

	NUCLEAR SAFETY DIRECTORATE - BUSINESS MANAGEMENT SYSTEM		
	RESEARCH		G/RES/010
	GUIDANCE: DISTRIBUTION, DISSEMINATION & RETENTION OF RESEARCH AND SUPPORT REPORTS AND COMMITTEE PAPERS		ISSUE 001
	Approved By: Peter Storey	P Storey	Issue Date: 1/12/04
	Open Government Status: Fully Open		Review Date: 31/12/2010

1. Introduction

1.1 This guidance note addresses the distribution and dissemination of research and support reports and related committee papers. There are sometimes conflicting issues arising from:

- general government policy on openness and freedom of information, where the presumption is towards openness
- important safety issues with urgent consequences, where there is a duty to disseminate
- commercial information and Intellectual Property Rights, where there is an incentive or a legal obligation to withhold commercially valuable information
- civil nuclear security issues, where there maybe a duty to withhold sensitive information
- exchange agreements, which give an incentive not to publish information in order that it may be exchanged for information from elsewhere.

2. Standard Report Distribution

Licensees' research reports

2.1 The licensees' arrangements for confidentiality and dissemination are given in licensee NSR Guidance Note 6, and are appended in appendix 2. The contact points for obtaining authorisation to disseminate reports are the licensee Research Coordinators (see licensee NSR GN 1).

2.2 NSD tech reps will automatically receive final reports of activities related to NRI issues. If wanted, they will receive access to interim and final reports of other projects in the licensees' Nuclear Research Schedules.

2.3 The standard distribution internally of licensee reports is:

- 1 bound copy – NSD library
- 1 bound copy – project officer

- 1 electronic copy – NSD 4A–Word format preferred but pdf is an acceptable alternative. These will be placed on the HSE Intranet.
- the file should have a copy of the covering letter, the report title page, contents and executive summary.

HSE commissioned levy research reports

2.4 HSE retains the IPR. However, it has agreed with the licensees that requests to release levy reports will be forwarded to the relevant licensee Research Coordinator(s), and they have one month in which to object to the release. The main reason for this is that the reports may contain commercial information. HSE expects the licensees to look favourably on requests to release reports which might be incorporated in standards or contribute generally to safety. The licensees might request compensation (a charge or a quid pro quo) when the request comes from a commercial competitor. This agreement will be reviewed when the operation of FOI starting in 2005 is clearer.

2.5 The list of levy report titles is placed on the HSE website.

2.6 The title page normally contains the wording: 'No part of this publication may be photocopied or otherwise reproduced without the prior permission in writing of the Health and Safety Executive.'

2.7 The standard distribution of levy reports is:

External – to each licensee charged for the research

- 1 bound copy
- 1 electronic copy

Internal

- 1 bound copy – NSD library
- 1 bound copy – project officer
- 1 electronic copy – NSD 4A, which will be placed on the HSE Intranet (contracts should specify that these are to be submitted in pdf)

Support reports

2.8 The Project Officer is responsible for distributing support reports. The normal distribution is:

- Project file
- Site file if appropriate
- Library
- Relevant licensees if the issue is not a matter of contention
- Nuclear Topic Group if appropriate
- Intranet if of general NSD or HSE interest (NSD 4A will arrange)

- HSE website if of wider interest (NSD 4A will arrange)

3. Retention of reports

3.1 The retention period of final research reports should be the same as for other regulatory information documents.

- The primary responsibility for preserving documents belongs to the licensee. Licence Condition 6(2) requires the licensees to preserve documents for 30 years. This period originates from the statute of limitations.
- If HSE is to keep documents beyond the 2nd review period at 25 years, there is a need to make a business case to the Lord Chancellor's Office.

