

WANO Policy ǀ Document 5

WANO Membership

Draft rev 2

WANO Policy ǀ Document 5

Revision History

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| WANO London office | March 2011November 2017 | Executive Leadership Team | WANO Governing Board |
| * + 1. Reason for Changes:

**Key changes to policy document 5 – WANO Membership***(Note this is not intended to be a description of tracked-changes from the previous version)*The entire document has been re-written to make it more logical and clear. The following are changes to the policies:1. It was necessary to introduce a means of accommodating new entrant members to WANO; i.e. organisations that are building their first nuclear power plants. For this reason a new definition of “*Emerging Organisation*” is introduced, and a new category of membership is introduced, namely Category 5.
2. A distinction has been created between organisations like INPO that **directly** represent operators/owners (and are therefore category 1 members) and organisations like JANSI (who are category 3 members). The former are defined as “*Operator Representative Organisations*” whereas the latter are defined as “*Affiliated Organisations*”.
3. The policy wording has been clarified to show that membership of WANO is with the company registered in London, and members affiliate to one or more regional centres.
4. The document introduces the fact that a category 5 member is affiliated to WANO London Office until first nuclear concrete is poured on the nuclear island, where after it will transfer affiliation to a Regional Centre.
5. The responsibilities associated with and process to transition from a category 5 member to a category 1 or 2 member are defined, as well as the process for deciding regional affiliation.
6. Dealing with new units being constructed by existing members is defined.
7. Dealing with new *Affiliated Organisations* (e.g. CNEA) is defined.
8. There have been no changes to the section dealing with “*Other Organisations”*, which includes key reactor system vendors.
9. A section has been added on records and correspondence.
10. A section has been added defining dual / multiple affiliation with regions.

**Key changes to Appendix 1 – Fee Structure Guidance**A number of important changes have been made to the fee structure for several membership categories.This appendix has been restructured to facilitate easier understanding.1. Clarity in terms of distinction between the WANO membership fee (linked to WANO London Office) and the Regional affiliation fee has been introduced in the wording throughout the document.
2. There is clarification that category 2 & category 4 (regions) members pay no fees.
3. Category 3 and category 5 member fees are more clearly defined. *Note the introduction of an initial joining fee for category 5 members, introduced to take into account that new members are buying into decades of intellectual capital, and that they need to be self-funding delivery of the WANO NUA support, so as not to have existing members cross-subsidise this work.**Note also an increase in the annual category 5 membership fee from the current £ 25,000 to £ 30,000. (This increase is to allow for the cost of at least 2 NUA support missions per year during their category 5 membership period)..* Note also that category 5 members may request additional NUA support missions at cost.
4. Fee structure is clarified for units under construction and commissioning.*Note the fee structure is equalised for emerging and existing member plants until the pouring of nuclear concrete.**Note the introduction of an increase in fee to 75% at time of fuel loading.*
5. Guidance is provided on pro-rating fees as well as revising fixed amounts to cater for inflationary effects.
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# WANO Membership

Purpose

This policy sets forth the rules and processes to ensure consistency in dealing with WANO membership applications, voting rights and resources, and access to WANO products and services for the different categories of bodies that are eligible to become WANO members.(Example

Bodies that are eligible for Membership

The following are the definitions of bodies eligible for WANO membership:

* **Operator –** is an organisation (operating company) that operates at least one nuclear power plant or fuel reprocessing facility for commercial and peaceful purposes.
* **Owner –** is a non-regulatory organisation that owns all, or a portion, of at least one nuclear power plant or fuel reprocessing facility being operated for commercial and peaceful purposes.
* **Operator Representative Organisation –** is an organisation that provides power plant owners with a non-regulatory nuclear safety mission compatible with that of WANO, which has significant influence on the nuclear safety and reliability of operating companies and **directly** represents otherMembers in WANO. (Example INPO)
* **Affiliated Organisation –** As for an Owner and *Operator Representative Organisation*, but one that does not **directly** represent other members of WANO. (Example – JANSI)
* **Associate Member** – Regional centres of WANO as defined in the Articles of Association.
* **Emerging Organisation** – An organisation that will later become an *Operator* or *Owner* (as defined above) of a their first new nuclear power plant during the tendering, licensing, construction and commissioning phases of the project.
* **Other Organisations** – An organisation that supports an *Operator* or *Owner* in their safety and reliability efforts on their plants. (These Other Organisations do not formally become members of WANO, but conclude agreements with WANO that allows access to a limited set of WANO products and services.)

Governing Authority

The WANO Articles of Association state that admission to WANO is subject to the discretion of the WANO Governing Board which may, in specific situations, impose such conditions of membership as it deems appropriate.

Categories of Membership

The following definitions will be applied to establishing the Categorisation of Membership in WANO:

**Category 1 Member**:

An *Operator* (operating company), *Owner*, or *Operator Representative Organisation* that **directly** represents one or more nuclear power plants or fuel reprocessing facilities in WANO business decisions.

