Memorandum of Understanding

between

The Office for Nuclear Regulation

and

The Environment Agency

on

Matters of Mutual Interest in England

Introduction

1. This Memorandum of Understanding (MoU) is between the Office for Nuclear Regulation (ONR) and the Environment Agency.
2. The MoU relates principally to the regulation of nuclear safety, security, safeguards, transport and environmental protection on nuclear licensed sites and other sites where both ONR and the Environment Agency have regulatory functions[[1]](#footnote-2).
3. It is supported by a Joint Data Controller Declaration (Appendix A).

Purpose and Objectives

1. In accordance with legislation, Government policy and international obligations, the goals of both ONR and the Environment Agency are together:
2. to deliver effective and efficient regulation of the nuclear industry in England, and ensure international safeguards obligations for the UK are met;
3. to maintain and improve standards of protection of people and the environment from the potential hazards from ionising radiations and other hazards; and
4. to ensure that radioactive wastes are appropriately managed in both the short and long term.
5. The purpose of this MoU is to provide the high-level framework for how the regulatory activities of ONR and the Environment Agency will be coordinated to achieve the above goals. Such coordination should improve the effectiveness with which public sector resources are deployed and avoid the difficulties which might otherwise arise.
6. To comply with the provisions of the Regulators’ Codeand to facilitate better regulation, working arrangements and shared objectives ensure that:
7. activities of the Environment Agency and ONR are proportionate, consistent, and coordinated;
8. early engagement with those we regulate is encouraged to minimise uncertainties and impact from potentially conflicting requirements;
9. synergies are exploited and the appropriate balance of precautions is achieved;
10. duplication of activity is minimised; and
11. public confidence in the regulatory system is maintained.

Legislative Environment

1. ONR is the UK regulator for nuclear and non-nuclear safety on nuclear licensed sites, civil nuclear security and safeguards. ONR also regulates the transport of radioactive materials on road, rail and inland water ways. ONR enforces a range of legislation including the Nuclear Installations Act 1965, the Health and Safety at Work etc Act 1974, the Nuclear Industries Security Regulations 2003 and the Nuclear Safeguards (EU Exit) Regulations 2019. The ONR mission is to protect society by securing safe nuclear operations.
2. The Environment Agency is a non-departmental public body set up to protect and improve the environment and make it a better place for people and wildlife. It is the regulatory body responsible for environmental protection on nuclear sites and in respect of radioactive material more generally across England. The Environment Agency enforces legislation including the Environmental Permitting (England and Wales) Regulations 2016.
3. ONR and the Environment Agency have separate regulatory purposes, with the exception of COMAH where both organisations enforce the regulations jointly as the COMAH Competent Authority. However, to successfully deliver the respective regulatory outcomes there is both a legislative and operational need for communication, consultation and joint working.

Working Arrangements

1. ONR and the Environment Agency will produce joint guidance as necessary to manage working arrangements in key areas where there are joint regulatory activities.
2. Working arrangements, both in general and those contained within joint guidance, are based on mutual trust and respect, and are guided by the following principles:
3. ONR and the Environment Agency continue to develop and maintain a co-operative working relationship and, in doing so, build structured interactions at all levels, including areas of strategy, work planning and programming, and operational regulation;
4. ONR and the Environment Agency continue to consult each other at the earliest opportunity, and with the fullest of information, during the process of formal regulatory decision making on matters that may affect the other taking full account of each other’s views;
5. ONR and the Environment Agency engage, as appropriate, in joint working and, where appropriate to do so, engage with other nuclear site regulators, site licensees/operators and other stakeholders;
6. ONR and the Environment Agency do nothing which inhibits ONR or the Environment Agency in the exercise of their respective statutory powers, functions and duties, (including taking enforcement action);
7. ONR and the Environment Agency establish mechanisms and methods of working together which facilitate dialogue and encourage better regulation;
8. ONR and the Environment Agency provide, in a timely manner, all such information requested by ONR or the Environment Agency in pursuance of ONR or the Environment Agency regulatory activities;
9. ONR and the Environment Agency act in accordance with and, over time, review and improve the operation of this MoU as a basis for the regulation of nuclear licensed sites;
10. ONR and the Environment Agency do not issue, vary or revoke any regulatory instruments within the scope of their own regulatory powers that may affect the other, without prior consultation with the other, taking full and meaningful account of the other’s regulatory locus;
11. Either the Environment Agency or ONR will, whenever possible, be identified as the body having the primary responsibility in relation to each of the regulatory interfaces under joint guidance; and
12. The body having the primary responsibility will be the normal contact point for the operator for all matters relevant to that particular interface. This will not, however, remove the requirement for those we regulate to obtain all necessary permits, licences or other consents required from the Environment Agency or ONR.

Provision of Services and Advice

1. ONR and the Environment Agency will provide advice to each other for the purpose aims of this MOU. Unless agreement is made to the contrary in writing, ONR and the Environment Agency will provide this advice at no cost.
2. Where allowed by relevant legislation, ONR and the Environment Agency may, by mutual agreement, enter into arrangements to pay for advice or services from the other.

