MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES
NUCLEAR REGULATORY COMMISSION

AND

THE AUSTRALIAN RADIATION PROTECTION AND
NUCLEAR SAFETY AGENCY

FOR THE EXCHANGE OF TECHNICAL INFORMATION

AND

COOPERATION IN NUCLEAR SAFETY MATTERS

September 27, 2023

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Whereas the United States Nuclear Regulatory Commission and the Australian Radiation Protection and Nuclear Safety Agency, hereinafter referred to as the Participants, wish to sign this Memorandum of Understanding (hereinafter the Memorandum) for the exchange of technical information and cooperation in nuclear safety matters,

Having a mutual interest in a continuing exchange of information and cooperation pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety, security, and the environmental impact of nuclear facilities,

Having similarly cooperated under the terms of prior memoranda of understanding, most recently the Memorandum between the United States Nuclear Regulatory Commission and the Australian Radiation Protection and Nuclear Safety Agency for the Exchange of Technical Information and Cooperation in Nuclear Safety Matters, signed on September 17, 2018 (the 2018 Memorandum), and

Wishing to continue in further development of the cooperative relationship between the Participants,

Have reached the following understanding:

I. SCOPE OF THIS MEMORANDUM

A. Unclassified Technical Information Exchange

To the extent that the Participants are permitted to do so under the laws, regulations, and policies of their respective countries, they may cooperate and exchange unclassified technical information relating to: the regulation and oversight of safety and security for nuclear facilities and radioactive materials;; the environmental impact of nuclear facilities and radioactive materials; and nuclear safety research programs. Examples of such information include:

1. Topical reports written by or for one of the Participants as a basis for, or in support of, regulatory decisions and policies.

2. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

3. Detailed documents describing a Participant's process for licensing and regulating nuclear facilities and radioactive materials.

4. Information in the field of nuclear safety research either in the possession of one of the Participants or available to it. Each Participant intends to make its best efforts to transmit immediately to the other information concerning research results for which early attention may be in the best interest of public safety.

5. Reports on operating experience for nuclear facilities and/or experience with radioactive materials, such as reports on nuclear incidents, accidents, shutdowns, and compilations of historical reliability data on components and systems.

6. Regulatory and oversight procedures for safety and security for nuclear facilities and radioactive materials, and environmental impact evaluations for nuclear facilities.

7. Early notification of important incidents and emerging technical issues that are of immediate interest to the Participants.

8. The Participants do not intend to exchange nuclear information related to proliferation-sensitive technologies under this Memorandum.

B. Cooperation in Nuclear Safety Research

The terms of cooperation for joint programs and projects of nuclear safety research, or those programs and projects under which activities are divided between the Participants, including the use of test facilities and/or computer code sharing programs owned by either Participant, may be considered on a case-by-case basis and may be the subject of a separate instrument.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the Participants may cooperate in providing certain training and experiential opportunities for each other's personnel. In addition, temporary assignments of personnel by one Participant to the other Participant may also be considered on a case-by-case basis and may warrant a separate instrument between the Participants. Unless otherwise decided, costs of salary, allowances, and travel of such personnel are expected to be paid by the Participant that incurs them.

II. ADMINISTRATION

A. The exchange of information under this Memorandum may be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings may be held to review the exchange of information and cooperation under this Memorandum, and to discuss topics within the scope of the cooperation. The time, place, and agenda for such meetings are expected to be decided in advance.

B. An administrator is expected to be designated by each Participant to coordinate its exchange activities under this Memorandum. The administrators are expected to be the recipients of all documents transmitted under the exchange, including copies of all letters, unless otherwise determined or unless otherwise provided herein. The administrators are expected to be responsible for development and coordination of the scope of any exchange. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators are expected to ensure that both administrators receive copies of all transmittals.

C. The application or use of any information exchanged between the Participants under this Memorandum is intended to be the responsibility of the receiving Participant, and the transmitting Participant does not warrant the suitability of such information for any particular use or application.

D. To the extent possible, each Participant intends to assist the other in obtaining information from other agencies and departments within its government.

III. EXCHANGE AND USE OF INFORMATION

A. General

1. The Participants intend to support the widest possible dissemination of information exchanged under this Memorandum, subject to the requirements of their respective national laws, regulations, and policies, and the need to protect proprietary and other confidential or privileged information. However, consistent with their respective national laws, regulations, and policies, the Participants may impose, on a case-by-case basis, additional restrictions on the dissemination of information beyond those identified in this Section.

2. In the event that activities under this Memorandum, including joint programs and projects under I.B. of this Memorandum, are expected to result, or in fact result, in the creation of intellectual property, the treatment of such intellectual property, as well as the allocation of rights to such intellectual property, is expected to be addressed in separate instruments in connection with such activities.