An *Operator* has a choice between category 1 and category 2 membership. An operator will typically be a category 1 Member. It may choose to be represented in WANO business decisions by a sole or partial (joint) *Owner* or by an *Operator Representative Organisation*. In this case the operating company will be a category 2 Member and the entity chosen to represent them will be the category 1 Member.

**Category 2 Member**:

An *Operator* that has chosen to be represented by an *Owner* or *Operator Representative Organisation* in their WANO membership.

**Category 3 Member**:

A qualifying *Owner* of a category 1 member *Operator*, *Affiliated Organisations* and *Operators/Owners* of plants undergoing decommissioning.

For the purposes of this definition, a “qualifying owner” shall be required to have credible influence over the *Operator*, normally at least a 25% ownership share-holding. Applicants with lower a ownership share will be considered on a case-by-case basis.

**Category 4 Member**:

A WANO Regional Centre (referred to as an Associate Member in the WANO Articles of Association).

**Category 5 Member:**

An *Emerging Organisation* throughout the tendering, licensing, construction and commissioning phase of their first new nuclear power plant. Category 5 Members will transfer to either Category 1 or 2 at the time of pouring of first nuclear concrete on the nuclear island.

Modes of Affiliation:

The following regional modes of affiliation are permitted for WANO members:
(Voting rights and eligibility at Regional and WANO Governing Board level are given in the table below.)

* + - * **Direct single affiliation:**
			The member affiliates directly with a single regional centre. All of WANO’s products and services are provided through this centre.
			* **Dual or multiple affiliation:**
			The member chooses to affiliate with more than one centre. One centre will always be the primary centre, and will take the lead in managing the relationship and providing the core service of peer reviews and the associated WANO Assessment. One or more other regions may be chosen as a secondary region(s), to provide support and share in delivery of the WANO products and services. In these instances, a multi-party agreement between the member and the multiple regions will be required to define the scope of service delivery, and financial and other resource obligations for the member for each region.
			* **Split affiliation:**
			A member may choose to affiliate its units to multiple regions by splitting their fleet amongst these regions. In such cases each of these groupings of the split fleet is treated in the same manner as for single direct affiliated membership in terms of their affiliation with these regions.
			* **Collaborative affiliation:**
			A region may include secondees at the working level and governors on their regional boards from members affiliated to other regions. These other regions’ members will have no units affiliated to this region. This provision is intended to promote diversity and cross cultural experience exchange, and thereby reinforce the global nature of WANO and its pursuit of excellence through the sharing of best practice on a global scale.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Single, direct affiliation | Dual or multiple affiliation | Split affiliation | Collaborative affiliation |
| Primary region | Secondary region |
| Seat on regional board? | Yes | Yes | Observer status | Yes for all regions | Yes |
| Vote on regional board? | Yes | Yes | No | Yes for all regions | Yes |
| Eligible for seat on WANO board? | Yes | Yes | No | Yes but only 1 per company | No |
| WANO EGM voting rights? | Yes for Cat 1.5 votes plus 1 per unit | Yes for Cat 1(but units are grouped under parent company who gets the 5 company-level votes) | No |

Note: Regional Charters will provide specific local rules that apply to the participation rights of the category 1,2 and 3 members of WANO in their regional governing boards and regional general meetings.

Principles of Membership

The mission of WANO is to maximise the safety and reliability of nuclear power plants and fuel reprocessing facilities worldwide. As such, emphasis is placed on engaging the *Operator* as the core member because they have the greatest influence over nuclear safety. The following principles apply:

* + - * 1. WANO is the registered company in terms of United Kingdom law; as such membership with WANO is via the London Office.
				2. Membership is voluntary. However, all commercial *Operators or Owners* worldwide are expected to become members.
				3. Each organisation that becomes a member must affiliate with one or more regional centres or, in the case of an *Emerging Organisation*, with the WANO London Office
				4. The categories of membership are based upon varying degrees of participation, representation, and influence over nuclear safety.
				5. Category 1 and 2 membership grants access to all WANO products and services, and invokes applicable membership obligations as described in the WANO Charter and Policy Document 2, ‘*Membership Obligations’*.
				6. The role of category 3 members is fundamentally different from category 1 and 2 members. To ensure WANO resources are not inappropriately diverted from the primary mission of supporting operating companies, some restrictions are placed on the products and services available to category 3 members. Full access to the WANO member website is provided, as is the opportunity to participate in all WANO-sponsored workshops, seminars, and training activities. However, requests for peer reviews will typically not be supported, and requests for member support missions will only be honoured on a case-by-case basis depending on available resources. The regional centre Director is responsible for this determination on a case-by-case basis. These limitations will be clearly explained to all Category 3 applicants.
				7. The services provided to Category 5 Members will also be different from those delivered to Category 1 and 2 Members. The *Emerging Organisations* will be affiliated to the London office, who will develop and maintain an interaction plan, coordinate and oversee new unit assistance and pre-start up activities, which will also be supported by the regional centres as appropriate. London will act as a single point of contact for the *Emerging Organisations*.
				(Note: The affiliation to London is planned to be an interim arrangement, until such time as the potential fifth regional centre in China is fully functional. This provision will be revisited at this time.)