Disclosure of Information

1. ONR and the Environment Agency will follow the requirements of the Energy Act 2013, the Environment Act 1995 and other relevant legislation with respect to the disclosure of information shared under this agreement.
2. ONR and the Environment Agency are subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. To encourage a consistent approach to disclosure, if either ONR or the Environment Agency is intending to disclose information relevant to the other, it shall make the other aware of its intention prior to disclosure.
3. As personal information is subject to Data Protection legislation there is a requirement for the parties to enter into a Joint Data Controller Declaration (Appendix A) to allow for the two-way transmission of this information.

Resolution of Disputes

1. ONR and the Environment Agency will, in the first instance, resolve any disputes at a working level, escalating to relevant managers as appropriate. In the rare occurrence where agreement is not possible at this level, the ONR Deputy Chief Nuclear Inspector /Executive Director of Regulation and the Environment Agency Deputy Director of Radioactive Substances & Installations Regulation will meet to resolve the issues with final escalation, if required, to the ONR Chief Executive / Chief Nuclear Inspector and Environment Agency Chief Executive.

Review of the Memorandum of Understanding

1. ONR and the Environment Agency will review this MoU not later than five years after it has been signed. It may be reviewed and amended earlier with agreement to reflect revised requirements or arrangements.

Termination

1. Either ONR or the Environment Agency may terminate this MoU giving two months’ notice in writing to the other party.

Status

1. The Parties agree that this MoU is not legally binding and does not establish any legally binding rights or obligations upon any or all of the Parties.
2. This MoU does not:
3. confer any rights on any third party;
4. limit, supersede or otherwise affect any Party’s normal operations in carrying out its statutory, regulatory or other duties;
5. limit or restrict any Party from participating in similar activities or arrangements with other entities; or
6. alter or take priority over any Party’s statutory duties, rights, or obligations, or fetter any Party’s discretion to act.
7. Nothing in this MoU:
8. creates or is intended to create a partnership or joint venture between the Parties;
9. constitutes one Party as the agent of another Party nor the employees, contractors or consultants of one Party as those of another Party;
10. gives any of the Parties authority to enter into any contract, warranty or representation as to any matter on behalf of the other Party;
11. causes any Party to be bound by the acts or conduct of the other Party.
12. This MoU, and any dispute arising out of it, or in connection with, (whether contractual or not) will be governed by the laws of England and Wales.

**Signed:**

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| Philip Duffy [wet signature] | Mark Foy [wet signature] |
| Philip Duffy, Chief Executive for the Environment Agency | Mark Foy, Chief Nuclear Inspector / Chief Executive for the Office for Nuclear Regulation |
| **Date:** 26 September 2024 | **Date:** 27 January 2025 |

Appendix A: GDPR Article 26 - Data Controller Declaration

Purpose

1. The purpose of this appendix is to explain the respective roles that ONR and the Environment Agency will play in managing the processing of personal data associated with effective regulation of matters of mutual interest in England. ONR and the Environment Agency are considered joint controllers of the data collected, as both parties (independently) determine the means and purpose of processing personal data as part of the functions defined in this broader MoU.

Data Protection

1. ONR and the Environment Agency will comply with all relevant provisions of the Data Protection Act 2018 (and the General Data Protection Regulation). ONR and the Environment Agency will act as joint data controllers, in respect of any personal data pursuant to this MoU; they will only process such personal data to the extent defined in the relevant regulatory framework.
2. Neither ONR nor the Environment Agency will transfer any personal data they are processing outside of the UK, unless appropriate legal safeguards are in place, such as Contract Clauses.
3. ONR and the Environment Agency will ensure that they have appropriate technical and organisational procedures in place to protect any personal data they are processing. This includes any unauthorised or unlawful processing, and against any accidental disclosure, loss, destruction or damage. ONR will promptly inform the Environment Agency, and vice versa, of any unauthorised or unlawful processing, accidental disclosure, loss, destruction or damage to any such personal data. Both parties will also take reasonable steps to ensure the suitability of their staff who have access to such personal data.

Specific Responsibilities

1. ONR has the following specific responsibilities:
2. Carrying out any required Data Protection Impact Assessment for any element of business or process change.
3. Following ONR Data Security Guidance to ensure that the necessary measures are taken to protect personal data.
4. Ensuring ONR staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.
5. Ensuring ONR staff have appropriate security clearance to handle personal information collected as part of these processes.
6. The secure transfer of personal data to the Environment Agency where necessary for the fulfilment of the Environment Agency regulatory functions.
7. Responding to Subject Rights Requests, in accordance with approved processes, when and where required.
8. Reporting any data breaches within ONR to the Data Protection Officer and the Information Commissioner’s Office (where appropriate).
9. Maintaining any Article 30 processing records for data held on ONR systems.
10. The Environment Agency has the following specific responsibilities:
11. Carrying out any required Data Protection Impact Assessment for any element of business or process change.
12. Following the Environment Agency Data Security Guidance to ensure that the necessary measures are taken to protect personal data.
13. Ensuring the Environment Agency staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.
14. Ensuring the Environment Agency staff have appropriate security clearance to handle personal information collected as part of these processes.
15. The secure transfer of personal data to ONR where necessary for the fulfilment of ONR’s regulatory functions.
16. Responding to Subject Rights Requests, in accordance with approved processes, when and where required.
17. Reporting any data breaches to the Data Protection Officer and the Information Commissioner’s Office (where appropriate).
18. Maintaining any Article 30 processing records for data held on the Environment Agency systems.

