ARRANGEMENT FOR THE EXCHANGE OF INFORMATION AND CO-OPERATION IN THE REGULATION OF THE PEACEFUL USES OF NUCLEAR ENERGY

BETWEEN

FEDERAL AUTHORITY FOR NUCLEAR REGULATION OF THE UNITED ARAB EMIRATES

AND

THE OFFICE FOR NUCLEAR REGULATION OF THE UNITED KINGDOM

In consideration of the mutual interest of the Office for Nuclear Regulation of the United Kingdom (hereinafter referred to as "ONR") and the Federal Authority of Nuclear Regulation of the United Arab Emirates (hereinafter referred to as "FANR"), jointly referred to as "the Participants" or individually as "a Participant" in exchanging information and cooperating in the area of the regulation of the peaceful uses of nuclear energy, the Participants have reached the following understandings (the Arrangement):

Paragraph 1 <u>Information to be exchanged</u>

- (1) Subject to Paragraphs 3 and 4 below, the Participants will exchange safety-related information and cooperate, as appropriate, on any of the following matters in relation to which they have responsibilities:
 - a) Regulation of:
 - siting, construction, commissioning, operation, decommissioning of civil nuclear installations, including radioactive waste management facilities and fuel manufacturing facilities;
 - the transport of radioactive material;
 - radioactive sources;
 - nuclear safeguards;
 - b) Research conducted in connection with licencing and regulatory control of civil nuclear installations;
 - c) Regulatory interest relating to new reactor technologies;
 - d) Inspections of nuclear installations and enforcement approaches;
 and
 - e) Licensee performance assessment for nuclear installations.
- (2) The information referred to in the preceding sub-paragraph includes the following:

- a) legislation, regulations, licences, regulatory codes, guides, standards and criteria;
- technical reports and nuclear safety assessments, including those related to radiological safety;
- c) 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;
- d) safety-related research in connection with licensing and regulatory control of nuclear installations
- e) workshops, training and secondment of personnel.

Paragraph 2 <u>Definitions</u>

For the purpose of this Arrangement:

- a) the expression "nuclear installations" means any civil nuclear 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 but excludes defence installations;
- b) the expression "safety related" means related to nuclear and radiation safety and does not include other aspects of safety;
- c) the expression "person" includes a body of persons corporate and unincorporate;
- d) the expression "personal information" includes 'personal data' (as defined in the United Kingdom General Data Protection Regulation 2016/679) and also includes any personal information of a deceased individual.

and

e) 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 <u>Excepted information</u>

The Participants do not intend to exchange 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 United Arab Emirates or of the United Kingdom of Great Britain and Northern Ireland including its Crown dependencies or overseas territories;
- were it to be disclosed would cause or risk prejudice to the economic interests of the United Arab Emirates 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 the United Arab Emirates 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;
- is contained in any document relating to legal or administrative proceedings;
- 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 or information disclosure of which would constitute or could facilitate an unwarranted invasion of privacy.
 However, should the exchange of personal information become necessary each participant will satisfy itself that any such data transfer is not in breach of its own legislative provisions regarding confidentiality or in breach of any other relevant statutory provisions;
- 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;
- 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;
- 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

u) is classed as Export Controlled within the United Kingdom or the United Arab Emirates unless a valid export licence, issued by the relevant competent authority is acquired in advance.

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 <u>Use of information</u>

- (1) Information received by either Participant under this Arrangement may be disseminated freely without further permission of the other Participant, except information designated by the sending Participant as confidential. Unless otherwise decided by both Participants such confidential information will not be brought to the knowledge of any person outside:
 - a) with respect to FANR, the Government of the United Arab Emirates and FANR and its external technical support organisations; and
 - b) with respect to the ONR, any administration in the United Kingdom, as defined in paragraph 2(e), the ONR 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;
 - 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 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 <u>Information from other sources</u>

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 and monitor the implementation of 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.
- (4) All costs arising out of the activities under this Arrangement will be borne by either Participant accordingly, unless otherwise decided.

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

Noting the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of United Arab Emirates on Cooperation in the peaceful uses of Nuclear Energy, signed on 25 November 2010 and entered into force on 11 April 2011, the Participants will endeavour to co-operate on nuclear safety matters in the following manner, including but not limited to:

- a) Mutual assistance related to training of scientific and technical personnel;
- b) Exchange of personnel in accordance with Paragraph 1;
- c) Setting up joint working groups to carry out specific collaboration activities on nuclear safety and related research;
- d) Exchange of information in accordance with the understanding set out in this Arrangement;
- e) Other terms of co-operation identified by the Participants as necessary.

Paragraph 9 Commencement and Duration of this Arrangement

- (1) This Arrangement will come into effect immediately upon having been signed on behalf of both Participants and, subject to subparagraph 2 below:
 - will continue to have effect for five (5) years from the date of its signature on behalf of both Participants; 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 (30) days' notice in writing to the other.

(3) The Participants may mutually decide in writing to amend or supplement this Arrangement, with the amendment signed on behalf of both Participants in the same manner as this Arrangement.

Paragraph 10 Status of this Arrangement

- (1) This Arrangement does not constitute a legally binding agreement and does not create rights and obligations on either Participants under domestic or international law.
- (2) This Arrangement does not affect any agreements that grant rights to or impose obligations on the Participants.

Paragraph 11 Settlement of Disputes

Any dispute arising between the Participants concerning the interpretation or implementation of this Arrangement will be settled amicably through mutual consultations between the Participants.

SIGNED in duplicate, in the Arabic and English languages, both texts being equally authentic.

At IAEA 69th General Conference, Vienna	At IAEA 69th General Conference, Vienna
On 17 September 2025	On 17 September 2025
For the Federal Authority for Nuclear Regulation of the United Arab Emirates	For the Office for Nuclear Regulation of the United Kingdom
Christer Viktorsson Director General	Michael Finnerty Chief Executive and Chief Nuclear Inspector