Representation

Representation, including voting rights and financial obligations, are defined based on membership categories, obligations and benefits. The following representation principles are established:

* + - * 1. Only category 1 members have voting rights in WANO General Meetings.
				2. Only a single category 1 member represents a member, whether it is the *Operator* itself, an *Owner*, or an *Operator Representative Organisation*. Therefore, each *Operator* and its respective *Owner(s)* must decide among themselves which entity will be the category 1 member.
				3. Each category 1 member, or parent organisation in the case of split affiliation, participating in a WANO General Meeting will have five votes plus one vote for each represented unit.

**General Meeting Voting Examples**

Example 1: An operating company with four units at two sites that has elected to represent itself is a category 1 member and may cast nine votes (five plus one for each represented unit).

Example 2: A 30% owner is selected by the other owners and the Operator to represent the two sites and four units in the example above. The selected owner is the category 1 member representing the Operator and may cast the nine votes as described above. The Operator is a category 2 member and therefore does not vote.

Example 3: An *Operator Representative Organisation* is selected to represent 22 Operators with 37 units. The operator organisation is a category 1 member and may cast 42 votes (five plus one for each represented unit).

Example 4: A parent company has split its fleet across 3 regional centres. Each subordinate of the parent is registered as a category 1 member in their respective region, and the split in units across the 3 regional centres is 4 units, 6 units and 8 units, i.e. a total of 18 units. The parent company will have the 23 EGM votes (five plus the 18 units).

Example 5: A company has elected to have dual affiliation with two regions. The company is a category 1 member and has chosen region X as its primary centre, with region Y as the secondary centre. The company has a total of 6 units. The company therefore has 11 votes at the EGM arising from is primary affiliation to region X, but has no additional votes from its secondary affiliation with region Y.

* + - * 1. New category 1 members will acquire voting rights upon being confirmed as a category 1 member by the WANO Governing Board. Similarly, voting rights for additional units added by a member will be acquired when payment of fees associated with such new unit(s) is initiated.
				2. Voting rights will end for decommissioned units when the member ceases to pay fees and receive services in support of the unit.

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Applications for new Category 1 and 2 members

1. The normal route for entry into WANO membership for the first time as a category 1 or category 2 member should be via a category 5 membership for *Emerging Organisations* who are building their first unit. (See section below on transitioning from Category 5 to Category 1 or 2 membership.)
2. In the unusual case of a direct application for category 1 or 2 membership, the WANO Chief Executive Officer will initiate discussions with executive officers of theapplicant to ascertain their preferences for primary (and if desired secondary) affiliation.
3. The resultant preferences will be discussed in the ELT and an affiliation recommendation will be proposed based on considerations of current membership affiliations, geography, language, reactor technology, and degree of natural cooperation and available capacity within the regional centres.
4. The applicant’s preference together with the ELT recommendation will be discussed with the applicable Regional Governing Board (for primary affiliation) and an endorsement/recommendation made to the WANO Governing Board, via the Company Secretary.
5. Following discussion and endorsement of the WANO Governing Board, the applicable regional director (primary affiliation) will initiate the submission of a revised membership form from the applicant.
6. The membership application is endorsed formally by the Regional Centre Governing Board (primary affiliation) and approved, via the Company Secretary, by the WANO Governing Board.

Applications for new *Emerging Organisations* (Category 5 Members)

* + - 1. The process and responsibility to bring new *Emerging Organisations* into category 5 membership is as follows:
				1. WANO wishes to bring *Emerging Organisations* into membership as early as possible, but typically this should be no later than the signing of the construction contracts for the main plant works.
				2. The members of the Executive Leadership Team (ELT) will monitor worldwide activity to identify organisations that are considering construction of new plants. They are responsible for ensuring these organisations are engaged in discussions regarding membership at an appropriate time. They will discuss WANO’s Member obligations, membership policies and options to be considered with senior executives from the prospective *Emerging Organisation.* Additionally, the prospective member will be provided a copy of the WANO Membership Obligations described in Policy Document 2.
				3. *Emerging Organisations* will affiliate to WANO London Office until first nuclear concrete is poured on the nuclear island, at which time their affiliation is transferred to one or more regional centres.
				4. The WANO Chief Executive Officer is responsible to initiate the formal membership application process in consultation with the ELT and, in particular, the prospective regional centre to which the member may have its future primary affiliation .
				5. The prospective member will complete an application for membership (Attachment 1) and a Confidentiality Undertaking (Attachment 2).
				6. The completed application form will be submitted by the WANO Chief Executive Officer to the WANO Governing Board for approval, via the Company Secretary.
				7. The membership fees for *Emerging Organisations* as Category 5 members is described in Appendix 1, Fee Structure Guidance.
				8. An Interaction Plan will be developed to describe the planned interactions between the member and WANO during plant design and construction. The Interaction Plan will be developed by the WANO Chief Executive Officer (CEO) working with the member, with support from applicable Regional Centre Directors. It is recognised that the Interaction Plan will need to be revised based on construction schedule changes. Ongoing maintenance and changes to the Interaction Plan will be managed by the CEO. The Interaction Plan will include, as a minimum, the following:
* Delivery of new unit assistance initiatives and operational readiness assistance missions.
* Interactions to support incorporation of operating experience into the design, construction and procedures.

Transitioning from Category 5 membership to Category 1 or 2

The Emerging Organisation will continue as a Category 5 member until the pouring of first nuclear concrete on the nuclear island, whereupon its affiliation is transferred to a regional centre, as follows:

* + - * 1. The WANO Chief Executive Officer will initiate discussions with executive officers of the *Emerging Organisation* to ascertain their preferences for primary (and if desired secondary) affiliation.
				2. The resultant preferences will be discussed in the ELT and an affiliation recommendation will be proposed based on considerations of current membership affiliations, geography, language, reactor technology, and degree of natural cooperation and available capacity within the regional centres.
				3. The *Emerging Organisation’s* preference together with the ELT recommendation will be discussed with the applicable Regional Governing Board (for primary affiliation) and an endorsement/recommendation made to the WANO Governing Board, via the Company Secretary.
				4. Following discussion and endorsement of the WANO Governing Board, the applicable regional director (primary affiliation) will initiate the submission of a revised membership form from the *Emerging Organisation.*
				5. The membership application is endorsed formally by the Regional Centre Governing Board (primary affiliation) and approved, via the Company Secretary, by the WANO Governing Board.

Responsibility for maintaining and managing the Interaction Plan will transfer to the applicable Regional Director. This should include a

New units being constructed by existing Category 1 or 2 Members

The process and responsibility to bring new units for existing Category 1 and 2 members into membership is as follows:

* + - * 1. New units for existing members are to be brought into membership in timeframes that are consistent with that described above for *Emerging Organisations*, namely as soon as contracts are signed for the construction of the main works.
				2. The applicable Regional Director will engage with his affiliated member at the appropriate time and obtain written confirmation from the member of the addition of this new unit.
				3. The Regional Director will formally notify the WANO Governing Board in writing of this transaction, via the Company Secretary.
				4. The membership fees applicable for this new unit are described in Appendix 1, Fee Structure Guidance, and take into account the transition of the unit through its construction and commissioning phases.
				5. An Interaction Plan will be developed to describe the planned interactions between the Member and WANO during plant design and construction. The Interaction Plan will be developed by the Regional Director, working with the member, with support from the London office as needed. It is recognised that the Interaction Plan will need to be revised in line with construction schedule changes; these revisions will be managed by the Regional Director. The Integration Plan will include, as a minimum, the following:
* Delivery of new unit assistance initiatives and operational readiness assistance missions.
* Interactions to support incorporation of operating experience into the design, construction and procedures
* A schedule for hosting a pre-startup peer review and any necessary follow-up visits to ensure progress in resolving identified areas for improvement.

Prospective new Affiliated Organisations (Category 3 Members)

* + - 1. Organisations that qualify as *Affiliated Organisations* may apply to WANO for membership as follows:
				1. The organisation will be required to submit a completed application form and confidentiality undertaking to any of the regional centres or the London Office indicating their affiliation preference and qualifying rationale.
				2. The application will be discussed and assessed by the ELT who will make an affiliation recommendation.
				3. The appropriate Regional Governing Board will review and endorse the application before submitting this to the WANO Governing Board, via the Company Secretary.
				4. The membership fee guidance applicable for this new Category 3 member is described in Appendix 1, Fee Structure Guidance.

Other Organisations

* + - 1. Under certain circumstances WANO may allow some organisations limited access to its products and services, even though these organisations will not become members of WANO.
				1. As WANO is an organisation focused on nuclear power plant operators, the engagement with other types of organisations, needs to be carefully considered to avoid impact on the core services to the members. However, under certain circumstances an arrangement may be reached for exchange of specific products or services. Such an arrangement is to be documented in a signed agreement, and must meet the following criteria:
				2. The contribution to nuclear safety and reliability made by organisations that support nuclear plant operators is widely recognised. Some Members make use of these support organisations to provide organisational, scientific, technical or engineering services. Access to WANO information and some WANO programmes can be of value in providing this support. An agreement may be established by WANO with such an organisation, but this should be based on an identifiable benefit to at least one existing member. (For example the applicant might support an existing member to participate more fully in WANO, say, by reviewing WANO event reports for applicability, or may provide consulting or other services in direct support of the member.).
				3. Permitting access to WANO information requires that the support organisation completes a confidentiality undertaking and is based on the principles contained in the Confidentiality Undertaking signed by all other members (Attachment 3 is the Confidentiality Undertaking for *Other Organisations*).
				4. These organisations can participate in a limited range of WANO activities (e.g., receive event reports and performance indicator information) and, when acting as in support of the WANO member, attend selected workshops and meetings.
				5. The regional centre that enters into the agreement should decide the method and level of any fees paid by these support organisations. In no case will the fee imply acquisition of WANO information, as all WANO information will remain the property of WANO.
				6. The WANO mission to maximise nuclear power plant safety and reliability encompasses activities such as design, manufacturing, erection, and commissioning as well as operation, maintenance and training. As such, it is accepted that major reactor system vendor organisations, including architect/engineers and constructors, who meet the following criteria, in addition to the requirements above, may receive selected operating experience information.

				These criteria are intended to clarify eligibility:
* The company has a proven record of designing and/or constructing nuclear power plants or is a bona fide new entrant in the field.
* The company is included on a tender list of an entity expressing a legitimate interest in procuring or constructing a nuclear power plant.
* The WANO information and products to which limited access is provided will positively influence nuclear safety and reliability in such a way as to preclude repeat events.
* The company, by signing an agreement with WANO that includes a confidentiality statement, agrees to use the information solely for the purpose for which it was provided, i.e. positively influencing nuclear safety and reliability.
* Fee guidance for access to this information is described in Appendix 1, Fee Structure Guidance.
	+ - * 1. As the need arises, a regional centre or the WANO London Office may execute services contracts with former or prospective Members as long as the scope of the contract is consistent with WANO’s mission of improving nuclear safety and reliability. Services and fees for such arrangements will be approved by the applicable Governing Board and may require the contracted party to sign a Confidentiality Undertaking (Attachment 3).
				2. The London office is to be notified of agreements and services contracts with all *Other Organisations* and a copy of the agreements provided to and held by the Company Secretary.

Changes to membership category (other than from Category 5 to Category 1 or 2)

* + - 1. Changes to Membership category will be dealt with as follows:
				1. A new application (Attachment 1) will be completed and submitted with a letter of explanation to the Regional Centre or London office with which the member has primary affiliation.
				2. Approval will proceed as for an initial membership application, namely a review and endorsement from the applicable Regional Governing Board, via the Company Secretary, for approval at the WANO Governing Board.
				3. Membership category change requests are limited to once per year for the same corporate entity and, if approved, will take effect at the beginning of the next calendar year.

Changes to Member Organisations

* + - 1. Due to re-organisation of companies/utilities, the name of a member may change, or a new organisation may be created.
				1. If the new organisation represents the same plants/utilities that were represented by the previously named organisation, a new application for membership is not required. Written notification of the name change should be provided to the regional centre with which the member has primary affiliation, and the regional centre will update the Company Secretary with the change. This change will be noted at subsequent Regional and WANO Governing Boards.
				2. If the change in name will result in changes to the representation of utilities within the WANO membership structure, a new application for membership, processed similarly to ‘Changes to membership category’ above, is required to account for the changes in member representation.
				3. The new organisation should confirm in writing to the relevant Regional Centre, with a copy to the London office, that it assumes the commitments to WANO made by the previous organisation, including the commitment to confidentiality. It is necessary for the new organisation to sign the WANO Charter.

Membership records and correspondence

* + - 1. The official WANO membership records are maintained by the Company Secretary who shall be provided with copies of all membership related correspondence, application forms, membership change forms and signed confidentiality agreements.
				1. Prospective members who have submitted membership applications are to be kept informed of the progress of their application throughout the approval process by the appropriate member of the ELT.
				2. Once membership has been approved by the WANO Governing Board, the new member will be required to sign the WANO Charter. This signature will formally signal admission to the Association and symbolises a commitment to uphold the mission of the Association, and meet the membership obligations. A copy of this signed Charter is to be lodged with the Company Secretary.
				3. If the WANO Governing Board does not approve the application for membership, the Regional Governing Board and the prospective member will be notified of the decision in writing by the Company Secretary. The WANO Governing Board may provide the rationale for the decision, but this is not required.

