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| **World Association of Nuclear Operators**  **WANO Policy Document** | WANOlogo |

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**Policy Document 4**

**CONFIDENTIALITY**

Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jacques Regaldo, Chairman

**Purpose**

1. This policy sets forth guidance concerning the confidentiality of information related to WANO programmes, data and documents.

**Background**

1. When joining WANO, a Member undertakes to protect certain information they receive by virtue of their membership of the Association. A Member formally acknowledges this responsibility by signing a Confidentiality Statement.
2. Whilst it is essential that necessary confidentiality be maintained within the WANO family, it is equally essential that information be exchanged as freely as possible between and among WANO Members.
3. Privacy is a necessary prerequisite for WANO to carry out its mission. In the peer review process, for example, WANO must obtain information from the men and women who do the day-to-day work of operating nuclear stations. This important information is often subjective and qualitative, and it is more likely to be provided freely in a relationship built on trust and confidence.
4. If the interactions between the WANO Regional Centre and the personnel of the utility are made public, then the amount of information the Regional Centre obtains will decrease, and the quality of that information will deteriorate. To avoid these harmful results, WANO has adopted a policy governing release of such information.
5. The specific needs with respect to confidentiality vary across WANO programmes. The purpose of this document is to set forth WANO’s overall confidentiality policy. Guidance for specific programmes regarding confidentiality is contained in the individual programme policy guidelines.

**Guidance**

1. Each Member, including each of its officers and employees, shall not disclose to anyone who is not a Member any confidential information (as defined in paragraph 9 below), other than such information:
2. the disclosure of which has been authorised in writing by (i) the WANO Managing Director and (ii) the relevant Member;
3. the disclosure of which has been authorised by WANO policy guidelines;
4. that is already in, or subsequently comes into, the public domain (otherwise than as a result of disclosure by the recipient in breach of this Guidance;
5. that is lawfully in the recipient’s possession; or
6. the disclosure of which is required by law or pre-existing binding agreements.
7. This policy of confidentiality shall continue to be binding following termination of membership.
8. For the purpose of this Guidance, ‘Confidential Information’ includes any and all data, materials, reports, analyses, notes, studies, memoranda or information however expressed, whether in oral, written, visual or machine readable form (including by fax and other forms of electronic transmission) or otherwise relating to the operation of nuclear power plants or fuel reprocessing facilities, their safety and reliability and any other information which is known or reasonably ought to be known to be proprietary or confidential to WANO and which is supplied to or observed and to which a WANO Member has access by virtue of their WANO membership.

**Classification and Labelling of Documents and Publications**

1. WANO Programme Directors are responsible for providing guidance in programme guidelines for classification and labelling of specific document types and for overseeing adherence to programme guidelines on confidentiality. Regional centres and/or the London office are responsible for implementing the programme guidance in the labelling of documents they author. In specific cases, the programme directors may find it advisable to authorise deviation from programme guidelines to make a specific document more available to further promote nuclear safety or improve WANO’s visibility. Such deviations can be authorised provided that the following conditions are met:
   * The Managing Director authorises the deviation in writing and
   * reference to specific plants or Members is removed and
   * the wider distribution does not infringe on WANO or a Member’s intellectual property.
2. WANO documents are assigned four classifications: OPEN, GENERAL DISTRIBUTION, LIMITED DISTRIBUTION, or RESTRICTED DISTRIBUTION. Those documents classified limited or restricted distribution have this designation clearly marked on the front cover and inside title page. Each classification or label is described below.

Open Distribution

1. These documents are available to the general public. They contain no WANO proprietary information. WANO members and participants may reproduce these documents for business use. They are copyrighted, and written permission is needed for organisations other than WANO members and participants to reproduce the information. Examples would include documents that WANO desires to have wide distribution such as This is WANO, Inside WANO or information about safety culture principles.

All Open Distribution documents contain the following legal statement displayed prominently in the document.

Open Distribution: Copyright © 20\_\_ by the World Association of Nuclear Operators. Not for sale or commercial use. All other rights reserved.

General Distribution

Documents in this class are non-technical documents and publications, as well as selected generic technical documents. Examples include the, performance objectives and criteria, various programme descriptions and other technical documents, whose wide availability among Members may enhance WANO’s ability to carry out its mission.

1. These documents may contain plant-specific information. They are provided to members, participants and other organisations as outlined in written agreements, such as the memorandum of understanding with the IAEA. WANO Members may reproduce these documents for business use. General Distribution documents may be provided to other organisations or individuals only on a case by case basis and with advance written agreement by the WANO Programme Director responsible for the document and the London office Communications Director.
2. All general distribution documents contain a copyright statement (listed below) that is displayed prominently in the document.

General Distribution: Copyright © 20\_\_ by the World Association of Nuclear Operators. Not for sale or for commercial use. Translations are permitted. Reproduction of this document by Members for internal use or use by its contractors for the limited and exclusive purpose of Member business is permitted. Not for public distribution, delivery to, or reproduction by any third party without the prior agreement of WANO. All other rights reserved.

