

**IMPLEMENTING ARRANGEMENT  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE UNITED KINGDOM ATOMIC ENERGY AUTHORITY  
FOR EXCHANGE OF NUCLEAR REACTOR TECHNOLOGY INFORMATION  
UNDER THE MEMORANDUM OF UNDERSTANDING ON ENERGY R&D  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND THE DEPARTMENT OF TRADE AND INDUSTRY  
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

The Department of Energy of the United States of America (DOE) and the Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland (DTI) signed a Memorandum of Understanding on Collaboration in Energy Research and Development on November 6, 2000 (MOU) and an amendment on Oct. the 7<sup>th</sup> 2003;

The DTI and DOE wish to continue and build upon the long history of successful cooperation between their respective countries in respect of matters relating to energy and, in particular, the mutually beneficial cooperative programme that has existed in the past in the nuclear energy area;

Acknowledging that the Department of Energy of the United States of America (DOE) and the Atomic Energy Authority of the United Kingdom of Great Britain and Northern Ireland (UKAEA) (hereinafter the "Participants") each have responsibility for the decommissioning of their respective nuclear fuel handling facilities, radioactive waste disposal, facility decommissioning, site clearance, environmental remediation, and long-term environmental management of nuclear reactors and associated facilities; and

Noting the long history of mutually beneficial cooperation between their two countries in the field of energy, including nuclear energy;

And further noting cooperation between government agencies, universities, science and research centers, institutes and institutions, private sector firms and other entities of the Participant's two countries are contemplated in Section 5 of the MOU;

The Participants have reached the following understanding:

## **Section 1**

### **Objective**

This Implementing Arrangement is subject to and guided by the terms of the MOU. In accordance with Section 4 of the MOU, the Participants intend to exchange information in the areas of nuclear facility decommissioning, waste management, and site remediation, on the basis of mutual benefit, equality and reciprocity.

## **Section 2**

### **Scope**

2.1 Collaboration under this Implementing Arrangement may include, but is not limited to, the exchange of information which the Participants have a right to disclose, either in their possession or available to them, concerning the following subjects:

#### 2.1.1 Nuclear Facility Decommissioning

Comparison of decommissioning technologies, practices and strategies applicable to nuclear reactor facilities and nuclear fuel facilities, with a view to adopting best practices for particular decommissioning activities. Such comparisons may include examination of safety and environmental issues as appropriate, including response to possible emergency situations.

#### 2.1.2 Spent Fuel

Strategy and solutions for spent fuel handling which may consider, among other options, interim storage, final disposal, and additional processing safety justifications.

#### 2.1.3 Waste Management and Site Remediation

All activities, including technology development, physical and institutional controls, monitoring and surveillance, information management, and other mechanisms required to protect human health and the environment. It is the intent of the Participants to identify strategies to reduce scientific and technical uncertainty, improve the reliability of engineered solutions, and reduce overall costs associated with residual hazards for nuclear sites.

#### 2.1.4 Other subjects as the Participants may add by written arrangement.

2.2 Information transmitted by one Participant to the other Participant under this Implementing Arrangement will be accurate to the best knowledge and belief of the transmitting Participant, but the transmitting Participant does not warrant the suitability of

the information for any particular use or application by the receiving Participant or by any third party.

- 2.3 In the event a Participant proposes to transfer business-confidential information to the other Participant, the Participants will consult with each other and make appropriate written arrangements for the protection of such business-confidential information in accordance with applicable laws, regulations, and administrative practice.

### **Section 3** Forms of Cooperation

Collaboration under this Implementing Arrangement may include, but is not limited to, the following forms:

- 3.1 Exchange of general information on nuclear reactor technology;
- 3.2 Exchange of scientific and technical information on specific topics as mutually agreed;
- 3.3 Short visits by one Participant to the facilities of the other Participant;
- 3.4 Exchange or assignment of staff, subject to a written arrangement in each case between the Participants;
- 3.5 Other specific forms of cooperation as the Participants may add by written arrangement.

### **Section 4** Management

- 4.1 Each Participant will appoint a Coordinator to liaise with his/her counterpart in order to plan, implement and evaluate the cooperation under this Implementing Arrangement. The Coordinators may be assisted by experts, as they deem appropriate.
- 4.2 The Coordinators may meet at regular intervals, as agreed, alternately in the United Kingdom and in the United States. Alternatively, meetings may be held by videoconference.
- 4.3 The Coordinators may form Working Groups for *ad hoc* periods, to undertake assigned tasks on special topics within the scope of this Implementing Arrangement. Each Coordinator will designate a topic area specialist for each Working Group formed. The specialists will be responsible for keeping the Coordinators informed of the activities of their Working Group.

4.4 At such intervals specified by the Coordinators, the specialists responsible for each Working Group will provide a written progress statement to the Coordinators.

**Section 5**  
Funding

- 5.1 Collaboration under this Implementing Arrangement is subject to the availability of appropriated funds and other resources.
- 5.2 Each Participant is responsible for the costs it incurs to participate in the collaboration under this Implementing Arrangement.

**Section 6**  
Effective Date and Termination

- 6.1 This Implementing Arrangement will enter into operation upon signature by the Participants and remain in operation so long as the MOU remains in operation, unless earlier terminated in accordance with section 6.3 below.
- 6.2 The Participants may amend this Implementing Arrangement by written arrangement. Either Participant may terminate this Implementing Arrangement at any time upon 3 months written notice to the other Participant.

Signed in duplicate.

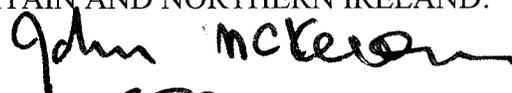
FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA:



Date: March 10, 2004

Place:

FOR THE ATOMIC ENERGY AUTHORITY  
OF THE UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND:

  
CEO

Date: 20/10/03

Place:

