



## **Supplementary Information**

**Written submission from  
CNSC Staff in response to  
undertakings to provide  
clarification or additional  
information.**

In the Matter of the

**BWXT Nuclear Energy Canada Inc.,  
Toronto and Peterborough Facilities**

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Application for the renewal of the licence for  
Toronto and Peterborough facilities

**Commission Public Hearing**

**March 2 to 6, 2020**

## **Renseignements supplémentaires**

**Mémoire du personnel de la CCSN en  
réponse aux engagements de fournir  
des explications ou davantage  
d'information.**

À l'égard de

**BWXT Nuclear Energy Canada Inc.,  
installations de Toronto et Peterborough**

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Demande de renouvellement du permis pour les  
installations de Toronto et Peterborough

**Audience publique de la Commission**

**Du 2 au 6 mars 2020**

1. Intervenor Comments on 1959 *Agreement Between the International Atomic Energy Agency and the World Health Organization*
2. National and International Examples of Nuclear Fuel Fabrication Facilities in Close Proximity to Public Residences
3. BWXT Nuclear Energy Canada Inc. and the Charter of Rights and Freedoms
4. Contaminated Land Liability
5. CNSC staff inspections conducted at BWXT Nuclear Energy Canada Inc. during the current licence term

1. Intervenor Comments on 1959 *Agreement Between the International Atomic Energy Agency and the World Health Organization*



Canadian Nuclear  
Safety Commission

Commission canadienne  
de sûreté nucléaire

## MEMORANDUM NOTE DE SERVICE

<b>To</b>	Marc Leblanc Commission Secretary	Security Classification – Classification de sécurité  <p style="text-align: center;">UNCLASSIFIED</p>				
c.c.:	Ramzi Jammal Peter Elder Caroline Ducros					
<b>A</b>		Our File – Notre référence  <p style="text-align: center;">2.02 / e-Doc 6251160</p>				
<b>From</b>	Haidy Tadros, Director General Directorate of Nuclear Fuel Cycle and Facilities Regulation	Your File – Votre référence  <p style="text-align: center;">e-Doc 6251160</p>				
<b>De</b>	Michael Rinker, Director General Directorate of Environmental and Radiation Protection and Assessment					
		<table border="1"> <tr> <td>Date</td> <td>Tel. No. – N° de tél.</td> </tr> <tr> <td>March 4, 2020</td> <td>(613) 943-8948</td> </tr> </table>	Date	Tel. No. – N° de tél.	March 4, 2020	(613) 943-8948
Date	Tel. No. – N° de tél.					
March 4, 2020	(613) 943-8948					

**Subject** **Intervenor Comments on 1959 Agreement Between the International Atomic Energy Agency**  
**Objet** **and the World Health Organization**

### Introduction

On 3 March 2020, during the BWXT Nuclear Energy Canada, Inc. (BWXT NEC) licence renewal hearing, an intervenor, Janet McNeill (CMD 20-H2.173, 173A), referred to a 1959 *Agreement Between the International Atomic Energy Agency and the World Health Organization*. The intervenor expressed the view that this Agreement [1] constituted a suppression of research into the health impacts of radioactivity.

In 2001, the World Health Organization (WHO) addressed the interpretation of this agreement [2], stating “There was concern that WHO cannot act independently on matters related to exposure to radioactive substances and human health because it is bound by the 1959 Agreement between the two agencies. Such concern is unfounded.”

### Discussion

The intervenor raised the concerns that the 1959 agreement establishes the WHO as subservient to the International Atomic Energy Agency (IAEA), prevents the WHO from conducting research on health

impacts of radiation and impacts the ability of the WHO to impartially carry out their work related to nuclear activities. The intervenor referenced an internet blog [3] which states:

“The 1959 deal made between the IAEA (International Atomic Energy Agency) and WHO (World Health Organization) ensures that we now have 60+ years of lack of research by global health bodies into the health impacts of radioactivity.

“Whenever either organization proposes to initiate a program or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other with a view to adjusting the matter by mutual agreement.”

Yes! The world’s global nuclear agency & the world’s leading “health” agency, utterly in cahoots! Ever since 1959. Foxes guarding the henhouse, absolutely! This 60-year old deal makes clear why public health agencies don’t study or have anything substantive (or credible) to say about the impacts of radioactivity from nuclear facilities (of any kind) on human health”

In 2001, the WHO issued a statement regarding the interpretation of the agreement with the IAEA. The WHO states that the agreement between the WHO and IAEA follows the model of agreements concluded between WHO and the United Nations or other international organizations, and that Article I of the agreement confirms that the agreement does not in any way imply a submission of one organization to the authority of the other so as to affect their independence and responsibilities under their respective constitutional mandates. The relevant text of Article I - Co-operation and Consultation is provided below:

*“... it is recognized by the World Health Organization that the International Atomic Energy Agency has the primary responsibility for encouraging, assisting and co-ordinating research on, and development and practical application of, atomic energy for peaceful uses throughout the world **without prejudice to the right of the World Health Organization to concern itself with promoting, developing, assisting, and co-ordinating international health work, including research, in all its aspects.**”* (emphasis added)

#### **Conclusion:**

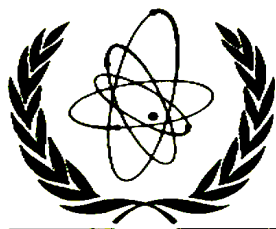
Based on the statement from the WHO and the wording of the agreement itself, CNSC staff are satisfied that the 1959 agreement between the IAEA and the WHO has not limited or prevented research on the health impacts of radioactivity. CNSC staff propose that the intervenor’s concerns regarding the agreement are unfounded and misrepresent the nature of the agreement between the WHO and the IAEA.

Prepared by: Michael Young, Project Officer, Nuclear Processing Facilities Division

Reviewed by: Caroline Ducros, Director- Nuclear Processing Facilities Division

**References (Included as attachments)**

- [1] International Atomic Energy Agency. “*Agreement Between the International Atomic Energy Agency and The World Health Organization*”. INFCIRC/20, 23 September 1960. Retrieved from <https://www.iaea.org/sites/default/files/infcirc20.pdf>
  
- [2] World Health Organization. (23 February 2001). “*Interpretation of WHO's agreement with the international Atomic Energy Agency (IAEA)*”. Retrieved from [https://www.who.int/ionizing\\_radiation/pub\\_meet/statement-iaea/en/](https://www.who.int/ionizing_radiation/pub_meet/statement-iaea/en/)
  
- [3] Durham Nuclear Awareness (28 February 2020). “*BWXT: 12 Things Toronto's Medical Officer of Health, Your Local Politicians & the Media Are Not Telling You*”. Retrieved from <https://www.durhamnuclearawareness.com/blog/2020/2/27/bwxt-12-things-torontos-medical-officer-of-health-your-local-politicians-amp-the-media-are-not-telling-you-wfy5g>



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THE TEXTS OF THE AGENCY'S  
RELATIONSHIP AGREEMENTS WITH SPECIALIZED AGENCIES

The texts of the relationship agreements which the Agency has concluded with the specialized agencies listed below, together with the respective protocols authenticating them, are reproduced in this document in the order in which the agreements entered into force, for the information of all Members of the Agency.

<u>Specialized Agency</u>	<u>Page</u>
I. United Nations Educational, Scientific and Cultural Organization	3
II. International Labour Organisation	9
III. World Health Organization	15
IV. World Meteorological Organization	21
V. International Civil Aviation Organization	27
VI. Food and Agriculture Organization of the United Nations	33

I. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

A. Agreement [ 1 ]

AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND  
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION

ARTICLE I

Co-operation and Consultation

1. The International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, within the general framework established by the Charter of the United Nations, they will recognize their respective spheres of competence, they will act in close co-operation with each other and they will consult with each other regularly in regard to matters of common interest.
2. In particular, it is recognized by the United Nations Educational, Scientific and Cultural Organization that the International Atomic Energy Agency has, under its Statute and in accordance with the agreement between the United Nations and the International Atomic Energy Agency and the exchange of letters which accompanied that Agreement, primary responsibility for encouraging and assisting research on and development and practical application of atomic energy for peaceful uses throughout the world, and therefore has a corresponding concern in the co-ordination of world-wide activities in this field, without prejudice to the right of the United Nations Educational, Scientific and Cultural Organization to concern itself with teaching, the diffusion of information and pure research in the field of atomic and nuclear physics, as well as scientific study of the social, economic and cultural problems to which the peaceful uses of atomic energy give rise.
3. Accordingly, in all cases where either organization proposes to initiate a program or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other before adopting the program or initiating the activity.

ARTICLE II

Reciprocal Representation

1. Representatives of the United Nations Educational, Scientific and Cultural Organization shall be invited to attend the General Conference of the International Atomic Energy Agency

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[ 1 ] This agreement was approved by the Executive Board of the United Nations Educational, Scientific and Cultural Organization on 26 September 1958 and by the General Conference of the Agency on 1 October 1958 and thus, in accordance with the terms of Article XIII, entered into force on the latter date.

and to participate without vote in the deliberations of that body and, where appropriate, of its commissions and committees with respect to items on their agenda in which the United Nations Educational, Scientific and Cultural Organization has an interest.

2. Representatives of the International Atomic Energy Agency shall be invited to attend the General Conference of the United Nations Educational, Scientific and Cultural Organization and to participate without vote in the deliberations of that body and, where appropriate, of its committees or commissions with respect to items on their agenda in which the International Atomic Energy Agency has an interest.

3. Representatives of the United Nations Educational, Scientific and Cultural Organization shall be invited, as appropriate, to attend meetings of the Board of Governors of the International Atomic Energy Agency and to participate without vote in the deliberations of that body and of its committees with respect to items on their agenda in which United Nations Educational, Scientific and Cultural Organization has an interest.

4. Representatives of the International Atomic Energy Agency shall be invited, as appropriate, to attend meetings of the Executive Board of the United Nations Educational, Scientific and Cultural Organization and to participate without vote in the deliberations of that body and of its committees with respect to items on their agenda in which the International Atomic Energy Agency has an interest.

5. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization at other meetings convened under their respective auspices which consider matters in which the other organization has an interest.

### ARTICLE III

#### Exchange of Information and Documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Secretariat of the International Atomic Energy Agency and the Secretariat of the United Nations Educational, Scientific and Cultural Organization shall keep each other fully informed concerning all projected activities and all programs of work which may be of interest to the other party.

2. The International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgment of the party possessing the information, constitute a violation of the confidence of any of its members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.

3. The Director General of the International Atomic Energy Agency and the Director-General of the United Nations Educational, Scientific and Cultural Organization or their representatives shall, at the request of either party, arrange for consultations regarding the provision by either party of such special information as may be of interest to the other party.

## ARTICLE IV

### Proposal of Agenda Items

After such preliminary consultations as may be necessary, the United Nations Educational, Scientific and Cultural Organization shall include in the provisional agenda of its General Conference or its Executive Board items proposed to it by the International Atomic Energy Agency. Similarly, the International Atomic Energy Agency shall include in the provisional agenda of its General Conference or its Board of Governors items proposed by the United Nations Educational, Scientific and Cultural Organization. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

## ARTICLE V

### Co-operation between Secretariats

The Secretariat of the International Atomic Energy Agency and the Secretariat of the United Nations Educational, Scientific and Cultural Organization shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Directors General of the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization.

## ARTICLE VI

### Administrative and Technical Co-operation

The International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization agree to consult each other from time to time regarding the most efficient use of personnel and resources and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and services.

## ARTICLE VII

### Statistical Services

In view of the desirability of maximum co-operation in the statistical field and of minimizing the burdens placed on national governments and other organizations from which information may be collected, the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization undertake to avoid undesirable duplication between them with respect to the collection, compilation and publication of statistics and to consult with each other on the most efficient use of information, resources and technical personnel in the field of statistics.

## ARTICLE VIII

### Personnel Arrangements

The International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization agree that the measures to be taken by them, within the framework of any general arrangements for co-operation, in regard to personnel matters which are made by the United Nations, will include:

- (a) Measures to avoid competition in the recruitment of their personnel; and
- (b) Measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the protection of the seniority, pension and other rights of the personnel concerned.

## ARTICLE IX

### Financing of Special Services

If compliance with a request for assistance made by either organization to the other would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

## ARTICLE X

### Implementation of the Agreement

The Director General of the International Atomic Energy Agency and the Director-General of the United Nations Educational, Scientific and Cultural Organization may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

## ARTICLE XI

### Notification to the United Nations and Filing and Recording

1. In accordance with their respective agreements with the United Nations, the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization will inform the United Nations forthwith of the terms of the present Agreement.
2. On the coming into force of the present Agreement in accordance with the provisions of Article XIII, it will be communicated to the Secretary-General of the United Nations for filing and recording.

## ARTICLE XII

### Revision and Termination

1. This Agreement shall be subject to revision by agreement between the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization.
2. It may be terminated by either party on 31 December of any year by notice given not later than 30 June of that year.

## ARTICLE XIII

### Entry into Force

This Agreement shall come into force on its approval by the General Conference of the International Atomic Energy Agency and by the Executive Board of the United Nations Educational, Scientific and Cultural Organization.

### B. Protocol

In witness whereof, the Directors General of the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization have affixed their signatures to two certified true copies of the Agreement, the texts in the English and French languages being equally authentic.

For the International  
Atomic Energy Agency

For the United Nations  
Educational, Scientific and  
Cultural Organization

(Signed) Sterling Cole

(Signed) Luther H. Evans

27 November 1958

5 December 1958

## II. INTERNATIONAL LABOUR ORGANISATION

### A. Agreement [ 2 ]

#### AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE INTERNATIONAL LABOUR ORGANISATION

#### ARTICLE I

##### Co-operation and Consultation

1. The International Atomic Energy Agency and the International Labour Organisation agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, within the general framework established by the Charter of the United Nations, they will act in close co-operation with each other and will consult each other regularly in regard to matters of common interest.
2. The International Labour Organisation recognizes the primary responsibility of the International Atomic Energy Agency, as recognized in the agreement between the United Nations and the International Atomic Energy Agency and in the exchange of letters which accompanied that agreement, to encourage and assist research on and the development and practical application of atomic energy for peaceful purposes throughout the world, as set forth in the Statute of the International Atomic Energy Agency, and will co-operate with the Agency in measures initiated by it to secure co-ordination of activities in these fields.
3. The International Atomic Energy Agency recognizes the primary responsibility of the International Labour Organisation, as recognized in the agreement between the United Nations and the International Labour Organisation, to further among the nations of the world programs which will achieve the objectives set forth in the Constitution of the International Labour Organisation and will co-operate with the International Labour Organisation in measures initiated by it to secure co-ordination of activities in these fields.
4. The International Atomic Energy Agency and the International Labour Organisation recognize that their activities may, in certain fields, be complementary to each other in a manner which calls for close and continuing co-operation between the two organizations. Therefore, in all cases where either organization proposes to initiate a program or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other before adopting the program or initiating the activity.

