



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE DEPARTMENT OF NATURAL
RESOURCES OF CANADA CONCERNING ENHANCING COOPERATION
IN THE FIELD OF CIVIL NUCLEAR ENERGY**

**THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (“DECC”) AND THE
DEPARTMENT OF NATURAL RESOURCES OF CANADA (“NRCAN”), hereinafter referred to
as the “Participants”,**

CONSIDERING the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland (“the UK Government”) the Government of Canada (“the Canadian Government”) as outlined in the *Agreement between the Government of Canada and the European Atomic Energy Community (EURATOM) for co-operation in the Peaceful Uses in Atomic Energy*, (hereinafter “NCA”) done at Brussels on 6 October 1959, to which the UK Government is a party.

HAVING A DESIRE to strengthen and enhance collaboration between the United Kingdom of Great Britain and Northern Ireland (“UK”) and Canada with respect to sustainable development of civil nuclear energy resources;

RECOGNISING that NRCAN is the Department in Canada that has the responsibility for Canadian federal policy on civil nuclear energy, including research and development;

RECOGNISING that DECC is the Department in the UK that has the responsibility for all aspects of UK civil nuclear energy policy;

OBSERVING that both States are Parties to the *Treaty on the Non-Proliferation of Nuclear Weapons* done at New York on 1 July 1968 (NPT);

RECOGNISING that Canada is a non-nuclear-weapon state as defined by the NPT, and that it concluded a comprehensive safeguards agreement with the International Atomic Energy Agency (IAEA) which entered into force on 21 February 1972 for the application of safeguards in Canada, and an Additional Protocol to that agreement which entered into force on 8 September 2000;

RECOGNISING that the UK is a nuclear-weapon state as defined by the NPT, and that it concluded a safeguards agreement with the IAEA which entered into force on 14 August 1978, for the application of safeguards in the UK, and an Additional Protocol to that agreement which entered into force on 30 April 2004;

NOTING that the UK Government and the Canadian Government are bound by Article IV (2) of the NPT, under which all Parties to the Treaty undertake to facilitate, and have the right to participate in, the fullest possible exchange of equipment, materials and scientific and technological information for the peaceful uses of nuclear energy, in conformity with the provisions of the NPT;

RECOGNISING the commitment to a stronger partnership between the UK Government and the Canadian Government for the 21st century, as set forth in the Joint Declaration of 22 September 2011 between the Prime Minister of the United Kingdom of Great Britain and Northern Ireland and the Prime Minister of Canada;

RECALLING the 2012 agreement between the Secretary of State for Foreign and Commonwealth Affairs of the Government of the United Kingdom of Great Britain and Northern Ireland and the Minister of Foreign Affairs of the Government of Canada to facilitate and promote collaboration and information-sharing within civil nuclear power generation sectors;

RECALLING the mutual efforts of the UK and Canada to strengthen global nuclear safety, security and safeguards through multiple avenues, including cooperation between their independent regulatory agencies, namely, the UK Office for Nuclear Regulation and the Canadian Nuclear Safety Commission, and their active participation in such international organisations such as the International Atomic Energy Agency;

ACKNOWLEDGING the benefits to be derived from collaboration on civil nuclear energy for mutual benefit in friendly cooperation;

THEREFORE, in consideration of the above, the Participants hereby indicate their intent to jointly collaborate in the peaceful development of civil nuclear science and technology and have reached the following understanding:

1. OBJECTIVE

The objective of this Memorandum of Understanding (“MOU”) is to confirm a bilateral framework for collaboration between the Participants concerning nuclear energy projects, programmes, research and development, and policies aimed at sustainable development of civilian nuclear energy and its applications.

2. AREAS OF COLLABORATION

(a) The Participants will encourage and facilitate closer relationships between relevant government agencies, intermediaries, independent regulatory authorities, academic and financial institutions, and their enterprises to cooperate in the civil nuclear energy sector, with the understanding that areas of collaboration may include projects, programmes, and policies of mutual interest, where appropriate, related to the following:

(i) Exploration, Mining, and Processing of Uranium

Sustainable development of the uranium sector; opportunities for uranium exploration, mining and processing.

(ii) Nuclear Reactor Design, Construction, Maintenance, Operation, and Decommissioning

Opportunities in both countries related to new and existing civil nuclear facilities. This includes but is not limited to the design, engineering, licensing, construction, investment, safety, security and environment protection and equipment, operation, management, maintenance, radioactive waste management, and decommissioning of nuclear installations. This includes the identification of best practices in safe and efficient operation of nuclear facilities and cost-effective decommissioning and waste management capabilities and practices.

(iii) Advanced Reactor and Fuel Cycle Technologies

Research, development, and deployment of power reactor technologies and designs adapted to use alternative fuel cycles or advanced fuel cycles that are safe, secure, environmentally acceptable and support the safe and proper disposition of legacy material, waste minimization, and the sustainability of nuclear energy and resources.

(iv) Workforce Skills

Partnership and cooperation between relevant enterprises in both countries to meet the growing demand for a qualified, high-skilled workforce. This includes but is not limited to academic institutions, manufacturers, and industry organisations.

(v) Research and Development Priorities

Research and development priorities including short-term mission oriented research and development and long term, underlying, and exploratory research and development.

This includes:

(A) approaches to nuclear knowledge management (including strategies for research and development capability maintenance and the role of research and development in knowledge preservation and enhancement); and

(B) development of public communications as key inputs into the development of research and development priorities.

(vi) Policy Issues of Mutual Interest

Civil nuclear policy areas of mutual interest including civil nuclear emergency preparedness and response; civil nuclear safety, security and environmental protection; radioactive waste management; civil nuclear liability; production of medical isotopes and public interactions.

- (vii) Other areas of civil nuclear energy as the Participants may mutually decide upon in writing.

3. FORMS OF COLLABORATION

- (a) Cooperation between the Participants pursuant to this MOU will follow the principle of mutual benefit and reciprocity based on the recognition of the achievements and developments in the field of civil nuclear energy made by the UK and Canada as well as the willingness and interest of relevant UK and Canadian nuclear energy enterprises to participate in the development, construction and operation of civil nuclear energy projects in the UK, Canadian and third country markets.
- (b) The Participants understand that collaboration may take the following forms, where appropriate and of mutual interest:
 - (i) encouraging UK and Canadian enterprises to develop mutually beneficial commercial partnerships in the uranium and nuclear energy fields;
 - (ii) supporting cooperation in the civil nuclear energy sector in their respective countries by providing information and guidance regarding the laws, policies, regulations and procurement procedures relevant to any specific investment project including but not restricted to licensing and design certification requirements;
 - (iii) exchanging and providing information and data on science and technology activities and developments, practices and results, and on programmes, policies and plans including exchange of proprietary information;
 - (iv) establishing meetings of various forms (e.g. workshops, trade missions, working groups) to discuss and exchange information on social, technical, licensing and regulation, and trade of general or specific subjects in the areas listed above, and to identify additional collaborative actions which may be usefully carried out;
 - (v) developing joint studies, projects or experiments;
 - (vi) exchanges between governmental representatives related to information on energy policy, international trends and other issues of common interest on civilian nuclear energy;
 - (vii) exchanges of safety-related, security-related (including radioactive waste management) information by independent regulatory agencies concerning the regulation of nuclear energy use for peaceful purposes; and
 - (viii) any other specific forms of collaboration as they mutually decide upon in writing.

4. COSTS

- (a) Unless otherwise decided, each Participant will bear the costs it may incur as a result of its participation in collaboration pertaining to projects, programmes, and policies, as may be carried out pursuant to this MOU.
- (b) The Participants may explore, on a case-by-case basis, options to provide financial and technical resources for any collaboration pursuant to this MOU.

5. GENERAL CONSIDERATIONS

- (a) The Participants will act separately and voluntarily under this MOU.
- (b) An annual work plan will be established through mutual agreement between the Participants. The work plan will be reviewed annually in order to follow-up on activities taking place under this MOU and identify new opportunities for collaboration.
- (c) The Participants acknowledge that this MOU is not an international agreement and does not create any legally binding obligations under international law.
- (d) The Participants recognize that collaborative activities carried out pursuant to this MOU will be implemented in accordance with the Participants' applicable laws, statutes, regulations and other independent regulatory requirements, including the provisions of the NCA.
- (e) Each Participant will treat as confidential, to the extent permitted under its national law, information provided by the other Participant in connection with co-operation under this MOU with a request for confidential treatment of that information.
- (f) All the information and experience obtained or generated pursuant to this MOU will remain the property of the Participant which provided it but will be available for use by the receiving Participant. When not specifically required by national law, neither Participant will divulge to any third parties any confidential or proprietary information received under this MOU from the other Participant, without the other Participant's prior written consent.
- (g) This MOU will remain in effect until terminated by a Participant. This MOU may be terminated by either Participant providing three (3) months' written notice to the other or by mutual written consent on a date determined by the Participants.
- (h) Any difference or dispute that may arise between the Participants relating to the application or interpretation of this MOU will be settled by consultations between them.

- (i) The Participants may amend this MOU upon their mutual written consent.
- (j) This MOU will come into effect upon the date of signature by both Participants.

SIGNED in duplicate at London on the 29th day of June 2015, in the English and French languages, each version being equally valid.

**FOR THE DEPARTMENT
OF ENERGY AND CLIMATE
CHANGE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND
NORTHERN IRELAND**

**FOR THE DEPARTMENT
OF NATURAL RESOURCES
OF CANADA**