

**MEMORANDUM OF UNDERSTANDING ON 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 OF GREAT BRITAIN AND NORTHERN IRELAND**

**AND**

**THE HUNGARIAN ATOMIC ENERGY AUTHORITY**

CONSIDERING the mutual interest of the Hungarian Atomic Energy Authority (hereinafter referred to as HAEA or Participant) and the Office for Nuclear Regulation of the United Kingdom of Great Britain and Northern Ireland (herein after referred to as ONR or Participant, and collectively hereinafter referred to as Participants), to cooperate and exchange information in regulatory matters in the field of the use of nuclear energy and ionizing radiation;

CONSIDERING that Hungary and the United Kingdom are members of the International Atomic Energy Agency (herein after referred to as IAEA) and as member states of the IAEA are guided by the principles of peaceful use of nuclear energy;

CONFIRMING that IAEA safeguards are an essential component of the international security system and the Treaty on the Non-Proliferation of Nuclear Weapons (herein after referred to as NPT) is the centerpiece of global efforts to prevent the further spread of nuclear weapons;

GUIDED by the provisions of the Convention on Nuclear Safety of 17 June 1994, the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management of 5 September 1997, the Convention on Assistance in the Case of a Nuclear Accident or a Radiological Emergency of 26 September 1986, the Convention on Early Notification of a Nuclear Accident of 26 September 1986, the Convention of the Physical Protection of Nuclear Material of 26 October 1979 as amended on 08 July 2005 and the Vienna Convention on Civil Liability for Nuclear Damage of 21 May 1963, the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the European Atomic Energy Community for Cooperation on the Safe and Peaceful Uses of Nuclear Energy of 30 December 2020 ;

DESIRING to continuously improve the regulation of the safe use of nuclear energy;

The Participants have reached the following understanding:

**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, nuclear fuel examination laboratory, research reactor, training reactor, 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; and
- d) In sub-paragraph (1)(a) of Paragraph 4 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; and
  - (iv) The Northern Ireland Executive.

## 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) Development of regulatory practices and legislation of Small Modular Reactors (SMRs);
  - b) Regulation of siting, construction, commissioning, operation, decommissioning of civil nuclear installations and radioactive waste management facilities;
  - c) Regulation of the transport of radioactive materials;
  - d) Response measures to nuclear incidents and accidents, in particular information concerning any event that has a major radiological significance and the remedial actions conducted in response;

- e) Research in connection with licencing and regulatory control of nuclear installations;
  - f) Regulation of radioactive sources;
  - g) Regulatory interest relating to new reactor technologies;
  - h) Inspections of nuclear installations and manufacturing facilities;
  - i) Nuclear security; and
  - j) Nuclear safeguards.
- (2) The information referred to in the preceding sub-paragraph will be unclassified information only and includes in particular:
- a) Legislation, regulations, licences, regulatory codes, standards, criteria and guides;
  - b) Technical reports, reports and nuclear safety assessments;
  - c) Nuclear incident and accident reports;
  - d) Information acquired through cooperative activities in safety-related research; and
  - e) Information acquired through joint and witnessed inspections.

### Paragraph 3

#### Excepted information

Neither Participant is required to provide any information if,

- a) That Participant, in its absolute discretion, considers that disclosure of that information would be liable to contravene a legal requirement, is contrary to national laws and regulations, prejudice its national security, be commercially damaging or be otherwise injurious to its public interest;

- b) Information requested relates to a matter outside the Participant's field of responsibility; or
- c) Information requested is classed as export controlled within the Participants' countries unless a valid export licence is acquired in advance in the exporting 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 Memorandum of Understanding may be disseminated freely without further permission of the other Participant, except information designated as being in confidence. Unless otherwise decided by the Participants, information designated as being in confidence will not be brought to the knowledge of any person outside:
  - (a) on the British side, any administration in the United Kingdom, the Office for Nuclear Regulation, and its external technical support organisations; and
  - (b) on the Hungarian side, the Government of Hungary and the Hungarian Atomic Energy Authority and its external technical support organisations.

Such information will be clearly identified and marked as being in confidence by the sending Participant.

- (2) In addition, each Participant will ensure that it does not disclose any information that would prejudice its statutory functions or enforcement capacity.
- (3) Each Participant making use of information supplied under this Memorandum of Understanding does so at its own responsibility.
- (4) Each Participant will put into place reasonable measures so as to ensure that information designated as being in confidence belonging

to the other Participant is adequately protected. Such information shall continue to be protected accordingly after this Memorandum of Understanding has expired or has been terminated unless the Participants agree otherwise in writing.

- (5) Notwithstanding the above, if required by law the recipient Participant may have to disseminate 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 dissemination.
- (6) Each Participant will ensure that the information received, or the results of activities carried out by them under this Memorandum of Understanding, are used exclusively for peaceful purposes.

**Paragraph 5**

**Information from other sources**

- (1) 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 2 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 sensitivity and confidentiality of 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 when the Participants, through consultation, jointly decide that such meetings or visits are necessary, and after all relevant procedures have been followed.
- (4) Unless otherwise mutually agreed between the Participants, each Participant will be solely responsible for its own participation costs under this Memorandum of Understanding.

**Paragraph 7**

**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 2; and
- e) Other co-operation identified by the Participants as necessary in the area or regulation of safe nuclear energy for peaceful purposes.

**Paragraph 8**

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

(1) This Memorandum of Understanding will commence 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 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. Any amendment will enter into force on the date of its signature on behalf of both Participants.

**Paragraph 9      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 10      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 ~~DUPLICATE~~ AT

Liverpool, UK on 23 January 2024

and

Budapest, HU on 04<sup>th</sup> February 2024

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



Mark Foy - Chief Executive/Chief Nuclear Inspector

For the Hungarian Atomic Energy Authority



Andrea Beatrix Kádár - President

