



International Atomic Energy Agency

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THE TEXT OF THE SAFEGUARDS AGREEMENT OF 22 SEPTEMBER 1975 BETWEEN THE AGENCY, FRANCE AND THE REPUBLIC OF KOREA

1. The text [1] of the Agreement of 22 September 1975 between the Agency, France and the Republic of Korea for the application of safeguards with respect to nuclear material and related items supplied by France to the Republic of Korea, and with respect to added items made or used on the basis of information supplied by France to the Republic, is reproduced in this document for the information of all Members.
2. The Agreement entered into force pursuant to Section 28 on 22 September 1975. The application of safeguards under it in the Republic of Korea was, however, suspended pursuant to Section 27 on 14 November 1975, the date on which a safeguards agreement between the Republic and the Agency in connection with the Treaty on the Non-Proliferation of Nuclear Weapons [2] entered into force.

[1] The footnotes to the text have been added to the present information circular.

[2] The safeguards agreement will be reproduced in document INFCIRC/236; the Treaty is reproduced in document INFCIRC/140.

AGREEMENT OF 22 SEPTEMBER 1975 BETWEEN THE INTERNATIONAL
ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE
REPUBLIC OF KOREA AND THE GOVERNMENT OF THE
FRENCH REPUBLIC FOR THE
APPLICATION OF SAFEGUARDS

WHEREAS the Government of the Republic of Korea and the Government of the French Republic have made arrangements for the supply of nuclear material, facilities, equipment, other material and scientific and technical information from the French Republic to the Republic of Korea for the promotion and development of the peaceful uses of nuclear energy;

WHEREAS the International Atomic Energy Agency (hereinafter referred to as "the Agency") is authorized by its Statute to apply safeguards, at the request of the parties, to any bilateral or multilateral arrangement;

WHEREAS the Government of the Republic of Korea and the Government of the French Republic have requested the Agency to apply safeguards with regard to all items supplied by the French Republic to the Republic of Korea;

WHEREAS the Board of Governors of the Agency (hereinafter referred to as "the Board") has acceded to that request on 19 September 1975;

NOW THEREFORE, the Agency, the Government of the Republic of Korea and the Government of the French Republic hereby agree as follows:

Definitions

Section 1. For the purpose of this Agreement:

- (a) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39;
- (b) "Nuclear facility" means:
 - (i) A principal nuclear facility as defined in paragraph 78 of the Safeguards Document as well as a critical facility or a separate storage installation; or
 - (ii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;
- (c) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute;
- (d) "Safeguards Document" means Agency document INFCIRC/66/Rev. 2;
- (e) "Specified equipment" and "Specified material" means any equipment or material which is especially designed or prepared for the processing, use or production of nuclear material. "Specified material" includes deuterium, heavy water and nuclear grade graphite;
- (f) "Specified information" means the information designated as such by the Government of the French Republic on the design, construction or operation of nuclear facilities or specified equipment or on the preparation, use or processing of nuclear material or specified material.

Undertakings by the Governments and the Agency

Section 2. The Government of the Republic of Korea undertakes that the following items shall not be used for the manufacture of nuclear weapons or to further any other military purpose or for the manufacture of any other nuclear explosive device:

- (a) Nuclear material and facilities, specified equipment and material supplied by the French Republic;
- (b) Nuclear facilities and specified equipment which are designed, constructed or operated on the basis of or by the use of specified information supplied by the French Republic;
- (c) Special fissionable or other nuclear material, including subsequent generations of special fissionable material which has been produced, processed or used on the basis of or by the use of any item referred to in Sections (a) and (b) above or any specified information supplied by the French Republic.

Section 3. The Government of the French Republic undertakes that any produced special fissionable material referred to in Section 2 which is returned to the French Republic shall not be used for the manufacture of nuclear weapons or to further any other military purpose or for the manufacture of any other nuclear explosive device.

Section 4. The Agency undertakes to apply its safeguards system to the items referred to in Sections 2 and 3, so as to ensure as far as it is able, that they are not used for the manufacture of nuclear weapons or to further any other military purpose or for the manufacture of any other nuclear explosive device.

Section 5. The Government of the Republic of Korea and the Government of the French Republic undertake to facilitate the application of safeguards and to co-operate with the Agency and each other to that end.

Inventories and notifications

Section 6.

