

**MEMORANDUM OF UNDERSTANDING FOR THE EXCHANGE OF INFORMATION  
AND  
CO-OPERATION IN THE AREA OF REGULATION  
OF  
SAFE NUCLEAR ENERGY FOR PEACEFUL PURPOSES  
BETWEEN  
THE OFFICE FOR NUCLEAR REGULATION OF THE UNITED KINGDOM  
AND  
THE PRESIDENT OF THE NATIONAL ATOMIC ENERGY AGENCY OF THE REPUBLIC  
OF POLAND**

In consideration of the mutual interest of the Office for Nuclear Regulation of the United Kingdom and the President of the National Atomic Energy Agency of the Republic of Poland (each singly a “Participant” and together the “Participants”) in exchanging information concerning the regulation of the safety of nuclear installations and nuclear material, the Participants have reached the following understanding:

**Paragraph 1      Information to be exchanged**

(1) Subject to Paragraphs 3 and 4 below, the participants will exchange safety-related information concerning any of the following matters in relation to which they have responsibilities:

- a) Regulation of siting, construction, commissioning, operation, decommissioning of civil nuclear installations;
- b) Regulation of the transport of radioactive materials;
- c) Research in connection with licencing and regulatory control of nuclear installations;
- d) Regulation of radioactive sources;
- e) Regulatory interest relating to new reactor technologies; and
- f) Inspections of nuclear installations and manufacturing facilities.

(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 Memorandum of Understanding:

- 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 but excludes defence installations;
- 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) The expression “personal information” includes ‘personal data’ (as defined in the 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 Government; or
- (iv) the Northern Ireland Executive.

### **Paragraph 3**

#### **Excepted information**

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 Kingdom of Great Britain and Northern Ireland, including its Crown dependencies or overseas territories or of the Republic of Poland;
- c) were it to be disclosed would cause or risk prejudice to the economic interests of the United Kingdom of Great Britain and Northern Ireland or of the Republic of Poland;
- d) were it to be disclosed would cause or risk prejudice to the international relations of the United Kingdom of Great Britain and Northern Ireland or of the Republic of Poland;
- e) is confidential information obtained from a state which is not a Participant to this Memorandum of Understanding 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 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; However, should the exchange of personal information become necessary each party 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, including the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation 2016/679;

- l) is obtained by either Participant from any others (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 that, 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;
- 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 the United Kingdom and any other such administration in the United Kingdom or in the Republic of Poland;
- 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 UK unless a valid export licence 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**

#### **Use of Information**

(1) Each Participant may make use of information received under this Memorandum of Understanding within its own organisation and technical supporting organisations without further permission of the other Participant. Unless otherwise decided by the Participants, or required by law, information will not be disclosed to third parties without the prior written consent of the providing Participant.

(2) Unless required by law, where a Participant wishes to disclose to third parties information obtained pursuant to this Memorandum of Understanding, it should seek the permission of the providing Participant and should only disclose such information when it has received written permission.

- (3) Each Participant making use of information supplied under this Memorandum of Understanding 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 unauthorised disclosure information received from the other Participant.
- (5) Participants intend to co-operate with each other in investigating any unauthorised disclosure of information exchanged under this Memorandum of Understanding.

**Paragraph 5      Information from other sources**

- (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 reasonable efforts to accommodate the visit that may be requested by the other Participant pursuant to the above sub-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.



## **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 Memorandum of Understanding. 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 Memorandum of Understanding 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.
- (4) All costs arising out of the cooperation activities under the Memorandum of Understanding 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 Memorandum of Understanding, are used exclusively for peaceful purposes.

**Paragraph 8**

**Forms of Co-operation**

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 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 the Participants as necessary.

**Paragraph 9**

**Commencement and Duration of this Memorandum of Understanding**

- (1) This Memorandum of Understanding will come into effect immediately upon having been signed on behalf of the 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 Memorandum of Understanding may at any time be discontinued by either Participant by giving at least 30 days' notice in writing to the other.

(3) The Participants may mutually decide in writing to modify or supplement this Memorandum of Understanding.

(4) This Memorandum of Understanding supersedes the Memorandum of Understanding for Cooperation and Exchange of Information in Nuclear Regulatory Matters between the Participants signed at Vienna on 24<sup>th</sup> September 2014.

#### **Paragraph 10**

#### **Nature of the Memorandum of Understanding**

This Memorandum of Understanding does not constitute an international agreement and does not create rights and obligations governed by international law or domestic law. The Memorandum of Understanding does not affect any other agreements that grant rights or impose obligations on the Office for Nuclear Regulation of United Kingdom and the President of the National Atomic Energy Agency of the Republic of Poland.

SIGNED IN DUPLICATE AT

Brussels on 24 November 2022

For the Office for Nuclear Regulation of United Kingdom

A handwritten signature in black ink, appearing to be 'M Foy', with a large loop at the bottom.

Mark Foy - Chief Nuclear Inspector

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

A handwritten signature in blue ink, reading 'Łukasz Młynarkiewicz', in a cursive script.

Łukasz Młynarkiewicz - President of the National Atomic Energy Agency of the Republic of Poland