3. The Participants intend that the information received, and the results of the activities carried out by them under this Memorandum, are used exclusively for peaceful purposes.

B. Definitions

1. The term "information" means unclassified technical information relating to: the regulation and oversight of safety and security for nuclear facilities and radioactive materials; the environmental impact of nuclear facilities and radioactive materials; and nuclear safety research programs. It also includes scientific or research data, methods of assessment, or any other knowledge or information provided, created, or exchanged under this Memorandum.

2. The term "proprietary information" means information that is provided, created, or exchanged under this Memorandum that contains trade secrets or other non-public commercial information.

3. The term "other confidential or privileged information" means non-public information other than "proprietary information" that is protected from public disclosure under the laws, regulations, or policies of the country of the Participant transmitting the information under this Memorandum.

C. Documentary Proprietary Information

1. A Participant receiving documentary proprietary information is expected to respect the confidential or privileged nature of such information.

2. Marking Procedures for Documentary Proprietary Information

   a. A Participant transmitting documentary proprietary information under this Memorandum intends to clearly mark proprietary information on each page of the document with the following restrictive legend:

      "Proprietary Information: Do not share without the written consent of (insert name of transmitting Participant)"

   b. The receiving Participant intends not to make public any documentary proprietary information bearing this restrictive legend or otherwise disseminate the documentary proprietary information in any manner inconsistent with this Memorandum without the prior written consent of the transmitting Participant.

c. The receiving Participant is expected to confirm that this restrictive legend appears on any photocopy or other reproduction of documents containing documentary proprietary information made by the receiving Participant.

d. In the event that the transmitting Participant shares documentary proprietary information without the restrictive legend, the transmitting Participant intends to inform the receiving Participant at the earliest possible opportunity and provide the receiving Participant with properly marked documents bearing the restrictive legend.

e. The receiving Participant is expected to make its best efforts to gather and prevent the further dissemination of the improperly marked documents containing proprietary information and replace them with properly marked documents.

f. In the event that the receiving Participant shares documentary proprietary information in a manner that is inconsistent with this Memorandum, the receiving Participant is expected to promptly notify the transmitting Participant.

3. Dissemination of Documentary Proprietary Information

a. The receiving Participant may disseminate documentary proprietary information received under this Memorandum without the prior approval of the transmitting Participant to employees of the receiving Participant, and to other agencies and departments of the government of the receiving Participant, provided that:

i. A case-by-case determination documents that such employees and other government agencies and departments have a need-to-know for the information to perform their official duties;

ii. The receiving Participant confirms that such employees and other government agencies and departments do not intend to use the documentary proprietary information for any non-governmental or commercial purpose; and

iii. Such documentary proprietary information bears the restrictive legend set forth in Section III.C.2.a of this Memorandum.

b. The receiving Participant intends to only disseminate documentary proprietary information more widely than otherwise permitted under the provisions set forth in this Memorandum, including to contractors and consultants of the receiving Participant, and to permittees or licensees of the receiving Participant, with the prior written consent of the transmitting Participant. The Participants intend to grant such approval to the extent permitted by their respective national laws, regulations and policies, and provided that:

i. A case-by-case determination documents that such recipients have a need-to-know for the documentary proprietary information to carry out work solely within the scope of their work assignment, contract, permit, or license with the receiving Participant;

ii. Such recipients have executed a non-disclosure agreement;

iii. Such recipients do not use such documentary proprietary information for any non-governmental or commercial purpose; and

iv. Such recipients use the documentary proprietary information only for activities carried out under or within the terms of their specific work assignment, contract, permit or license.

c. The Participants intend to consult and seek written clarification when questions arise as to the proper handling and dissemination of documentary proprietary information provided under this Memorandum.

D. Other Confidential or Privileged Information of a Documentary Nature

1. A Participant receiving other confidential or privileged information of a documentary nature intends to respect the confidential or privileged nature of such information.

2. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

a. A Participant transmitting other confidential or privileged information under this Memorandum intends to confirm that any document containing such information is appropriately and clearly marked on each page of the document with the restrictive legend applicable to the type of other confidential or privileged information being transmitted in accordance with the transmitting Participant's national laws, regulations, and policies. The marking is expected to include the following restrictive legend:

"Confidential or Privileged Information (as appropriate)**: Do not share without the written consent of (insert name of transmitting Participant)"**

b. The receiving Participant intends to confirm that the appropriate restrictive legend appears on any photocopy or other reproduction of documents containing other confidential or privileged information made by the receiving Participant.

c. The transmitting Participant intends to confirm that any other confidential or privileged information of a documentary nature transmitted under this Memorandum is accompanied by a statement that the information being transmitted is protected from public disclosure by the national laws, regulations, or policies of the government of the transmitting Participant and is being provided under the condition that the receiving Participant

intends to afford the information substantially the same degree of protection afforded the information by the government of the transmitting Participant.

d. In the event that the transmitting Participant shares other confidential or privileged information of a documentary nature without the appropriate restrictive legend for the type of information being transmitted, the transmitting Participant intends to inform the receiving Participant at the earliest possible opportunity and provide the receiving Participant with properly marked documents bearing the restrictive legend.

e. The receiving Participant is expected to make its best efforts to gather and prevent the further dissemination of the improperly marked documents containing other confidential or privileged information and replace them with properly marked documents.

f. In the event that the receiving Participant shares other confidential or privileged information of a documentary nature in a manner that is inconsistent with this Memorandum, the receiving Participant is expected to promptly notify the transmitting Participant.

3. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

a. The receiving Participant may disseminate other confidential or privileged information of a documentary nature received under this Memorandum without the prior approval of the transmitting Participant to employees of the receiving Participant, and to other agencies and departments of the government of the receiving Participant, provided that:

i. A case-by-case determination documents that such employees and other government agencies and departments have a need-to-know for the information to perform their official duties;

ii. The receiving Participant confirms that such employees and other government agencies and departments do not use the other confidential or privileged information contained in the documents for any non-governmental or commercial purpose; and

iii. Such documents containing the other confidential or privileged information bear the appropriate restrictive legend consistent with the provisions of Section III.D.2.a of this Memorandum.

b. The receiving Participant intends to only disseminate the documents containing the other confidential or privileged information more widely than otherwise permitted under the terms set forth in this Memorandum, including to contractors and consultants of the receiving Participant, and to permittees or licensees of the receiving Participant, with the prior written consent of the transmitting Participant. The receiving Participant

intends to abide by any restrictions on the dissemination of other confidential or privileged information of a documentary nature to third parties established by the transmitting Participant.

c. The Participants intend to consult and seek written clarification when questions arise as to the proper handling and dissemination of other confidential or privileged information of a documentary nature shared under this Memorandum.

E. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided, obtained, or transmitted under this Memorandum is expected to be treated by the Participants according to the principles specified for proprietary information in Section III.C. and as specified for other confidential or privileged information in Section III.D. of this Memorandum; provided, however, that the transmitting Participant has placed the receiving Participant on notice as to the character of the proprietary or other confidential or privileged information disseminated.

F. Consultation

If, for any reason, one of the Participants becomes aware that it is, or may reasonably be expected to become, unable to meet any commitments under Section III of this Memorandum, it is expected to immediately inform the other Participant. The Participants intend thereafter to consult to determine an appropriate course of action.

G. Other

Nothing contained in this Memorandum precludes a Participant from using or disseminating information received without restriction from sources outside of this Memorandum.

IV. FINAL PROVISIONS

A. The Participants intend to cooperate under this Memorandum in accordance with their respective laws, regulations, and policies. Should any conflict arise between the terms of this Memorandum and those laws, regulations, or policies, the Participants intend to consult before any action is taken.

B. This Memorandum may be modified by the mutual written decision of the Participants.

C. Unless otherwise mutually determined, all costs resulting from cooperation pursuant to this Memorandum are the responsibility of the Participant that incurs them. The ability of the Participants to carry out their activities under this Memorandum is subject to the appropriation of funds by the appropriate

governmental authority and to the laws, regulations and policies applicable to the Participants.

D. Any issue arising between the Participants concerning the interpretation or application of this Memorandum is expected to be addressed amicably through mutual consultation between the Participants.

E. This Memorandum becomes effective upon signature by both Participants and, upon becoming effective, is expected to replace the 2018 Memorandum. This Memorandum is intended to remain effective for 5 years and be automatically extended for successive 5-year periods. Either Participant may cease its cooperation under this Memorandum, in which case it is expected to provide written notice to the other Participant at least 180 days prior to the date on which it intends to cease its cooperation.

F. All information protected under this Memorandum is expected to continue to be protected consistent with the provisions of this Memorandum after this Memorandum is no longer valid, unless the Participants jointly determine otherwise in writing.

Signed at Vienna on this 27th day of September 2023, in duplicate, in the English language.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION:	FOR THE AUSTRALIAN RADIATION PROTECTION AND NUCLEAR SAFETY AGENCY:
Christopher T. Hanson Chair	Gillian Hirth Chief Executive Officer