Ending WANO Support or Membership

* + - 1. Any Member may request to withdraw from WANO voluntarily by letter to the Regional Centre, (or to London in the case of Category 5 Members). This is most likely to occur upon exit from the nuclear business as an *Owner* or *Operator,* such as when all of a member’s units are decommissioned.
				1. WANO support and the member’s voting rights and obligations to WANO for a specific unit may be ended when the following conditions are met:
* the reactor is defueled (fuel in long-term storage or off site)
* the *Owner/Operator* has surrendered the operating license

	+ - * 1. If a member continues to operate at least one unit, but one or more others are shut down and being decommissioned, each shut down unit will be treated as 0.25 units in the fee calculations. Each such unit will have one vote in the General Assembly as defined in the WANO Charter.
				2. If a member has shut down and is decommissioning all its units, WANO membership will revert to a Category 3 membership on a no-fee basis until one of the following conditions is met:

all fuel is placed in long-term storage or removed from the site; or

five years has elapsed from the point at membership reverted to Category 3.

The member is required to notify WANO of this operational status and to complete a revised membership application form. This application will only require noting at the Regional and WANO Governing Boards.

(This arrangement is based on the lack of an income stream and the continued potential for impacting nuclear safety by virtue of maintaining fuel on site. The service limitations noted in earlier in **Principles of Membership** will apply, with support nominally related to fuel handling, radiation protection and fire protection, and access to the WANO member website and to workshops and seminars. Additional services may be arranged with the applicable regional centre on a pay-as-you-go basis. Obligations will typically include an expectation to continue reporting operating experience.

* + - * 1. When all units operated by a member have ended operation as described above, and the member chooses to withdraw from WANO membership, the member must provide notice of the decision in writing to WANO at least three months prior to the planned end of membership. This notice will be presented at the next WANO Governing Board meeting. Upon the expiry of this notice, WANO support and member obligations will cease, with the exception of the provisions of the Confidentiality Undertaking given by the relevant member at the time of its membership application.
				2. Membership in WANO may be terminated by WANO as described in the Articles of Association in those exceptional cases where a member is no longer in good standing or persistently is unwilling to fulfil its membership obligations..

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# Appendix 1 – Fee Structure Guidance

Fee structure

This appendix provides expectations and guidance. Individual regional governing boards may elect to deviate from this guidance according to regional circumstances. The aim should be to align wherever possible to this guidance.

* + - 1. WANO has a two-part fee structure; a *WANO Membership* fee that is paid to the London Office, and a *Regional Affiliation* fee that is paid to the regions to which the member is affiliated. (Multiple regional affiliations are permitted, however there will be only a single primary region with which a member may affiliate).
				1. **The WANO Membership fee** covers the costs for operating the London Office, which predominantly relate to the Governance and Oversight of the Association and WANO Core Programmes. The budget is prepared under the direction of the WANO CEO, and approved by the WANO Governing Board, via the Budget and Remuneration Committee.
				2. **The Regional Affiliation fee** covers the costs for operating the regional centre, which predominantly relate to the delivery of WANO products and services directly to those members affiliated to that centre. The regional budgets are prepared under the direction of the Regional Director, consistent with this guidance, and approved by the respective Regional Governing Board.
			2. Regional Centres, classified as Category 4 Members, do not pay any *WANO Membership* fee.
			3. Owing to the fact that category 2 members are directly represented in WANO by their nominated category 1 member, there is no separate *WANO Membership* or *Regional Affiliation* fee charged to the category 2 member. (In some cases WANO may be requested by a category 1 member to issue separate invoices for these fees to their daughter category 2 organisations.)
			4. Category 3 and category 5 members are required to pay a fixed annual *WANO Membership* fee and a fixed *Regional Affiliation* fee as shown below:

|  |  |  |
| --- | --- | --- |
|  | WANO Membership (London) | Regional Affiliation(Region) |
| Category 3 | £ 30,000 | £ 100,000 |
| Category 5 | £ 30,000 | n/a |

Each new *Emerging Organisation* that joins WANO as a category 5 member is required to “buy-into” WANO’s accumulated intellectual property with a joining fee of £100,000. (This joining fee includes the first annual WANO Membership fee of £30,000 from the above table).

* + - 1. The services that a category 5 member can expect from WANO each year includes a maximum of two Member Support Missions (MSM). Any additional MSMs requested by a Category 5 Member shall be charged on a cost of service delivery basis, (for travel and subsistence and human resource costs associated with this mission).
			2. Category 1 **WANO (London) membership** fees are calculated according to a formula. This formula aims to distribute the required fees equitably amongst the category 1 members, after taking into account the fees received from the category 3 and 5 members.
			3. The formula comprises three parts:
* 25% of the required budget is equally distributed to all category 1 members
* 50% of the required budget is prorated against the numbers of units for each of the category 1 members
* 25% of the required budget is prorated against the total rated gross output power of the units for each of the category 1 Members, using the latest version of the IAEA reference data series 2 “Nuclear power reactors of the world” as the source.