4 Factors affecting the dissemination of reports

Protective markings

4.1 These are described on the Intranet at <http://intranet/admin/security/information/pms.htm>

The markings are:

- (No protective marking)
- Confidential
- Restricted
- Secret
- Top secret

The associated descriptors are:

- Contracts
- Policy
- Private
- Regulatory
- Staff management

HSE IPR policy statement and exploitation plan

4.2 HSE has published an IPR policy statement and exploitation plan. This is in response to the Government Baker report, which stated that as government had a poor record of exploiting research, the IPR should in general be transferred to the research contractor. The HSE policy is correspondingly that IPR will reside with the research provider, unless one of the following exemptions applies:

- standards or regulatory work - HSE needs to ensure that IP generated from such work does not allow one particular supplier to establish a monopoly in supplying goods or services required to meet the standard or regulation

- improvement to health and safety - consistent with HSE's overall mission, the health and safety benefits arising from HSE-funded S&I activity must be promoted and exploited in preference solely to the commercial exploitation of that work
- dissemination of information - where the full disclosure of information generated from HSE S&I activity is essential, in order to provide transparency to subsequent decisions or policy produced or implemented
- aggregation of work - where HSE S&I activity is part of an aggregation of work undertaken by a number of providers and the IP is best exploited at the aggregate level; and/or where HSE needs to ensure its freedom to use alternative sources of supply for related S&I activity and to make IP from earlier work freely available
- provider resources - where the provider does not have the resources to protect and exploit IP that is generated, or may decline to take ownership.

4.3 For nuclear safety research, this might affect the levy programme, but COSAS has confirmed that the nuclear levy programme is not subject to the policy. It is not yet clear whether HSE intends that most of the mainstream contracts should come under one of these exemptions. However, in the case where a licensee pays for a levy contract, it is plainly inequitable that the licensee should not have free access to and use of the results and this should be reflected in the contract. It is also inequitable if the contractor is able to freely exploit commercially work that has been funded by another commercial organisation. At present the contractor has an irrevocable non-exclusive royalty-free licence to use the results of the work for its own internal purposes.

EU Framework project reports

4.4 Reports from EU framework projects are usually limited to the partners. This means that unless steps are taken to the contrary, reports from projects funded by HSE levy will not be available to HSE or the licensees. The remedy is to ensure that the consortium agreement recognises the relevant parties as associates who have the right of access to the reports. General information on EU copyright is available at <http://www.ipr-helpdesk.org/index.htm>.

Liability

4.5 There have been concerns about who has the liability for any problems arising out of the use of information in reports. For example, if an organisation obtains a licensee's report through HSE, rather than directly from the licensee, is the liability transferred from the licensee to HSE? In the particular cases that have arisen, no generic resolution

has been obtained, and advice should be sought from HSE contracts staff and the HSE solicitor.

Transferring licensee reports to NSS contractor

- 4.6 Conditions on this are given in Appendices 1 and 2. A standard letter to licensees is given in G-RES-008 on procurement in Appendix 4.

Civil nuclear security issues

- 4.7 Advice on this is given in the Office of Civil Nuclear Security document 'Finding a balance - Guidance on the sensitivity of nuclear related information and its disclosure'. The most likely relevant advice is that information on the details of the potential hazards or other information that could be used as a surrogate for evaluating the impact of a release, or details on the impact of releases, is not releasable.

Guidelines on Scientific advice and policy making ('May Guidelines')

- 4.8 HSE is subject to the DTI Office of Science and Technology guidelines on scientific advice and policy making. One of the main features of this is that government should publish scientific advice that is relevant to policy making. Further guidance is given in G/RES/012.

Data

- 4.9 NII participates in some databanks or data exchanges, under the auspices of IAEA, NEA, EU etc. NII can only supply proprietary information with the agreement of the licensee, and with a suitable agreement to protect the further dissemination of the information.

Exchange agreements

- 4.10 See also G/RES/012, external relations.

Other Government Departments

- 4.11 In principle / in general, reports made available to one branch of the UK government are available to all other government departments and agencies. However caution should be used in distributing reports as other parts of government may not be aware of any particular circumstances.

Ministry Of Defence

- 4.12 There is an exchange agreement between DTI, MOD and HSE. HSE provides MOD with information on the licensee and levy programmes, and HSE receives information on the Nuclear Propulsion Improvement Programme (NuPIP). The list of reports is itself a classified document, and the reports can only be sent to people with the appropriate security clearance. MOD can claim that under the 1957 agreement with the

USA, they are prevented from distributing any information in the UK. The licensees pursue obtaining MOD reports bilaterally.

