STATEMENT OF INTENT

AMONG

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE NUCLEAR DECOMMISSIONING AUTHORITY OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

ATOMIC ENERGY OF CANADA LIMITED

FOR THE EXCHANGE OF INFORMATION CONCERNING MANAGEMENT OF RADIOACTIVE WASTE

The Department of Energy of the United States of America (DOE), the Nuclear Decommissioning Authority of the United Kingdom of Great Britain and Northern Ireland (NDA), and Atomic Energy of Canada Limited (AECL), 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 clean-up of nuclear installations:

Recognizing the Statement of Intent among the Department of Energy of the United States of America, Nuclear Decommissioning Authority of the United Kingdom of Great Britain and Northern Ireland, and National Nuclear Laboratory Limited of the United Kingdom of Great Britain and Northern Ireland for Exchange of Information Concerning Management of Radioactive Waste of February 24 and 28, 2012, as modified on September 11 and 30, 2014;

Recognizing the Statement of Intent by the United States Department of Energy and Atomic Energy of Canada Limited in the Field of Used Fuel and Radioactive Waste Management, Decommissioning and Environmental Restoration of February 26, 2013, extended on September 13, 2018;

Recognizing the Co-operation Agreement between the Nuclear Decommissioning Authority of the United Kingdom and Atomic Energy of Canada Limited of March 5, 2019; and

Desiring to build upon, and create a trilateral framework for, mutually beneficial cooperation conducted under the bilateral mechanisms described above,

Have reached the following understanding:

Section 1: Scope of Planned Cooperation

The Participants intend to exchange information on the following subjects:

- (a) Aging infrastructure management;
- (b) In situ decommissioning / disposal;
- (c) Near surface disposal facilities;
- (d) Stakeholder engagement strategies;
- (e) Startup and commissioning;
- (f) Contracting approaches; and
- (g) Any other subjects that may be added by mutual written decision of the Participants.

Information that the Participants may exchange on the subjects identified in this Section 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 applicable laws, regulations, policies, and administrative procedures.

In the event that any Participant requires any information shared under this Statement to be treated as "protected" or "confidential information", or in the UK "Official-Sensitive", then that information is expected to be identified as such in advance and to be subject to a separate arrangement entered into to protect such information.

Section 2: Exchange and Assignment of Personnel

- Where appropriate, a Participant may assign personnel to another Participant's organization, to share knowledge, experience, and best practices, and to provide career development opportunities for each relevant Participant's staff.
- 2. Each assignment of staff under this Statement should be undertaken in accordance with an appropriate written arrangement between the Participants concerned.

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 is expected to 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 intends to use reasonable efforts to assist the other Participants, so far as practicable, to obtain any safety-related information concerning any of the matters referred to in Section 1 of this Statement 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 is expected to designate an Administrator to supervise its activities under, and to serve as its central point of contact for, this Statement from time to time.
- 3. Any meetings or visits in relation to this Statement are intended to be conducted after consultation between the Participants and their Administrators.

Section 6: General Provisions

- 1. The Participants intend that the information received, or the results of the activities carried out by them under this Statement, be used exclusively for peaceful purposes.
- 2. This Statement does not create any legally binding obligations between or among the Participants.
- 3. Each Participant intends to implement the activities contemplated by this Statement in accordance with the applicable laws and regulations to which it is subject, and international agreements to which its government is a party.
- 4. This Statement is not intended to replace or otherwise affect any existing agreement or statement of intent between any of the Participants.

Section 7: Commencement, Modification and Duration

- 1. Activities under this Statement may commence upon signature by the Participants and, subject to Section 7.2 of this Statement:
 - (a) are expected to continue for five years; and
 - (b) are expected to be automatically extended for an additional five-year period, and thereafter further extended by written arrangement of the Participants.
- 2. The Participants may discontinue this Statement at any time by mutual decision in writing. Alternatively, a Participant wishing to discontinue its participation in this Statement is expected to provide at least thirty days' notice in writing to the other Participants. The withdrawal of (1) DOE and AECL; (2) AECL and the NDA; or (3) DOE and the NDA effects the discontinuation of this Statement.
- 3. The Participants may modify this Statement at any time by mutual decision in writing.

4. The Participants intend to review the operation of this Statement at least 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 at Phoenix, AZ this 8th of March, 2020, in triplicate.

For the **DEPARTMENT OF ENERGY** OF THE UNITED STATES OF AMERICA:

For the **NUCLEAR**

DECOMMISSIONING AUTHORITY OF THE UNITED KINGDOM OF **GREAT BRITAIN AND NORTHERN** IRELAND:

For ATOMIC ENERGY OF CANADA LIMITED: