MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF INFORMATION AND CO-OPERATION IN THE SAFETY REGULATION OF NUCLEAR ENERGY USE FOR PEACEFUL PURPOSES

BETWEEN

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

AND

THE AUTHORITY FOR NUCLEAR SAFETY AND RADIATION PROTECTION (ASNR) OF FRANCE

In consideration of the mutual interest of the Office for Nuclear Regulation (ONR) of the United Kingdom of Great Britain and Northern Ireland and the Authority for Nuclear Safety and Radiation Protection (Autorité de Sûreté Nucléaire et de Radioprotection) (ASNR) of France (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 understandings:

Paragraph 1 **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 unincorporate;

d) The expression “personal information” includes ‘personal data’ (as defined in the Data Protection Act 2018, section 3) and also includes any personal information of a deceased individual.

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.

f) The expression "Bilateral Steering Committee" means a meeting between the Participants covering areas and issues of mutual interest on nuclear safety regulation to enhance bilateral cooperation. The bilateral steering committee is intended to consist of high-level representatives of both sides, meeting 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 2 **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 the licensing of nuclear reactor design, siting, construction, commissioning, operation, and decommissioning of civil nuclear installations and radioactive waste management facilities;

b) Regulatory practices for the evaluation of long-term operation;

c) Regulation of the transport of radioactive materials including the transport of radioactive material not associated with the nuclear fuel cycle eg medical, industrial radiography and research uses);

d) Response measures to nuclear incidents and accidents, in particular information concerning any event that has a major radiological significance and the remedial actions undertaken in response;

e) Research in connection with nuclear safety and radiation protection;

f) Regulation of radioactive sources;

g) Regulatory interest relating to new reactor technologies;

h) Inspections of nuclear installations and manufacturing facilities and;

i) development and regulatory oversight of technologies related to artificial intelligence in nuclear safety and radioprotection.

(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 including those related to radiological safety, made or received by either Participant;

d) procedures intended to reduce exposure of persons to ionising radiations;

e) information on safety-related research

f) information on projects and best practices related to the development and use of digital tools and artificial intelligence in the context of nuclear safety and radiation protection, and

g) information of a regulatory interest relating to a technology of common interest such as pressurised water reactors (PWR).

Paragraph 3 **Excepted information**

The Participants do not intend to disclose information under this Memorandum of Understanding which:

a) is restricted from disclosure in accordance with the legal system of the providing 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 and overseas territories or of France;

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, including its Crown dependencies and overseas territories or France;

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, including its Crown dependencies and overseas territories or of France;

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 (including a deceased person) unless the providing Participant has satisfied itself that any such disclosure is not in breach of confidentiality, in breach of its own legislative provisions regarding the disclosure of personal data or in breach of any other relevant legislative provisions;

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 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 of the administrations within the United Kingdom of Great Britain and Northern Ireland or between any administration in the United Kingdom of Great Britain and Northern Ireland and the administration of 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 of Great Britain and Northern Ireland Parliament; or the French Parliament;

u) is classed as Export Controlled within the UK or France 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 **<u>Use of information</u>**

(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.

(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) If required by law the recipient Participant may have to disclose confidential information. The recipient Participant will exhaust all reasonable legal challenges to resist the disclosure of such information, and will notify the disclosing Participant in advance of any such disclosure.

(4) Each Participant making use of information supplied under this Memorandum of Understanding does so at its own risk.

(5) 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.

(6) The Participants intend to co-operate with each other in investigating any unauthorised disclosure of information exchanged under this arrangement.

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 **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 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) The Participants will treat the exchange of information as part of such visits in accordance with the terms of this Memorandum of Understanding, subject to different provision being made in a separate arrangement referred to in sub-paragraph (4).

(4) 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 7 **Administration**

(1) The exchange of information may be effected by post, e-mail, 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 8 **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 9 **Forms of Co-operation**

Noting the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the European Atomic Energy Community (which covers the Autorité de Sûreté Nucléaire et de Radioprotection (ASNR) of France) for cooperation on the safe and peaceful uses of nuclear energy, signed 30 December 2020 and entered into force 1 May 2021,, 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 6;
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 terms of this Memorandum of Understanding;

e) Other terms of co-operation identified by the Participants as necessary.

Paragraph 10 **Expenses and costs**

For exchange of visits, all expenses and costs (including travel, living and accommodation) shall be borne by the sending Participant, unless otherwise agreed by the Participants.

In the event that either Participant would be performing work at the request of the other, all expenses (inclusive consultants support) will be borne by the beneficiary Participant and may be the subject of a separate arrangement between the Participants.

Paragraph 11 **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 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 Memorandum of Understanding 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 this Memorandum of Understanding.

Paragraph 12 **Status of this Memorandum of Understanding**

(1) 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.

(2) This Memorandum of Understanding does not affect any agreements that grant rights to or impose obligations on the Participants.

Paragraph 13 **Settlements of Disputes**

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

SIGNED IN Montrouge.....on 03/03/26.....

Office for Nuclear Regulation

Michael Finnerty

Chief Executive/Chief Nuclear Inspector

Autorité de Sûreté Nucléaire et de Radioprotection

Pierre-Marie Abadie

President