Foreign regulators

4.13 NSD has research information exchange agreements with USNRC and GRS, administered by unit 4A. However there are also general Information Exchange Agreements with the regulators of many countries, administered by Nuclear & Hazardous Installations Policy Division, Policy Group, NHIPD7 (support Rose Court). These agreements may be used to facilitate sending or receiving research reports to other regulators. Confidential information received under the German agreement can be given to the UK Government, the HSC and consultants for nuclear safety research matters. Proprietary information received under the US agreement is subject to the conditions in Appendix 5.

5. Committee papers

5.1 The relevant committees for NSD 4A are NuSAC SCR, NSRSG (although this meets only by exception) and the HSC. The general presumption is that papers are open, except where they are subject to further approval or where they contain sensitive or commercial information. NuSAC SCR agendas, minutes and papers are placed on the HSE website, as are the research papers taken to the HSC.

5.2 Before the website was used, papers were placed in the Sheffield library where the open papers could be obtained by the public.

5.3 The treatment of papers is given in GAP 3, which states:

GAP 1 Open Government: Disclosure of Information to the Public sets out HSC/E's policy on disclosure of information to the public. The author of the paper and the Band 0, or above, who clears it are responsible for ensuring that the paper is given the correct Open Government status.

The correct OG classification of papers is important. If a paper incorrectly marked 'fully open' is taken at a meeting without comment, then passive agreement is given to the classification. 'Fully open' papers are posted on the Internet. It is only possible to change the OG status of a paper at a subsequent meeting.

Three Open Government classifications are available for papers. These are:

- fully open (no sections exempt from disclosure)
- partially open (some sections exempt from disclosure) and
- fully closed (whole paper exempt from disclosure).

There may be instances where fully closed papers need also to be marked “personal to members only” (whole paper exempt from disclosure and restricted to Commissioners only).

- 5.4 Details of the exemptions are given in GAP 3, ‘Open Government Exemptions and Exceptions’:

In cases where your paper is partially open or fully closed, you must write the reason(s) for removal in bold italics beneath the item marked Provisions to Section 28 of HSWA are covered in detail in GAP 1.

The verbatim list of relevant exemptions in the Open Government Code of Practice on Access to Government Information (paragraphs 1.12-1.24 of GAP 1) and the exceptions in the Environmental Information Regulations 1992 (paragraphs 1.25-1.34 of GAP 1) are given (in Appendix 3 in this document).

- 5.5 Examples of marked papers are given in Appendix 4, taken from GAP 3.

6. Freedom Of Information Act and Open Government Policy

- 6.1 There is as yet no agreed guidance from central government on the implementation of FOI, which starts in January 2005. It is likely that there will be test cases to resolve the issues initially.

- 6.2 Current HSE guidance is given on the Intranet. The Head of the research unit is a decision maker for the release of information under FOI. All requests should come through the NSD FOIA contact person.

- 6.3 The current guidance is in General Administrative Procedure 1 (GAP 1) on Open Government Policy and Procedures. The relevant sections of GAP 1 on operating the exempted categories of information are:

- 1.39 In most cases it will be for HSE to decide whether any of the exempted categories of information under the Code or the EI Regulations apply, whether the information was obtained from outside HSE or was created internally. In most cases, the OG Code exemptions can only be invoked where disclosure would, or may, give rise to “harm” or “prejudice”. And even then “the presumption remains that information should be disclosed unless the harm likely to arise from disclosure would outweigh the public interest in making the information available”. HSC/E’s policies on openness and disclosure reflect the significant **public interest argument** in favour of making health and safety information available. They require that the public interest in making information available prevails unless outweighed by ‘significant harm’ to our ability to carry out our functions, **and** there being an appropriate exemption or exemptions in the OG Code.

- 1.41 The one exception is where the information requested may contain commercially confidential information or intellectual property received from a third party. Such information will either have been voluntarily disclosed to HSE in a legitimate expectation of confidentiality, or involuntarily disclosed and thus protected by HSW Act s28. HSE is not well placed to decide what information should be treated as commercially confidential. Unless we are already aware that information is commercially confidential, the supplier of the information must be contacted, informed of the information that has been requested and asked to identify any part of it which should be treated as commercially confidential.
- 1.42 Where a supplier states that information is commercially confidential HSE would normally accept this assertion and refuse to release the information so identified. Where a supplier appears unreasonably to claim that the information is commercially confidential, HSE should make further contact to test the supplier's assertion, as it is HSE which will have to defend a decision not to release information in the event of a complaint.

