

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY  
COMMISSION  
AND  
THE CANADIAN NUCLEAR SAFETY COMMISSION  
FOR THE EXCHANGE OF TECHNICAL  
INFORMATION  
AND  
COOPERATION IN NUCLEAR SAFETY MATTERS

August 2017

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WHEREAS the United States Nuclear Regulatory Commission (hereinafter the USNRC) and the Canadian Nuclear Safety Commission (hereinafter the CNSC), both hereinafter referred to as the Participants, wish to conclude a Memorandum of Understanding for cooperation and exchange of information in nuclear regulatory matters;

RECALLING the *Agreement for Cooperation Concerning Civil Uses of Atomic Energy between the Government of the United States of America and the Government of Canada*, signed at Washington June 15, 1955, as amended and extended;

HAVING similarly cooperated under the terms of prior arrangements for the exchange of technical information and cooperation in nuclear safety matters, most recently under the arrangement signed at Ottawa on April 17, 2012 (the "prior arrangement"), and;

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

The Participants have reached the following understanding:

**SECTION I  
INFORMATION TO BE EXCHANGED**

- (1) Each Participant may request unclassified safety-related information from the other Participant on any matter related to the peaceful use of nuclear energy within the other Participant's jurisdiction, including, but not limited to, information on:
  - (a) new nuclear power plant designs;
  - (b) siting, construction, commissioning, operation, and decommissioning of nuclear installations;
  - (c) legislation, regulations, licenses, regulatory codes, standards, criteria and guides;
  - (d) technical reports and nuclear safety assessments, including those related to radiological safety;
  - (e) nuclear incident and accident reports, and, in particular, information concerning any event that has a major radiological significance and the remedial actions undertaken in response;
  - (f) safety-related research concerning licensing and regulatory control of nuclear installations;
  - (g) radiation protection and physical protection of nuclear material and radioactive sources;
  - (h) storage, discharge and treatment of radioactive waste;
  - (i) regulation of radioactive waste management;
  - (j) communication projects and strategies in the nuclear regulatory field;
  - (k) compliance and inspection programs; and
  - (l) transport and packaging of nuclear substances.
- (2) Each Participant intends to use its best efforts to provide the information that may be requested by the other Participant pursuant to paragraph (1).
- (3) Either Participant may provide the other Participant with any information that it considers may be of interest to the other Participant, without receiving a request for that information.

**SECTION II  
EXCEPTED INFORMATION**

Each Participant's willingness to provide information pursuant to paragraph (2) of Section I is subject to:

- (a) the respective national laws, regulations or policies which govern the Participants;
- (b) any other contract, agreement or commitment of a Participant;
- (c) the ability to refuse to provide information that would be unreasonably difficult or costly to identify or provide, unless otherwise mutually understood between the Participants.

**SECTION III**  
**USE OF INFORMATION AND ALLOCATION OF INTELLECTUAL PROPERTY RIGHTS**

- (1) Each Participant may freely disseminate any information received from the other Participant under this Memorandum of Understanding without obtaining any other permission of the other Participant, with the exception of information that has been provided in confidence.
- (2) The Participants intend to support the widest possible dissemination of information provided or exchanged under this Memorandum of Understanding, subject to the requirements of each Participant's national laws, regulations and policies and the need to protect proprietary and other confidential or privileged information. In the event that scientific and technological research activities under the umbrella of this Memorandum of Understanding are expected to result in the creation of intellectual property, the allocation of rights in such allocation of property is expected to be addressed in implementing agreements for such activities.
- (3) Either Participant may clearly identify, on any information that it may provide to the other under this Memorandum of Understanding, that the information is provided in confidence and may impose restrictions on the use and dissemination of the information.
- (4) Each Participant is expected to respect the confidentiality of any information that it receives from the other Participant that is identified as being provided in confidence, and is expected to respect the restrictions on use and dissemination that have been imposed, to the extent consistent with its national laws, regulations and policies.
- (5) Each Participant using any information that is provided to it under this Memorandum of Understanding is expected to assume all risks incurred by its use.
- (6) This Memorandum of Understanding is not a basis for the exchange of classified information.
- (7) No nuclear information related to proliferation-sensitive technologies is expected to be exchanged under this Memorandum of Understanding.
- (8) Definitions
  - (a) The term "information" means unclassified nuclear energy-related regulatory, safety, security, radioactive waste management, scientific or technical data, including information on results or methods of assessment, research, and any other knowledge provided, created or exchanged under this Memorandum of Understanding.
  - (b) The term "proprietary information" means information made available under this Memorandum of Understanding that contains trade secrets or other privileged or confidential commercial information (such that the person having the information may derive a commercial benefit from it or may have a commercial advantage over those who do not have it), and only includes information that:
    - i. has been held in confidence by its owner;

- ii. has not been transmitted by the owner to other entities (including the receiving Participant), except on the basis that it be held in confidence;
  - iii. is not otherwise available to the receiving Participant from another source without restriction on its further dissemination; and
  - iv. is not already in the possession of the receiving Participant.
- (c) The term “other confidential or privileged information” means information, other than “proprietary information,” that has been transmitted and received in confidence under this Memorandum of Understanding and is protected from public disclosure under the national laws, regulations, or policies of the country of the Participant providing the information.

