

**ARRANGEMENT**

**BETWEEN**

**THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
(USNRC)**

**AND**

**THE HUNGARIAN ATOMIC ENERGY AUTHORITY  
(HAEA)**

**FOR THE EXCHANGE OF TECHNICAL INFORMATION  
AND  
COOPERATION IN NUCLEAR SAFETY MATTERS**

**MARCH 15, 2007**

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The United States Nuclear Regulatory Commission (hereinafter called the USNRC) and the Hungarian Atomic Energy Authority (hereinafter called the HAEA), both hereinafter called the Parties;

Noting the existence of the Agreement Between the Government of the United States of America and the Government of the Republic of Hungary for Scientific and Technological Cooperation, signed on March 15, 2000;

Having a mutual interest, within the framework of their competence, in the exchange of information and cooperation 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 cooperated under the terms of a five-year Arrangement for the exchange of technical information and cooperation in nuclear safety matters, signed at Budapest on September 24, 1990;

Having already continued that cooperation for additional five-year periods through Arrangements signed at Vienna on September 16, 1996, and at Washington on November 6, 2001, and having indicated their mutual desire to continue for another five years the close and fruitful cooperation so established in the field of commercial nuclear reactor safety, based on mutual benefit, equality, and reciprocity;

The USNRC and the HAEA have now agreed as follows:

**I. SCOPE OF THE ARRANGEMENT**

**A. Technical Information Exchange**

To the extent that the USNRC and the HAEA are permitted to do so under the laws, regulations, and policy directives of their respective countries, the Parties agree to exchange the following types of technical information relating to the regulation of safety, safeguards, waste management, and environmental impact of designated civilian nuclear facilities and to nuclear safety research programs. Cooperation under this Arrangement will be carried out as agreed on the basis of mutual benefit, equality, and full reciprocity between the Parties. The areas of exchange and cooperation under this Arrangement will include the following:

1. Topical reports concerning technical safety, safeguards (materials accountancy and control and physical security), waste management, and environmental effects written by or for one of the Parties as a basis for, or in support of, regulatory decisions and policies.
2. Information relating to significant licensing actions and safety, safeguards, waste management, and environmental decisions affecting nuclear facilities. This may include, but not be limited to, documents relating to:
  - a. personnel training,
  - b. emergency planning,
  - c. licensing and enforcement procedures (role of standardization, QA/QC, PSA/PRA, etc.),
  - d. nuclear hardware issues, including radiation effects on reactor components,
  - e. probabilistic safety assessment and related severe accident evaluations,
  - f. regulation of transport and disposal of radioactive waste from civilian nuclear facilities,
  - g. next generation reactor concepts (advanced reactors),
  - h. aging and life extension of nuclear power plants,
  - i. public acceptance of nuclear power from the standpoint of regulatory activities.
3. Detailed descriptive documents on the USNRC process for licensing and regulating U.S. facilities and equivalent documents on HAEA facilities.
4. Information in the field of confirmatory safety research which the Parties have the right to disclose, either in the possession of one of the Parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", attached hereto and made a part hereof. Exchanges in the field of reactor safety research may require a separate agreement, as determined to be necessary by the research organizations of one or both Parties. Each Party will transmit immediately to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.
5. Reports on operating experience, such as reports on nuclear incidents, accidents, and shutdowns, and compilations of historical reliability data on components and systems.
6. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the Parties.
7. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the Parties.
8. Information on methods and techniques of assessment pertinent to activities included under this Article.

B. Cooperation in Confirmatory Safety Research

The terms of cooperation for joint programs and projects of confirmatory nuclear safety research and development, or those programs and projects under which activities are divided between the two Parties, including the use of test facilities and/or computer programs owned by either party, will be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the research organizations of one or both Parties. When not the subject of a separate agreement, the terms of cooperation may be established by an exchange of letters between the research organizations of the Parties and will be subject to the terms and conditions of the present agreement. Temporary assignments of personnel by one Party in the other Party's agency will also be considered on a case-by-case basis and will, in general, require a separate letter of agreement.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the USNRC will try to assist the HAEA by providing certain training and experience for HAEA safety personnel. Unless otherwise agreed, costs of salary, allowances, and travel of HAEA participants will be paid by the HAEA. The following are typical of, but not necessarily restricted to, the kinds of training and experience that may be provided:

1. HAEA inspector accompaniment of USNRC inspectors on operating reactor and reactor construction inspection visits in the U.S., including extended briefings at USNRC regional inspection offices.
2. Participation by HAEA employees in USNRC staff training courses.
3. Assignment of HAEA employees for 6-24 month periods within the USNRC staff to work on USNRC staff duties and gain experience.