Limited Distribution

1. Select WANO generic technical documents and most plant-specific technical documents with broad applicability are placed in this classification. These documents are developed for Members and participants primarily for their internal use. Included in this category are WANO documents, such as Significant Operating Experience Reports (SOERs) and Significant Event Reports (SERs).
2. Limited distribution documents contain the following copyright statement displayed prominently in the document:

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1. It should be noted that at times WANO has found it useful to provide some technical documents; (such as JIT briefing reports without plant names or document number) to contractors or vendors that work with Members. The contribution to nuclear safety and reliability made by these organisations that support nuclear plant operators is widely recognised. Some Members make use of these support organisations to provide scientific, technical or engineering services. Access to WANO information and some WANO programmes can be of value in providing this support. If WANO technical documents are to be released to contractors or vendors this release must be approved by the Managing Director of WANO and the limited distribution notice shown above should be modified as follows:

**Confidentiality notice**

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Restricted Distribution

1. WANO documents that contain plant-specific performance information are restricted documents and are considered private between WANO and its Members or participants. These documents are subject to a restricted distribution mutually agreed by WANO, and its Members or WANO participants. WANO peer review and technical support mission reports are in this category.
2. All restricted distribution documents contain the following copyright statement displayed prominently on the title page:

**Confidentiality notice**

Copyright © 20\_\_ World Association of Nuclear Operators (WANO). All rights reserved. Not for sale or commercial use. This document is protected as an unpublished work under the copyright laws of all countries which are signatories to the Berne Convention and the Universal Copyright Convention. Unauthorised reproduction is a violation of applicable law. Translations are permitted. All copies of the report remain the exclusive property of WANO. This document and its contents are confidential and shall be treated in strictest confidence. In particular, without the permission of both the Member and the applicable WANO Regional Governing Board, this document shall not be transferred or delivered to any third party[[1]](#footnote-1) and its contents shall not be disclosed to any third party or made public, unless such information comes into the public domain otherwise than in consequence of a breach of these obligations. Furthermore, the circulation of this document must be restricted to those personnel within the Member organisations who have a need to be informed of the contents of the document.

1. Members may allow certain third parties\* (i.e. regulators, business partners, insurers or consultants) to review, but not take possession of, WANO peer review reports, or other WANO material, provided a confidentiality agreement is in place. Similarly, in the course of WANO activities, particularly associated with the Professional and Technical Development programme, there may be occasions during which non-Member personnel have access to verbal or written information that is restricted. For example, a speaker at a WANO-sponsored workshop may be exposed to comments or handout materials of restricted nature. If such an encounter is anticipated, completion of a non-Member confidentiality undertaking, Appendix 1, should be completed in advance of the activity.
2. If a Member desires to release the results of a WANO peer review at one of its plants to a \*third party the Member will prepare a summary of the peer review in its own words. No portion of the actual WANO peer review report should be released. This summary report will be approved in accordance with the applicable Regional Centre’s policy. Once approved, this summary can be released to third parties.Under Policy Document 8, non-WANO organisations may be recognised as conducting peer reviews equivalent to WANO. In such cases, the London office will establish confidentiality agreements with non-WANO organisations (for example, INPO and JANSI) to provide for the exchange of peer review reports needed to support peer reviews by non-WANO organisations. The Member representing the units whose WANO peer review reports are being provided to the non-WANO organisation must authorise the exchange of reports. Should the Member not approve such report exchanges, the peer reviews of the Member’s units will be subject to normal WANO peer reviews without consideration of peer reviews conducted by the non-WANO organisation.

Disclaimer

1. All WANO technical documents contain the following legal disclaimer:

**Liability disclaimer notice**

This information was prepared in connection with work sponsored by WANO. Neither WANO, Members, nor any person acting on the behalf of them (a) makes warranty or representation, expressed or implied, with respect to the accuracy, completeness, or usefulness of the information contained in this document, or that use of any information, apparatus, method or process disclosed in this document may not infringe on privately owned rights, or (b) assumes any liabilities with respect to the use of, or for damages resulting from the use of any information, apparatus, method, or process disclosed in this document.

### CONFIDENTIALITY UNDERTAKING FOR NON-MEMBERS

To: The Governors, World Association of Nuclear Operators

I, not being a Member of WANO, recognise the need to protect certain information more particularly described below (and hereinafter called ‘Confidential Information’) received in the course of working for or with WANO or a WANO Member.

In consideration of this, I hereby undertake that I shall not disclose to anyone other than a Member any Confidential Information (as defined below), other than such Confidential Information:

1. the disclosure of which has been authorised in writing by (i) the WANO Managing Director, Chairman or President and (ii) the relevant Member;
2. the disclosure of which has been authorised by WANO policy guidelines;
3. that is already in, or subsequently comes into, the public domain (otherwise than as a result of disclosure by the recipient in breach of this undertaking);
4. that is lawfully in the recipient’s possession; or
5. the disclosure of which is required by law or pre-existing binding agreements.

For the purpose of this undertaking, ‘Confidential Information’ includes any and all data, materials, reports, analyses, notes, studies, memoranda or information however expressed, whether in oral, written, visual or machine readable form (including by fax and other forms of electronic transmission) or otherwise relating to the operation of nuclear power plants or fuel reprocessing facilities, their safety and reliability and any other information which I know or reasonably ought to know to be proprietary or confidential to WANO and which is supplied to or observed by me and to which I have access by virtue of working with WANO or a Member.

I shall undertake to use any Confidential Information solely for the benefit of WANO and Members. Further, I will neither use my relationship with WANO, nor any Confidential Information received from WANO or a Member for any purpose that would be a breach of this undertaking, including in advertising, marketing, or promoting the sale of goods or services, as applicable.

The undertakings contained herein shall continue to be binding notwithstanding any termination of my relationship with WANO or the relevant Member.

This undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

The English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this undertaking.

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| Name of non-member: |  |  |
| Signed: |  |  |
| For and on behalf of: |  |  |
| (Company) |  |  |
| Date: |  |  |
| Sponsoring Member |  |  |

1. * For the purpose of this policy, ‘third parties’ are those persons or entities not directly involved in the implementation of the WANO processes. For clarification, a Governor of WANO or of a Regional Centre, the staffs of the London office and Regional Centres, and peer review team members are not ‘third parties.’

   [↑](#footnote-ref-1)