6.4 The HSE has issued a publication policy as required under the FOI act. The default is that research reports are published on the HSE website. The relevant section of the policy on the reasons for delay or non-publication of research undertaken by, or on behalf of, HSE is:

Criteria For Non Publication Or Delayed Publication

- **HSE enforcement activity** - where the consideration relates to work carried out to further an ongoing investigation, prosecution or other enforcement activity being undertaken by HSE;
- **Joint Industry Projects** - where the results are commercial-in-confidence and HSE negotiates a delay to publication to allow the industrial partners to realise the benefits of their investment in the research. Normally with a proviso that any safety implications would be published immediately but not the whole report;
- **Intellectual Property Rights** - where the IPR rests with the industry for work they have funded and is not published unless there is an overwhelming safety implication.
- **Work in Progress** - it would not normally be the intention to publish interim or progress reports;
- **Internal Management Issues** - some research projects are not actively published as the results are intended primarily for internal use.

- **Security** - where security sensitive issues are contained within a report relating to either personal or site security issues.
- **Trading Results** – HSE's Nuclear Safety Directorate use research results for international exchanges of information with other regulators.

6.4 As described in paragraphs 2.4, 2.7 and 2.8, NSD's default for both research and support reports is not to publish, in order to favour dialogue with the licensees, protect the licensees' commercial information and to be able to benefit from international exchange agreements. This will be reviewed when the operation of FOI starting in 2005 is clearer.

7. Associated documents

- 7.1 [Reactor licensee Nuclear Safety Research Guidance Note 1 – Roles and responsibilities](#)
- 7.2 [Reactor licensee Nuclear Safety Research Guidance Note 6 - Standard Information For Final Reports on Nuclear Reactor Safety Research](#)
- 7.3 G/RES/001 Policy relevant research and support
- 7.4 G/RES/008 Commissioning and managing research and support
- 7.5 G/RES/012 External relations for research
- 7.6 OCNS Finding a balance - Guidance on the sensitivity of nuclear related information and its disclosure
http://www.dti.gov.uk/energy/nuclear/safety/disclosure_guidance.pdf
- 7.7 DTI OST Guidelines 2000: Scientific advice and policy making
http://www.ost.gov.uk/policy/advice/guidelines_2000/index.htm
- 7.8 Freedom of Information Act, 2000, <http://www.uk-legislation.hmso.gov.uk/acts/acts2000/20000036.htm>
- 7.9 GAP 1 Open Government Policy and Procedures
<http://www.hse.gov.uk/aboutus/procedures/gap1.pdf>
- 7.10 GAP 3 Commission, Board and Secretariat business
<http://intranet/admin/gaps/gap3/org-main.htm>
Classification <http://intranet/admin/gaps/gap3/og-class.htm>
Exemptions and exceptions (and examples of marking)
<http://intranet/admin/gaps/gap3/og-exemptions.htm>

- 7.11 Government response to the Baker report, 'Creating knowledge, creating wealth: realising the economic potential of public sector research establishments', <http://www.hm-treasury.gov.uk/mediastore/otherfiles/Government%20response%20to%20the%20Baker%20Report.pdf>
- 7.12 HSE Freedom Of Information Intranet site <http://intranet/managinghse/foi/index.htm>
- 7.13 HSE IPR policy statement and exploitation plan <http://www.hse.gov.uk/research/iprights.pdf>
- 7.14 HSE Publication policy <http://www.hse.gov.uk/publish/index.htm>
Application to research <http://www.hse.gov.uk/publish/research.htm>

