


June 24, 1980

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

SECY-80-308

INFORMATION REPORT

For: The Commissioners

From: James R. Shea, Director
Office of International Programs 

Thru: Acting Executive Director for Operations

Subject: NRC INFORMATION EXCHANGE ARRANGEMENT WITH THE JAPAN NUCLEAR SAFETY BUREAU (JNSB) AND THE AGENCY OF NATURAL RESOURCES AND ENERGY (ANRE)

Purpose: To advise the Commission of the near-signature status of the new NRC-JNSB/ANRE information exchange Arrangement (to replace the one which expired on May 30, 1979).

Discussion: The JNSB and ANRE advised IP on April 22, 1980 that they were willing to sign the attached Arrangement text (Enclosure 1), forwarded by NRC letter dated March 10, subject only to the addition of a reference to the fact that the Arrangement was to be signed in both Japanese and English. The staff, of course, had no problem with this addition, since the JNSB agreed to prepare the Japanese language text. IP received this on May 16 and forwarded it to the Department of State for verification of textual authenticity. This was given on June 13.

The Commission should note that, with the concurrence of the Department of State, the nonproliferation language approved for inclusion in NRC's international agreements (SECY-79-95A) will appear in a separate "Memorandum of Intent" (Enclosure 2) to be signed at the same time as the Arrangement, rather than in the body of the Arrangement itself. The Japanese requested this move because they were concerned about the difficulty of explaining to the general public the meaning of the sentence and what technologies were involved. Other than this, the Arrangement is quite similar to new arrangements with other countries.

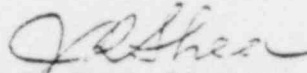
The staff is checking with the Japanese now to determine whether a senior JNSB-ANRE delegation which could sign the Arrangement intends to visit the U.S. within the next few months. If not, and unless one of the Commissioners is planning a trip to Japan, the staff will arrange for signature to be accomplished by mail, with the EDO signing for the U.S. no earlier than two weeks from the date of this paper. We would then forward the signed English-language originals through the Department of State to the DOE Scientific Representative in Tokyo, who has been working with us on this project.

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Coordination: ELD has no legal objection. The Department of State has no problem with NRC's concluding this Arrangement in this format at this time. RES concurs in the proposed Arrangement with the JNSB and ANRE.



James R. Shea, Director
Office of International Programs

Enclosures:

1. Text of Proposed NRC-JNSB/ANRE Arrangement
2. "Memorandum of Intent"

DISTRIBUTION

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TECHNICAL EXCHANGE ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.),
THE JAPAN NUCLEAR SAFETY BUREAU
(J.N.S.B.),
AND
THE AGENCY OF NATURAL RESOURCES AND ENERGY
(A.N.R.E.)
IN THE FIELD OF REGULATORY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.), the Japan Nuclear Safety Bureau (hereinafter called the J.N.S.B.), and the Agency of Natural Resources and Energy (hereinafter called the A.N.R.E.);

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 and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on May 18 and 30, 1974, between the United States Atomic Energy Commission, the Japan Atomic Energy Bureau, and the A.N.R.E., but continued after January 19, 1975, as between the U.S.N.R.C., the J.N.S.B., and the A.N.R.E.;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement and, accordingly, having continued their cooperation pending the execution of this Arrangement;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

1. Technical Information Exchange

To the extent that the U.S.N.R.C., J.N.S.B., and A.N.R.E. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities.

- a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.
- b. Significant licensing actions and safety and environmental decisions affecting nuclear facilities.
- c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the J.N.S.B. and A.N.R.E. as similar to certain facilities being built or planned in Japan and equivalent documents on such Japanese facilities.

- d. Information in the field of nuclear safety research that requires early attention in the interest of public safety.
- e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
- f. Regulatory procedures for the health, safety, and environmental impact evaluation of nuclear facilities.
- g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

2. Exchange of Regulatory Standards

- a. Each party will inform the other of specific subjects on which regulatory standards development work is underway, or that is planned, and approximate schedules for moving work forward on these subjects.
- b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of a party will be made available to the other party on a timely basis.

II. ADMINISTRATION

1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

2. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged.

3. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be

accompanied by an abstract in English, 250 words or less, describing its scope and content.

4. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.
5. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.
6. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

III. EXCHANGE AND USE OF INFORMATION

1. General

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

2. Definitions (As used in Article III)

- a. The term "information" means nuclear energy-related regulatory, safety, scientific, or technical data, including information on results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.
- b. The term "proprietary information" means information which contains commercial or financial information which is privileged.
- c. The term "other privileged information" means information, other than "proprietary information," which is protected from unauthorized disclosure by the Government of the transmitting party, 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, the Japan Nuclear Safety Bureau, and the Agency of Natural Resources and Energy 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 Japan without the prior approval of (name of submitting 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."

4. Dissemination of Documentary Proprietary Information

- a. 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; and

(2) to organizations permitted or licensed by the receiving party (including contractors of these organizations) 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 in work within the terms of the permit or license granted to these organizations,

Provided that any dissemination of proprietary information under (1) and (2), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

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 Privileged Information of a Documentary Nature

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

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

6. Dissemination of Other Privileged Information of a Documentary Nature

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

7. Non-Documentary Proprietary or Other Privileged Information

Non-documentary proprietary or other 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 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.

IV. FINAL PROVISIONS

1. This Arrangement shall enter into force upon the last of the dates on which it is signed and, subject to paragraph IV.2.

of this Article, shall remain in force for five years unless extended for a further period of time by agreement between the parties.

- 2. Any party may withdraw from the present Arrangement after providing the other parties written notice 90 days prior to its intended date of withdrawal.

The present Arrangement is established in two originals, one in English and one in the Japanese language, each text being equally authentic.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

FOR THE JAPAN NUCLEAR SAFETY BUREAU

BY: _____

BY: _____

TITLE: Executive Director for Operations (Acting)

TITLE: Deputy Director General

DATE: _____

DATE: _____

FOR THE AGENCY OF NATURAL RESOURCES AND ENERGY

BY: _____

TITLE: Councillor

DATE: _____

MEMORANDUM OF INTENT

Subject: Technical Exchange Arrangement Between the United States Nuclear Regulatory Commission, the Japan Nuclear Safety Bureau, and the Agency of Natural Resources and Energy in the Field of Regulatory Matters

The nuclear safety information to be exchanged under the subject Arrangement, signed on _____, 1980, is described in Section I. of the Arrangement. It is agreed that no nuclear information related to proliferation-sensitive technologies is included. No such information will be exchanged under this Arrangement.

For the Japan
Nuclear Safety Bureau

For the Agency of
Natural Resources
and Energy

For the U.S. Nuclear
Regulatory Commission

Date _____

Date _____

Date _____