#### ARTICLE II

##### Reciprocal Representation

1. Representatives of the International Labour Organisation shall be invited to attend the General Conference of the International Atomic Energy Agency and to participate without vote in the deliberations of that body and where appropriate of its committees with respect to items on their agenda in which the International Labour Organisation has an interest.

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[ 2 ] As indicated in the Protocol that follows, this Agreement came into force on 21 November 1958.

2. Representatives of the International Atomic Energy Agency shall be invited to attend the International Labour Conference and to participate without vote in the deliberations of that body and where appropriate of its committees with respect to items on their agenda in which the International Atomic Energy Agency has an interest.
3. Representatives of the International Labour Organisation shall be invited, as appropriate, to attend meetings of the Board of Governors of the International Atomic Energy Agency and to participate without vote in the deliberations of that body and of its commissions and committees with respect to items on their agenda in which the International Labour Organisation has an interest.
4. Representatives of the International Atomic Energy Agency shall be invited, as appropriate, to attend meetings of the Governing Body of the International Labour Office and to participate without vote in the deliberations of that body and where appropriate of its committees with respect to items on their agenda in which the International Atomic Energy Agency has an interest.
5. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the International Atomic Energy Agency and the International Labour Organisation at other meetings convened under their respective auspices which consider matters in which the other organization has an interest.

### ARTICLE III

#### Exchange of Information and Documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Secretariat of the International Atomic Energy Agency and the International Labour Office shall keep each other fully informed concerning all projected activities and all programs of work which may be of interest to the other party.
2. The International Atomic Energy Agency and the International Labour Organisation recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgment of the party possessing the information, constitute a violation of the confidence of any of its Members or of anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.
3. The Director General of the International Atomic Energy Agency and the Director-General of the International Labour Office or their representatives shall, at the request of either party, arrange for consultations regarding the provision by either party of such special information as may be of interest to the other party.

### ARTICLE IV

#### Proposal of Agenda Items

After such preliminary consultations as may be necessary, the International Labour Organisation shall include on the agenda of the Governing Body items proposed to it by the International Atomic Energy Agency. Similarly, the International Atomic Energy Agency shall include on the provisional agenda of its Board of Governors items proposed by the International Labour Organisation. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

## ARTICLE V

### Co-operation between Secretariats

The Secretariat of the International Atomic Energy Agency and the International Labour Office shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Directors General of the International Atomic Energy Agency and the International Labour Office.

## ARTICLE VI

### Administrative and Technical Co-operation

The International Atomic Energy Agency and the International Labour Organisation agree to consult each other from time to time regarding the most efficient use of personnel and resources and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and service.

## ARTICLE VII

### Statistical Services

In view of the desirability of maximum co-operation in the statistical field and of minimizing the burdens placed on national governments and other organizations from which information may be collected, the International Atomic Energy Agency and the International Labour Organisation undertake to avoid undesirable duplication between them with respect to the collection, compilation and publication of statistics and to consult with each other on the most efficient use of information, resources and technical personnel in the field of statistics.

## ARTICLE VIII

### Personnel Arrangements

The International Atomic Energy Agency and the International Labour Organisation agree that the measures to be taken by them, within the framework of any general arrangements for co-operation in regard to personnel matters which are made by the United Nations, will include:

- (a) measures to avoid competition in the recruitment of their personnel; and
- (b) measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the protection of the seniority, pension and other rights of the personnel concerned.

## ARTICLE IX

### Financing of Special Services

If compliance with a request for assistance made by either organization to the other would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

## ARTICLE X

### Implementation of the Agreement

The Director General of the International Atomic Energy Agency and the Director-General of the International Labour Office may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

## ARTICLE XI

### Notification to the United Nations and Filing and Recording

1. In accordance with their respective agreements with the United Nations, the International Atomic Energy Agency and the International Labour Organisation will inform the United Nations forthwith of the terms of the present Agreement.
2. On the coming into force of the present Agreement in accordance with the provisions of Article XIII, it will be communicated to the Secretary-General of the United Nations for filing and recording.

## ARTICLE XII

### Revision of the Agreement

This Agreement shall be subject to revision by agreement between the International Atomic Energy Agency and the International Labour Organisation.

## ARTICLE XIII

### Entry into Force

This Agreement shall come into force on its approval by the General Conference of the International Atomic Energy Agency and the Governing Body of the International Labour Office.

B. Protocol

This Agreement was approved by the General Conference of the International Atomic Energy Agency on 1 October 1958 and by the Governing Body of the International Labour Office on 21 November 1958 and thus, in accordance with the terms of Article XIII, entered into force on 21 November 1958.

IN WITNESS WHEREOF, the Director General of the International Atomic Energy Agency and the Director-General of the International Labour Office have affixed their signatures to two authentic texts of the Agreement, the texts in English and French being equally authoritative.

For the International  
Atomic Energy Agency

For the International Labour  
Organisation

(Signed) Sterling Cole

(Signed) David A. Morse

8 May 1959

8 May 1959

### III. WORLD HEALTH ORGANIZATION

#### A. Agreement [ 3 ]

#### AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE WORLD HEALTH ORGANIZATION

#### ARTICLE I

##### Co-operation and Consultation

1. The International Atomic Energy Agency and the World Health Organization agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, within the general framework established by the Charter of the United Nations, they will act in close co-operation with each other and will consult each other regularly in regard to matters of common interest.
2. In particular, and in accordance with the Constitution of the World Health Organization and the Statute of the International Atomic Energy Agency and its agreement with the United Nations together with the exchange of letters related thereto, and taking into account the respective co-ordinating responsibilities of both organizations, it is recognized by the World Health Organization that the International Atomic Energy Agency has the primary responsibility for encouraging, assisting and co-ordinating research and development and practical application of atomic energy for peaceful uses throughout the world without prejudice to the right of the World Health Organization to concern itself with promoting, developing, assisting and co-ordinating international health work, including research, in all its aspects.
3. Whenever either organization proposes to initiate a program or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other with a view to adjusting the matter by mutual agreement.

#### ARTICLE II

##### Reciprocal Representation

1. Representatives of the World Health Organization shall be invited to attend the General Conference of the International Atomic Energy Agency and to participate without vote in the deliberations of that body and of its subsidiary organs (e.g. commissions and committees) with respect to items on their agenda in which the World Health Organization has an interest.
2. Representatives of the International Atomic Energy Agency shall be invited to attend the World Health Assembly and to participate without vote in the deliberations of that body and of its subsidiary organs (e.g. commissions and committees) with respect to items on their agenda in which the International Atomic Energy Agency has an interest.

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[ 3 ] As indicated in the Protocol that follows, this Agreement came into force on 28 May 1959.

3. Representatives of the World Health Organization shall be invited, as appropriate, to attend meetings of the Board of Governors of the International Atomic Energy Agency and to participate without vote in the deliberations of that body and of its commissions and committees with respect to items on their agenda in which the World Health Organization has an interest.
4. Representatives of the International Atomic Energy Agency shall be invited, as appropriate, to attend meetings of the Executive Board of the World Health Organization and to participate without vote in the deliberations of that body and of its commissions and committees with respect to items on their agenda in which the International Atomic Energy Agency has an interest.
5. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the International Atomic Energy Agency and the World Health Organization at other meetings convened under their respective auspices which consider matters in which the other organization has an interest.

### ARTICLE III

#### Exchange of Information and Documents

1. The International Atomic Energy Agency and the World Health Organization recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this agreement shall be construed as requiring either of them to furnish such information as would, in the judgment of the party possessing the information, constitute a violation of the confidence of any of its Members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.
2. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Secretariat of the International Atomic Energy Agency and the Secretariat of the World Health Organization shall keep each other fully informed concerning all projected activities and all programs of work which may be of interest to both parties.
3. The Director General of the World Health Organization and the Director General of the International Atomic Energy Agency or their representatives shall, at the request of either party, arrange for consultations regarding the provision by either party of such special information as may be of interest to the other party.

### ARTICLE IV

#### Proposal of Agenda Items

After such preliminary consultations as may be necessary, the World Health Organization shall include on the provisional agenda of its Assembly or its Executive Board items proposed to it by the International Atomic Energy Agency. Similarly, the International Atomic Energy Agency shall include on the provisional agenda of its General Conference or its Board of Governors items proposed by the World Health Organization. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

## ARTICLE V

### Co-operation between Secretariats

The Secretariat of the International Atomic Energy Agency and the Secretariat of the World Health Organization shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time between the Directors General of both organizations. In particular joint committees may be convened when appropriate to consider questions of substantive interest to both parties.

## ARTICLE VI

### Technical and Administrative Co-operation

1. The International Atomic Energy Agency and the World Health Organization agree to consult each other from time to time regarding the most efficient use of personnel and resources and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and services.
2. The International Atomic Energy Agency and the World Health Organization agree that the measures to be taken by them, within the framework of any general arrangements for co-operating in regard to personnel matters which are made by the United Nations, will include:
  - (a) Measures to avoid competition in the recruitment of their personnel; and
  - (b) Measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the protection of the seniority, pension and other rights of the personnel concerned.

## ARTICLE VII

### Statistical Services

In view of the desirability of maximum co-operation in the statistical field and of minimizing the burdens placed on national governments and other organizations from which information may be collected, the International Atomic Energy Agency and the World Health Organization undertake, bearing in mind the general arrangements for statistical co-operation made by the United Nations, to avoid undesirable duplication between them with respect to the collection, compilation and publication of statistics, to consult with each other on the most efficient use of information, resources, and technical personnel in the field of statistics and in regard to all statistical projects dealing with matters of common interest.

## ARTICLE VIII

### Financing of Special Services

If compliance with a request for assistance made by either organization to the other involves or would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

## ARTICLE IX

### Regional and Branch Offices

The World Health Organization and the International Atomic Energy Agency agree to consult together with a view, where practicable, to entering into co-operative arrangements as to the use by either organization of the premises, staffing and common services of regional and branch offices which the other has already established or may establish later.

## ARTICLE X

### Implementation of the Agreement

The Director General of the International Atomic Energy Agency and the Director General of the World Health Organization may enter into such arrangements for the implementation of this agreement as may be found desirable in the light of the operating experience of the two organizations.

## ARTICLE XI

### Notification to the United Nations and Filing and Recording

1. In accordance with their respective agreements with the United Nations, the International Atomic Energy Agency and the World Health Organization will inform the United Nations forthwith of the terms of the present Agreement.
2. On the coming into force of this Agreement it will be submitted to the Secretary-General of the United Nations for filing and recording in accordance with the existing regulations of the United Nations.

## ARTICLE XII

### Revision and Termination

1. This Agreement shall be subject to revision by agreement between the World Health Organization and the International Atomic Energy Agency on the request of either party.
2. If agreement on the subject of revision cannot be reached, the Agreement may be terminated by either party on 31 December of any year by notice given to the other party not later than 30 June of that year.

## ARTICLE XIII

### Entry into Force

This Agreement shall come into force on its approval by the General Conference of the International Atomic Energy Agency and by the World Health Assembly.

B. Protocol

This Agreement was approved by the General Conference of the International Atomic Energy Agency on 1 October 1958 and by the World Health Assembly on 28 May 1959 and thus, in accordance with the terms of Article XIII, entered into force on that latter date.

IN WITNESS WHEREOF, the Director General of the International Atomic Energy Agency and the Director General of the World Health Organization have affixed their signatures to two authentic texts of the Agreement, the texts in English and French being equally authentic.

For the International  
Atomic Energy Agency

For the World Health Organization

(Signed) Sterling Cole

(Signed) P. Dorolle  
for M. G. Candau

13 July 1959

24 July 1959

IV. WORLD METEOROLOGICAL ORGANIZATION

A. Agreement [ 4 ]

AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND  
THE WORLD METEOROLOGICAL ORGANIZATION

ARTICLE I

Co-operation and Consultation

1. The International Atomic Energy Agency (hereinafter referred to as "the Agency") and the World Meteorological Organization (hereinafter referred to as "the Organization") agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, within the general framework established by the Charter of the United Nations, they will act in close co-operation with each other and will consult each other regularly in regard to matters of common interest.
2. The Organization recognizes the responsibilities of the Agency as set forth in the Statute of the Agency, and as recognized in the agreement between the United Nations and the Agency and the exchange of letters which accompanied that agreement.
3. The Agency recognizes the responsibilities of the Organization as set forth in the Convention of that Organization and recognized in the agreement between the United Nations and the Organization.
4. In particular, the Organization recognizes that the Agency, by virtue of its Statute and its primary responsibility in the field of the peaceful uses of atomic energy has a corresponding concern in the co-ordination of world-wide activities in this field, without prejudice to the responsibility of the Organization in matters relating to meteorology and other geophysical sciences as defined in its Convention.
5. Accordingly, in all cases where either organization proposes to initiate a program or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other before bringing to finality the program or initiating the activity.

ARTICLE II

Reciprocal Representation

1. Representatives of the Organization shall be invited to attend the General Conference of the Agency and to participate without vote in the deliberations of that body and, where appropriate, of its commissions and committees with respect to items on their agenda in which the Organization has an interest.

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[ 4 ] As indicated in the Protocol that follows, this Agreement came into force on 12 August 1959.

2. Representatives of the Agency shall be invited to attend the Congress of the Organization and to participate without vote in the deliberations of that body and, where appropriate, of its committees or commissions with respect to items on their agenda in which the Agency has an interest.
3. Representatives of the Organization shall be invited, as appropriate, to attend meetings of the Board of Governors of the Agency and to participate without vote in the deliberations of that body and of its commissions and committees with respect to items on their agenda in which the Organization has an interest.
4. Representatives of the Agency shall be invited, as appropriate, to attend meetings of the Executive Committee of the Organization and to participate without vote in the deliberations of that body and of its committees with respect to items on their agenda in which the Agency has an interest.
5. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the Agency and the Organization at other meetings convened under their respective auspices which consider matters in which the other organization has an interest.

