

**ADMINISTRATIVE ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
AND
THE ATOMIC ENERGY CONTROL BOARD OF CANADA
FOR COOPERATION AND THE EXCHANGE OF INFORMATION
IN NUCLEAR REGULATORY MATTERS**

(21 June 1989)

WHEREAS the Government of the United States of America and the Government of Canada have entered into an agreement for cooperation concerning civil uses of atomic energy;

AND WHEREAS the United States Nuclear Regulatory Commission (hereinafter referred to as USNRC) and the Atomic Energy Control Board of Canada, (hereinafter referred to as AECB) are concerned about establishing acceptable standards of health, safety, security, safeguards, and the protection of the environment with respect to nuclear facilities and fissionable and radioactive substances in their jurisdictions;

AND WHEREAS the informal arrangements that now exist for exchange of technical information between the two agencies are beneficial to each agency and each agency desires the continuation of such arrangements;

THEREFORE USNRC and AECB having a mutual interest in exchanging technical information relating to the regulation of designated nuclear facilities, fissionable and radioactive substances, in cooperating during times of nuclear emergency occurring in either jurisdiction, and in recognizing the possibility of mutual advantages in the exchange of personnel and in cooperation in safety research, have come to the following arrangement.

1.0 Definitions:

In this arrangement,

- 1.1 "administrator" means the person appointed by a party to this arrangement pursuant to article 3.1;
- 1.2 "designated" means designated pursuant to article 5.1;
- 1.3 "decommissioning" includes the disposal of radioactive materials and components that result from the decommissioning activity;
- 1.4 "fissionable substance" means any substance that is, or from which can be obtained, a substance capable of releasing nuclear energy by nuclear fission;
- 1.5 "nuclear facility" means a civil nuclear power or research reactor or a facility for the storage or disposal of spent fuel and byproduct materials; and
- 1.6 "technical information" means scientific, engineering or technological data or information with respect to a nuclear facility or a fissionable or radioactive substance including but not limited to the kinds of technical information described in Appendices A and B to this arrangement.

2.0 Scope of the Arrangement

- 2.1 Subject to article 2.3, USNRC and AECB will exchange, pursuant to this arrangement, technical information of the kinds described in Appendix A that relates to the regulation of the health, safety, security, safeguards and environmental protection aspects of
 - 2.1.1 the siting, construction, commissioning, operation, and decommissioning of any designated nuclear facility in their respective jurisdictions; and

2.1.2 the actual and proposed civil uses of fissionable and radioactive substances, and the storage or disposal of spent fuel and byproduct materials resulting from such uses.

2.2 USNRC and AECB will notify each other promptly of any significant radiological event, accident, or emergency that occurs in activities under their respective jurisdictions, and will cooperate by:

2.2.1 establishing and maintaining adequate communications between them for use during such event, accident or emergency, and

2.2.2 subject to article 2.3, exchanging technical information of the kinds described in Appendix B that relates to such event, accident or emergency.

2.3 USNRC and AECB will not disclose technical information, or be obliged to take any other action under this arrangement if that disclosure or action is

2.3.1 prohibited or inhibited by legislation, federal government policy or a provision of a contract binding USNRC or AECB, or

2.3.2 technical information related to sensitive nuclear technology as defined in 10 CFR Part 810,

but they will disclose the prohibition or inhibition and consult about the means, if any, by which the disclosure of such information may be accomplished or the action may be taken consistent with the spirit of this arrangement.

2.4 Where a prohibition or inhibition referred to in article 2.3 is a conditional prohibition or inhibition, USNRC and AECB will employ their best efforts to satisfy such conditions as may be

necessary to allow the exchange of technical information between them or to allow the contemplated action to be taken.

2.5 The exchange, pursuant to this arrangement, of technical information will not constitute a warranty or representation on the part of USNRC or AECB with respect to

2.5.1 their ownership of or title to such information, subject nevertheless to article 2.6;

2.5.2 the completeness or accuracy of such information; or

2.5.3 the fitness of such information for any particular purpose,

but its use by either USNRC or AECB will be at the sole discretion and at the sole risk of the user.

2.6 Where USNRC or AECB are, in the ordinary course of their respective operations, aware that technical information intended to be exchanged by either of them contains copyrighted or other proprietary information, or information which is the subject of a patent, they will each ensure that such information is adequately and appropriately identified before it is exchanged.

