

**ADMINISTRATIVE ARRANGEMENT BETWEEN  
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, PIPELINE  
AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION  
AND THE  
UNITED STATES NUCLEAR REGULATORY COMMISSION, JOINTLY,  
AND THE  
CANADIAN NUCLEAR SAFETY COMMISSION  
FOR THE SHARING OF INFORMATION REGARDING THE JOINT CANADA –  
UNITED STATES GUIDE FOR APPROVAL OF TYPE B(U) AND FISSILE  
MATERIAL TRANSPORTATION PACKAGES**

WHEREAS the United States Department of Transportation, Pipeline and Hazardous Materials Safety Administration and the United States Nuclear Regulatory Commission, jointly, and the Canadian Nuclear Safety Commission, hereinafter referred to collectively as the "Participants", and individually as "Participant", have developed the *Joint Canada-United States Guide for Approval of Type B(U) and Fissile Material Transportation Packages* (hereinafter referred to as "the Joint Guide");

AND WHEREAS the Participants wish to share information and best practices on matters related to the implementation of the Joint Guide;

AND WHEREAS nothing in this Administrative Arrangement should be construed as affecting the Participants' authority to certify packages in their respective jurisdictions;

The Participants have come to the following arrangement:

**SECTION I  
INFORMATION TO BE EXCHANGED**

- A. Each Participant may request information from another Participant on any matter pertaining to the implementation of the Joint Guide.
- B. Each Participant intends to use its best efforts to provide information that may be requested by another Participant pursuant to this Arrangement.
- C. A Participant may provide another Participant with any information that it considers may be of interest to another Participant, without receiving a request for that information.

## **SECTION II**

### **EXCEPTED INFORMATION**

Each Participant's commitment to provide information pursuant to Section I, Paragraph B of this Arrangement is subject to:

- A. the respective laws, regulations or policies under which the Participants conduct themselves;
- B. any contract, agreement, or commitment that binds the Participant or its Government; and
- C. refusal to provide information that would be reasonably difficult or costly to identify or provide, unless the Participants decide otherwise.

## **SECTION III**

### **EXCHANGE AND USE OF INFORMATION**

#### **A. General**

The Participants support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary, other business confidential, or privileged information as may be exchanged hereunder. The Participants share the understanding that all information that may be subject to protection as proprietary, business confidential, privileged, or otherwise subject to restriction on disclosure, should remain so protected for the duration of this Arrangement and after the Arrangement is discontinued.

#### **B. Definitions**

For the purposes of this Arrangement:

- (1) The term "information" means nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, including information on transportation, 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 that is customarily held in confidence by its owner;
  - (c) has not been transmitted by the owner to other entities (including the receiving Participant) except on the basis that it be held in confidence;

- (d) is not otherwise available to the receiving Participant from another source without restrictions on its further dissemination; and
  - (e) is not already in the possession of the receiving Participant.
- (3) The term "other business 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 Participant providing the information, or is otherwise restricted by the transmitting Participant.

C. Marking Procedures for Documentary Proprietary Information

A Participant receiving documentary proprietary information pursuant to this Arrangement should 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 September 2, 1991 between the U.S. Department of Transportation, the U.S. Nuclear Regulatory Commission, and the Canadian Nuclear Safety Commission and is not to 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 Canada without the prior approval of (name of the transmitting Participant).

This notice is to be marked on each page of any reproduction hereof, in whole or in part. These limitations are to automatically terminate when this information is disclosed by the owner without restrictions.

The receiving Participants should not make public or otherwise disseminate, in any manner, unspecified or contrary to the terms of this Arrangement, proprietary information bearing the restrictive legend, without prior written consent of the transmitting Participant. The receiving Participants, or their contractors and consultants should not use proprietary information bearing the restrictive legend for any purposes without the prior written consent of the transmitting Participant.

D. Dissemination of Documentary Proprietary Information

- (1) In general proprietary information received under this Arrangement may be disseminated by the receiving Participant without prior consent of the transmitting Participant to persons within or employed by the receiving Participant, and to concerned Government departments and Government agencies in the country of the receiving Participant, 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 bears the restrictive legend appearing in Section III.C of this Arrangement.