8. Abbreviations

DTI	Department of Trade and Industry
EI	Environmental Impact
EU	European Union
FOI	Freedom Of Information
GAP	General Administrative Procedure
GRS	Gesellschaft fuer Reaktoren- und Anlagen Sicherheit
HSC	Health and Safety Commission
HSE	Health and Safety Executive
IAEA	International Atomic Energy Agency
IPR	Intellectual Property Rights
MOD	Ministry Of Defence
NEA	Nuclear Energy Agency (of OECD)
NSD	Nuclear Safety Division
NSRSG	Nuclear Safety Research Steering Group
NuSAC SCR	Nuclear Safety Advisory Committee Sub Committee on Research
OCNS	Office of Civil Nuclear Security
OG	Open Government
OST	Office of Science and Technology
S&I	Science and Innovation
USNRC	United States Nuclear Regulatory Commission

Appendix 1 - Advice from HSE solicitor on giving licensee information to NSS contractors

Note – We have an agreement with the licensees, given in Appendix 2, about giving licensee research reports to NSS contractors. The following is general advice received from the HSE solicitor.

1. Directive 2001/29/EC on the harmonisation of certain aspects of copyright and related rights in the information society has not yet been transposed into United Kingdom law. This will be done by way of a statutory instrument made under section 2(2) powers found in the European Communities Act 1972 and will amend the Copyright, Designs and Patents Act 1988. The UK Patent Office are unable to say when implementation of this Directive will occur: the matter is, apparently, still under consideration by Parliamentary Counsel. The Directive aims to adapt the current Community legal framework for the protection of copyright and related rights and it is thought that harmonisation of national laws would assist the smooth functioning of the internal market. It is also intended to provide a rigorous and effective system for the protection of such rights. The Directive also provides an exhaustive list of exceptions and limitations to the right to reproduction. HSA Note 11/2003 gives some limited assistance in relation to one of these exceptions or limitations in relation to copying from HSE stock and in relation to HSE staff requesting copies of non-Crown copyright material for commercial or non-commercial purposes.
2. With regard to the disclosure of commercially confidential information site licence condition 14(1) requires the licensee to make and implement adequate arrangements for the production and assessment of safety cases consisting of documentation to justify safety during the design, construction, manufacture, commissioning, operation and decommissioning phases of a nuclear installation. Site licence condition 14(2) requires the licensee to submit to the HSE for approval such part or parts of the arrangements as HSE may specify.
3. These site licence conditions are imposed pursuant to provisions found in the Nuclear Installations Act 1965 ("NIA"). Section 3 of the NIA 1965 allows HSE to grant a nuclear site licence and to vary such licence. Section 4 allows HSE to attach conditions to licences, or to vary or revoke any condition, hence the site licence conditions. Section 5 allows HSE to revoke a nuclear site licence and section 22 requires the licensee to report certain dangerous occurrences. Sections 1, 3 to 6, 22, and 24A, of the NIA are "relevant statutory provisions" for the purposes of HSWA, and, in particular, are caught by the definition of "relevant information" in section 28(1)(a) HSWA and the information is subject to the restrictions on disclosure found in section 28(2) and section 28(7) HSWA.
4. The standard HSE-RPU contract clause 7.1 vests any copyright in the Crown, not the Contractor. By clause 8.1 of the contract, the Contractor agrees to grant HSE a non-exclusive licence to use any technical information, designs etc on reasonable terms, provided that this does not thereby disadvantage the commercial interests of the contractor.
5. More importantly, clause 9 (entitled "Confidentiality") aims to protect any confidential information which the Contractor comes into possession of, from being misused by the Contractor who is working on behalf of HSE. This clause is sufficient to protect the commercial confidentiality of stakeholders (although the wording of clause 9.1(d) - see paragraph 8 below - could perhaps be tightened up to always require Contractor's employees or agents to sign an undertaking). If NSD have not done so

already they may wish to bring this clause to the attention of the stakeholder(s) who have expressed concern by way of reassurance.