Individual Rights

1. GDPR specifies rights for individuals in regard to the processing of their data. These rights, and the process an individual should follow when making a request, are listed in both ONR and the Environment Agency privacy notices. Both parties should ensure they consult and comply fully with their respective data protection policies in the event of a Data Subject seeking to exercise any of their rights under data protection legislation.
2. In response to any Subject Rights Request, ONR and/or the Environment Agency will undertake a proportionate and reasonable search and respond within one month of the original request.

Data Breach

1. ONR is responsible for reporting any breach occurring within its authority to its Data Protection Officer and the ICO (where appropriate). ONR will also inform the Environment Agency of the breach if there is any direct impact on their staff or wider interest.
2. The Environment Agency is responsible for reporting any data breaches within its authority to its Data Protection Officer and the ICO (where appropriate), as well as to ONR if there is any direct impact on their staff or wider interests.
3. Any personal data breach, as defined by GDPR Article 4(12), that meets the relevant threshold criteria, as defined by GDPR Article 33(1), will be reported to the Information Commissioners’ Office (ICO) within 72 hours of notification. If necessary, the affected data subject(s) will be informed of the personal data breach, as defined by GDPR Article 34(1). The appropriate Data Protection Officer (see below) will be responsible for making the report, following consultation with their Chief Executive Officer (CEO).
4. If financial penalties are imposed by the Information Commissioner on a party in relation to any data processed under this agreement and if in the view of the Information Commissioner, one party is responsible for the imposition of those penalties, the party deemed responsible shall be responsible for the payment of the penalties imposed.
5. If the Information Commissioner expresses no view as to responsibility, then each party shall bear responsibility for half of the penalty imposed.
6. If either the Environment Agency or ONR are the defendant in a legal claim before a court of competent jurisdiction by a third party in respect of data processed under this agreement, then the party determined by the final decision of the court to be responsible for the damage shall be liable for the losses arising from such damage. Where both parties are liable, the liability will be apportioned between the parties in accordance with the decision of the court. If the court does not apportion liability between the parties, then each party shall bear responsibility for half of the penalty imposed, unless it can prove to the other party that it is not in any way responsible for the event giving rise to the damage.
7. The provisions of this clause do not prevent the parties coming to a mutual agreement as to the apportionment of financial responsibility for any losses, cost claims or expenses arising from the processing of data under this agreement.

Data Retention

1. ONR and the Environment Agency will retain only adequate, relevant and necessary personal data. Each party is responsible for ensuring appropriate technical and procedural functions are in place to ensure the secure and timely destruction of personal data in line with their respective organisational policies.

Information Disclosure

1. Either party to this MoU may receive a request for information from a member of the public or any other person under the various pieces of information disclosure legislation (UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (DPA)), Environmental Information Regulations 2004 (EIRs), the Freedom of Information Act 2000 (FOIA) etc.).
2. **For EIRs and FOIA requests only**- The party receiving any request for information is ultimately responsible for making the final decision on disclosure. All requests for information will be considered on a case-by-case basis, and all resulting disclosures must be lawful. The default position for both parties is to disclose unless one or more absolute exemptions (as defined by the appropriate legislation) apply to a specific request. Where the party receiving the request wishes to apply a qualified exemption (as defined by the appropriate legislation) to all or part of the request, they must ensure this is validated by a documented public interest test.
3. If a party receives a request for information that has been supplied by the other party (“the information supplier”), the party that has received the request for information will consult the information supplier as early as possible and before any information is disclosed in response to the request to enable sufficient time for the views of the information supplier, including any objections to disclosure, to be taken into account when determining whether the information is to be disclosed or withheld.
4. If a party receives a request for information that it holds and knows or believes the information is held by the other party, the party that received the request will consult the other party as early as possible and before any information is disclosed in response to the request. The purpose of this consultation is to ensure that the party that received the request is able to share any concerns about information that might be disclosed to the requester, that the party holding the information is able to take those concerns fully into account in its decision-making, and that the parties can co-ordinate their handling of requests.

Data Protection Officers

1. The contact details of the Joint Controller Data Protection Officers are:

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| **ONR**  | **The Environment Agency** |
| Data Protection Officer Office for Nuclear RegulationRedgrave CourtMerton Road, BootleL20 7HSEmail: Dataprotection@onr.gov.uk  | Data Protection Officer Environment Agency Horizon House Deanery Road, Bristol BS1 5AHEmail: dataprotection@environment-agency.gov.uk  |

1. Working arrangements concerning COMAH sites are detailed in the Competent Authority Memorandum of Understanding of which ONR and the Environment Agency are signatories. [↑](#footnote-ref-2)