- (a) The Government of the Republic of Korea and the Government of the French Republic shall jointly notify the Agency of:
 - (1) Any transfer from the French Republic to the Republic of Korea of nuclear material and facilities, specified equipment and material; and
 - (2) Any transfer from the Republic of Korea to the French Republic of nuclear material and facilities, specified equipment and material listed in the Main Part of the Inventory for the Republic of Korea, as referred to in Section 7(a).
- (b) Either the Government of the Republic of Korea or the Government of the French Republic, whichever is concerned, shall also thereafter notify the Agency of any other nuclear facilities which are required to be listed in an Inventory in accordance with Section 7(b) or (e).
- (c) Either the Government of the Republic of Korea or the Government of the French Republic, after consultation with the Republic of Korea, shall inform the Agency of any nuclear facilities and specified equipment in the Republic of Korea which are designed, constructed or operated on the basis of or by the use of specified information supplied by the French Republic.

Section 7. The Agency shall establish and maintain an Inventory with respect to each State, which shall be divided into three parts:

- (a) The Main Part of the Inventory with respect to the Republic of Korea shall list:
 - (1) Nuclear facilities, specified equipment and material supplied by the French Republic;
 - (2) Nuclear facilities and specified equipment in Korea which are designed, constructed or operated on the basis of or by the use of specified information supplied by the French Republic;
 - (3) Nuclear material supplied by the French Republic or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document;
 - (4) Special fissionable material produced in the Republic of Korea, referred to in Section 9, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
 - (5) Other nuclear material which is processed or used in or in connection with any of the items listed above, or any nuclear material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (b) The Subsidiary Part of the Inventory with respect to the Republic of Korea shall list:
 - (1) Any nuclear facility while it contains any specified equipment or material listed in the Main Part of the Inventory for the Republic of Korea; and
 - (2) Any nuclear facility while it contains, uses, fabricates or processes any nuclear material listed in the Main Part of the Inventory for the Republic of Korea.
- (c) The Inactive Part of the Inventory with respect to the Republic of Korea shall list any nuclear material which would normally be listed in the Main Part of the Inventory for the Republic of Korea but which is not so listed because:
 - (1) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (2) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (d) The Main Part of the Inventory with respect to the French Republic shall list:
 - (1) Special fissionable material produced in the Republic of Korea and transferred to France or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
 - (2) Special fissionable material produced in France under this Agreement and as described in Section 9, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.

- (e) The Subsidiary Part of the Inventory with respect to the French Republic shall list any nuclear facility while it is containing, using, fabricating or processing any nuclear material listed in the Main Part of the Inventory for the French Republic.
- (f) The Inactive Part of the Inventory with respect to the French Republic shall list any nuclear material which would normally be listed in the Main Part of the Inventory for the French Republic but which is not so listed because:
 - (1) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (2) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 8. The notification by the two Governments provided for in Section 6(a) shall normally be sent to the Agency not more than two weeks after the nuclear facility or material, specified equipment or material arrives in the Republic of Korea or the French Republic respectively, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. The notification provided for in Section 6(c) shall normally be made at as early a stage as possible. All notifications under Section 6 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material and/or the type and capacity of the specified equipment or nuclear facility involved, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear material, nuclear facilities or specified equipment.

Section 9. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the items described in Section 7(a), 7(b)(1) or 7(d). Upon receipt by the Agency of the notification, such produced material shall be listed in the Main Part of the Inventory, provided that any material so produced shall be deemed to be listed from the time it is produced. The Agency may verify the calculations of the amounts of such material; appropriate adjustment in the Inventory shall be made by agreement of the Agency and the Government concerned; pending final agreement of the Agency and the Government concerned, the Agency's calculations shall be used.

Section 10. The Government of the Republic of Korea shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear material required to be listed in the Main Part of its Inventory pursuant to Section 7(a)(5). Upon receipt by the Agency of the notification, such nuclear material shall be listed in the Main Part of the Inventory, provided that any material so processed or used shall be deemed to be listed from the time it is processed or used.

Section 11. When any item listed in the Main Part of the Inventory for the Republic of Korea is transferred to the French Republic the following change shall be made in the Inventories upon receipt of the item in the French Republic:

- (a) Special fissionable material described in Section 7(a)(4) shall be transferred from the Inventory for the Republic of Korea to the Main Part of the Inventory for the French Republic;
- (b) Other items shall be deleted from the Inventory for the Republic of Korea.