6. So, clause 9.1(a) requires the Contractor and his employees and agents to abide by the provisions of the Official Secrets Acts 1911-1989. Clause 9.1(b) prohibits the Contractor, and his employees and agents from using any information obtained by virtue of the contract, save for use in connection with the contract. Clause 9.1(d) of the contract imposes an obligation on the Contractor, if requested by HSE, to require any employee or agent to sign an undertaking to observe any obligations of confidentiality before being given access to any information. Clause 9.1(e) requires the Contractor to send HSE written confirmation of all information which he is required to keep secret. Clause 9.1(f) of the contract requires the Contractor to return on completion of the contract all information which he is required to keep secret together with any copies, or at the option of HSE, to destroy all such material and confirm this in writing.
7. Any information which the licensees are required to furnish to HSE in pursuance of a requirement imposed on them by any of the relevant statutory provisions is "relevant information" (see: section 28(1)(a) HSWA). HSE cannot disclose it either without the consent of the person who furnished it to HSE (see: section 28(2) HSWA), or save as allowed by section 28(3) HSWA.
8. Section 28(3)(b) HSWA allows HSE (as the recipient of the information) to disclose it to any person for the purpose of any function conferred on HSE by or under the relevant statutory provisions. This would allow HSE to pass it to Contractors which we retain as we would be disclosing it for the purposes of our functions without seeking consent. It does not matter who "owns" the information. The important question is whether the licensee is required by law to pass information to HSE. If it is HSE can only deal with it in accordance with section 28(2) & (3) HSWA.
9. HSE may also be able to rely on section 28(3)(a) HSWA which allows relevant information to be disclosed within HSE, and which by virtue of section 28(4)(a) HSWA includes a person performing any functions of HSE on its behalf by virtue of section 13(1)(a) HSWA (power of HSC to make agreements with government departments and other persons to perform with or without payment, any functions of HSC, or HSE).
10. Incidentally, if HSE obtained any of the information in exercise of its powers under section 20 HSWA, HSE may also disclose such information either with the consent of the person who furnished it (see: section 28(7)(c) HSWA), or "...for the purposes of [HSE's] functions..." (see: section 28(7)(a) HSWA).

Appendix 2 – Licensee NSR GN 6 on Confidentiality and Dissemination of Reactor Licensee Research Reports

Standard Information For Final Reports on Nuclear Reactor Safety Research

1. For non-collaborative projects, use standard company procedures and report classifications.
2. For collaborative projects the following statement must be included inside the front cover of all reports issued:

“Confidentiality, Intellectual Property Rights, And Disclaimer Statement

The information contained in this Report has been produced on behalf of British Energy Generation Limited, British Energy Generation (UK) Limited, British Nuclear Fuels plc and Magnox Electric plc (“the Parties”) and thus is the joint property of British Energy Generation Ltd, British Energy Generation (UK) Limited, British Nuclear Fuels plc and Magnox Electric plc, and their successor companies. This information is to be held strictly in confidence within the Parties and duly authorised recipient organisations including the Health and Safety Executive, Government Departments or non-Parties with a support contract to assess a Party’s safety case. No disclosure is to be made to any other third party without the written agreement of the Research Co-ordinator for each Party and is to be used solely for the purposes sanctioned by the Parties.

Disclaimer

The views expressed in this Report are those of the author(s) and do not necessarily represent the views of the members of the Parties. The Parties do not accept liability for any damage or loss incurred as a result of the information contained in this Report.”

Agreement with HSE on further dissemination

For collaborative and for non-collaborative projects, HSE has agreed to:

- (i) inform the Party or Parties before passing a Report to a Government Department or to a non-Party with a support contract to assess a Party’s safety case;
- (ii) seek the agreement of the Party or Parties before passing a Report to a non-Party with a support contract from a Government Department or to any other non-Party not covered by (i) above;
- (iii) inform any non-Party supplied with a Report of the restrictions on its use:

- Government Departments other than HSE are required to seek the agreement of the Party or Parties before passing the Report to a non-Party with a support contract;
 - contractors with a support contract to assess a Party's safety case are given permission to use the Report **only** in connection with that contract.
- (iv) require any non-Party supplied with a Report to return the Report, and all copies of it, to the HSE upon completion of the activity for which it was required.

Report Distribution

For non-collaborative projects funded by a single Licensee: at the discretion of the nominated Technical Representative.