### ARTICLE III

#### Exchange of Information and Documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Secretariat of the Agency and the Secretariat of the Organization shall keep each other fully informed concerning all projected activities and all programs of work which may be of interest to the other party.
2. The Agency and the Organization recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgment of the party possessing the information, constitute a violation of the confidence of any of its Members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.
3. The Director General of the Agency and the Secretary-General of the Organization or their representatives shall, at the request of either party, arrange for consultations regarding the provision by either party of such special information as may be of interest to the other party.

### ARTICLE IV

#### Proposal of Agenda Items

After such preliminary consultations as may be necessary, the Organization shall include on the provisional agenda of its Congress or its Executive Committee items proposed to it by the Agency. Similarly, the Agency shall include on the provisional agenda of its General Conference or its Board of Governors items proposed by the Organization. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

## ARTICLE V

### Co-operation between Secretariats

The Secretariat of the Agency and the Secretariat of the Organization shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Director General of the Agency and the Secretary-General of the Organization.

## ARTICLE VI

### Administrative and Technical Co-operation

The Agency and the Organization agree to consult each other from time to time regarding the most efficient use of personnel and resources and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and service.

## ARTICLE VII

### Statistical Services

In view of the desirability of maximum co-operation in the statistical field and of minimizing the burdens placed on national governments and other organizations from which information may be collected, the Agency and the Organization undertake to avoid undesirable duplication between them with respect to the collection, compilation and publication of statistics and to consult with each other on the most efficient use of information, resources and technical personnel in the field of statistics.

## ARTICLE VIII

### Personnel Arrangements

The Agency and the Organization agree that measures to be taken by them, within the framework of any general arrangements for co-operation in regard to personnel matters which are made by the United Nations, will include:

- (a) Measures to avoid competition in the recruitment of their personnel; and
- (b) Measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the protection of the seniority, pension and other rights of the personnel concerned.

## ARTICLE IX

### Financing of Special Services

If compliance with a request for assistance made by either organization to the other would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

## ARTICLE X

### Implementation of the Agreement

The Director General of the Agency and the Secretary-General of the Organization may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

## ARTICLE XI

### Notification to the United Nations and Filing and Recording

1. In accordance with their respective agreements with the United Nations, the Agency and the Organization will inform the United Nations forthwith of the terms of the present Agreement.
2. On the coming into force of the present Agreement in accordance with the provisions of Article XIII, it will be communicated to the Secretary-General of the United Nations for filing and recording.

## ARTICLE XII

### Revision and Termination

1. This Agreement shall be subject to revision by agreement between the Agency and the Organization.
2. It may be terminated by either party on 31 December of any year by notice given not later than 30 June of that year.

## ARTICLE XIII

### Entry into Force

This Agreement shall come into force on its approval by the General Conference of the Agency and by two-thirds of the Members of the Organization which are States.

### B. Protocol

This Agreement was approved by the General Conference of the International Atomic Energy Agency on 1 October 1958 and by two-thirds of the Members of the World Meteorological Organization which are States on 12 August 1959, the last notification of an approval necessary to achieve the requisite number having been received by the Secretariat of the World Meteorological Organization on that date, and thus, in accordance with the terms of Article XIII of the Agreement, it entered into force on such latter date.

IN WITNESS WHEREOF, the Director General of the International Atomic Energy Agency and the Secretary-General of the World Meteorological Organization have affixed their signatures to two authentic copies of the Agreement, the texts in English and French being equally authentic.

For the International  
Atomic Energy Agency

For the World Meteorological Organization

(Signed) Sterling Cole

(Signed) D.A. Davies

4 February 1960

2 February 1960

V. INTERNATIONAL CIVIL AVIATION ORGANIZATION

A. Agreement [ 5 ]

AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND  
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

ARTICLE I

Co-operation and consultation

1. The International Atomic Energy Agency (hereinafter referred to as "the Agency") and the International Civil Aviation Organization (hereinafter referred to as "the Organization") agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, within the general framework established by the Charter of the United Nations, they will act in close co-operation with each other and will consult each other regularly in regard to matters of common interest.
2. The Organization recognizes the responsibilities of the Agency as set forth in the Statute of the Agency, and as recognized in the agreement between the United Nations and the Agency and the exchange of letters which accompanied that agreement. In particular, the Organization recognizes that the Agency, by virtue of its Statute and its primary responsibility in the field of the peaceful uses of atomic energy, has a corresponding concern in the co-ordination of world-wide activities in this field.
3. The Agency recognizes the responsibilities of the Organization as set forth in the Convention on International Civil Aviation and recognized in the agreement between the United Nations and the Organization. In particular the Agency recognizes that the Organization, by virtue of its primary responsibility in the field of international civil aviation, has a corresponding concern in the co-ordination of world-wide activities in this field.
4. Accordingly, in all cases where either party proposes to initiate a program or activity on a subject in which the other party has or may have a substantial interest, the first party shall consult the other before adopting the program or initiating the activity.

ARTICLE II

Reciprocal Representation

1. The Organization shall be invited to designate representatives to attend the General Conference of the Agency and to participate without vote in the deliberations of that body and, where appropriate, of its commissions and committees with respect to items on their agenda in which the Organization has an interest.
2. The Agency shall be invited to designate representatives to attend the Assembly of the Organization and to participate without vote in the deliberations of that body and, where

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[ 5 ] As indicated in the Protocol that follows, this Agreement came into force on 1 October 1959.

appropriate, of its committees or commissions with respect to items on their agenda in which the Agency has an interest.

3. The Organization shall be invited, as appropriate, to designate representatives to attend meetings of the Board of Governors of the Agency and to participate without vote in the deliberations of that body and of its commissions and committees with respect to items on their agenda in which the Organization has an interest.

4. The Agency shall be invited, as appropriate, to designate representatives to attend meetings of the Council and committees and commissions of the Organization and to participate without vote in their deliberations with respect to items on their agenda in which the Agency has an interest.

5. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the Agency and the Organization at other meetings convened under their respective auspices which consider matters in which the other party has an interest.

### ARTICLE III

#### Exchange of Information and Documents

1. The Agency and the Organization recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgment of the party possessing the information, constitute a violation of the confidence of any of its Members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.

2. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Secretariat of the Agency and the Secretariat of the Organization shall keep each other fully informed concerning all current and projected activities and all programs of work which may be of interest to the other party.

3. The Director General of the Agency and the Secretary General of the Organization or their representatives shall, at the request of either party, arrange for consultation regarding the provision by either party of such special information as may be of interest to the other party.

### ARTICLE IV

#### Proposal of Agenda Items

The Agency and the Organization shall consult each other as may be necessary with a view to including in the agenda of the meetings referred to in Article II, items which have been submitted by either party. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

## ARTICLE V

### Co-operation between Secretariats

The Secretariat of the Agency and the Secretariat of the Organization shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Director General of the Agency and the Secretary General of the Organization.

## ARTICLE VI

### Administrative and Technical Co-operation

The Agency and the Organization agree to consult each other from time to time regarding the most efficient use of personnel and resources and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and service.

## ARTICLE VII

### Statistical Services

In view of the desirability of maximum co-operation in the statistical field and of minimizing the burden placed on national governments and other organizations from which information may be collected, the Agency and the Organization undertake to avoid undesirable duplication between them with respect to the collection, compilation and publication of statistics and to consult with each other on the most efficient use of information, resources and technical personnel in the field of statistics.

## ARTICLE VIII

### Personnel Arrangements

The Agency and the Organization agree that measures to be taken by them, within the framework of any general arrangements for co-operation in regard to personnel matters which are made by the United Nations, will include:

- (a) Measures to avoid competition in the recruitment of their personnel; and
- (b) Measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the protection of the seniority, pension and other rights of the personnel concerned.

## ARTICLE IX

### Financing of Special Services

If compliance with a request for assistance made by either party to the other would involve substantial expenditure for the party complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

## ARTICLE X

### Implementation of the Agreement

The Director General of the Agency and the President of the Council of the Organization may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two parties.

## ARTICLE XI

### Notification to the United Nations and Filing and Recording

1. In accordance with their respective agreements with the United Nations, the Agency and the Organization will inform the United Nations forthwith of the terms of the present Agreement.
2. On the coming into force of the present agreement in accordance with the provisions of Article XIII, it will be communicated to the Secretary-General of the United Nations for filing and recording.

## ARTICLE XII

### Revision and Termination

1. This Agreement shall be subject to revision by agreement between the Agency and the Organization.
2. It may be terminated by either party on 31 December of any year by notice given not later than 30 June of that year.

## ARTICLE XIII

### Entry into Force

This Agreement shall come into force on its approval by the General Conference of the Agency and by the Council of the Organization.

### B. Protocol

#### PROTOCOL CONCERNING THE ENTRY INTO FORCE OF THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

On 28 September 1959 an Agreement between the International Atomic Energy Agency and the International Civil Aviation Organization was approved by the Council of the International Civil Aviation Organization.

On 1 October 1959 the Agreement was approved by the General Conference of the International Atomic Energy Agency.

The Agreement thus came into force, in accordance with Article XIII thereof, on 1 October 1959.

A copy of the text of the Agreement in English, French and Spanish is attached hereto, the English text being the authentic text.

IN WITNESS WHEREOF, the Director General of the International Atomic Energy Agency and the President of the Council of the International Civil Aviation Organization have, respectively at Vienna and at Montreal, affixed their signatures to two original copies of the present Protocol, the text of which consists of versions in the English, French and Spanish languages which are equally authentic. One of the original copies will be deposited with the Secretariat of the International Atomic Energy Agency and the other will be deposited with the Secretariat of the International Civil Aviation Organization.

For the International  
Atomic Energy Agency

For the International Civil  
Aviation Organization

(Signed) Sterling Cole

(Signed) Walter Binaghi

24 March 1960

27 April 1960

VI. FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

A. Agreement [ 6 ]

AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND  
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

ARTICLE I

Co-operation and Consultation

1. The International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations agree that with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, within the general framework established by the Charter of the United Nations, they will act in close co-operation with each other and will consult each other regularly in regard to matters of common interest.
2. The Food and Agriculture Organization of the United Nations recognizes the responsibilities of the International Atomic Energy Agency as set forth in the Statute of the Agency, and as recognized in the agreement between the United Nations and the Agency, and the exchange of letters which accompanied that agreement.
3. The International Atomic Energy Agency recognizes the responsibilities of the Food and Agriculture Organization of the United Nations as set forth in the Constitution of that Organization and recognized in the agreement between the United Nations and the Food and Agriculture Organization of the United Nations.
4. In particular the Food and Agriculture Organization of the United Nations recognizes that the International Atomic Energy Agency, by virtue of its Statute and its primary responsibility in the field of the peaceful uses of atomic energy, has a corresponding concern in the co-ordination of world-wide activities in this field, without prejudice to the responsibility of the Food and Agriculture Organization of the United Nations in matters relating to food and agriculture as defined in its Constitution.
5. Accordingly, in all cases where either organization proposes to initiate a program or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other before bringing to finality the program or initiating the activity.

ARTICLE II

Reciprocal Representation

1. Representatives of the Food and Agriculture Organization of the United Nations shall be invited to attend the General Conference of the International Atomic Energy Agency and to participate without vote in the deliberations of that body and, where appropriate, of its

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[ 6 ] As indicated in the Protocol that follows, this Agreement came into force on  
18 November 1959.

subsidiary organs (e. g. commissions and committees) with respect to items on their agenda in which the Food and Agriculture Organization of the United Nations has an interest.

2. Representatives of the International Atomic Energy Agency shall be invited to attend the Conference of the Food and Agriculture Organization of the United Nations and to participate without vote in the deliberations of that body and of its commissions or committees with respect to items on their agenda in which the International Atomic Energy Agency has an interest.

3. Representatives of the Food and Agriculture Organization of the United Nations shall be invited, as appropriate, to attend meetings of the Board of Governors of the International Atomic Energy Agency and to participate without vote in the deliberations of that body and of its commissions or committees with respect to items on their agenda in which the Food and Agriculture Organization of the United Nations has an interest.

4. Representatives of the International Atomic Energy Agency shall be invited, as appropriate, to attend meetings of the Council of the Food and Agriculture Organization of the United Nations and to participate without vote in the deliberations of that body and of its committees with respect to items on their agenda in which the International Atomic Energy Agency has an interest.

5. Appropriate arrangements shall be made by agreement, from time to time, for the reciprocal representation of the International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations at other meetings convened under their respective auspices which consider matters in which the other organization has an interest.

### ARTICLE III

#### Exchange of Information and Documents

1. The International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgment of the party possessing the information, constitute a violation of the confidence of any of its members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.

2. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Secretariat of the International Atomic Energy Agency and the Secretariat of the Food and Agriculture Organization of the United Nations shall keep each other fully informed concerning all projected activities and all programs of work which may be of interest to the other party.

3. The Director General of the International Atomic Energy Agency and the Director-General of the Food and Agriculture Organization of the United Nations or their representatives shall, at the request of either party, arrange for consultations regarding the provision by either party of such special information as may be of interest to the other party.

### ARTICLE IV

#### Proposal of Agenda Items

After such preliminary consultations as may be necessary, the Food and Agriculture Organization of the United Nations shall include on the provisional agenda of its Conference

or its Council items proposed to it by the International Atomic Energy Agency. Similarly, the International Atomic Energy Agency shall include on the provisional agenda of its General Conference or its Board of Governors items proposed by the Food and Agriculture Organization of the United Nations. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

## ARTICLE V

### Co-operation between Secretariats

The Secretariat of the International Atomic Energy Agency and the Secretariat of the Food and Agriculture Organization of the United Nations shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Directors General of the International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations.

## ARTICLE VI

### Administrative and Technical Co-operation

The International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations agree to consult each other from time to time regarding the most efficient use of personnel and resources and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and service.

## ARTICLE VII

### Statistical Services

In view of the desirability of maximum co-operation in the statistical field and of minimizing the burdens placed on national governments and other organizations from which information may be collected, the International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations undertake to avoid undesirable duplication between them with respect to the collection, compilation and publication of statistics and to consult with each other on the most efficient use of information, resources and technical personnel in the field of statistics.

## ARTICLE VIII

### Personnel Arrangements

The International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations agree that the measures to be taken by them, within the framework of any general arrangements for co-operation in regard to personnel matters, which are made by the United Nations, will include:

- (a) Measures to avoid competition in the recruitment of their personnel; and

- (b) Measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the protection of the seniority, pension and other rights of the personnel concerned.