- (2) Proprietary information received under this Arrangement may be disseminated by the receiving Participant, without prior consent of the transmitting Participant, to contractors and consultants of the receiving Participant located within the geographical limits of that Participant's country, 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 Participant relating to the subject matter of the proprietary information, and may not be used by such contractors and consultants for any other 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 bears the restrictive legend appearing in Section III.C of this Arrangement.
- (3) With the prior written consent of the Participant furnishing proprietary information under this Arrangement, the receiving Participant may disseminate such proprietary information more widely than otherwise outlined in this Arrangement. The Participants plan 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 Section III.D(3) of this Arrangement, including domestic organizations permitted or licensed by the receiving Participant to construct or operate nuclear production or utilization facilities, or to use or transport 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 Section III.D(3) of this Arrangement, including domestic organizations permitted or licensed by the receiving Participant to construct or operate nuclear production or utilization facilities, not use such proprietary information for any private commercial purposes; and
  - (c) that the entities receiving proprietary information under Section III.D(3) of this Arrangement that are domestic organizations permitted or licensed by the receiving Participant, 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 Business Confidential or Privileged Information of a Documentary Nature

A Participant receiving, under this Arrangement, other business confidential or privileged information should respect the confidential nature of such information, provided such information is clearly marked 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 transmitting Participant, and
- (2) that the information is transmitted under the condition that it be maintained in confidence.

F. Dissemination of Other Business Confidential or Privileged Information of a Documentary Nature

Other business confidential or privileged information may be disseminated in the same manner as that set forth in Section III.D, Dissemination of Documentary Proprietary Information.

G. Non-Documentary Proprietary or Other Business Confidential or Privileged Information

The Participants intend to treat non-documentary proprietary or other business confidential or privileged information provided in seminars, and other meetings arranged under this Arrangement, or information arising from attachments of staff, use of facilities, or joint projects, according to the principles specified for documentary information in this Arrangement; provided, however, that the Participant communicating such proprietary or other business 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 Participants becomes aware that it is unable to meet the non-dissemination provisions of this Arrangement, it should immediately inform the other Participants. The Participants should thereafter consult to define an appropriate course of action.

I. Other

Nothing contained in this Arrangement is intended to preclude a Participant from using or disseminating information received without restriction by a Participant from sources outside of this Arrangement.

## **SECTION IV**

### **EXCHANGE OF PERSONNEL**

- A. Each Participant may request another Participant to accept temporary visits from members of the requesting Participant's personnel, or of the personnel of another sponsored institution. The visits may be carried out for the purpose of exchanging information or practices related to the implementation of the Joint Guide. These exchanges may be done on a case-by-case basis and may be subject to a separate agreement or arrangement.
- B. Each Participant should use its best efforts to accommodate the visit that may be requested by another Participant pursuant to the Section IV.A.
- C. Unless otherwise decided by the Participants, costs of salary, allowances and travel are the responsibility of the requesting Participant.

## **SECTION V**

### **ADMINISTRATION**

- A. Each Participant should appoint a coordinator to implement and administer this Arrangement and upon signing this Arrangement, should notify the other Participants of the name(s) of the person(s) it has appointed as coordinator(s).
- B. Each Participant should endeavor to promptly notify the other Participants of any change of the coordinator(s) and the name of any new coordinator(s).

## **SECTION VI**

### **FINANCIAL ASPECTS**

Unless otherwise mutually decided by the Participants, each Participant is solely responsible for its own participation costs under this Arrangement, including those incurred by its coordinator(s) in performing his or her responsibilities.

## **SECTION VII**

### **PEACEFUL USES OF INFORMATION AND RESULTS**

The Participants intend to ensure that the received information, or the results of the activities carried out by them under this Arrangement are used exclusively for peaceful, non-explosive purposes.

**SECTION VIII**  
**SETTLEMENT OF DISPUTES**

Any dispute arising between the Participants concerning the interpretation or implementation of this Arrangement should be settled amicably through mutual consultation or negotiation between the Participants.

**SECTION VIII**  
**MODIFICATIONS**

- A. This Arrangement may be modified by a written amendment signed on behalf of the Participants in the same manner as this Arrangement.
- B. Any modification is intended to commence on the date signed by or on behalf of the Participants.

**SECTION X**  
**STATUS**

- A. This Arrangement is intended for the administrative convenience of the Participants.
- B. This Arrangement is not an international agreement and does not give rise to international legal rights or obligations.

**SECTION XI**  
**DISCONTINUATION**

A Participant should endeavor to provide 30 days' advance notice to the other Participants of its intent to discontinue this Arrangement .

Signed at Vienna this 21<sup>st</sup> day of September, 2011, in the English and French languages.

For the U.S. Department of  
Transportation, Pipeline and Hazardous  
Materials Safety Administration

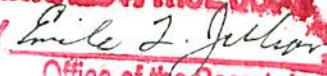
  
Cynthia L. Quarterman, Administrator

For the Canadian Nuclear Safety  
Commission:

  
Michael Binder, President

For the U.S. Nuclear Regulatory  
Commission:

  
Gregory B. Jaczko, Chairman

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Office of the Secretary