

**DND Identification Number: 2011010001**

**CNSC Identification Number: 3621825**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**THE CANADIAN NUCLEAR SAFETY COMMISSION (CNSC)**

**(As Represented by the President)**

**AND**

**THE DEPARTMENT OF NATIONAL DEFENCE (DND)**

**(As Represented by Assistant Deputy Minister (Infrastructure and Environment))**

**CONCERNING JOINT EFFORTS**

## 1. INTRODUCTION

1.1 The Canadian Nuclear Safety Commission (hereinafter, "the Commission") and the Department of National Defence (hereinafter, "the Department") (hereinafter referred to collectively as the "Participants" or singly as a "Participant") have independent but related mandates, in regard to health, safety, security, protection of the environment. Activities carried out by the Commission and the Department may, potentially, affect each other's programs and responsibilities.

1.2 The Regulatory Policy of the Government of Canada<sup>1</sup> requires that federal departments and agencies take full advantage of opportunities to coordinate their activities with each other.

1.3 The Commission regulates, pursuant to the *Nuclear Safety and Control Act* (NSCA), 1997, c. 9, the development, production and use of nuclear energy and the production and use of nuclear substances, prescribed equipment and prescribed information in order to:

- i. prevent unreasonable risk to the environment and to the health and safety of persons,
- ii. prevent unreasonable risk to national security, and
- iii. achieve conformity with measures of control and international obligations to which Canada has agreed.

1.4 The Department, under the *National Defence Act*, R.S., 1985, c. N-5 and the Order-in-Council PC 2000-1421 (hereinafter, "the Order"), excluding the Department from the application of the NSCA and any regulations made pursuant to the NSCA<sup>2</sup>, has a duty, taking into account the operational requirements of the Department, to establish and maintain requirements for the conduct of the military operations and the use of military equipment that, to the extent practicable, are consistent with the requirements for health, safety, security and protection of the environment established under the NSCA. The powers, duties and functions relating to the Department's establishment of requirements under the Order are exercised by the Assistant Deputy Minister (Infrastructure and Environment) under the authority of the Deputy Minister.

1.5 Within the confines of the Order, the Department is responsible for and has the mandate to:

- i. establish requirements for nuclear energy and nuclear substance-related activities within the Department;

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<sup>1</sup> Government of Canada Regulatory Policy, 1999

<sup>2</sup> Order-in-Council PC 2000-1421 dated 13 September 2000

- ii. apply knowledge, science and technology to resolve Department-related nuclear energy and nuclear substance-related health, safety, security and environmental problems; and
- iii. manage the planning and direct the Departmental response that applies to a nuclear-powered or nuclear-capable naval vessel of a foreign state that is invited into Canada by Her Majesty in right of Canada.

1.6 Therefore, the Commission and the Department will endeavour to consult and cooperate in accordance with the provisions of this Memorandum of Understanding (MOU) in order to minimize duplication and to use government resources effectively.

## **2. OBJECTIVES AND SCOPE**

2.1 The Participants, in carrying out their respective mandates, will cooperate and support each other, as appropriate, in meeting their responsibilities in relation to health, safety, security and protection of the environment and in other areas of mutual interest, including achieving conformity with measures of control and fulfilling predetermined international obligations.

2.2 The Participants will provide each other the opportunity to advise on policies, programs and projects that may affect the mandate of the other, in a manner that allows for timely response.

2.3 The Participants will endeavour to foster strong working relations by establishing mechanisms and links to share information, taking into account legal constraints on the sharing of confidential business information.

2.4 The Participants will collaborate on identifying opportunities for training and staff exchanges in areas of mutual interest.

2.5 The Participants acknowledge that notwithstanding the wording used in this MOU, neither the MOU as a whole nor any of its parts taken separately are, or ever have been, intended to be a contract and no contractual obligations are incurred by the Participants as a result of the existence of this MOU.

2.6 This MOU is in no way intended to be a procurement instrument. Any material procurement resulting from, or required by, the implementation of the MOU must be accomplished in accordance with the applicable procurement laws and regulations.

## **3. IMPLEMENTATION**

3.1 Without impacting the conduct of any military operation and use of military equipment, the Department will:

3.1.1 Inform and advise the Commission on the Department's current ionizing radiation training programs and provide the opportunity for the Commission staff to take these training programs within the Department's security constraints;

3.1.2 Cooperate with the Commission on matters of mutual concern involving the nuclear industry, including:

- i. the Sealed Source Tracking System for Category I and II sources, as defined in the IAEA Code of Conduct on the Safety and Security of Radioactive Sources, 2004, Table 1 – Activities Corresponding to Thresholds of Categorization;
- ii. the Commission's administration of safeguards requirements;
- iii. access and use of the Department's laboratory capabilities, specialized ionizing radiation detection equipment and services;
- iv. the review of small reactor licence criteria for reactors under 200 megawatts thermal power used for research, isotope production, steam production or small electrical power;
- v. the opportunity, on request and where appropriate, to observe the inspections of facilities and activities regulated by the Department which are similar in nature to inspections conducted by the Commission;
- vi. access, for Commission Inspectors, to a Defence establishment where there are civilians conducting licensed activities under a Commission licence; and
- vii. the Commission's administration of nuclear and radioactive source export and import control measures that are designed to achieve conformity with predetermined international obligations.