2.7 USNRC or AECB may, when exchanging a specific item of technical information, impose such conditions or prohibitions on the further disclosure of that information as are deemed to be appropriate including but not limited to the conditions set out in Appendix C, and the recipient thereof will comply with such conditions or prohibitions.

2.8 Subject to any conditions referred to in articles 2.4, 2.5 and 2.7. USNRC and AECB are at liberty to disclose information exchanged pursuant to this arrangement without limitation.

3.0 Administrators

- 3.1 USNRC and AECB will each appoint an administrator for purposes of this arrangement.
- 3.2 USNRC and AECB will each notify the other in writing of the name, mailing address and telephone number of its administrator.

4.0 Duties of Administrators

- 4.1 The administrators will, after consultation between them, and within the limits of available resources,
 - 4.1.1 establish and maintain an efficient and effective system of communication between USNRC and AECB for all purposes of this arrangement;
 - 4.1.2 coordinate the preparation of technical information to be exchanged pursuant to this arrangement;
 - 4.1.3 ensure that technical information to be exchanged is adequately and appropriately identified for purposes of article 2.6;
 - 4.1.4 implement the exchange of technical information contemplated by this arrangement;
 - 4.1.5 where no other person has been identified to receive such information for their respective agency, act as the recipient of technical information received pursuant to this arrangement;
 - 4.1.6 ensure that any conditions or prohibitions referred to in articles 2.4 and 2.7 are respected;

4.1.7 act as coordinators and convenors of such meetings between officials of USNRC and AECB as are requested or considered to be necessary;

4.1.8 establish and maintain a schedule of designated nuclear facilities in accordance with article 5.1;

4.1.9 make recommendations to USNRC and AECB with respect to any amendment of this arrangement considered by the administrators to be beneficial to its purpose or to its administration.

5.0 Designation of Nuclear Facilities

5.1 The administrators will, after consultation between them, prepare and agree upon a list of designated nuclear facilities in each jurisdiction for the purposes of this arrangement.

5.2 The administrators may, from time to time and after consultation between them, prepare and agree upon an amendment to or a revision of the list referred to in article 5.1.

6.0 Exchange of Personnel

6.1 USNRC and AECB are prepared to consider exchanging, on a temporary basis, personnel between their respective organizations when it appears to them that such an exchange would be mutually beneficial.

6.2 An exchange of personnel referred to in article 6.1 may be considered on a case by case basis, and will be the subject of an appropriate agreement.

7.0 Cooperation in Safety Research

7.1 USNRC and AECB are prepared to consider the establishment of joint programs and projects of safety research and development.

7.2 A joint program or project referred to in article 7.1 may be considered on a case by case basis and will be

7.2.1 the subject of an appropriate agreement; and

7.2.2 implemented by USNRC's and AECB's research organizations.

8.0 Implementation and Interpretation

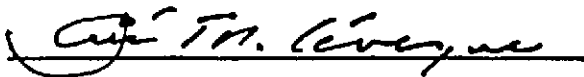
8.1 USNRC and AECB agree that, excepting as otherwise provided in this arrangement, the administrators will be jointly responsible for its implementation and interpretation, and that any difference of opinion between the administrators concerning such matters which they are not able to resolve between them will be resolved by mutual agreement.

9.0 Entry into Force and Early Termination

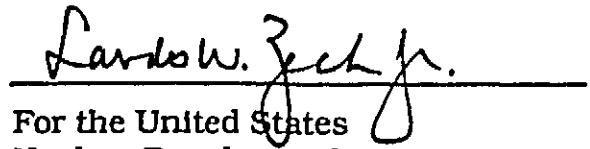
9.1 This arrangement will become effective upon its execution by both parties and, subject to article 9.2, will remain in effect for five years unless extended for further periods by the written consent of USNRC and AECB from time to time.

9.2 Either USNRC or AECB may terminate this arrangement upon informing the administrators of its intention to terminate 90 days prior to the effective date of the termination.

IN WITNESS WHEREOF this arrangement has been signed in duplicate, on behalf of AECB and USNRC by their authorized officers this twenty-first day of June 1989 at Washington, D.C. in the English and French languages, both texts being equally authentic.