## ARTICLE IX

### Financing of Special Services

If compliance with a request for assistance made by either organization to the other would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

## ARTICLE X

### Implementation of the Agreement

The Director General of the International Atomic Energy Agency and the Director-General of the Food and Agriculture Organization of the United Nations may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

## ARTICLE XI

### Notification to the United Nations and Filing and Recording

1. In accordance with their respective agreements with the United Nations, the International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations will inform the United Nations forthwith of the terms of the present Agreement.
2. On the coming into force of the present Agreement in accordance with the provision of Article XIII, it will be communicated to the Secretary-General of the United Nations for filing and recording.

## ARTICLE XII

### Revision of the Agreement

This Agreement shall be subject to revision by agreement between the International Atomic Energy Agency and the Food and Agriculture Organization of the United Nations.

## ARTICLE XIII

### Entry into Force

This Agreement shall come into force on its approval by the General Conference of the International Atomic Energy Agency and the Conference of the Food and Agriculture Organization of the United Nations.

### B. Protocol

This Agreement was approved by the General Conference of the International Atomic Energy Agency on 1 October 1958 and by the Conference of the Food and Agriculture Organization of the United Nations on 18 November 1959 and thus, in accordance with the terms of Article XIII, entered into force on that latter date.

IN WITNESS WHEREOF, the Director General of the International Atomic Energy Agency and the Director-General of the Food and Agriculture Organization of the United Nations have affixed their signatures to two authentic copies of the Agreement, the texts in English and French being equally authentic.

For the International  
Atomic Energy Agency

For the Food and Agriculture  
Organization of the United Nations

(Signed) Sterling Cole

(Signed) Norman C. Wright  
for B. R. Sen

9 March 1960

29 February 1960

**Archive**

This information has been archived

**Ionizing radiation****Interpretation of WHO's agreement with the international Atomic Energy Agency (IAEA)**

Statement WHO/06

23 February 2001

Recently, the World Health Organization (WHO) has been questioned by several journalists and others on its relationship with the International Atomic Energy Agency (IAEA). There was concern that WHO cannot act independently on matters related to exposure to radioactive substances and human health because it is bound by the 1959 Agreement between the two agencies. Such concern is unfounded.

The 1959 Agreement between WHO and IAEA does not affect the impartial and independent exercise by WHO of its statutory responsibilities, nor does it place WHO in a situation of subordination to IAEA. This has been amply demonstrated in the past, with one such example being the WHO recommendations on iodine prophylaxis in the case of nuclear accidents, which were published recently in hard copy and which may be consulted on the WHO web site.

The Agreement between WHO and IAEA follows the model of agreements concluded between WHO and the United Nations or other international organizations. Such agreements establish a general framework to enable the organizations concerned to shape and develop their cooperation according to their programmes and priorities, and do not contain detailed obligations. It is customary, for example, for organizations to agree to consult on matters of joint interest or on which either party may have a substantial interest. However, as Article 1 of the WHO-IAEA Agreement makes clear, such commitment does not in any way imply a submission of one organization to the authority of the other so as to affect their independence and responsibilities under their respective constitutional mandates.

The confidentiality clause appearing in Article III is contained in agreements concluded by WHO with other international organizations. It represents a normal safeguard against disclosure of information that the organizations concerned, WHO included, are legally obliged to protect in the course of their operations. In the case of information held by WHO, such a clause is relevant, for example, for the protection of clinical and other similar data on individuals.

WHO is in the process of developing a comprehensive Global Programme on Radiation with a clear strategy and priorities to safeguard public health concerns in the use of nuclear techniques. As in the past, WHO environmental health experts will continue the scientific collaboration with radiation and health experts at IAEA. This entails not only nuclear safety issues and assistance in radiation emergencies, but also the application of radiological techniques in medical practice.

As regards depleted uranium, WHO is currently finalizing a generic assessment of any possible health risks posed by exposure to depleted uranium. As requested by the January 2001 session of the WHO Executive Board, the WHO Secretariat will report its findings and recommendations related to depleted uranium to all its Member States at the next World Health Assembly which takes place in mid-May. In addition, WHO has undertaken field missions to Kosovo and Iraq to investigate the health situation and to provide the needed professional advice to the respective health authorities. These activities of the Organization are in no way hampered by the WHO/IAEA agreement.

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Organization**

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## BLOG

# BWXT: 12 Things Toronto's Medical Officer of Health, Your Local Politicians & the Media Are Not Telling You

February 28, 2020

## *... & Why We Cannot Trust the CNSC*

**Introduction:** **BWXT** is a U.S.-based company that processes uranium for nuclear reactors at Lansdowne & Dupont (1025 Lansdowne) in Toronto. BWXT, involved in the U.S. weapons industry, bought the GE-Hitachi location in 2016. The company is currently involved in a class action lawsuit down in the U.S. (See articles here & here). Many Torontonians now feel that, due to its emissions, health impacts, impacts on water sources (from unmonitored discharges to the Toronto sewer system), and the potential for a very serious accident at the site (now a very fast-growing residential community), this facility must be shut down. Canada's nuclear "regulator" (more on CNSC below) is recommending the facility receive a 10-year extension to its licence, & is holding a public hearing in Toronto (& Peterborough, another of its Canadian locations) March 2-5 (see agenda here). There is plenty of information about all this on this Web site & this Facebook page. Another good information source is this one (& see a great video here). To read submissions from members of the public regarding BWXT's licence request, go to this page (& click on "Download a particular document," which brings up the list of all submissions).

Why is it you won't hear these following 12 things from your political representatives, public health "authorities"<sup>[1]</sup> & the media? Well, it is possible they don't know them. They may not be deliberately *lying* to us. More likely that they are simply ignorant of the real story. *Why should this be so?* It may be convenient for them to *not* know the real facts about Canada's nuclear "regulator," the Canadian Nuclear Safety Commission (CNSC). To keep just skating along the surface of the issues involved.

"It is difficult to get a man to understand something when his salary depends upon his not understanding it." — *Upton Sinclair*

These so-called health & political "leaders" (& members of the media) have almost certainly *not* taken a really deep dive into the facts about the company, the company's record, the company's licensing submission to the CNSC, the CNSC staff submission, CNSC's reliability as Canada's nuclear "regulator," the facility's previous licensing hearing history, &/or past emergencies and incidents at the facility, etc.

Why do experienced activists and concerned citizens know these things?

Some of us have spent many years involved in nuclear activism. Have taken part in more CNSC hearings (on a wide variety of facilities all over Ontario) than we even care to recall. We are not part of the "nuclear establishment" ... nor of any of the various municipal/provincial/regional bureaucracies that accept its pronouncements without question. Some of us have quite a bit of experience on the issue of nuclear

## SEARCH



## ABOUT DNA

**DNA (Durham Nuclear Awareness)** is a volunteer group of concerned citizens dedicated to raising awareness about nuclear issues & risks facing the people & communities of Durham Region, east of Toronto, Ontario, an area home to not just one, but two gigantic nuclear plants.

[LEARN MORE](#)

## QUICK LINKS

[Current Priorities](#)

What we are up to now

emergency planning (*for reactor facilities*) in Ontario ... a deeper topic than one might suppose, though it can be summed up fairly succinctly.<sup>[2]</sup>

Let's get started!

1. The CNSC as a nuclear "regulator" has zero credibility among those who have dealt with it over time. Read the information below on 'Why We Cannot Trust the CNSC' for why this is so. After reading it, you'll see why it is an organization in which we may place absolutely no trust whatsoever.

2. A depleted uranium facility in the middle of a residential neighbourhood in Toronto. Really??

"The Toronto facility manufactures natural and depleted uranium dioxide fuel pellets." <sup>[3]</sup>

[This submission](#) (pg. 10) poses a number of questions about this topic that need to be asked ... and answered.

3. There is a hydrogen tank on the BWXT site, situated extremely close to the rail line that is immediately south of the facility. The tank could explode & cause a disaster ... in a neighbourhood that is currently growing like the proverbial weed (& *also home to several nearby schools*). Does this location, for this facility, really make sense – now – in light of current population density & growth?

4. The 1959 deal made between the IAEA (*International Atomic Energy Agency*)<sup>[4]</sup> and WHO (*World Health Organization*) ensures that we now have 60+ years of *lack of research* by global health bodies into the health impacts of radioactivity.

*"Whenever either organization proposes to initiate a program or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other with a view to adjusting the matter by mutual agreement."* From [the deal](#).

Yes! The world's global nuclear agency & the world's leading "health" agency, utterly in cahoots! Ever since 1959. *Foxes guarding the henhouse, absolutely!* This 60-year old deal makes clear why public health agencies don't study or have anything substantive (or credible) to say about the impacts of radioactivity from nuclear facilities (of any kind) on human health. <sup>[5]</sup>

5. The industry (BWXT) and CNSC (the "regulator") talk about release limits that BWXT never comes close to exceeding. *This is precisely because the release limits – Derived Release Limits or DRLs – are set so absurdly high, exceeding them could simply never happen!* CNSC usually claims to have set the release limits; in practice, they are set by industry. BWXT admits it has set the DRLs itself in its submission. "BWXT NEC has established "Derived Release Limits" for uranium emissions to the environment." <sup>[6]</sup> *Foxes minding the henhouse again.* The DRL issue is well-explained in [this submission](#) on page. 12. Also covered in [this one](#). <sup>[7]</sup>

6. Averaging of releases / emissions data masks dramatic *spikes* of emissions/releases. The nuclear industry does this routinely, wherever it operates. Industry is not being transparent with the public ... *nor with media, politicians, or health "authorities."* It is very easy to hide large releases (*even major health impacts, even deaths!*) when you use averaging of data.

7. According to the Swim Drink Fish Canada/Lake Ontario Waterkeeper submission, BWXT is not adhering to "relevant regulatory guidelines" set out by the Canadian Council of Environmental Ministers (CCME) ... or provincial Ontario guidelines for uranium discharges to water.<sup>[8]</sup> It appears that both federal & provincial "authorities" have a "hands off" policy regarding the facility's releases of radionuclides to the Toronto sewer system. *Foxes & henhouse again.* Neither the Province nor the municipality (i.e., the City of Toronto) either monitors or enforces the company's releases of radionuclides to Toronto's sewer system. CNSC, as "regulator," is in charge. Since CNSC cannot be trusted, this is clearly unacceptable.

8. There is a distinct lack of scientific language in both CNSC & BWXT documents. Rather than providing precise data, one continually sees such phrases as "low," "very low" and "extremely low." This is not the language of science.

[Nuclear Mythbusters](#)

[Tritium Resources & Quotes](#)

## CONTACT US

**DNA exists to bring people together to ask questions & demand answers** from decision-makers at the local, provincial & federal levels of government. Together we have a voice. *Join us!*

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## ARCHIVE

### 2020

[BWXT: 12 Things Toronto's Medical Officer of Health, Your Local Politicians & the Media Are Not Telling You](#)  
Feb 28, 2020

[False Alarm!](#)  
Jan 16, 2020

### 2019

[Chernobyl: 33 Years. Revelations Continue!](#)  
Apr 26, 2019

[SNC Lavalin Affair. Media Item Collection](#)  
Mar 20, 2019

[Fukushima: 8 years. March 2011 - 2019](#)  
Mar 11, 2019

"The consolidated ERA concluded that emissions of radioactive material BWXT NEC consolidated operations would be very low"[9]

CNSC language is also often surprisingly understated. Orwellian, even. Immediately after describing significant serious incidents at the facility, for example (*CNSC cites numerous non-compliance examples; in BWXT's language, "unplanned events;" more on this below in #9*), CNSC staff go on to say "CNSC staff conclude that BWXT's performance over the licence period in the Emergency Preparedness and Fire Protection SCA is satisfactory and the program implementation meets regulatory requirements and CNSC expectations." [10] CNSC's use of the word "acceptable" to describe the licensee's adherence to standards is often jarring. It seems as though a stronger word than "adequate" or "acceptable" would be more ... reassuring. (*It must be added that there is a distinct "Uh-oh! Down the rabbit hole!" sensation when one encounters CNSC speaking of a recommendation to BWXT – following years of follow-up on serious safety violations – all of this dragging out over years – then adding "Recommendations are not required to be implemented."*) [11]

9. There are major inconsistencies between BWXT's "CMD" (*Commission Member Document*) & the CNSC Staff CMD in the reporting of significant incidents at BWXT throughout the current licensing period. [12] (*See this submission regarding BWXT's reporting of its activities during this licensing period. Page 16.*) BWXT reported 6 incidents, while CNSC reported 22. These incidents led to numerous CNSC inspections and exercises, changes in emergency/fire planning, a [CNSC Compliance Inspection Report](#), etc. None of this is ever explained.

10. The word "emergency" comes up 39 times in the BWXT submission (*a 61-page document*). 72 times in the CNSC Staff CMD (*244 pages*). [13] There are 107 mentions in the [CNSC Compliance Inspection Report](#) (*dated Jan. 25/19*) – a document of 31 pages. *Note: This report is not on the CNSC Web site. One must request it from the CNSC. One must know to request it. Which most people, unfamiliar with inspections & emergency exercises, would not know to do.* [14]

Read this extract from the CNSC Staff CMD:

**"In March 2017, CNSC staff issued eight enforcement actions of non-compliance** to BWXT related to the effectiveness and implementation of the Toronto facility emergency response program. The enforcement actions were based on CNSC staff observations from a major exercise conducted at the Toronto facility in conjunction with Toronto Fire Services (TFS). Corrective actions identified during this compliance inspection included a need for a formalized mutual aid agreement with TFS; improved incident command functioning and integration with TFS; and a review of BWXT emergency response organization staffing, facilities and equipment to ensure that they are adequate to support an emergency response at the Toronto location." [15]

11. All this talk of emergencies, inspections, exercises, etc. leads inevitably to questions regarding the safety of the facility. We are talking about *missing* information in licensing hearing documents. *Inconsistencies* in the reporting of incidents between the company & the nuclear "regulator." *Changes in emergency plans* that are never explained or elaborated upon. And, for that matter, information about emergency plans that is difficult or impossible to obtain. [16] As well, all these 'incidents' in this licensing period certainly throw the company's credibility – in terms of claims about safety at *previous* licensing hearings – into considerable doubt.