The resultant Category 1 WANO Membership fee formula is shown below:

**FM1 = BA\*[(0.25/C1) + 0.50(U/N)+0.25(PM/PT)]**

**Where: BA=BT–(C3\*FM3)-(C5\*FM5)**

|  |  |  |  |
| --- | --- | --- | --- |
| FM1 = Cat 1 fee | FM3 = Cat 3 fee(See table A4 above) | FM5 = Cat 5 fee (See table A4 above) | PM = Rated Gross Output Power of Member’s units |
| U = No. of Units for the Member  | N = Total No. of Units affiliated with WANO | BA = adjusted budget | PT = Total Rated Output Power of all units affiliated with WANO |
| C1 = No.of Cat 1 Members | C3 = No. of Cat 3 Members | C5 = No.of cat 5 Members | BT = total budget |

For some facilities, such as fuel reprocessing facilities and marine propulsion reactors, the concepts of “Units” and “Rated Gross Output Power” may not be applicable. In such instances, an appropriate assignment of these two parameters will be negotiated and agreed at time of approving membership.

* + - 1. The calculation of the category 1 *WANO membership* fee for **units under construction** and undergoing commissioning will be calculated as follows:

|  |  |  |
| --- | --- | --- |
| **Point in life cycle of new unit** | **Emerging Organisation** | **Existing Member** |
| **Cat.** | **Affiliation** | **Fee k£** | **Cat.** | **Affiliation** | **Fee k£** |
| **Pre-contract signature** | 5 | London | See A4 | 1 or 2 | Region | \*See A4 = Cat 5 |
| **After signature of main works contract** | 5 | London | See A4 | 1 or 2 | Region | \*See A4 = Cat 5 |
| **Pour of first nuclear concrete** | 1 or 2 | *Emerging Organisation* transfers from Category 5 to Category 1 or 2 and affiliates with the region. | 1 or 2 | Region | 50% of full fee |
| **Fuel loading** | 1 or 2 | Region | 75% of full fee |
| **Connection to Grid** | 1 or 2 | Region | 100% of full fee |

(The increases in fees associated with the transition through the above project and commissioning milestones will come into effect at the start of the financial year that the milestone has been declared to be scheduled to occur by the member.)

Note \*
Existing Members building new units are treated in a similar fashion to Emerging Organisations (Category 5 Members), prior to the pouring of first nuclear concrete. The WANO Membership fee during this time is collected by the London office to fund its New Unit Assistance responsibilities and activities.

* + - 1. The **Regional Affiliation fee** is generally expected to be calculated according to the same formula and principles described in A7 above, however, each Regional Governing Board has the flexibility to consider different factors and rates.
			2. Members have the option to **affiliate with multiple regions**, however one region must be declared as the primary affiliate. In these instances, a multi-party agreement is needed that describes the delivery of WANO services from each involved region, the required member obligations to provide secondees as well as the applicable fees for each region.
			3. *Other Organisation* Fees are determined by the Regional Governing Board taking into account the specific circumstances and agreements with these organisations.

Vendors, including architect/construction companies that are provided selected operating experience for design and construction application in support of existing members or new entrants will, in addition to the aforementioned regional fee, be charged by London office for the intellectual property value of the information provided. This will normally consist of an initial joining fee, followed by an annual fee. The fees will be as shown below and paid to the London office:

|  |  |
| --- | --- |
| Initial Fee | £100,000 |
| Annual Fee | £30,000 |

* + - 1. **Pro-rating fees and revising fixed amounts.** Members who join part way through the financial year may have their initial annual fee prorated. Members who discontinue their membership part way through the year are not entitled to a refund.

			The fixed amounts reflected in this Appendix may be revised to cater for inflationary factors from time to time by decision of the WANO Governing Board, and recorded in the Board minutes, without a full revision of this policy document.

WANO Policy ǀ Document 5

# Attachment 1

## Application for Membership

To: The Governors, World Association of Nuclear Operators

We hereby apply to join the World Association of Nuclear Operators (the "Association").

We undertake to support the Mission and Principles and to accept and honour the Commitment of Members set out in the WANO Charter and to inform, help and emulate other nuclear power plant operators by the provision and effective use of operating experience.