3.1.3 Consult and cooperate with the Commission in the development of any national or international standard, arrangement, agreement, convention, or commitment that could affect the regulation of the nuclear industry by the Commission;

3.1.4 Cooperate with the Commission in matters of mutual interest related to nuclear emergency preparedness and response;

3.1.5 Cooperate with the Commission on the conduct of studies, or assessments of interest to the regulation of nuclear facilities or radiological nuclear threat initiative studies, and in the sharing of expert assistance in the conduct of these studies, or assessments. Participation by the Department in any study or assessment of interest to the regulation of nuclear facilities or radiological nuclear threat initiative studies not led by the Department or the Commission will not require the Commission's formal participation.

3.2 Without impacting its mandate as Canada's regulatory body of nuclear energy and nuclear substances, the Commission will:

3.2.1 Inform and advise the Department on the Commission's current ionizing radiation training programs, and provide the opportunity to the Department staff to take these training programs within the Commission's security constraints;

3.2.2 Cooperate with the Department on regulatory matters of mutual concern involving the nuclear industry, including:

- i. access to the Commission's laboratory capabilities and use of the laboratory facilities and services, including radiation survey meter calibration services, specialized radiation detection equipment, and expertise in measurement and analysis of special nuclear materials (SNM) and other radiological and nuclear samples;
- ii. the review of small reactor licence criteria for reactors under 200 megawatts thermal power used for research, isotope production, steam production or small electrical power;
- iii. the opportunity, on request and where appropriate, to observe the inspections of facilities and activities licensed by the Commission; and
- iv. changes in the administration of nuclear and radioactive source export and import control measures that are designed to achieve conformity with predetermined international obligations.

3.2.3 Consult with the Department, on request and where appropriate, in the development of any national or international standards, arrangements, agreements or conventions concerning ionizing radiation protection;

3.2.4 Cooperate with the Department in matters of mutual interest related to nuclear emergency preparedness and response; and

3.2.5 Cooperate with the Department on the conduct of studies, or assessments of interest to the regulation of nuclear facilities or radiological nuclear threat initiative studies, and in the sharing of expert assistance in the conduct of these studies, or assessments. Participation by the Commission in any study or assessment of interest to the regulation of nuclear facilities or radiological nuclear threat initiative studies not led by the Commission or the Department will not require the Department's formal participation.

#### **4. FINANCIAL ARRANGEMENTS**

4.1 Generally, and subject to paragraph 4.2, each Participant, in cooperating under this MOU, will do so without charge to the other Participant.

4.2 Should financial arrangements be necessary, such arrangements will be concluded between the Commission and the Department on a case-by-case basis to offset, in whole or part, costs associated with this MOU. Where such arrangements are

necessary, the Participants will consult and cooperate to develop mutually satisfactory financial arrangements.

## **5. ACCESS TO ESTABLISHMENTS**

5.1 In the matter of 3.1.2 (vi), the Commission will arrange in advance access to Defence establishments through the applicable establishment's security office. The designated Department primary point of contact will make every reasonable effort to resolve an access issue.

5.2 In the matter of 3.1.2 (iii) and 3.2.2 (i), the Department or Commission will arrange in advance access to the Department's or Commission's laboratory capabilities and use of the laboratory facilities and services through the appropriate designated primary point of contact. The designated primary point of contact will make every reasonable effort to resolve an access issue.

## **6. SETTLEMENT OF DISPUTES**

6.1 The Commission and the Department will designate primary points of contact under this MOU. The Department's point of contact is the person appointed as Head – Office of Regulatory and Legal Affairs. The Commission's point of contact is the person appointed as the Director General, Strategic Planning Directorate, Regulatory Affairs Branch. Reasonable effort will be made to meet annually.

6.2 The Participants will make every reasonable effort to resolve at the working level any conflicts that arise from this MOU. Failing resolution at the working level, conflicts may be referred for resolution to the offices named pursuant to paragraph 6.1 above, or, failing resolution at that level, to the signatories to this MOU. No dispute regarding the provisions or implementation of this MOU will be submitted to a Canadian tribunal or any third party for resolution.

## **7. AMENDMENT**

7.1 The Participants will consult in advance concerning any significant changes in the level or nature of involvement that either Participant may request, or intends to request, of the other Participant pursuant to this MOU.

7.2 The MOU may be revised by the mutual written consent of the Participants.

## **8. DURATION, WITHDRAWAL AND TERMINATION**

8.1 This MOU will remain in effect for a period of ten (10) years from the effective date, at which point it will automatically expire, unless it is renewed through an exchange of letters between the Participants in advance of the expiry date.

8.2 Either Participant may withdraw from this MOU by providing at least six (6) months written notice to the other, specifying its intention to withdraw and the effective date of withdrawal.

8.3 This MOU may be terminated, effective immediately, with the Participant's mutual written consent.

8.4 Any responsibilities incurred by a Participant during the active period of this MOU will remain that Participant's responsibility until fulfilled, notwithstanding withdrawal from, termination or expiry of this MOU.

## 9. LANGUAGES

9.1 Signed in duplicate in the English and French languages, both versions being considered equally authoritative.

## 10. EFFECTIVE DATE AND SIGNATURE

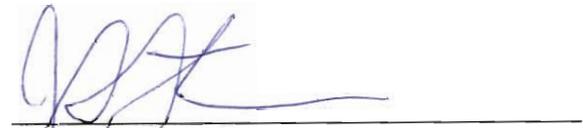
10.1 This MOU becomes effective on the date of the later signature.

For the Canadian Nuclear Safety  
Commission:



Michael Binder  
President and Chief Executive Officer

For the Department of National Defence:



Scott Stevenson  
Assistant Deputy Minister  
(Infrastructure and Environment)