STATEMENT OF INTENT NO. 2

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE NUCLEAR DECOMMISSIONING AUTHORITY
IN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

FOR EXCHANGE OF INFORMATION CONCERNING
MANAGEMENT OF RADIOACTIVE WASTE

The **Department of Energy (DOE) of the United States of America** and the **Nuclear Decommissioning Authority** (**NDA**) in the United Kingdom of Great Britain and Northern Ireland, hereinafter collectively the "Participants,"

Noting the Participants' mutual interest in exchanging information and personnel concerning the management of radioactive waste, nuclear materials, and the decommissioning and cleanup of nuclear installations; and

Noting the Participants' desire to continue, and expand, their cooperation conducted under the Statement of Intent between the Nuclear Decommissioning Authority of the United Kingdom of Great Britain and Northern Ireland and the Department of Energy of the United States of America for Exchange of Information Concerning Management of Radioactive Waste of March 8 and 26, 2007 (hereinafter the "2007 Statement"),

Have reached the following understanding:

Section 1: Scope of Planned Cooperation

1. DOE, through its Office of Environmental Management and Office of Nuclear Energy, and NDA intend to exchange information on the following subjects:

   (a) nuclear and industrial health and safety, nuclear security, and the protection and remediation of the environment;

   (b) the management of radioactive waste and nuclear materials arising from the nuclear fuel cycle, including retrieval, conditioning, transportation, storage, and disposal;

   (c) decommissioning of nuclear installations, including lifetime plan, lifecycle baseline, and near-term work plan development. As used herein, "nuclear installation" means any stationary installation for the production or fission of nuclear fuel, or for the processing of irradiated nuclear fuel, or radioactive waste, or nuclear materials, or for the storage of radioactive waste;

   (d) cleanup and site closure programs;

   (e) program and project management;

   (f) project controls;

   (g) site management contracts;

   (h) contract management and development;

   (i) competition of site management activities;

   (j) research and development associated with radioactive waste management, nuclear materials disposition, decommissioning, and cleanup;

   (k) maintenance and development of nuclear and decommissioning skills;

   (l) socio-economic development around decommissioning sites;

   (m) innovation and culture change;

   (n) knowledge management and intellectual property;

   (o) policy development and regulatory frameworks for nuclear materials and radioactive waste disposal;

   (p) the development, use, management and oversight of U.S. National Laboratories;

(q) site end states and future use of sites; and

(r) funding, accounting, and risk management arrangements.

2. The matters referred to in Section 1.1 above include, in particular:

(a) legislative framework, codes, standards, criteria and guides;

(b) inspection and enforcement procedures;

(c) technical reports, incident reports, and safety assessments made or received by either Participant;

(d) radioactive waste management, nuclear materials disposition, and decommissioning strategies;

(e) information on safety, radioactive waste, nuclear materials disposition, and decommissioning-related research;

(f) contracting and competition strategies and procedures; and

(g) strategies for maintaining nuclear safety, nuclear materials disposition, radioactive waste management, decommissioning, and site clearance and restoration.

3. Information that the Participants may exchange on the subjects identified in Sections 1.1 and 1.2 includes information in their possession and any information they receive under this Statement of Intent (Statement) that they have the right to freely disclose in accordance with the laws, regulations, policies, and administrative procedures of their respective countries.

4. To the extent that any Participant requires any information shared under this Statement to be treated as "protected" or "confidential information," then that information should be identified as such in advance and a separate agreement entered into to protect such information.

Section 2: Exchange and Assignment of Personnel

1. Where appropriate, the Participants may assign personnel to each other's organizations, to share knowledge, experience, and best practices, and to provide career development opportunities for each Participant's staff.

2. Each assignment of staff under this Statement should be undertaken in accordance with an appropriate written arrangement between the Participants.

Section 3: Use of Information

All publicly available information received by a Participant under this Statement may be disseminated without the permission of the providing Participant. All other information may be disclosed by the receiving Participant only in accordance with the terms imposed by the providing Participant.

Section 4: Information from Other Sources

Each Participant should use reasonable efforts to assist the other, so far as practicable, to obtain any safety-related information concerning any of the matters referred to in Section 1 above from other sources in its respective country.

Section 5: Administration

1. The exchange of information under this Statement may be effected by post, facsimile, email, telephone or other appropriate means, and by visits and meetings.

2. Each Participant intends to designate an Administrator to supervise its activities under, and to serve as its central point of contact for, this Statement.

3. Any meetings or visits in relation to this Statement are to be conducted after consultation between the Participants and their Administrators.

Section 6: General Considerations

1. The Participants intend that the information received, or the results of the activities carried out by them under this Statement, are to be used exclusively for peaceful purposes.

2. This Statement does not create any legally binding obligations.

3. Each Participant should conduct the activities contemplated by this Statement in accordance with applicable laws and regulations of its respective country.

4. This Statement supersedes and replaces the 2007 Statement.

Section 7: Commencement, Modification and Duration

1. Activities under this Statement may commence immediately upon signature by the Participants and, subject to Section 7.2 below:

(a) may continue for 5 years from the date of execution; and

(b) may be automatically extended for an additional 5-year period, and thereafter further extended by written arrangement of the Participants.

2. The Participants may discontinue this Statement at any time by mutual consent in writing. Alternatively, a Participant wishing to discontinue its participation in this Statement should endeavor to give at least 30 days notice in writing to the other Participant.

3. The Participants may determine in writing to modify this Statement at any time. No modification of this Statement is to be effective unless done in writing and signed by duly authorized representatives of both Participants.

4. The Participants intend to review the operation of this Statement not less than every 12 months and assess what use has been made of this Statement, and what potential future uses could be made of this Statement.

Signed in duplicate.

For and on behalf of the **DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA:**

Date: Feb 24, 2012
Place: Washington, DC, USA

Date: Feb 28, 2012
Place: Phoenix, Arizona

For and on behalf of the **NUCLEAR DECOMMISSIONING AUTHORITY:**

Date: 2/28/12
Place: Phoenix, Arizona