12. In the [CNSC Compliance Inspection Report](#) (*dated January 25, 2019*), the sentence "The only acceptable exception to the requirement would be when immediate action was required to prevent a catastrophic incident from occurring" is found in the 'Compliance Matrix,' on page 22. So it seems there is in fact the potential for a "catastrophic incident" to take place at the BWXT facility at 1025 Lansdowne. [17] This certainly casts into serious doubt any "authority" who claims there are "no risks" associated with this facility.

"From the CNSC staff perspective, there are no risks," said Caroline Ducros, director of the safety commission's nuclear processing facilities division. "The quantities (of uranium) that are leaving the (Toronto) plant are negligible." *Toronto Star* article February 16/20. [18]

## 2018

[Small Modular Reactors. SMRs.](#)  
Nov 16, 2018

[Pickering Hearing: More](#)  
Jun 23, 2018

[Chernobyl Nuclear Disaster: 32 Years Young](#)  
Apr 25, 2018

[Pickering Hearing. Again!?](#)  
Apr 2, 2018

[2 Fukushima Anniversary Events! March 12 & 15/18.](#)  
Mar 6, 2018

[Nuclear Emergency Plans in Ontario \('PNERP'\) Update](#)  
Feb 6, 2018

## 2017

[Upcoming Event: Dec. 5th: Nuclear Accidents Happen - Then What?](#)  
Nov 20, 2017

[Nuke Emergency Plan Review: Tsunami of Media Items](#)  
Jun 20, 2017

[Nuclear Emergency Plan? CELA Gives it a 'D'](#)  
May 23, 2017

[31st Anniversary of the Chernobyl Nuclear Disaster](#)  
Apr 25, 2017

[Radioactive Roads: this plan must be stopped!](#)  
Apr 14, 2017

[Fukushima Nuclear Disaster: 6 years in](#)  
Mar 10, 2017

[Nuclear 'Elephants in the Room'](#)  
Feb 14, 2017

[Nukes & Climate Change](#)  
Jan 19, 2017

## ***\*\*SEE ALSO THE ITEM THAT FOLLOWS ON [WHY WE CANNOT TRUST THE CNSC](#)***

[1] Toronto's Medical Officer of Health Dr. Eileen de Villa. See [this location](#) for her June 2018 report on BWXT. Truth? MOHs just accept whatever Canada's nuclear "regulator" tells them. See separate essay on why it is not possible to trust the CNSC. My 2018 presentation to the Toronto Board of Health is [here](#).

[2] There is more to nuclear emergency planning in Ontario/Canada than meets the eye. Many ins & outs, some dark history, political shenanigans, & things that are not obvious; for one thing, a very considerable lack of transparency from the provincial agency - now the Solicitor General - mostly in charge. The bottom line? The public is not properly protected for a serious nuclear emergency. Period. Not even remotely.

[3] [CNSC Staff CMD \(Commission Member Document\) 20-H2](#) in the Executive Summary, first paragraph (page 8).

[4] [The IAEA](#) both *promotes* and *regulates* nuclear energy. Ponder that for a moment. How can an agency that *promotes* nuclear energy also *regulate* it? Read [this](#) for more background on the 1959 deal. For additional relevant information about WHO's failures to monitor global health, listen to [this podcast](#). Also, check out [this 2009 Guardian article](#).

[5] An example of health-related information that is not widely shared: Chronic low-dose exposures to toxins, including radionuclides, has long been known to have the potential to cause *more* harm than sudden one-time high exposures. The nuclear industry never speaks about this ... rather ironic, considering it was a nuclear scientist who discovered it!, nor does the "regulator," nor does the "health" establishment. These chronic low-dose exposures are relevant in the consideration of health risks both to workers at BWXT, and to community members (*especially fetuses and young children*) living near nuclear facilities (*such as BWXT in Toronto and Peterborough*), & breathing in nano-particles of uranium dust. It must also be remembered that such exposures (*for all who encounter them*) are *cumulative*. They add up over time. They don't just "go away." Note: The "[Petkau Effect](#)" regarding the special danger of low-doses was actually discovered by the nuclear industry, in 1972. Additional information about low-dose exposures [here](#).

[6] <http://www.nuclearsafety.gc.ca/eng/the-commission/hearings/cmd/pdf/CMD18/CMD20-H2-1.pdf>, page 30.

[7] "As such, while DRLs may be only a technically hypothetical threshold, they constitute a legally significant one that has been set far too high to ensure adequate accountability of CNSC staff and BWXT." <http://www.nuclearsafety.gc.ca/eng/the-commission/hearings/cmd/pdf/CMD20/CMD20-H2-108.pdf> (page 17)

[8] See [Submission from Swim Drink Fish Canada/Lake Ontario Waterkeeper](#), pages 17-18.

[9] [BWXT Submission](#), page 42.

[10] [CNSC Staff CMD](#), page 64.

[11] See page 12 of the [CNSC Compliance Inspection Report](#). This is never articulated in the Staff CMD that is online. Only, as far as I can see, in this report, which one must somehow know to request. See also Item # 10 & footnote 14.

[12] See [this submission](#) regarding BWXT's reporting of its activities during this licensing period. Page 16.

[13] [BWXT submission](#). [CNSC Staff CMD](#).

[14] [This submission](#) (my own) focuses on the emergency planning aspect of the BWXT application. I requested the [CNSC Compliance Inspection Report](#), knowing from past experience that a post-inspection report must exist. You can request the Compliance Report by writing to <cncs.interventions.ccsn@canada.ca> Or read it [here](#).

[15] [CNSC Staff CMD](#), page 63.

## 2016

[Close Pickering Campaign in High Gear! Greenpeace weighs in...](#)  
Nov 23, 2016

[Nukes: 'Perfect Storm' A-Brewing?](#)  
Oct 14, 2016

[Provincial Growth Plan & Nuclear Plans on Collision Course](#)  
Sep 29, 2016

[Close Pickering!](#)  
Jun 7, 2016

[Chernobyl: 30 years. The ongoing disaster: tons of links!](#)  
Apr 21, 2016

[Three Mile Island. 37 Years. What have we learned??](#)  
Mar 28, 2016

[Fukushima: 5 years In. What Have We \(Not\) Learned?](#)  
Mar 10, 2016

[Fukushima: 5 years. 3 Documentary Showings](#)  
Feb 25, 2016

[16] One is obliged to send FOIs, or freedom of information requests, to Toronto Fire Services to obtain reports on significant incidents at BWXT. When a government agency insists you go through a difficult bureaucratic maze to obtain information, it becomes clear that someone *does not really want you to have the information. For some reason. One is then obliged to ask, why does this agency not want the public to have this information. What are they hiding?*

[17] This report is not available online with the other licensing documents. It must be requested from CNSC by writing to <cncs.interventions.ccsn@canada.ca> You can read it [here](#).

[18] <https://bit.ly/395iqiQ> (Available in full on [this Facebook page](#))



## Why We Cannot Trust the CNSC

- CNSC never turns down a licence request – hearings are really just for show. Read it, [right from the horse's mouth](#).
- CNSC has long been perceived as a "lapdog, [not a watchdog](#)" (*original Greenpeace item no longer available*).
- "The CNSC is widely perceived to be a "captured regulator" that promotes projects it is tasked with regulating. This was noted by the Expert Panel on Reform of Environmental Assessment in its April 2017 report "Building Common Ground"[\[1\]](#)
- The "regulatory capture" of nuclear regulators (& *collusion among "regulators" and governments/bureaucracies*) is a [global](#) phenomenon: **Nuclear "Regulatory Capture" — A Global Pattern** [\[2\]](#)
- "There has not existed the slightest shred of meaningful evidence that the entire intervention process in nuclear energy is anything more than the most callous of charades and frauds." – Dr. John Gofman, M.D., Ph.D. in "[Irrevelant](#)" – **An Irreverent, Illustrated View of Nuclear Power**[\[3\]](#)
- CNSC seriously lacks credibility when speaking about matters of nuclear safety. One outstanding example: Asked about the safety of CANDU reactors & the likelihood of an accident at the Pickering Hold Point Hearing (2014), a CNSC senior staffer replies:
 

"... we can say the risk is zero, because there was never a significant accident in the CANDU fleet."[\[4\]](#) *Risk = zero because no disaster has happened yet? This is the science of probability??*
- SSI tritium facility in Peterborough: Took CNSC 20 years to discover soil contamination. 18 years to uncover undetected inaccurate data reports from SSI. Sudden shutdown in 2013 before licensing hearing (CNSC staff had recommended in favour of the licence). Item [here](#) has some good info about SSI.
- In 2018, for the Pickering relicensing hearing, Durham Nuclear Awareness (DNA) attached a disclaimer to our intervention indicating our lack of faith in the CNSC's independence and process. See the disclaimer [here](#).

## 2016: CNSC takes multiple serious hits to its credibility

### 2015

[Darlington Hearing: ROBUST public response!](#)

Nov 30, 2015

[Durham Region asks Province to open up & to evaluate expanding nuclear evacuation zones](#)

Nov 10, 2015

[KI: Truth or Lies?](#)

Oct 17, 2015

[Darlington Hearing: Weigh in ... & watch!](#)

Sep 22, 2015

[Severe Accident Study? Oops. Not really!](#)

Sep 21, 2015

[It can't happen here! / Severe Accident Study? / It's the Planning Basis, Stupid!](#)

Sep 16, 2015

[Darlington / DNA Event / Severe Accident Study \(Not\)](#)

Sep 10, 2015

[Nuclear Refurbishment: Did You Know?](#)

Aug 31, 2015

[Environment groups urge release of disaster scenarios report](#)

Aug 20, 2015

[Fukushima: What Really Happened?](#)

Aug 12, 2015

[Nuclear Safety? High profile former supporters now campaign against](#)

Aug 4, 2015

[Nuclear Health? Pssst... Well-kept secret deal](#)

Jul 23, 2015

[Bruce Hearing: Emergency Planning -- Notable](#)

Jun 21, 2015

[Chernobyl: 29 years](#)

Apr 26, 2015

[Bruce Hearing: Relevant links](#)

Apr 22, 2015

[Three Mile Island: March 28, 1979](#)

Mar 27, 2015

- In March 2016 a coalition of 10+ NGOs writes to the Prime Minister to call for “a review of the Nuclear Safety & Control Act, alleging that “Modernization of the NSCA is urgently needed in light of the lack of institutional independence on the part of Canadian Nuclear Safety Commission (CNSC) and lessons learned from the Fukushima disaster.”<sup>[5]</sup>
- CNSC whistleblowers reveal serious deficiencies in CNSC tribunal decision-making. From the posting [‘Nukes. ‘Perfect Storm’ A-Brewing?’](#)

“CNSC “specialists” submitted an anonymous letter, [undated, in May or June 2016] to the President of the CNSC (Michael Binder – appointed in 2008 – after its previous head, Linda Keen, was fired) alleging **“Our primary concern is that CNSC commissioners do not receive sufficient information to make balanced judgments.”** And, **“because insufficient information is made available, other branches of government cannot make informed decisions.** For example, the government of Ontario cannot make a good decision about financing the refurbishment of Darlington without knowing all the facts.” Going on to cite several specific cases where tribunal members rendered decisions based on incomplete information; for example, allowing Ontario Power Generation (OPG) & CNSC staff to use out-of-date seismic risk data in a Darlington hearing. The letter is [here](#).

There is also a short description [here](#) of a textbook case of CNSC tribunal members not being given full information regarding a situation at the Chalk River facility. (It’s embedded in the October 2016 posting [‘Nukes. ‘Perfect Storm’ A-Brewing?’](#))

- Fall 2016 – Canada’s Federal Auditor General publishes a scathing report on CNSC & its inspection of nuclear plants<sup>[6]</sup>

**Globe & Mail: Nuclear-safety agency not adequately inspecting power plants, watchdog says.** *“The federal agency charged with ensuring the safety of Canada’s nuclear power plants is unable to prove that it is inspecting those facilities often or thoroughly enough or that it has the number of staff required to do the job, says a new report by the Commissioner of the Environment and Sustainable Development.”*

*“The audit found that 75 per cent of inspections carried out by the CNSC were done by an inspector who was not following an approved guide.*

*“It’s a bit like an airline pilot who doesn’t go through his check list before taking off,” said the commissioner. “That means that the commission can’t tell us, and show us, that they are covering in their site inspections all of their requirements.”<sup>[7]</sup>*

## Always &/or In This Case Specifically:

- CNSC always seems to be an active [advocate](#) for the nuclear proponent (in this case, BWXT), not a real *watchdog*.
- CNSC receives about two-thirds of its funding from industry. The phrase “You don’t bite the hand that feeds you” springs to mind.
- Overall lack of scientific rigour & language that underwhelms is [always](#) a feature of CNSC hearing documents (e.g. phrases such as: *low, very low, acceptable, adequate, satisfactory, etc.*)
- Derived Release Limits (DRLs): already covered above in **12 Things**.
- Minor but telling: photo used in Staff CMD is obviously an old, not recent, photo <sup>[8]</sup>
- Inconsistencies between BWXT & CNSC: BWXT under-reports incidents: also covered above in **12 Things**.
- **CNSC Compliance Inspection Report** – key report, but not online with other reports; must be requested from <cnscc.interventions.ccsn@canada.ca>
- **CNSC Compliance Inspection Report** – CNSC makes recommendations, then states there is no requirement for BWXT to adopt them!
- Describes significant issues with a variety of enforcement actions, then goes on to say blandly (and very unconvincingly) “All is well.”<sup>[9]</sup>

## 2014

[Municipal Candidates Overwhelmingly Favour World-Class Nuclear Emergency Planning for Durham Region](#)  
Oct 15, 2014

[ELECTION 2014: 209 Municipal Candidates Surveyed](#)  
Oct 10, 2014

[KI Motion - Sept. 17/14](#)  
Oct 3, 2014

[News Items: Councillor says pre-distribution could prevent ‘chaos’ during emergency](#)  
Sep 24, 2014

[KI Motion Passes](#)  
Sep 18, 2014

[Nuclear Hotseat: great resource!](#)  
Sep 10, 2014

[Quotes Related to Nuclear Emergency Planning/Fukushima accident](#)  
Sep 4, 2014

[Nuclear Emergency Planning: Did You Know?](#)  
Aug 28, 2014

[2 News Articles -- KI pre-distribution issue](#)  
Aug 25, 2014

[DNA Presentation to Durham Regional Council - June 25th](#)  
Aug 2, 2014

[3 Editorials from Reactor Community Newspapers](#)  
Jul 8, 2014

[Emergency Planning: DNA Letter to Durham Regional Council](#)  
May 30, 2014

[Emergency Planning in Durham Region: Media Summary](#)  
May 29, 2014

[Pickering Relicensing Hearing: 7 Key Submissions](#)  
May 18, 2014

[May 7th Pickering Relicensing Hearing: details](#)  
May 5, 2014

[DNA Supplementary](#)

- Most ratings of BWXT in Staff CMD (*Commission Member Document*) are assessed at Satisfactory – not Fully Satisfactory. Very unreassuring!