(9) Marking Procedures for Documentary Proprietary Information

A Participant receiving documentary proprietary information pursuant to this Memorandum of Understanding intends to respect the privileged nature of such information, provided that such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

“This document contains proprietary information provided in confidence under a Memorandum of Understanding dated August 9, 2017, between the United States Nuclear Regulatory Commission and the Canadian Nuclear Safety Commission and is not intended to be disseminated outside these organizations, their consultants, contractors, and licensees, or concerned departments and agencies of the Government of the United States of America and the Government of Canada, without the prior written approval of (name of transmitting Participant). This notice is expected to be marked on each page of any reproduction hereof, in whole or in part. These limitations automatically terminate when the proprietary information is disclosed by the owner without restriction.”

This restrictive legend is expected to be respected by the Participants to this Memorandum of Understanding. Proprietary information bearing this restrictive legend is not intended to be made public or otherwise disseminated in any manner unspecified or contrary to the terms of this Memorandum of Understanding without the prior written consent of the transmitting Participant. Proprietary information bearing this restrictive legend is not intended to be used by the receiving Participant or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Participant.

(10) Dissemination of Documentary Proprietary Information

- (a) In general, documentary proprietary information received under this Memorandum of Understanding may be disseminated by the receiving Participant without prior consent to persons within or employed by the receiving Participant, and to concerned Government departments and Government agencies in the country of the receiving Participant, but:
- i. such dissemination is expected to be made on a case-by-case basis; and

- ii. such proprietary information is expected to bear the restrictive legend appearing in Section III.(9) of this Memorandum of Understanding.
- (b) Documentary proprietary information received under this Memorandum of Understanding may be disseminated by the receiving Participant without prior consent to contractors and consultants of the receiving Participant located within the geographical limits of that Participant's country, but:
  - i. the proprietary information is expected to be used by such contractors and consultants only for work within the scope of their contracts with the receiving Participant relating to the subject matter of the proprietary information, and is not intended to be used by such contractors and consultants for any other private commercial purposes;
  - ii. such dissemination is expected to be made on a case-by-case basis to contractors and consultants who have executed a non-disclosure agreement; and
  - iii. such proprietary information is expected to bear the restrictive legend appearing in Section III.(9). of this Memorandum of Understanding.
- (c) With the prior written consent of the Participant furnishing documentary proprietary information under this Memorandum of Understanding, the receiving Participant may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Memorandum of Understanding. The Participants intend to endeavor to grant such approval to the extent permitted by their respective national laws, regulations and policies, when:
  - i. the entities receiving proprietary information under Section III.(10) of this Memorandum of Understanding, including domestic organizations permitted or licensed by the receiving Participant to construct or operate nuclear production or utilization facilities, or to use nuclear and materials radiation sources, have executed a non-disclosure agreement;
  - ii. the entities receiving proprietary information under Section III.(10) of this Memorandum of Understanding, including domestic organizations permitted or licensed by the receiving Participant to construct or operate nuclear production or utilization facilities, indicate their intent to not use such proprietary information for any private commercial purposes; and
  - iii. those entities receiving proprietary information under Section III.(10) of this Memorandum of Understanding that are domestic organizations permitted or licensed by the receiving Participant, commit to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

(11) Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Participant receiving under this Memorandum of Understanding other confidential or privileged information is expected to 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 Participant; and
- (b) that the information is transmitted with the stated expectation that it be maintained in confidence.

(12) 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 Section III.(10) of this Memorandum of Understanding, "Dissemination of Documentary Proprietary Information."

(13) Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings organized under this Memorandum of Understanding, or information arising from the assignment of staff, use of facilities, or joint projects, is expected to be treated by the Participants according to the principles specified for documentary information in this Memorandum of Understanding; provided, however, that the Participant communicating such proprietary or other confidential or privileged information has placed the receiving Participant on notice as to the character of the information communicated.

(14) Consultation

If, for any reason, one of the Participants becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Memorandum of Understanding, it intends to immediately inform the other Participant. The Participants may thereafter consult to define an appropriate course of action.

