



Treaty Series No. 8 (2005)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Ireland on the Early Notification of a Nuclear Accident or Incident of Radiological Significance and the Exchange of Information concerning the Operation and Management of Nuclear Facilities or Activities

Dublin, 10 December 2004

[The Agreement entered into force on 10 December 2004]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 2005*

© Crown copyright 2005

The text in this document (excluding the Royal Arms and departmental logos) may be reproduced free of charge in any format or medium providing it is reproduced accurately and not used in a misleading context. The material must be acknowledged as Crown copyright and the title of the document specified.

Any enquiries relating to the copyright in this document should be addressed to the Licensing Division, HMSO, St Clements House, 2-16 Colegate, Norwich NR3 1BQ.
Fax 010603 723000 or e-mail: licensing@cabinet-office.x.gsi.gov.uk

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF IRELAND ON THE EARLY NOTIFICATION OF A
NUCLEAR ACCIDENT OR INCIDENT OF RADIOLOGICAL
SIGNIFICANCE AND THE EXCHANGE OF INFORMATION
CONCERNING THE OPERATION AND MANAGEMENT OF NUCLEAR
FACILITIES OR ACTIVITIES**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Ireland;

Considering the proximity to each other of the territories of the United Kingdom of Great Britain and Northern Ireland and of Ireland;

Conscious of the need for public confidence in the safety of all operations at nuclear facilities or of nuclear activities;

Jointly recognising the necessity at existing and planned nuclear facilities to limit radioactive discharges into the atmosphere and the marine environment;

Considering the mutual interest of the two countries in ensuring that the operation of nuclear facilities or undertaking of nuclear activities is carried out in accordance with high standards of safety and environmental protection;

Recognising the need to ensure the protection of human health and the environment and the safety of radioactive materials at all times during transport by whatever means in order to avoid a release that could be of radiological safety significance to the territory of either Party;

Reaffirming that responsibility for nuclear safety and the environmental implications of nuclear activities rests with the State having jurisdiction over the nuclear facility or activity in question;

Acknowledging the existing Arrangement for the Exchange of Information between the United Kingdom Health and Safety Executive and the Radiological Protection Institute of Ireland dated 14 May 2003 and other co-operation procedures between the Parties;

Having regard to the Convention on Early Notification of a Nuclear Accident done at Vienna on 26 September 1986¹ and in particular to Article 9 of that Convention as well as to the Convention on Assistance in the case of a Nuclear Accident or Radiological Emergency done at Vienna on 26 September 1986²;

Having regard also to the Convention on Nuclear Safety done at Vienna on 20 September 1994³ and the Joint Convention on the Safety of Spent Fuel

¹ Treaty Series No. 1 (1998) Cm 3838

² Treaty Series No. 2 (1998) Cm 3839

³ Treaty Series No. 49 (1999) Cm 4422

Management and on the Safety of Radioactive Waste Management done at Vienna on 5 September 1997;

Have agreed as follows:

ARTICLE 1

- (1) This Agreement shall apply in the event of any accident or incident involving facilities or activities of either Party or of persons or legal entities under its jurisdiction or control, referred to in paragraph (2) of this Article, from which a release of radioactive material occurs, or is likely to occur, and which has resulted or may result in a release that could have an effect or the risk of an effect outside a Party's territory and be of radiological safety significance to the territory of the other Party.
- (2) The facilities and activities referred to in paragraph (1) of this Article are the following:
 - (a) any nuclear reactor wherever located;
 - (b) any nuclear fuel cycle facility;
 - (c) any radioactive waste management facility;
 - (d) the transport and storage of nuclear fuels (including spent nuclear fuels) or radioactive wastes;
 - (e) the manufacture, use, storage, disposal and transport of radioisotopes for agricultural, industrial, medical and related scientific and research purposes; and
 - (f) the use of radioisotopes for power generation in space objects.
- (3) For the purposes of this Agreement, "incident" means an incident of radiological safety significance which, while not constituting an accident, results or is likely to result in a release of radioactivity into the environment that has not been authorised by the regulatory authorities of that Party.

ARTICLE 2

- (1) In the event of an accident or incident specified in Article 1, the Party having jurisdiction over the facility or activity responsible for the accident or incident, shall forthwith notify the other Party directly. Such notification shall contain the information specified in paragraph (2) of this Article.
- (2) Information shall comprise the following data as then available to the notifying Party:
 - (a) the time, exact location where appropriate, and the nature of the accident or incident;
 - (b) the facility or activity involved;

- (c) the assumed or established cause and the foreseeable development of the accident or incident relevant to the transboundary release of the radioactive materials;
- (d) the general characteristics of the radioactive release, including, as far as practicable and appropriate, the nature, probable physical and chemical form and the quantity, composition and effective height of the radioactive release;
- (e) information on current and forecast meteorological and hydrological conditions, necessary for forecasting the transboundary release of the radioactive materials;
- (f) the results of environmental monitoring relevant to the transboundary release of the radioactive materials;
- (g) the off-site protective measures taken or planned, including measures taken or planned to inform the public; and
- (h) the predicted behaviour over time of the radioactive release.