## *P.S. How the Events of 2016 Are Utterly Relevant to This Hearing (scroll down below the footnotes for this added section)*

[1] <https://www.canada.ca/content/dam/themes/environment/conservation/environmental-reviews/building-common-ground/building-common-ground.pdf> (page 49)

[2] “The conclusion of a report of a Japanese parliamentary panel issued last week that the Fukushima Daiichi nuclear power plant disaster was rooted in government-industry “collusion” and thus was “man-made” is mirrored throughout the world. The “regulatory capture” cited by the panel is the pattern among nuclear agencies right up to the International Atomic Energy Agency.” [Source](#).

[3] Dr. Gofman helped isolate the first milligram of plutonium for the Manhattan Project. When he later came to realize the damaging effects of radiation on health, he became a fierce, vocal foe of nuclear energy. Great article on him [here](#).

[4] The [Pickering Hold Point transcript](#), page 132

[5] Letter [here](#).

[6] Office of the Auditor General of Canada 2016 Fall Reports of the Commissioner of the Environment and Sustainable Development Report 1—Inspection of Nuclear Power Plants—Canadian Nuclear Safety Commission, [here](#).

[7] [Globe and Mail](#); CBC: [Nuclear power plant safety inspections hit and miss, watchdog says](#)

[8] [CNSC Staff CMD](#), pg. 12

[9] [CNSC Staff CMD](#), pages 63-64.

## *P.S. How the Events of 2016 Are Utterly Relevant to This Hearing*

*\*\* If I even need to say all this, which quite possibly I don't... Just offering to connect the dots here.*

To learn that the CNSC tribunal (or commission) members are not given all the relevant facts, yet are charged with making the big decisions on all of the country's nuclear facilities, well ... need we really say any more??

And,

In reading [the BWXT submission](#), & learning that a number of events – incidents – “unplanned events” – occurred, which led to additional CNSC inspections and “exercises” with Toronto Fire Services & Toronto Paramedic Services [See *BWXT Submission*, pg. 42],

Yet all the while knowing that CNSC does not exactly have the greatest reputation for its inspections, hmmm? See above, & this quote also...

“Her report said the CNSC could not demonstrate that its inspection plans included the appropriate number and types of inspections, or that it had the staff needed to verify that nuclear power plants were complying with requirements.

### 2013

[DGR Hearing: DNA Presentation \(Sept. 24/13\)](#)  
Oct 16, 2013

[40 Good Years & One Bad Day](#)  
Aug 5, 2013

[DNA Submission to CNSC on Pickering Relicensing Plans](#)  
May 21, 2013

[Pickering Hearing - May 29/30/31](#)  
May 9, 2013

[Pickering Hearing Information](#)  
Apr 27, 2013

[Learn More about Pickering! \(# 2\)](#)  
Apr 15, 2013

[Learn More About Pickering! \(# 1\)](#)  
Apr 15, 2013

She said there were errors and incomplete information in the database, recording inspections had been done when they had not been done, and in other cases showing inspections as incomplete when they had in fact been completed.

Nuclear power plant safety inspections hit and miss, watchdog says" *CBC News Item* [here](#).

& knowing that there are inconsistencies in reporting of "unplanned" events between BWXT & CNSC, as described here:

"A number of reportable (unplanned) events have occurred at BWXT during its current licence period.<sup>11</sup> BWXT's licence application document cites 6 events, while the CNSC document cites 22 events. This discrepancy makes it awkward for a member of the public to track such events and even try to figure out why there is this glaring difference. For example: the CNSC provides the following table for the number of events that have occurred during the years 2011-2019." [See submission [here](#), on pg. 15 of the pdf; pg. 9 of the original submission]

And that a great deal is not explained by BWXT in its submissions (*details of the "unplanned events" are not only not full or accurate, what is supplied is scant, to say the very least*)

And also knowing (*as laid out in [this submission](#)*), that the "unplanned events" that occurred in 2016, as laid out by the CNSC Staff:

**"In March 2017, CNSC staff issued eight enforcement actions of non-compliance** to BWXT related to the effectiveness and implementation of the Toronto facility emergency response program. The enforcement actions were based on CNSC staff observations from a major exercise conducted at the Toronto facility in conjunction with Toronto Fire Services (TFS). Corrective actions identified during this compliance inspection included a need for a formalized mutual aid agreement with TFS; improved incident command functioning and integration with TFS; and a review of BWXT emergency response organization staffing, facilities and equipment to ensure that they are adequate to support an emergency response at the Toronto location." [[Source](#), Pg. 63]

dragged on & on (& on), such that it becomes clear (*again, in [this submission](#)*) that whatever it was that happened in 2016 (*which btw is never explained*) led to "enforcement actions" in 2017 & ultimately (see *again in CNSC CMD above*) an exercise in September 2018...

which led to a final report in early 2019 (*said report not being online with relevant reports for this hearing; one has to be quite curious as to why this should be so*)

& then one finds (*in said unavailable report*), the suggestion that [a "catastrophic incident" is possible](#)

And that CNSC makes a (very broad) recommendation to the licensee

**BWXT-2018-04-R1:** BWXT should review recommendations from its full report and implement self-identified improvements to its emergency preparedness program. [*This from the [CNSC Compliance Inspection Report](#) dated January 25, 2018 which not online with other relevant reports for this hearing*]

& then goes on to say

"Recommendations are not required to be implemented." [*Appendix A of **CNSC Compliance Inspection Report**, Pg. 12*]

Well. I rest my case. We're dizzy, we're confused, we're bamboozled – incredulous, even!

We feel sure we've gone down a rabbit hole! And not a pretty one, either.

## *Does all this inspire your trust in either BWXT, or in Canada's nuclear “regulator?”*

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 [Why We Cannot Trust The CNSC](#), [BWXT In Toronto](#), [BWXT](#)

 [Blog](#)

[False Alarm!](#) 

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2. National and International Examples of Nuclear Fuel Fabrication Facilities in Close Proximity to Public Residences



Canadian Nuclear  
Safety Commission

Commission canadienne  
de sûreté nucléaire

**MEMORANDUM**

**NOTE DE  
SERVICE**

**To**

Marc Leblanc

Commission Secretary

c.c.: Ramzi Jammal

**A**

**From**

Haidy Tadros,

Director General

Directorate of Nuclear Fuel Cycle and Facilities  
Regulation

Security Classification – Classification de  
sécurité

UNCLASSIFIED

Our File – Notre référence

2.02

Your File – Votre référence

e-Doc 6252527

Date

March 5, 2020

Tel. No. – N° de  
tél.

(613) 943-8948

**Subject  
Objet**

**National and International Examples of Nuclear Fuel Fabrication Facilities in Close  
Proximity to Public Residences**

## **Introduction**

On 2 March 2020, during the Commission public proceedings on BWXT Nuclear Energy Canada, Inc. (BWXT) licence renewal hearing, CNSC staff advised the Commission that the location of a nuclear fuel fabrication facility within a highly populated area, as is the case with BWXT facilities in Toronto and Peterborough, is not unique to Canada. At the request of the Commission, this memorandum provides national and international examples of nuclear fabrication facilities that are situated in close proximity to residences or within/adjacent to large urban centres.

## Discussion

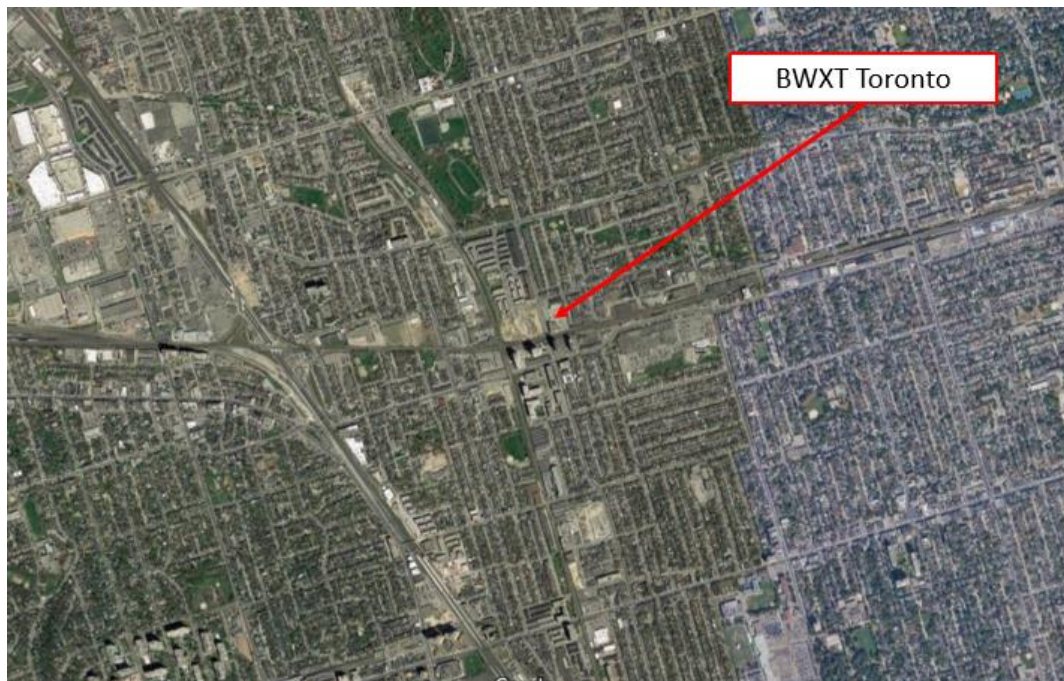
The BWXT facility locations in Peterborough and Toronto, Ontario are not unique in their proximity to members of the public and residential areas. During the March 2nd Commission proceedings on the BWXT licence renewal, CNSC staff referred to firsthand experience from international visits, identifying fuel fabrication facilities in China, South Korea, and Japan as examples of facilities situated in urban areas. Precise location information and aerial imagery are not readily available for the Chinese fuel fabrication facility and therefore is not included amongst the examples below.

The following aerial pictures and corresponding details of national and international fuel fabrication facilities are provided for the Commission's information.

### Toronto, Ontario - BWXT

The BWXT Toronto facility is located in west-central Toronto in a mixed industrial, commercial and residential community. The facility is currently licenced to produce natural and depleted uranium dioxide (UO<sub>2</sub>) pellets.

Public residences are located immediately adjacent to the facility, separated by a city road on the north and east sides, and by railway lines on the south side. A population of approximately 583,500 is estimated<sup>1</sup> to live within a 5km radius of the facility.



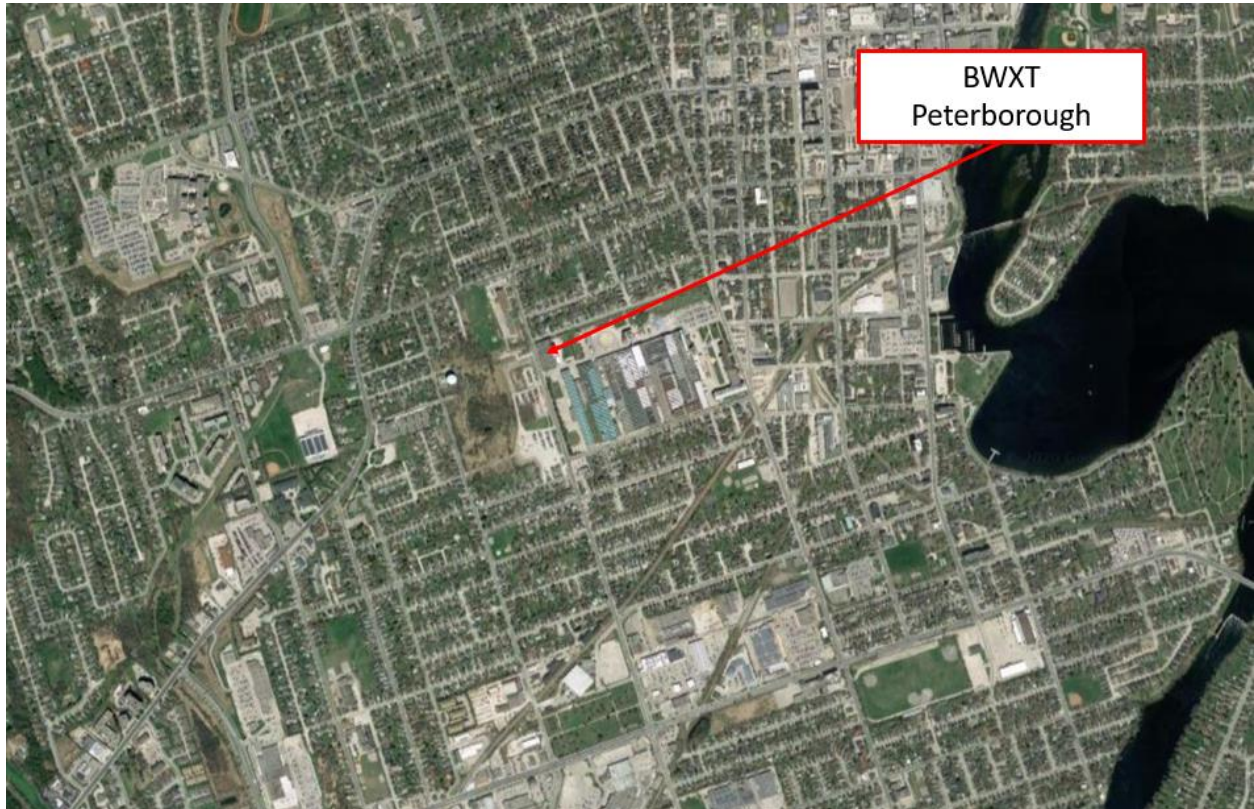
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<sup>1</sup> Estimates were carried out using NASA's Socioeconomic Data and Application Center (SEDAC) web-based tool which provides population estimates for a defined radius (5km minimum). Available online at <https://sedac.ciesin.columbia.edu/mapping/popest/gpw-v4/>

### Peterborough, Ontario – BWXT

The BWXT Peterborough facility is located in central Peterborough in a primarily residential community. The facility is currently licenced to produce fuel bundles, using natural uranium dioxide (UO<sub>2</sub>) pellets. BWXT is seeking authorization to conduct pellet production at the Peterborough facility in the next licence period.

