

**ARRANGEMENT
FOR
THE EXCHANGE OF INFORMATION
AND
CO-OPERATION**

**IN THE AREA OF REGULATION OF SAFE
NUCLEAR ENERGY USE FOR PEACEFUL PURPOSES**

BETWEEN

**THE OFFICE FOR NUCLEAR REGULATION OF GREAT BRITAIN
(ONR)**

AND

THE ATOMIC ENERGY REGULATORY BOARD OF INDIA

(AERB)

The Office for Nuclear Regulation of Great Britain (ONR) and the Atomic Energy Regulatory Board of India (AERB)(hereinafter referred to individually as 'Participant' and collectively as 'Participants'),

Recognizing the importance of exchange of information and co-operation in the field of regulation of safe nuclear energy use for peaceful purposes,

Have reached the following understandings:

Paragraph 1 Information to be exchanged

- (1) Subject to Paragraphs 3 and 4 below, the Participants will exchange safety-related information concerning the regulation of any of the following matters, that is to say, siting, construction, commissioning, operation, radioactive waste management and decommissioning of civil nuclear installations subject to IAEA safeguards; and preparedness and management of nuclear and radiological emergencies, in relation to which they have responsibilities.

- (2) The co-operation between the Participants may include:
 - a) exchange of lecturers and experts for training courses and seminars, on the basis of reciprocity;
 - b) holding of joint seminars and courses on nuclear and ionising radiation safety which are of mutual interest;
 - c) setting up of joint working groups to share information on topics of nuclear and ionising radiation safety which are of mutual interest; and
 - d) other forms of co-operation that are of mutual interest between the Participants.

- (3) The information referred to in sub-paragraph (1) 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 Arrangement -

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;

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;
and

d) in paragraph 3(q) 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**

Nothing in this Arrangement will prevent either Participant from withholding any information for any reason including, but not limited to, where that information:

- a) is information disclosure of which is prohibited or restricted by or under any enactment, rule of law, or international obligation of either Participant's country;
- b) were it to be disclosed would cause or risk prejudice to the national security or defence of India or of the United Kingdom of Great Britain and Northern Ireland and its Crown dependencies or overseas territories;
- c) were it to be disclosed would cause or risk prejudice to the economic interests of India or 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 India or 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;

- h) is contained in any document relating to legal or administrative proceedings of either Participant's country;
 - 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) or information disclosure of which would constitute or could facilitate an unwarranted invasion of privacy;
 - 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;
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- 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) contains material relating to a matter outside the Participant's authority to disseminate;

p) is information intended for future publication;

q) is information which would cause or risk prejudice to relations between any administration in the United Kingdom or any administration in India;

r) is information relating to public audit functions;

or

s) is information which is required to be withheld for the purpose of avoiding an infringement of the privileges of either House of Parliament of either Participant's country.

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) Information received by either Participant under this Arrangement may be disseminated freely without further permission of the other Participant, except information designated as being in confidence. Unless otherwise decided by both Participants such confidential information will not be brought to the knowledge of any person outside:

a) with respect to the Atomic Energy Regulatory Board,,the Government of India, Atomic Energy Regulatory Board and its Technical Support Organisations; and

- b) with respect to the Office for Nuclear Regulation, any administration in the United Kingdom, as defined in paragraph 2(d), the Office for Nuclear Regulation and its 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:
 - a) 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 to 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 **Information from other sources**

Each Participant will use its best endeavour 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, facsimile, 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 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 and after all relevant procedures have been followed.

Paragraph 7 Financial Aspects

Each Participant will be solely responsible for its own participation costs under this Arrangement, including those incurred by its Administrator in performing his or her responsibilities, unless a different understanding is expressly reached by the Participants and recorded in writing.

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 Arrangement, are used exclusively for peaceful purposes.

Paragraph 9 Status of Arrangement and Settlement of Disputes

- (1) This Arrangement represents an administrative commitment between the Participants and does not constitute a legally binding agreement.
- (2) Any dispute arising under the Arrangement will be settled by consultations between the Participants.

Paragraph 10 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 -
 - 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 Arrangement may at any time be discontinued 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 Arrangement.

SIGNED IN DUPLICATE AT

London on 17 APRIL2018
[in the English language,.]

For the
Office for Nuclear Regulation
of Great Britain



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Mark Foy
Chief Nuclear Inspector

For the
Atomic Energy Regulatory Board
of India



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His Excellency Y K Sinha
High Commissioner of India to the UK