



*United States–Spain Treaties in Force,
January 1, 2009*

**Arrangement between The United States Nuclear
Regulatory Commission (U.S.N.R.C.) and the Spanish
Consejo de Seguridad Nuclear (C.S.N.) for The Exchange of
Technical Information and Cooperation in Nuclear Safety
Matters**

Arrangement signed at Rockville May 11, 1995
Entered into force May 11, 1995

TIAS 12644



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ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR
REGULATORY COMMISSION (U.S.N.R.C.) AND THE SPANISH CONSEJO DE
SEGURIDAD NUCLEAR (C.S.N.) FOR THE EXCHANGE OF TECHNICAL
INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

Arrangement signed at Rockville May 11, 1995;
Entered into force May 11, 1995.
With addenda.

TEXT:

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Consejo de Seguridad Nuclear (hereinafter called the C.S.N.);

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 October 29, 1974, (1) between the United States Atomic Energy Commission and the Spanish Junta de Energia Nuclear (J.E.N.), such Arrangement including provision for its extension as mutually agreed upon by the parties;

NOTES

(1) TIAS 8344; 27 UST 2716.

Having previously extended such Arrangement for a five-year period beginning November 5, 1979, (2) but having continued it after July 27, 1981, and for two additional five-year periods beginning September 28, 1984 (3) and September 27, 1989, (4) as agreed between the U.S.N.R.C. and the C.S.N.;

NOTES

(2) TIAS 9697; 31 UST 5923.

(3) TIAS 11117.

(4) TIAS 12233.

Having now indicated their mutual desire to continue the cooperation so established for another five years:



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Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

1. Technical Information Exchange

To the extent that the U.S.N.R.C. and the C.S.N. 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, and environmental impact of designated nuclear energy facilities and to nuclear safety research programs:

- a. Topical reports concerning technical safety, safeguards, 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.
- b. Documents relating to 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 C.S.N. as similar to certain facilities being built or planned in Spain, and equivalent documents on such Spanish facilities.
- d. Information in the field of confirmatory safety research which the parties have the right to disclose, either in 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;
- 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 safety, safeguards (materials accountancy and control and physical protection), waste management, 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.



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h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

2. 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.

3. Training and Assignments

The U.S.N.R.C. will assist the C.S.N. in providing certain training and experience for C.S.N. safety personnel. Costs of salary, allowances and travel of C.S.N. participants will be paid by the C.S.N. Participation will be permitted within the limits of available resources. The following are typical of the kinds of training and experience that may be provided:

- a. C.S.N. inspector accompaniment of U.S.N.R.C. inspectors on operating reactor and reactor construction inspections in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices.
- b. Participation by the C.S.N. employees in U.S.N.R.C. staff training courses.
- c. Assignment of C.S.N. employees for 6 to 24 month periods to the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience.

4. Additional Safety Advice

To the extent that the documents and other information provided by the U.S.N.R.C. as described in 1., 2., and 3., above, are not adequate to meet C.S.N. needs for technical advice, the parties will consult on the best means for fulfilling such needs. The U.S.N.R.C. will attempt, within the limits of appropriated resources and legislative authority, to assist the C.S.N. in meeting these needs. For example, within these limits, U.S.N.R.C. will attempt to meet requests that come through the International



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Atomic Energy Agency for technical assistance missions to Spain by U.S.N.R.C. safety experts.

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. Meetings will be held at such 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 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.
2. 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.
3. 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.
4. 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.
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 will not constitute a commitment of other agencies to furnish such information or to receive such visitors.



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6. Nothing contained in this Arrangement will 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. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement.

7. 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.

III. EXCHANGE AND USE OF INFORMATION

1. General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Intellectual Property Addendum, which is an integral part of this Arrangement.

2. Definitions

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, including information on results or methods of confirmatory assessment, research, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information made available under this Arrangement which contains trade secrets or other privileged or confidential commercial information (such that the person having the information may derive an economic benefit from it or may have a competitive advantage over those who do not have it), and may only include information which:

(1) has been held in confidence by its owner;

(2) is of a type which is customarily held in confidence by its owner;

(3) has not been transmitted by the owner to other entities (including the receiving party) except on the basis that it be held in confidence;



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(4) is not otherwise available to the receiving party from another source without restriction on its further dissemination; and

(5) is not already in the possession of the receiving party.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country of the party providing the information 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 will 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 and the Spanish Consejo de Seguridad Nuclear and will 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 Spain without the prior approval of (name of submitting party). This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restriction."

This restrictive legend will be respected by the receiving party and proprietary information bearing this legend will not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the consent of the transmitting party.

4. Dissemination of Documentary Proprietary Information

a. In general, 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 contractors 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



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with the receiving party in work relating to the subject matter of the proprietary information;

(2) to 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, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to domestic contractors of organizations identified in 4.b.(2), above, for use only in work within the scope of the permit of license granted to such organizations,

Provided that any dissemination of proprietary information under 4.b.(1), (2), and (3), above, will be on an as-needed, case-by-case basis, will be pursuant to an agreement of confidentiality, and will be marked with a restrictive legend substantially similar to that appearing in paragraph 3., above.

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 will 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 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

a. that the information is protected from public 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 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 III.4., Dissemination of Documentary Proprietary Information.



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7. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or 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, 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.

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 will immediately inform the other party. The parties will thereafter consult to define an appropriate course of action.

9. 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.

10. Dispute Resolution

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

IV. FINAL PROVISIONS

1. This Arrangement will enter into force upon signature and, subject to paragraph 2. of this Article, will remain in force for a period of five years. It may be extended for a further period of time by written agreement of the parties.

2. Either party may withdraw from the present Arrangement after providing the other party written notice 180 days prior to its intended date of withdrawal.

DONE at Rockville, Maryland, on this 11th day of May 1995.

SIGNATORIES:



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FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

[Signature]

FOR THE SPANISH CONSEJO DE SEGURIDAD NUCLEAR:

[Signature]

APPENDICES:
ADDENDUM "A"

Areas in Which the U.S.N.R.C. Is Performing LWR Safety Research

1. INTEGRITY OF REACTOR COMPONENTS
2. PREVENTING DAMAGE TO REACTOR CORES
3. REACTOR CONTAINMENT PERFORMANCE
4. CONFIRMING SAFETY OF NUCLEAR WASTE DISPOSAL

ADDENDUM "B"

Areas in Which the C.S.N. Is Performing LWR Safety Research

1. THERMAL HYDRAULIC RESEARCH AND CODE ASSESSMENT
2. RELIABILITY, RISK AND HUMAN FACTORS
3. HALDEN RESEARCH PROGRAM
4. NUCLEAR PLANT ANALYZER RESEARCH AND DEVELOPMENT
5. SEVERE ACCIDENT RESEARCH PROGRAM
6. MATERIALS RESEARCH
7. SITE CHARACTERIZATION
8. RADIOACTIVE WASTE MANAGEMENT AND STORAGE
9. DECOMMISSIONING OF NUCLEAR INSTALLATIONS