Public residences are located immediately adjacent to the facility, separated by a city road on the north and south sides. According to 2016 census information, the population of Peterborough, Ontario is 82,094.



### Port Hope, Ontario - Cameco Fuel Manufacturing

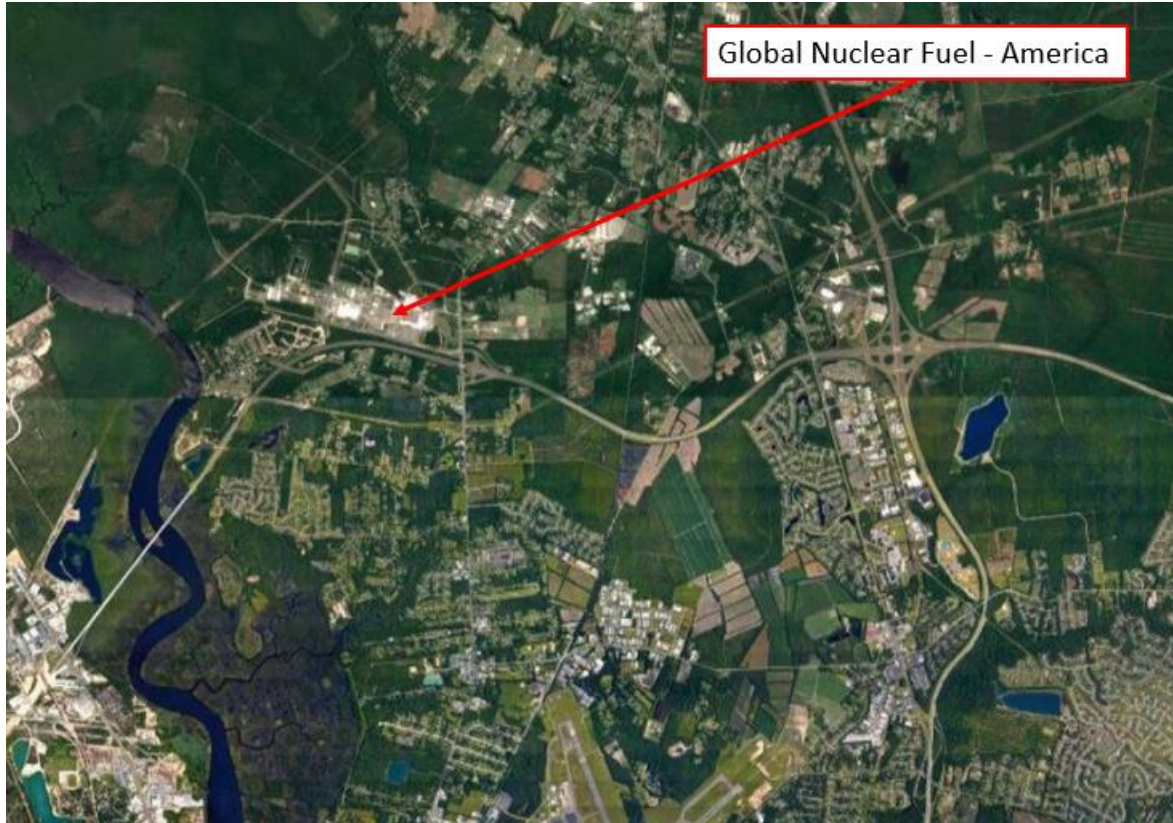
Canada's only other nuclear fuel fabrication facility is the Cameco Fuel Manufacturing facility located on the Eastern edge of Port Hope, Ontario. The facility currently produces fuel pellets from natural uranium dioxide ( $\text{UO}_2$ ), and is also authorized to process and store depleted and enriched  $\text{UO}_2$ .

The closest residences are located immediately west of the facility, with three properties backing on to the western facility fenceline. According to 2016 census information, the population of Port Hope, Ontario is 12,587.



## Wilmington, North Carolina - Global Nuclear Fuels – Americas<sup>2</sup>

Global Nuclear Fuels – Americas operates a fuel fabrication facility located 10km north of Wilmington, North Carolina. The facility manufactures fuel from enriched uranium to be used for light water reactors. The lands surrounding the facility are not densely populated, but several public residences are located within a few hundred metres of the facility fenceline. A population of approximately 13,600 is estimated<sup>1</sup> to live within a 5km radius of the facility.



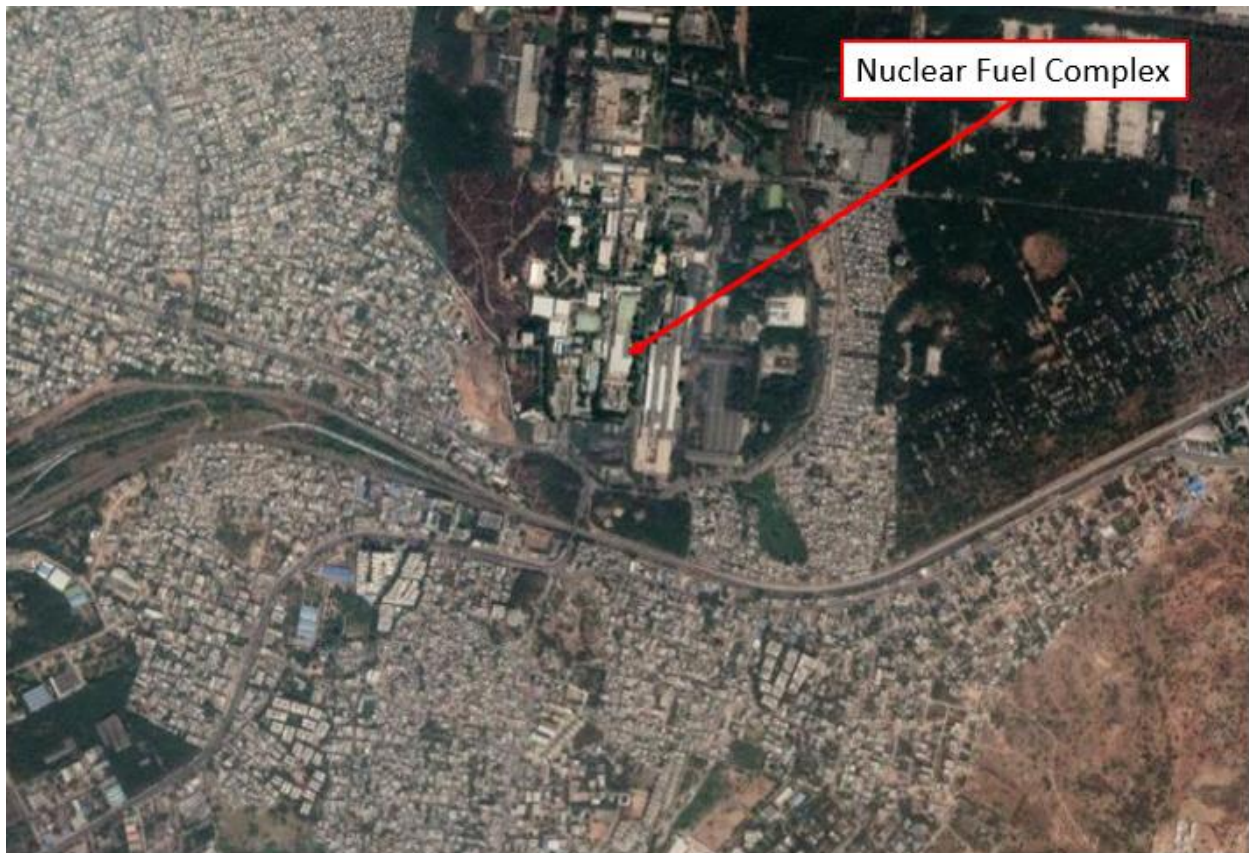
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<sup>2</sup> CNSC staff visited the Wilmington, NC fuel fabrication facility in March, 2013 to review implementation of peer regulatory requirements for an integrated safety analysis in preparation for the development of REGDOC 2.4.4. *Safety Analysis for Class IB Facilities*, which will soon be available for public consultation. The facility is also referenced by an intervenor in CMD 20-H2.121.

### Hyderabad, India - Hyderabad Nuclear Fuel Complex

The Indian government's department of Atomic Energy owns the Nuclear Fuel Complex (NFC), which is located in North-East Hyderabad. There are several nuclear facilities within the NFC, including facilities for uranium refining and conversion, and fuel fabrication facilities for natural and enriched fuels.

Based on aerial imagery, public residences are located within 100m of the NFC. A population of approximately 454,900 is estimated<sup>1</sup> to live within a 5km radius of the facility. According to 2011 census information, the population of the city of Hyderabad, India is 6.7 million.



Yakosuka, Japan - Global Nuclear Fuel – Japan Company Ltd.

Global Nuclear Fuel – Japan is located in south central Yokosuka, Kanagawa, Japan. The facility produces enriched  $\text{UO}_2$  fuel for Japan's light water reactors.

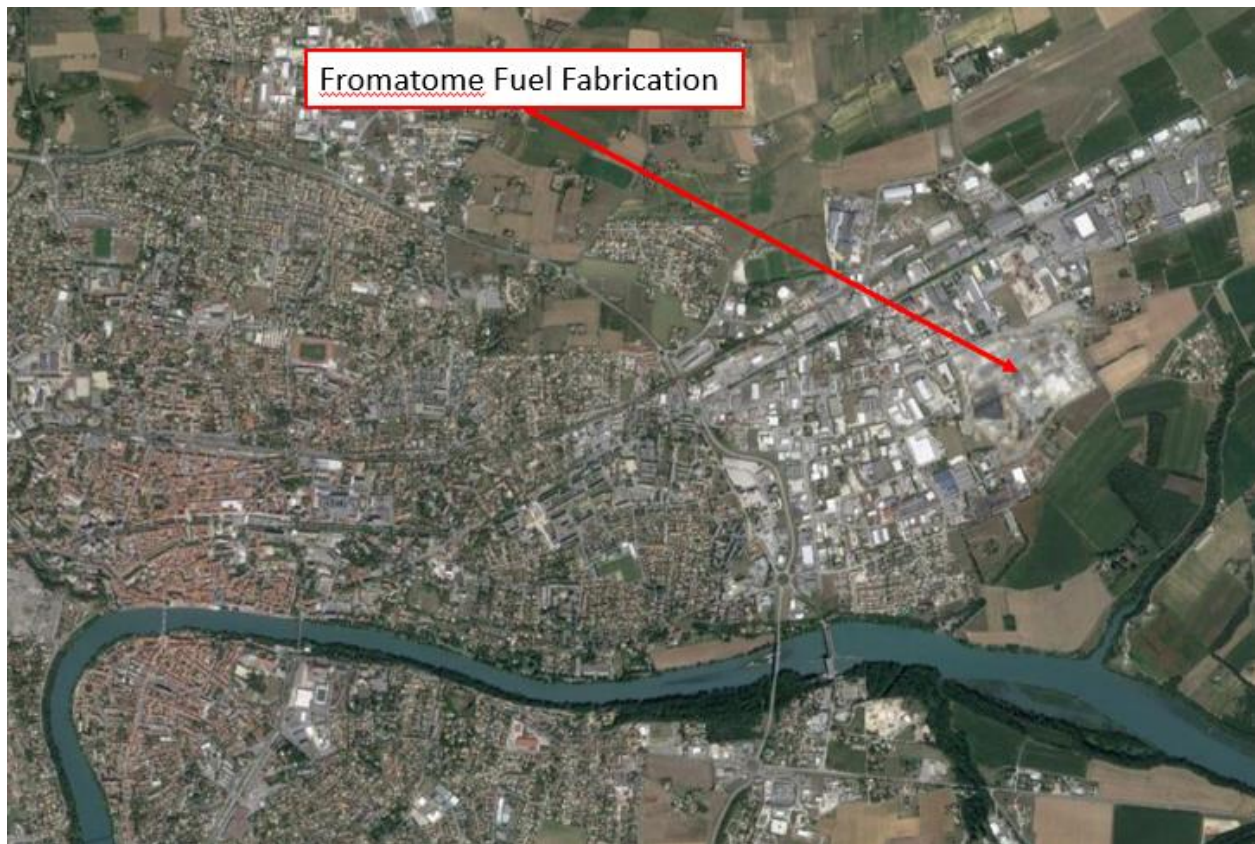
Based on aerial imagery, public residences are located within 100m of the facility. A population of approximately 231,100 is estimated<sup>1</sup> to live within a 5km radius of the facility. According to 2015 census information, the population of the city of Yokosuka, Japan is 406,586.



### Romans-Sur-Isère, France – Fromatome Fuel Fabrication

Fromatome's fuel fabrication facility is located on the eastern edge of the city of Romans-Sur-Isère. The facility converts enriched uranium hexafluoride ( $\text{UF}_6$ ) to  $\text{UO}_2$  powder, which it uses to create fuel assemblies for power reactors. Fuel assemblies are also fabricated from enriched uranium metal for use in research reactors.