Section 12. The two Governments shall jointly notify the Agency of any transfer of any item listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such item may be transferred and shall thereupon be deleted from the Inventory, provided that arrangements have been made by the Agency to safeguard such item.

Section 13. Whenever either Government intends to transfer nuclear material or specified equipment and material listed in the Main Part of its Inventory, to a nuclear facility within its jurisdiction which is not yet listed in that Government's Inventory, any notification that will be required pursuant to Section 6(b) shall be made to the Agency before such transfer is effected. The Government may make the transfer to that nuclear facility only after the Agency has confirmed that it has made arrangements to safeguard the items in question.

Section 14. The notifications provided for in Sections 12 and 13 shall be sent to the Agency sufficiently in advance so as to enable the Agency to make any arrangements required by these Sections before the transfer is effected. The Agency shall take any necessary action promptly. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 8.

Section 15. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document. The two Governments and the Agency shall agree on the conditions for exemption or suspension of safeguards on other items.

Section 16. Nuclear material shall be deleted from the Inventory and Agency safeguards thereon shall be terminated as provided in paragraphs 26 and 27 of the Safeguards Document. Nuclear facilities, specified equipment and material listed in the Main Part of the Inventory shall be deleted from the Inventory and Agency safeguards thereon shall be terminated, when and as the Agency determines that such nuclear facilities, specified equipment or material have been consumed, are no longer usable for any nuclear activity relevant from the point of view of safeguards or have become practicably irrecoverable. The Agency shall also terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 11(b) and 12.

Safeguards procedures

Section 17. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 18. The safeguards procedures to be applied by the Agency to the items listed in the Inventories are those specified in the Safeguards Document as well as such additional procedures as result from technological developments, including containment and surveillance measures, as may be agreed between the Agency and the Government concerned. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to specified equipment and material. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 19. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. In the event of failure by the Government concerned to take fully corrective action within a reasonable time, the Board may take any other measures provided for in Article XII.C of the Statute. The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this Section.

Agency inspectors

Section 20. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any nuclear facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document in the French Republic and in the Republic of Korea shall be agreed between the Agency and the Government concerned before the nuclear facility or material is listed in the Inventory.

Section 21. The Governments of the Republic of Korea and of the French Republic shall apply the relevant provisions of the Agreement on the Privileges and Immunities to the Agency [3] to the Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Finance

Section 22. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

Section 23.

- (a) The Government of the Republic of Korea shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of the Republic of Korea.
- (b) The Government of the French Republic shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of the French Republic.

Settlement of disputes

Section 24. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

[3] INFCIRC/9/Rev. 2.

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the Secretary-General of the United Nations to appoint an arbitrator. The same procedure shall apply if within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the Secretary-General of the United Nations to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties shall be binding on all Parties. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

Section 25. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Sections 22 and 23, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

Amendment, modification, entry into force and duration

Section 26. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

Section 27. If either Government concludes with the Agency the Agreement referred to in Article III, paragraph 4 of the Treaty on the Non-Proliferation of Nuclear Weapons [2] or any similar agreement acceptable to the other Government, such agreement shall, so long as it remains in effect, suspend the application of safeguards under this Agreement, in so far as that Government is concerned.

Section 28. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

Section 29. This Agreement shall remain in force, subject to Section 30, until safeguards have been terminated on:

- (a) Nuclear material and facilities, specified equipment and material supplied by the French Republic;
- (b) Nuclear facilities and specified equipment which are designed, constructed or operated on the basis of or by the use of specified information supplied by the French Republic; and
- (c) Special fissionable or other nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used on the basis of or by the use of any item referred to in Sections (a) and (b) above or any specified information supplied by the French Republic.

Section 30. If after safeguards have been terminated pursuant to Section 29, the Republic of Korea decides to construct a nuclear facility on the basis of or by the use of specified information supplied by France, the present Agreement shall forthwith be reinstated.

DONE in Vienna, this 22nd day of September 1975, in triplicate, in the English and French languages, the two texts being equally authentic.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE FRENCH REPUBLIC:

(signed) Bertrand L. Goldschmidt

For the GOVERNMENT OF THE REPUBLIC OF KOREA

(signed) Pyo Wook Han