#### **SECTION IV PEACEFUL USES OF INFORMATION AND RESULTS**

In accordance with obligations arising from ratification of the *Treaty on the Non-Proliferation of Nuclear Weapons* by the United States of America and Canada, received information and the results of the activities carried out by Participants under this Memorandum of Understanding is expected to be used exclusively for peaceful, non-explosive purposes.

## **SECTION V COOPERATION IN NUCLEAR SAFETY RESEARCH**

The terms of cooperation for joint programs and projects of nuclear safety research and development, or those programs and projects under which activities are divided between the two Participants, including the use of test facilities and/or computer programs owned by either Participant, may be considered on a case-by-case basis and may be the subject of a separate arrangement, if determined to be necessary by the research organizations of one or both of the Participants. When not the subject of a separate arrangement, the terms of cooperation may be established by an exchange of letters between the research organizations of the Participants, and are expected to be consistent with the terms and conditions of this Memorandum of Understanding. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent.

## **SECTION VI EXCHANGE OF PERSONNEL AND TRAINING**

- (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 may be carried out for the purpose of exchanging information or of training on technical regulatory and communication issues.
- (2) Each Participant intends to use its best efforts to accommodate the visit that may be requested by the other Participant pursuant to the above paragraph (1).
- (3) 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. Unless otherwise decided, costs of salary, allowances, and travel of participants are expected to be paid by the Participant that incurs them.
- (4) Within the limits of available resources and subject to the availability of appropriated funds, the Participants intend to cooperate in providing certain training and experience for safety and security personnel.

## **SECTION VII FINANCIAL ASPECTS**

Unless otherwise mutually understood between the Participants, each Participant is expected to be solely responsible for its own participation costs under this Memorandum of Understanding, including those incurred by its coordinator in performing his or her responsibilities. The ability of the Participants to carry out their participation is subject to the appropriation of funds by the appropriate governmental authority and to the national laws, regulations, and policies applicable to the Participants.



**SECTION VIII  
ADMINISTRATION**

- (1) Each Participant may appoint a coordinator to act as a point of contact, implement, and administer this Memorandum of Understanding. Each Participant may, upon signing this Memorandum of Understanding, notify the other Participant of the name of the person it has appointed as its coordinator.
- (2) Each Participant is expected to, forthwith, notify the other Participant of any change of the coordinator and may communicate, at the same time, the name of the new appointed coordinator.
- (3) Unless otherwise requested by the other Participant, all requests for information and exchanges of information provided under this Memorandum of Understanding are expected to be made or provided to the coordinator of the other Participant.

**SECTION IX  
SETTLEMENT OF DISPUTES**

Nothing contained in this Memorandum of Understanding is intended to commit either Participant to take any action that would be inconsistent with its existing national laws, regulations, or policies. If any conflict arises between the terms of this Memorandum of Understanding and those national laws, regulations, or policies, the Participants intend to consult before any action is taken. Any dispute arising between the Participants concerning the interpretation or implementation of this Memorandum of Understanding is expected to be settled amicably through mutual consultation or negotiation between the Participants.

**SECTION X  
MODIFICATIONS**

- (1) This Memorandum of Understanding may be modified in writing, with the modification signed by the Participants in the same manner as this Memorandum of Understanding.
- (2) Any modification would become effective on the date of its signature on behalf of both Participants.

**SECTION XI  
PARAMOUNTCY**

This Memorandum of Understanding replaces all communications, negotiations and arrangements, either written or oral, between the Participants related to this Memorandum of Understanding, prior to its signing.

**SECTION XII  
EFFECTIVE DATE**

This Memorandum of Understanding is intended to commence upon signature and, subject to Section XIII, may continue for a period of five years. It may be extended for a further period of time by written consent of the Participants.

**SECTION XIII  
DISCONTINUATION**

This Memorandum of Understanding may be discontinued by either Participant giving written notice to the other Participant of its decision to discontinue it, which it should endeavor to provide at least three months in advance of its intended date of discontinuation. In the event of discontinuation, each Participant is expected to continue to treat information that has been shared in accordance with Section III.

**SECTION XIV  
NATURE OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding does not constitute an international agreement and does not create rights and obligations governed by international law. This Memorandum of Understanding does not affect any agreements that grant rights or impose obligations on the USNRC and the CNSC.

Signed in duplicate, in the English and French languages.

At Rockville, Maryland, United States of America

At Ottawa, Ontario, Canada

On 7 AUGUST 2017

On 9 AUGUST 2017

FOR THE UNITED STATES NUCLEAR  
REGULATORY COMMISSION:

FOR THE CANADIAN NUCLEAR SAFETY  
COMMISSION:



Kristine L. Svinicki  
Chairman



Michael Binder  
President