For collaborative projects: Reports to be distributed to the following by the Licensee which placed the contract:

- within the Licensee - at the discretion of the Technical Representative:
- to the collaborating Licensee:
 - 1 electronic copy plus 1 bound copy to the collaborating Licensee's Research Coordinator (Geoff Airey at British Energy, Steve Daniell at BNFL Magnox); geoff.airey@british-energy.com, steve.daniell@magnox.co.uk
 - 1 bound copy to the appropriate collaborating Licensee's Technical Monitor;
 - additional copies at the discretion of the Technical Representative who distributes the Reports.
- To HSE/NII:

If the project (collaborative or non-collaborative) addresses an NII Nuclear Research Index (NRI) issue: the Technical Representative within the Licensee which managed the work is responsible for ensuring that the report is distributed to NII as follows:

- 1 copy to the NII Technical Representative;
- 1 bound copy, 1 unbound copy and an electronic copy to Mark Hatton at NII Bootle, mark.hatton@hse.gsi.gov.uk

If the project (collaborative or non-collaborative) does **not** address an NRI issue: HSE has the right to request a copy of the report from any of the Parties. This may be passed to the HSE without consulting the other Parties using each Licensee's standard arrangements for communications with the Regulator. If the report being passed to the HSE is for a collaborative project (which does not address an NRI issue), the Party forwarding it to the HSE will inform the other Parties that they have done so.

Appendix 3 - GAP 3 - Exemptions in Open Government Code of Practice

[Exemption 1]; Information that would harm national security, defence or international relations

[Exemption 2]; Information that would harm the frankness and candour of internal discussion (including in HSC/E's case Commission, Executive and Senior Managers Board papers and minutes, policy analysis and deliberation, communications with other public bodies)

[Exemption 4]; Information that would prejudice law enforcement and legal proceedings or would harm public order or public security

[Exemption 7]; Information that could harm the management of HSC/E or the conduct of its operations

[Exemption 8]; Personnel records, public appointments, honours

[Exemption 9]; Vexatious requests, requests that are manifestly unreasonable or formulated in too general a manner or would require an unreasonable diversion of resources

[Exemption 10]; Information about to be published

[Exemption 11]; Incomplete analysis, research or statistics or information held only for the purpose of research and statistics where the individual record will not be identified

[Exemption 12]; Information that would cause an unwarranted invasion of personal privacy

[Exemption 13]; Commercially confidential information

[Exemption 14]; Information given in confidence (i.e. under a statutory guarantee of confidentiality or where the supplier was not under a legal obligation (actual or implied) to supply it)

[Exemption 15]; Information whose disclosure is prohibited by law

Appendix 4 - GAP - Examples of marked material

Example of marked material and reasons for exemption (as in full paper)

(Note - the arrows are in Wingdings font and can be copied from papers or instructions found in GAP 3)

abc➔def◀ghi

➔This section is being withheld under s28 of the Health and Safety at Work etc Act 1974 and Exemption 15 of the Code of Practice on Access to Government Information (statutory restrictions)◀

jkl➔mno◀pqr

➔This paragraph is being withheld under Exemption 4(a) of the Code of Practice on Access to Government Information (legal proceedings)

Examples of marking exempt material and giving reasons for exemption (public version of paper)

abc➔◀ghi

➔This paragraph is being withheld under s28 of the Health and Safety at Work etc Act 1974 and Exemption 15 of the Code of Practice on Access to Government Information (statutory restrictions)◀

jkl➔◀mnp

➔This paragraph is being withheld under Exemption 4(a) of the Code of Practice on Access to Government Information (legal proceedings)◀

Appendix 5 Conditions of research agreement with US NRC

Proprietary information received under the US agreement can be given without prior approval only to consultants, contractors, licensees, concerned departments and agencies of the UK government as stated in section 5.4.2 of the agreement:

- a) to contractors or consultants of the receiving Party located within the geographical limits of that Party's nation, for use only within the scope of work of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;
- b) to domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and
- c) to domestic contractors of organizations identified in 5.4.2.b., above, for use only in work within the scope of the permit or license granted to such organizations;

Provided that any dissemination of proprietary information under 5.4.2.a., b., and c., above, will be on an as-needed, case-by-case basis, will be pursuant to an agreement of confidentiality, and will be marked with a restrictive legend substantially similar to that appearing in 5.3 above.

The restrictive marking given in 5.3 is:

"This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the United Kingdom Health and Safety Executive and will not 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 the United Kingdom without the prior approval of (name of transmitting Party). This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restriction."