ARTICLE 3

The information referred to in Article 2 shall be supplemented as the situation develops with appropriate information for so long as the competent authorities of the Parties agree to be necessary. This supplementary information in relation to an accident or incident shall include information on response measures taken or envisaged, and on any appropriate assistance which the Party first referred to in Article 2, paragraph (1), may offer to the other Party in order to minimise or alleviate the possible radiological consequences of the accident or incident. The information shall be supplemented at appropriate intervals by further relevant information, including the development of the accident or incident and its foreseeable or actual termination.

ARTICLE 4

The Party providing information under Articles 2 and 3 shall as far as is reasonably practicable respond promptly to a request from the other Party for further information or consultation.

ARTICLE 5

If a Party registers abnormal levels of radiation, which:

- (a) are caused by facilities or activities of a State that is not a Party to this Agreement; or
- (b) are of indeterminate cause, and which are not identifiable with natural events and which could result in or be likely to result in an effect or the risk of an effect on the territory of the other Party

it shall notify the other Party and shall continue to keep the other Party informed of developments.

ARTICLE 6

- (1) Each Party shall, for the purposes of this Agreement, nominate in writing their competent authorities for the receipt and transmission of information under the provisions of this Agreement.
- (2) Information exchanged between the competent authorities of the Parties under the provisions of this Agreement shall be transmitted through a reciprocal notification system agreed between the competent authorities.
- (3) The communication links between the competent authorities, referred to in paragraph (2) of this Article, shall be tested periodically on a planned basis, and in any event, at least once a year.

ARTICLE 7

Each Party shall provide to the other, appropriate information to facilitate advance emergency planning to respond to any accident or incident, insofar as the territory of the other Party is likely to be affected.

ARTICLE 8

Information relating to defence activities shall not be the subject of a communication under the terms of this Agreement, other than information in accordance with Articles 1, 2 and 3.

ARTICLE 9

The powers and responsibilities of the competent authorities referred to in Article 6, paragraph (1), shall be governed by the national law of the relevant Party.

ARTICLE 10

- (1) The competent authorities of the Parties shall periodically exchange information on planning, commissioning, decommissioning and other significant changes in nuclear facilities and activities, insofar as these are relevant to the risk of any release of radioactivity into the environment and which might have radiological consequences liable to affect the territory of the other Party.

(2) The competent authorities of the Parties shall consult each other promptly in relation to any specific new project within the scope of paragraph (1) of this Article likely to have significant effects on the environment of the other Party.

ARTICLE 11

The Parties shall meet at the request of either of them to discuss matters concerning the implementation of this Agreement. In the event of any differences over the interpretation or application of this Agreement the Parties shall consult each other with a view to resolving such differences.

ARTICLE 12

This Agreement shall enter into force on the date of signature by both Parties and shall continue in force until six months after one Party has given written notification of termination to the other Party.

ARTICLE 13

For the purposes of this Agreement, reference to the United Kingdom of Great Britain and Northern Ireland shall include the Channel Islands and the Isle of Man, but shall not include overseas territories, and the terms 'State' and 'territory' should be construed accordingly.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Dublin this Tenth day of December 2004.

For the Government of the United
Kingdom of Great Britain
and Northern Ireland:

For the Government of Ireland:

S.G. ELDON

DICK ROCHE



Published by TSO (The Stationery Office) and available from:

Online

www.tso.co.uk/bookshop

Mail, Telephone Fax & E-mail

TSO

PO Box 29, Norwich, NR3 1GN

Telephone orders/General enquiries 0870 600 5522

order through the Parliamentary Hotline *Lo-Call* 0845 7 023474

Fax orders 0870 600 5533

E-mail book.orders@tso.co.uk

Textphone 0870 240 3701

TSO Shops

123 Kingsway, London WC2B 6PQ

020 7242 6393 Fax 020 7242 6394

68–69 Bull Street, Birmingham B4 6AD

0121 236 9696 Fax 0121 236 9699

9–21 Princess Street, Manchester M60 8AS

0161 834 7201 Fax 0161 833 0634

16 Arthur Street, Belfast BT1 4GD

028 9023 8451 Fax 028 9023 5401

18–19 High Street, Cardiff CF10 1PT

029 2039 5548 Fax 029 2038 4347

71 Lothian Road, Edinburgh EH3 9AZ

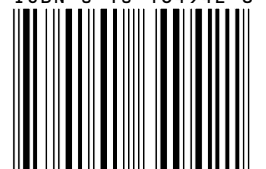
0870 606 5566 Fax 0870 606 5588

TSO Accredited Agents

(see Yellow Pages)

and through good booksellers

ISBN 0-10-164942-8



9 780101 649421