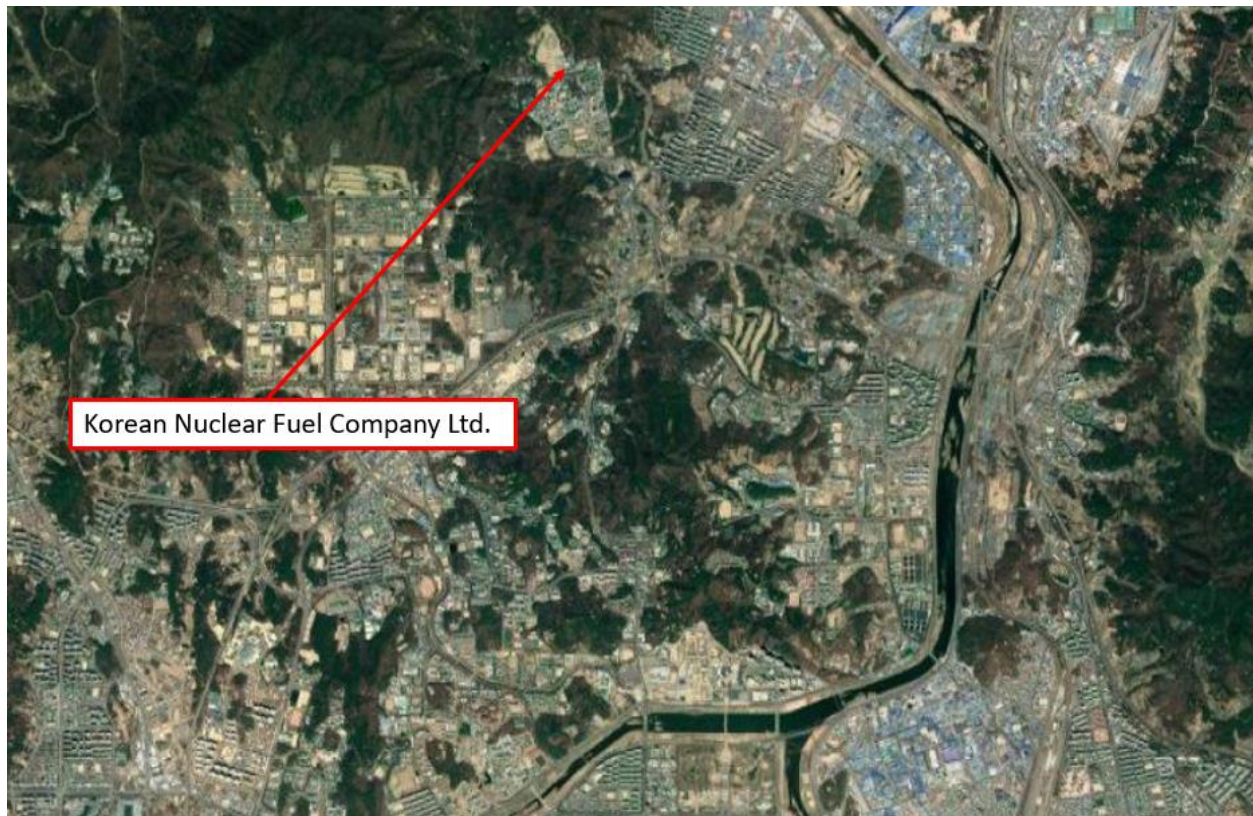
The Fromatome facility is situated in a primarily industrial area. Based on aerial imagery, the nearest public residences are located approximately 500m from the facility. A population of approximately 31,100 is estimated<sup>1</sup> to live within a 5km radius of the facility.



Daejeon, South Korea – Korean Nuclear Fuel Company Ltd.

The Korean Nuclear Fuel Company's fuel fabrication facility is located in northern Daejeon. The facility manufactures nuclear fuel from natural and enriched  $\text{UO}_2$ .

The facility is located within an industrial complex with no public residences immediately adjacent. Based on aerial imagery, the closest public residences are located approximately 1km from the facility. A population of approximately 189,500 is estimated<sup>1</sup> to live within a 5km radius of the facility. According to 2014 census information, the population of Daejeon, South Korea is approximately 1.5 million.



### 3. BWXT Nuclear Energy Canada Inc. and the Charter of Rights and Freedoms



To Marc Leblanc  
Commission Secretary

c.c.: Ramzi Jammal

A

From Haidy Tadros,  
Director General  
Directorate of Nuclear Fuel Cycle and Facilities  
Regulation

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Security Classification – Classification de sécurité	
UNCLASSIFIED	
Our File – Notre référence	
2.02	
Your File – Votre référence	
e-Doc 6253497	
Date	Tel. No. – N° de tél.
March 6, 2020	(613) 943-8948

Subject **BWXT Nuclear Energy Canada Inc. and the Charter of Rights and Freedoms**  
Objet

## Introduction

On 5 March 2020, during the public commission proceedings on BWXT Nuclear Energy Canada, Inc. (BWXT) licence renewal hearing, an intervenor, Ms. Dana Jordan (CMD 20-H2.120 and CMD 20-H2.120.A), commented that uncertain safety violates the *Canadian Charter of Rights and Freedoms*, s 7, Part 1 of the *Constitution Act*, 1982 or the *Occupational Health and Safety Act*, 1990.

## Discussion

The information provided pertains to the question raised by the Commission as to whether the “negative health effects” associated with BWXT’s activities as authorized by the CNSC could be the basis for a challenge under the *Canadian Charter of Rights and Freedom*? The question then becomes, would the granting of a licence in fact infringe upon an individual’s right to “life liberty and security of the person, and the right not to be deprived thereof except in accordance with the principles of fundamental justice.” The Commission itself is the expert body mandated by Parliament to determine and assess the impacts of nuclear substances and regulate in a manner that prevent unreasonable risks to the health and safety of persons. (Section 9 of the *Nuclear Safety and Control Act* (NSCA) to “prevent unreasonable risk... to the health and safety of persons, associated with [the] development, production, possession or use” of nuclear substances.)

In addition, there can be no actual Charter infringement determination without any evidentiary basis: an assertion of a potential infringement must be supported by evidence. The intervenor raising the section 7 of the *Canadian Charter of Rights and Freedom* challenge has not provided any evidence to support it. The Commission’s decisions, whether constitutional, legal, or factual need to be based on evidence and appropriate due process. If someone claims that a Commission decision infringes upon their right to life,

liberty and security of the person, and does not support this claim with evidence, the Commission has no basis upon which to decide this.

While the courts have found that section 7 of the Charter could extend to individual health, under the present circumstances, the intervenor has not provided any evidence that the Commission could use to determine whether a breach of s. 7 has occurred.

CNSC inspectors are empowered through the NSCA to take actions when needed to ensure safety of the workers, the public and the environment. The NSCA Section 35 (1) gives the inspector the power to order a licensee to take any measure that the inspector considers necessary to protect the environment or the health or safety of persons or to maintain national security or compliance with international obligations to which Canada has agreed. Safety is our first priority and if safety was a concern at the BWXT facility CNSC staff would take action.

#### 4. Contaminated Land Liability



To Marc Leblanc  
Commission Secretary

c.c.: Ramzi Jammal

A

From Haidy Tadros,  
Director General  
Directorate of Nuclear Fuel Cycle and Facilities  
Regulation

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Security Classification – Classification de sécurité	
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Date	Tel. No. – N° de tél.
March 6, 2020	(613) 943-8948

Subject Contaminated Land Liability  
Objet

## Introduction

On 5 March 2020, during the public commission proceedings on BWXT Nuclear Energy Canada, Inc. (BWXT) licence renewal hearing, the President, following an exchange with an intervenor, posed a question to CNSC staff regarding the authority of the Commission to deal with land contamination in the context where the licensee is no longer in existence. As stated by the President - “Scenario - BWXT no longer present, it is 30 years later and contamination is detected off-site of the facility –who is liable for cleanup?”

## Discussion

It is important to reiterate that the CNSC is a safety based regulator. The objects of the Commission as outlined in section 9 of the *Nuclear Safety and Control Act* (NSCA) outlines the safety framework that the Commission applies when exercising its regulatory functions: the Commission regulates the development, production and use of nuclear energy (...) in order to prevent unreasonable risk, to the environment and to the health and safety of persons. The same principles apply in the licensing process and the pre-requisite conditions for the issuance of a licence as stated in section 24 of the NSCA. The CNSC applies the safety principles throughout the lifecycle of the licensed activity from the initial authorization up to and including decommissioning.

With regard specifically to the authority to deal with contamination and contaminated lands, the NSCA provides statutory powers giving the Commission the authority to intervene and take action in a situation as described in the scenario where a licensee is no longer involved.

Subsection 30(3) gives an inspector the authority to inspect a place in which the inspector believes on reasonable grounds that there is contamination by a nuclear substance and can pursuant to 35(2) issue an

order directing any person (doesn't have to be a licensee) to "take any measures that the inspector considers necessary to decontaminate the place (...). An order issued to a non-licensee would then be submitted to the Commission for review and the Commission will confirm, amend, revoke or replace the order.

Section 41 of the NSCA further stipulates that every person named in an order (from Commission, designated officer or inspector) shall comply with the order "within the time specified or if no time is specified, immediately." As a general rule, the order would be issued against the owner of the land at the time or the person in charge of the property at the time contamination is discovered.

Sections 45 and 46 of the NSCA stipulate that where a place is found to have contamination by radioactive nuclear substance, the Commission may conduct a public hearing and if the Commission, after conducting the hearing, is satisfied that there is contamination, the Commission may "order that the owner or occupant of, or any other person who has the management and control of, the affected land or place take the prescribed measures to reduce the level of contamination." In an emergency situation, the Commission could make an order necessary to protect the environment or health and safety of persons without conducting public hearing. (s.47)

With regard to the liability for costs associated with the directed actions, the CNSC has no authority to determine or attribute ultimate or determinative financial liability. Section 42 makes that clear. It gives authority to the Commission for immediate liability for the costs associated with the implementation of the order but is not a determination of liability nor does it restrict the owner's or person's right of recourse for indemnity from any other person in respect of the liability.

In the case of off-site contamination, the CNSC as the nuclear regulator would certainly be involved but as environmental protection is a shared federal-provincial responsibility other regulators at the federal and provincial levels might also be involved.

5. CNSC staff inspections conducted at BWXT Nuclear Energy Canada Inc. during the current licence term



**To** Marc Leblanc  
Commission Secretary  
  
c.c.: Ramzi Jammal

**A**

**From** Haidy Tadros,  
Director General  
Directorate of Nuclear Fuel Cycle and Facilities  
Regulation

**De**

Security Classification – Classification de  
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Our File – Notre référence

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Your File – Votre référence

e-Doc 6253504 Word  
e-Doc 6254476 PDF

Date

March 6, 2020

Tel. No. – N° de tél.

(613) 943-8948

**Subject** **CNSC staff inspections conducted at BWXT Nuclear Energy Canada Inc. during the**  
**Objet** **current licence term**

## Introduction

On 4 March 2020, during the Commission public proceedings on BWXT Nuclear Energy Canada, Inc. (BWXT) licence renewal hearing, an intervenor, Ms. Anna Tilman (CMD 20-H2.237 and CMD 20-H2.237A), requested additional information regarding CNSC inspections conducted during the current licence term.

## Discussion

CNSC inspectors perform Type I and Type II inspections and reactive inspections. Type I inspections are performed to verify licensee compliance with their programs, processes or practices. Type II inspections are performed to verify the results of the licensee processes and not the processes themselves. Reactive inspections can be triggered from desktop reviews, technical assessments, reported safety concerns, events or the occurrence of unplanned regulated activities.

CNSC staff have 10 year baseline compliance plans for fuel cycle facilities, including fuel fabrication facilities. These plans were updated in 2017 and for BWXT facilities the plan includes 26 planned inspections. As reported in CMD 20-H2.A, CNSC staff have conducted 30 inspections during the current licence term. Table 1 provides a summary of the number and types of inspections, as well as the enforcement actions. Table 2 outlines the specific Safety and Control Areas inspected at both the Peterborough and Toronto facilities from April 2010 to December 2019. All regulatory enforcement actions arising from inspections are tracked to completion in the CNSC's Regulatory Information Bank. Annual inspection results are summarized and presented to the Commission in Regulatory Oversight Reports.

**Table 1: Summary of CNSC Inspections at BWXT NEC (April 2010 to December 2019)**

Summary	Number
Inspections	30
• Type I	0
• Type II	28
• Type II - Reactive	2
Enforcement actions	130
• Closed	128
• Open	2

The two open actions are from a Security inspection in 2017. BWXT has implemented measures that are acceptable to CNSC staff and CNSC staff expect these actions to be closed by the end of 2020. BWXT continues to work with CNSC staff on ensuring that all regulatory requirements are met regarding security.

**Table 2: CNSC Inspections at BWXT NEC (April 2010 to December 2019)**

#	Year	SCA/Focus	Other SCAs/Notes	Enforcement Actions	Safety Significance	Open Actions
1	2010	Security		1	Low	0
2	2011	Radiation Protection	Environmental Protection	5	Medium	0
3		Packaging and Transport		2	Low	0
4	2012	General	Follow-up on previous inspections (Radiation Protection, Packaging and Transport)	0	N/A	N/A
5		Environmental Protection	Radiation Protection, Conventional Health and Safety, Public Information Program	7	Low	0
6	2013	Radiation Protection	Environmental Protection, Conventional Health and Safety	6	Low	0
7		Security		3	Low	0
8		Waste Management	Radiation Protection, Environmental Protection, Conventional Health and Safety	7	Low	0

#	Year	SCA/Focus	Other SCAs/Notes	Enforcement Actions	Safety Significance	Open Actions
9	2014	Human Performance Management	Fire Protection	11	Medium	0
10		Management System		15	Low	0
11		Public Information Program		5	Low	0
12	2015	General	Radiation Protection, Environmental Protection, Conventional Health and Safety	6	Low	0
13		Environmental Protection		7	Medium	0
14		Packaging and Transport		3	Low	0
15		Radiation Protection		6	Low	0
16	2016	General	Fire Protection, Conventional Health and Safety, Waste Management, Radiation Protection, Fitness for Service, Safety Analysis	5	Low	0
17		Radiation Protection - Reactive	Follow-up on previous Radiation Protection inspection	0	N/A	N/A
18		Emergency Management		8	Medium	0
19	2017	Security		9	Low	2
20		Management System		6	Low	0
21		Human Performance Management	Safety Culture	4	Low	0
22		Reactive -Beryllium Occupational Exposure Limit (OEL) exceedance event follow-up	Management System, Human Performance Management, Conventional Health and Safety	0	N/A	N/A
23		Waste Management		2	Low	0

#	Year	SCA/Focus	Other SCAs/Notes	Enforcement Actions	Safety Significance	Open Actions
24	<b>2018</b>	General	Operating Performance, Fitness for Service, Radiation Protection, Conventional Health & Safety, Packaging and Transport	1	Low	0
25		Fire Protection		4	Low	0
26		Environmental Protection		2	Low	0
27		Emergency Management	Follow-up on previous Emergency Management inspection	0	N/A	N/A
28	<b>2019</b>	General	Operating Performance, Physical Design, Radiation Protection, Conventional Health and Safety, Environmental Protection, Emergency Management and Fire Protection	2	Low	0
29		Management System	Beryllium Occupational Exposure Limit (OEL) exceedance event follow-up	3	Low	0
30		Radiation Protection		0	N/A	N/A