

ARRANGEMENT
FOR COOPERATION AND THE EXCHANGE OF INFORMATION
IN NUCLEAR REGULATORY MATTERS
BETWEEN
THE OFFICE FOR NUCLEAR REGULATION OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND
AND
THE NUCLEAR SAFETY AND SECURITY COMMISSION OF THE
REPUBLIC OF KOREA

WHEREAS the Office for Nuclear Regulation of the United Kingdom of Great Britain and Northern the Ireland and Nuclear Safety and Security Commission of the Republic of Korea, hereinafter referred to as the "Participants" wish to conclude an Arrangement for cooperation and exchange of information in nuclear regulatory matters;

RECALLING the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Korea for Cooperation in the Peaceful Uses of Nuclear Energy, signed at Seoul on 27 November 1991

WHEREAS it is in the mutual interest of both Participants to conclude an Arrangement for the cooperation and exchange of information, contemplating the exchange of the Participants' personnel, and assistance in the field of nuclear regulation;

The Participants have reached the following understanding:

PARAGRAPH 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) the siting, construction, commissioning, operation, decommissioning of nuclear installations;
 - (b) legislation, regulations, licences, regulatory codes, standards, criteria and

- guides;
- (c) technical reports and nuclear safety assessments, including those related to radiological safety;
 - (d) incident reports, press and public reactions to the incidents, and, in particular, information concerning any event that has a major radiological significance and the remedial actions undertaken in response;
 - (e) safety-related research in connection with licensing and regulatory control of nuclear installations;
 - (f) radiation protection;
 - (g) the storage, discharge and treatment of radioactive waste;
 - (h) the regulation of radioactive waste management;
 - (i) communication projects and strategies in the nuclear regulatory field;
 - (j) Regulatory interest relating to new reactor technologies.
 - (k) Radiological emergency preparedness and response
- (2) Each Participant will use its best efforts to provide the information that may be requested by the other Participant pursuant to subparagraph (1) above.
- (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.

PARAGRAPH II EXCEPTED INFORMATION

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

- (a) the respective laws, regulations or policies which govern the Participants;
- (b) any other contract, agreement or commitment that binds a Participant; 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.

PARAGRAPH III USE OF INFORMATION

- (1) Each Participant may freely disseminate any information received from the other Participant under this Arrangement 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 Arrangement, that the information is provided in confidence

and may impose restrictions on the use and dissemination of the information.

- (3) Each Participant will respect the 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 Arrangement will assume all risks incurred by its use and will hold the other Participant harmless for any damages incurred.

PARAGRAPH IV PEACEFUL USES OF INFORMATION AND RESULTS

The Participants are committed to ensuring that the received information, and the results of the activities carried out by them under this Arrangement, is used exclusively for peaceful, non-explosive purposes.

PARAGRAPH 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 and communication 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 subparagraph (1) above.
- (3) Exchanges of personnel and visits involving personnel of an institution sponsored by a Participant maybe the subject of a separate arrangement between the Participants.

PARAGRAPH VI FINANCIAL ASPECTS

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

PARAGRAPH VII

ADMINISTRATION

- (1) Each Participant will appoint a coordinator to act as a point of contact, implement, and administer this Arrangement. Each Participant will, upon signing this Arrangement, 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 Arrangement will be made or provided to the coordinator of the other Participant.
- (4) Each Participant's technical support organizations as well as other authorized organizations may participate as members of cooperative activities upon deemed required by the Participants with their consent and appropriate authorization.

PARAGRAPH VIII SETTLEMENT OF DISPUTES

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

PARAGRAPH IX AMENDMENT

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

PARAGRAPH X OTHER PROVISIONS

- (1) This Arrangement is not an international treaty and does not include provisions that impose a legal obligation.
- (2) Provisions of this Arrangement will not affect any of rights and obligations of the Participants, arising from other applicable international treaties to which they are Parties.

(3) This Arrangement will be carried out within the framework of the respective laws and regulations of the two countries and subject to the availability of appropriated funds and personnel of the Participants.

**PARAGRAPH XI
COMMENCEMENT AND DURATION OF THIS ARRANGEMENT**

This Arrangement will come into effect immediately upon having been signed on behalf of both Participants and,

- (1) will continue to have effect for five (5) years from the date of it being so signed;
- (2) may be extended thereafter in writing by mutual decision of the Participants; and
- (3) may be terminated by either Participant anytime by giving at least three months' notice, or earlier if both Participants approve.

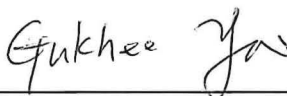
Signed in duplicate in Vienna, Austria on September 28, 2022 in the English.

For the Office For Nuclear Regulation
of United Kingdom of Great Britain and
Northern Ireland:



Mark FOY
Chief Nuclear Inspector

For the Nuclear Safety and Security
Commission of the Republic of Korea:



Guk Hee YOO
Chairperson