participant.
- G. All information protected under this Memorandum is expected to continue to be protected consistent with the provisions of this Memorandum after this Memorandum has been discontinued, unless the Participants jointly determine otherwise in writing.

V. STATUS OF THIS MEMORANDUM

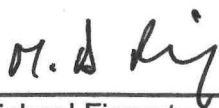
- A. This Memorandum of Understanding does not constitute a legally binding agreement and does not create rights and obligations on either Participant under domestic or international law.
- B. This Memorandum of Understanding does not affect any agreements that grant rights to or impose obligations on the Participants.

VI. SETTLEMENT OF DISPUTES

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

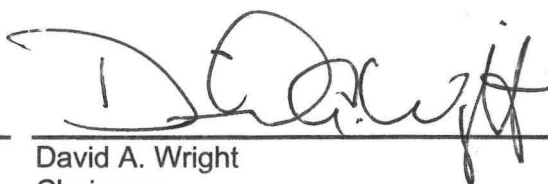
Signed at Vienna on this 15th day of September 2025, in duplicate, in the English language.

FOR THE OFFICE FOR NUCLEAR
REGULATION OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN
IRELAND:



Michael Finnerty
Chief Executive / Chief Nuclear Inspector

FOR THE UNITED STATES NUCLEAR
REGULATORY COMMISSION:



David A. Wright
Chairman