For the Atomic Energy
Control Board of Canada,
R.J.A. Lévesque, President



For the United States
Nuclear Regulatory Commission,
L.W. Zech Jr., Chairman

APPENDIX A

ARRANGEMENT BETWEEN USNRC AND AECB

- a. Topical reports concerning technical safety, occupational and public radiological protection, safeguards, waste management and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory policies and decisions.
- b. Documents relating to significant licensing actions and safety and environmental decisions affecting a designated nuclear facility.
- c. Information in the field of reactor safety research.
- d. Reports about the operating experience of designated nuclear facilities including reports on nuclear incidents, accidents and shutdowns, and compilations of historical and reliability data with respect to such facilities.
- e. Regulatory procedures for the safety, safeguards, waste management and environmental impact evaluations of designated nuclear facilities.
- f. Early advice of important events occurring at designated nuclear facilities including serious operating incidents and shutdowns directed by the regulator.
- g. Copies of regulatory standards required to be used or proposed for use by the regulatory organizations of the parties in respect of designated nuclear facilities.

APPENDIX B

ARRANGEMENT BETWEEN USNRC AND AECB

- a. Information related to emergency action levels and emergency response classifications.
- b. Information with respect to emergency planning, regulations and response organizations.
- c. Information with respect to the nature, location and expected hazard of a radiological event, accident or emergency, and with respect to the remedial measures taken or to be taken.

APPENDIX C

ARRANGEMENT BETWEEN USNRC AND AECB

EXCHANGE AND USE OF INFORMATION

1. General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

2. Definitions (As used in this Arrangement)

- a. The term "information" means nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, including information on results or methods of assessment, research, and any other knowledge intended to be provided or exchanged under this Arrangement.
- b. The term "proprietary information" means information developed outside this Arrangement which contains trade secrets or other privileged or confidential commercial information, and may only include information which:
 - (1) has been held in confidence by its owner;
 - (2) is of a type which is customarily held in confidence by its owner;
 - (3) has not been transmitted by the owner to other entities (including the receiving party) except on the basis that it be held in confidence;

- (4) is not otherwise available to the receiving party from another source without restriction on its further dissemination; and
 - (5) is not already in the possession of the receiving party.
- c. The term "other confidential or privileged information" means information, other than "proprietary information", which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

3. Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Atomic Energy Control Board of Canada and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Canada without the prior approval of _____ (name of transmitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction".

This restrictive legend shall be respected by the receiving party and the information bearing it shall not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the consent of the transmitting party.

4. Dissemination of Documentary Proprietary Information

a. In general, proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information;

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in 4. b. (2), above, for use only in work within the scope of the permit or license granted to such organizations,

provided that any dissemination of proprietary information under 4. b. (1), (2), and (3), above, shall be on an as-needed basis, shall be pursuant to an arrangement of confidentiality, and shall be marked with a restrictive legend substantially similar to that appearing in 3. above.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement the receiving party may disseminate such proprietary information more widely than

otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

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

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

- a. that the information is protected from public disclosure by the Government of the transmitting party; and
- b. that the information is transmitted under the condition that it be maintained in confidence.

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

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph 4., Dissemination of Documentary Proprietary Information.

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

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement;

provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

8. Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

9. Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

PATENTS

A. With respect to any invention or discovery made or conceived in the course of or under this Arrangement:

1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (the receiving party) or its contractors in connection with joint research projects with an agreed scope of work:

(a) The receiving party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries.

(b) The assigning party shall acquire all right, title and interest in and to any such invention or discovery in its own country.

2. If made or conceived by a party or its contractors as a direct result of employing information which has been communicated to it by the other party or its contractors or communicated during seminars or other joint meetings, the party making the invention or discovery shall acquire all right, title and interest in and to any such invention or discovery in all countries.
 3. If made or conceived through loans or exchanges of material, computer codes, instruments and equipment, the party making the invention or discovery shall acquire all right, title and interest in and to any such invention or discovery in all countries.
 4. The party which owns right, title and interest covering an invention or discovery referred to in subparagraphs 1, 2 and 3 above shall grant, upon request of the other party, a royalty-free, non-exclusive, irrevocable license of such right, title and interest to the other party, its Government and nationals of its country designated by it, for research activities under this Arrangement.
 5. The party which owns right, title and interest covering an invention or discovery referred to in subparagraphs 1, 2 and 3 above agrees to promptly disclose such invention or discovery to the other party.
- B. The provisions of paragraph A above of this Arrangement shall apply mutatis mutandis to the protection of utility model and design.
- C. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own inventors according to its own laws. Each party shall, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Arrangement.