D. Additional Safety Advice

To the extent that the documents and other information provided by the USNRC as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet HAEA needs for technical advice, the Parties will consult on the best means for fulfilling such needs.

II. **ADMINISTRATION**

- A. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Meetings will be held at mutually agreed times 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. Consideration will be given to including in such meetings, as appropriate, participants from other countries interested in the same

discussion topics who are acceptable to both Parties. The time, place, and agenda for such meetings will be agreed upon in advance. Visits which take place under this Arrangement, including their schedules, will have the prior approval of the Arrangement administrators.

- B. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators will 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 will 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 information to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.
- C. The administrators will 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.
- D. The application or use of any information exchanged or transferred between the Parties under this Arrangement will 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.
- E. 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 will not constitute a commitment of other agencies to furnish such information or to receive such visitors.
- F. Nothing contained in this Arrangement will require either Party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. 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.
- G. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement will be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.
- H. Any dispute or questions among the Parties concerning the interpretation or application of this Arrangement arising during its term will be settled by mutual agreement of the Parties.

### III. EXCHANGE AND USE OF INFORMATION

#### A. General

The Parties support the widest possible dissemination of information provided, created or exchanged under this Arrangement, subject to the requirements of each Party's national laws, regulations and policies and the need to protect proprietary and other sensitive or privileged information, and subject to the provisions of the Intellectual Property Annex, hereby incorporated into this Arrangement.

#### B. Definitions

1. The term "information" means unclassified 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 provided, created or exchanged under this Arrangement.
2. The term "proprietary information" means information created or exchanged under this Arrangement which contains trade secrets or other privileged or sensitive 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 may only include information which:
  - a. has been held in confidence by its owner;
  - b. is of a type which is customarily held in confidence by its owner;
  - c. has not been transmitted by the owner to other entities (including the receiving Party) except on the basis that it be held in confidence;
  - d. is not otherwise available to the receiving Party from another source without restriction on its further dissemination; and
  - e. is not already in the possession of the receiving Party.
3. The term "other confidential or privileged information" means non-classified information, other than "proprietary information," which has been transmitted and received in confidence under this Arrangement and is protected from public disclosure under the laws, regulations, or policies of the country of the Party providing the information, or is otherwise restricted by the provider.

#### C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement will 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 furnished in confidence under an Arrangement dated March 15, 2007 between the United States Nuclear Regulatory Commission and the Hungarian Atomic Energy Authority and will not be disseminated outside these organizations, their consultants, contractors, and licensees, or concerned departments and agencies of the Government of the United States and the Government of the Republic of Hungary, without the prior written approval of (name of transmitting Party). This notice will be marked on each page of any reproduction hereof, in whole or in part. These limitations will automatically terminate when the proprietary information is disclosed by the owner without restriction."

This restrictive legend shall be respected by the Parties to this Arrangement. Proprietary information bearing this restrictive legend shall not be made public or otherwise disseminated in any manner unspecified or contrary to the terms of this Arrangement without the prior written consent of the transmitting Party. Proprietary information bearing this restrictive legend shall not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be 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, provided
  - a. such dissemination is made on a case-by-case basis to persons or departments and agencies having a legitimate need for the proprietary information; and
  - b. such proprietary information shall bear the restrictive legend appearing in Article III.C of this Arrangement.
2. Proprietary information received under this Arrangement may be disseminated by the receiving Party without prior consent of the transmitting Party to contractors and consultants of the receiving Party located within the geographical limits of that Party's nation, provided
  - a. that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving Party relating to the subject matter of the proprietary information, and shall not be used by such contractors and consultants for any other private commercial purposes; and
  - b. that such dissemination is made on a case-by-case basis to contractors and consultants having a legitimate need for the proprietary information and who have executed a non-disclosure agreement; and
  - c. that such proprietary information shall bear the restrictive legend appearing in Article III.C of this Arrangement.