We recognise the need to protect the confidentiality of information exchanged through the Association and accordingly attach an executed Confidentiality Undertaking.

|  |  |  |
| --- | --- | --- |
| For and on behalf of (Company): |  |  |
|  |  |  |
| \*Signature of applicant (Officer): |  |  |
| Full name of applicant: |  |  |
| Address of applicant: |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Email address of applicant: |  |  |
| Telephone Number: |  |  |
| Fax Number: |  |  |
| Date of application: |  |  |
| Designated Representative (if different from above) |  |  |
| Title: |  |  |
| Phone: |  |  |
| Email: |  |  |

\*Signatory should be CEO or other Senior Nuclear Executive

**(Company)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ requests admission to WANO as noted below**

* + 1. CATEGORY 1 Member

|  |  |
| --- | --- |
| ❑ | We are an operating company and plan to participate in WANO General Meetings and vote on matters before the Assembly. We operate the following sites/units.Sites # Units=> \*OP \*U/C \*S/D\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ |
| ❑ | We are an owner that will represent the following operating company(ies) in WANO General Meetings and vote on matters before the General Assembly on their behalf:Represented Companies # Units=> \*OP \*U/C \*S/D\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ |
| ❑ | We are an operator organization that will represent the following operating company(ies) in WANO General Meetings and vote on matters before the General Assembly on their behalf.Represented Companies # Units=> \*OP \*U/C \*S/D\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ |

* + 1. CATEGORY 2 Member

|  |  |
| --- | --- |
| ❑ | We are an operating company and choose to be represented in WANO General Meetings and in votes on matters before the General Assembly by the following organization: \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. We operate the following sites/units.Sites # Units=> \*OP \*U/C \*S/D\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ |

\*OP=operating units, U/C=units under construction, S/D=units permanently shutdown

* + 1. Category 3 Member

|  |  |
| --- | --- |
| ❑ | We own \_\_\_\_% of the operating company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Co. Name) that either represents itself or is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Co. Name). |
| ❑ | We are a non-regulatory national/international organisation that does not operate any units or directly represent another Member. |

* + 1. CATERGORY 5 Member

|  |  |
| --- | --- |
| ❑ | We own \_\_\_\_% of the operating company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Co. Name) that either represents itself or is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Co. Name). |

Per WANO membership criteria, we request the following Regional Centre affiliation(s):

**Initial Affiliation:** ❑ LO

**PRIMARY** affiliation:

**Atlanta (AC) ❑**

**Moscow (MC) ❑**

**Paris (PC) ❑**

**Tokyo (TC) ❑**

**SECONDARY** affiliation:

**AC** ❑

**MC** ❑

**PC** ❑

**TC** ❑

**None** ❑

**Is this a request by a Member to change membership category?** Yes❑ No ❑

## Questions For CATEGORY 3 Applicants ONLY

A Category 3 applicant must meet several membership qualification criteria. Responses to the following questions are requested to support the WANO Governing Board decision.

* + - 1. Is the applicant a non-regulatory organisation?
			2. What is the applicant’s relationship with (including ownership by or ownership of, and services provided to or by) nuclear operating companies or reprocessing facilities that are already Members)?
			3. What is the nature of the applicant’s mission and how does it relate to the nuclear safety and reliability of operating companies and reprocessing facilities?
			4. What is the nature and level of influence the applicant wields on nuclear operating companies and reprocessing facilities?
			5. What benefit does the applicant desire to gain by membership in WANO?

WANO Policy ǀ Document 5

# Attachment 2

## Confidentiality Undertaking For Members

To: The Governors, World Association of Nuclear Operators

We recognise the need to protect certain information more particularly described below (and hereinafter called "Confidential Information") received by us by virtue of our membership in the World Association of Nuclear Operators (WANO), our affiliation to a WANO Regional Centre, or where applicable, our joint membership of WANO with other Members.

In consideration of our becoming a Member of WANO, we hereby undertake that we, our officers and employees shall not disclose to anyone not a Member of WANO any Confidential Information, other than such Confidential Information:

* + - 1. the disclosure of which has been authorised in writing by both (i) the WANO Chief Executive Officer, 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 our possession; or
			5. the disclosure of which is required by law or pre-existing binding agreements.

For the purposes 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 their reliability and any other information which we know or reasonably ought to know to be proprietary or confidential to WANO and which is supplied to or observed by us and to which we have access by virtue of our membership in WANO, our affiliation with a Regional Centre or where applicable, our joint membership with other Members.

We undertake to use any Confidential Information solely for the benefit of WANO and Members. Further, we will neither use our status as a Member, nor any Confidential Information received from WANO pursuant to our membership agreement, for any purpose which would be in 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 our membership in WANO.

Words and phrases defined in the Articles of Association of WANO shall have the same meanings herein.

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.

|  |  |  |
| --- | --- | --- |
| Name: |  |  |
| Signed: |  |  |
| For and on behalf of: |  |  |
| (Company) |  |  |
| Date: |  |  |

WANO Policy ǀ Document 5

# Attachment 3

## Confidentiality Undertaking For Other Organisations

To: The Governors, World Association of Nuclear Operators

We, 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, we hereby undertake that we, our officers and employees 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 Chief Executive Officer, 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 we know or reasonably ought to know to be proprietary or confidential to WANO and which is supplied to or observed by us and to which we have access by virtue of working with WANO or a Member.

We shall undertake to use any Confidential Information solely for the benefit of WANO and Members. Further, we will neither use our 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 our 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.

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