3. 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 under the terms set forth in this Arrangement. The Parties will endeavor to grant such approval to the extent permitted by their respective national laws, regulations and policies, provided
  - a. that the entities receiving proprietary information under Article III.C of this Arrangement, including domestic 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, have a legitimate need for the proprietary information and have executed a non-disclosure agreement; and
  - b. that the entities receiving proprietary information under Article III.C of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, shall not use such proprietary information for any private commercial purposes; and
  - b. that those entities receiving proprietary information under Article III.C of this Arrangement that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

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

A Party receiving under this Arrangement other confidential or privileged information will 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

1. that the information is protected from public disclosure by the government of the transmitting Party; and
2. that the information is transmitted under the condition that it be maintained in confidence.

**F. 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 D., Dissemination of Documentary Proprietary Information.

**G. 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 Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, will 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.

H. 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 non-dissemination provisions of this Arrangement, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

I. Other

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

J. Dispute Resolution

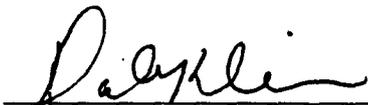
Cooperation under this Arrangement will be governed by the laws and regulations of the respective Parties. Any dispute or question between the Parties concerning the interpretation or application of this Arrangement arising during its term will be settled by mutual agreement of the Parties.

**IV. FINAL PROVISIONS**

- A. This Arrangement will enter into force upon signature and, subject to paragraph B of this Article, will remain in force for a period of five (5) years. It may be extended for a further period of time by written agreement of the Parties.
- B. Either Party may withdraw from the Arrangement after providing the other Party written notice 180 days prior to its intended date of withdrawal.

Signed at Washington, D.C. on this 15<sup>th</sup> day of March 2007, in duplicate, in the English and Hungarian languages, both texts being equally authentic.

FOR THE UNITED STATES  
NUCLEAR REGULATORY COMMISSION:



Dale E. Klein, Chairman

FOR THE HUNGARIAN ATOMIC  
ENERGY AUTHORITY:



Ivan Lux, Deputy Director General

ADDENDUM "A"

USNRC –HAE Safety Research Exchange

Areas In Which the USNRC Is Performing or Sponsoring Safety Research

1. Reactor Vessel and Piping Integrity
2. Aging of Reactor Components
3. Reactor Equipment Qualification
4. Thermal Hydraulic Code Applications and Maintenance
5. Plant Performance
6. Human Performance
7. Core Melt and Reactor Coolant System Failure
8. Reactor Containment Safety
9. Containment Structural Integrity
10. Seismic Safety
11. Probabilistic Risk Assessment
12. Severe Accident Analysis
13. Radiation Protection and Health Effects
14. Radionuclide Transport and Waste Management
15. Nuclear Fuel Analysis
16. Dry Cask Storage and Transport
17. Decommissioning
18. Advanced Reactor Designs
19. Fire Protection

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ADDENDUM "B"

USNRC – HAEA Nuclear Safety Research Exchange Areas  
in Which the HAEA is Performing or Sponsoring Safety Research

1. INTEGRITY OF NUCLEAR POWER PLANT COMPONENTS
2. EXTENSION OF SAFETY ANALYSIS CAPABILITIES
3. CONTAINMENT BEHAVIOR
4. HUMAN FACTORS
5. RADIOACTIVE WASTE MANAGEMENT

**INTELLECTUAL PROPERTY ADDENDUM**

Pursuant to Article III. of this Arrangement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Addendum.

**I. SCOPE**

1. This Addendum is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.
2. For purposes of this Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967; viz., "intellectual property" shall include the rights relating to:

- literary, artistic and scientific works,
- performances of artists, phonograms, and broadcasts,
- inventions in all fields of human endeavor,
- scientific discoveries,
- industrial designs,
- trademarks, service marks, and commercial names and designations,
- protection against unfair competition,

and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields."

3. This Addendum addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain rights to intellectual property allocated in accordance with this Addendum by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Addendum does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
4. Disputes concerning intellectual property arising under this Arrangement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the

### III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

#### SECURITY OBLIGATIONS I. PROTECTION OF INFORMATION

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

#### II. TECHNOLOGY TRANSFER

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements.