

No. 15014

**INTERNATIONAL ATOMIC ENERGY AGENCY,
FRANCE and PAKISTAN**

**Agreement for the application of safeguards. Signed at
Vienna on 18 March 1976**

Authentic texts: English and French.

*Registered by the International Atomic Energy Agency on 7 September
1976.*

**AGENCE INTERNATIONALE DE L'ÉNERGIE
ATOMIQUE, FRANCE et PAKISTAN**

**Accord relatif à l'application de garanties. Signé à Vienne
le 18 mars 1976**

Textes authentiques : anglais et français.

*Enregistré par l'Agence internationale de l'énergie atomique le 7 septem-
bre 1976.*

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the French Republic and the Government of the Islamic Republic of Pakistan have concluded an Agreement for the Construction of an Irradiated Fuel Reprocessing Plant in Pakistan (hereinafter referred to as “the Plant”) and for the supply of nuclear material, facilities, equipment and relevant technological information from the French Republic to the Islamic Republic of Pakistan within the framework of that Agreement;

WHEREAS the Agreement referred to above is intended exclusively for the development of the peaceful uses of nuclear energy;

WHEREAS the International Atomic Energy Agency (hereinafter referred to as “the Agency”) is authorized by its Statute² to apply safeguards, at the request of the parties, to any bilateral or multilateral arrangement;

WHEREAS the Government of the French Republic and the Government of the Islamic Republic of Pakistan have requested the Agency to apply safeguards to the Plant and with regard to other items transferred pursuant to the Agreement referred to above;

WHEREAS the Board of Governors of the Agency (hereinafter referred to as “the Board”) has acceded to that request on 24 February 1976;

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

DEFINITIONS

Article 1. For the purpose of this Agreement:

(a) “Co-operation Agreement” means the Agreement of 17 March 1976 between the Government of the French Republic and the Government of the Islamic Republic of Pakistan for the Construction of an Irradiated Fuel Reprocessing Plant, as may be amended;

(b) “Safeguards Document” means Agency document INF CIRC/66/Rev.2;

(c) “Inspectors Document” means the Annex to Agency document GC(V)/INF/39;

(d) “Nuclear material” means any source or special fissionable material as defined in Article XX of the Agency’s Statute;

(e) “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

¹ Came into force on 18 March 1976 by signature, in accordance with article 26.

² United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

(ii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;

(f) “Reprocessing facility” means any facility for the separation of irradiated nuclear material and fission products;

(g) “Specified equipment for reprocessing” means any equipment which is especially designed or prepared for the processing of irradiated nuclear material;

(h) “Relevant technological information” means information designated as such by the Government of the State from which this information is transferred pursuant to the Co-operation Agreement, on the design, construction or operation of a reprocessing facility or specified equipment for reprocessing, or on the preparation, use or processing of nuclear material, in all forms in which such information can be transferred, but excepting technological information available to the public.

UNDERTAKINGS BY THE GOVERNMENTS AND THE AGENCY

Article 2. The Government of the Islamic Republic of Pakistan undertakes that none of the following items shall be used for the manufacture of any nuclear weapon or to further any other military purpose or for the manufacture of any other nuclear explosive device:

- (a) The Plant;
- (b) Any nuclear material or specified equipment for reprocessing transferred from the French Republic to the Islamic Republic of Pakistan pursuant to the Co-operation Agreement;
- (c) Any other reprocessing facility or specified equipment for reprocessing which is designed, constructed or operated on the basis of or by the use of relevant technological information transferred from the French Republic;
- (d) 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 this Article or any relevant technological information transferred from the French Republic.

Article 3. The Agency undertakes to apply its safeguards system to the items referred to in Article 2 so as to ensure as far as it is able that no such item is used for the manufacture of any nuclear weapon or to further any other military purpose or for the manufacture of any other nuclear explosive device.

Article 4. The Government of the French Republic and the Government of the Islamic Republic of Pakistan undertake to facilitate the application of the safeguards provided for in this Agreement and to co-operate with the Agency and with each other to that end.

INVENTORIES AND NOTIFICATIONS

Article 5. (a) The Government of the French Republic and the Government of the Islamic Republic of Pakistan shall jointly notify the Agency of:

- (i) The construction of the Plant; and

(ii) Any transfer pursuant to the Co-operation Agreement from the French Republic to the Islamic Republic of Pakistan of nuclear material or specified equipment for reprocessing.

(b) The Government of the Islamic Republic of Pakistan shall thereafter notify the Agency of any other nuclear facility which is required to be listed in the Inventory in accordance with Article 6(b).

(c) Either the Government of the Islamic Republic of Pakistan or the Government of the French Republic, after consultation with the Government of the Islamic Republic of Pakistan, shall inform the Agency of any other reprocessing facility and specified equipment for reprocessing in the Islamic Republic of Pakistan which is designed, constructed or operated on the basis of or by the use of relevant technological information transferred from the French Republic. Without limiting the generality of the preceding sentence, any reprocessing facility using solvent extraction, or specified equipment for reprocessing designed, constructed or operated in the Islamic Republic of Pakistan within a period to be agreed upon between the Government of the French Republic and the Government of the Islamic Republic of Pakistan and to be communicated to the Agency, shall be deemed to be designed, constructed or operated on the basis of or by the use of relevant technological information transferred from the French Republic.

Article 6. 1. The Agency shall establish and maintain an Inventory with respect to the Islamic Republic of Pakistan, which shall be divided into three parts:

(a) The Main Part of the Inventory shall list:

- (i) The Plant and any specified equipment for reprocessing transferred from the French Republic pursuant to the Co-operation Agreement;
- (ii) Any other reprocessing facility and specified equipment for reprocessing in the Islamic Republic of Pakistan which is designed, constructed or operated on the basis of or by the use of relevant technological information transferred from the French Republic;
- (iii) Nuclear material transferred from the French Republic pursuant to the Co-operation Agreement or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document;
- (iv) Special fissionable material produced in the Islamic Republic of Pakistan, referred to in Article 8, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
- (v) 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 shall list:

- (i) Any nuclear facility while it contains any specified equipment for reprocessing listed in the Main Part of the Inventory; and
- (ii) Any nuclear facility while it contains, uses, fabricates or processes any nuclear material listed in the Main Part of the Inventory.

- (c) The Inactive Part of the Inventory shall list any nuclear material which would normally be listed in the Main Part of the Inventory but which is not so listed because:
- (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
2. The Agency shall send copies of the Inventory 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.

Article 7. The two Governments shall notify the Agency of the construction of the Plant in accordance with arrangements to be agreed upon by the Parties to this Agreement. The other notifications by the two Governments provided for in Article 5(a) shall normally be sent to the Agency not more than two weeks after the nuclear material or specified equipment for reprocessing arrives in the Islamic Republic of Pakistan, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirements but shall be reported to the Agency at intervals not exceeding three months. The notification provided for in Article 5(c) shall normally be made at as early a stage as possible. All notifications under Article 5 shall include, to the extent relevant, the nuclear and chemical composition, the physical form and the quantity of the material, the type and capacity of the specified equipment for reprocessing 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 any large quantity of nuclear material or specified equipment for reprocessing.

Article 8. The Government of the Islamic Republic of Pakistan shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material produced during the period covered by the report in or by the use of any of the items described in Article 6(a) or (b). Upon receipt by the Agency of the notification, such produced material shall be listed in the Main Part of the Inventory. The Agency may verify the calculations of the amounts of the said produced material. Appropriate adjustment in the Inventory shall be made by agreement of the Agency and the Government of the Islamic Republic of Pakistan and, pending final agreement of the Agency and that Government, the Agency's calculations shall be used.

Article 9. The Government of the Islamic Republic of Pakistan shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear material processed or used during the period covered by the report and accordingly required to be listed in the Main Part of the Inventory pursuant to Article 6(a)(v). Upon receipt by the Agency of the notification, such nuclear material shall be listed in the Main Part of the Inventory.

Article 10. (a) The two Governments shall jointly notify the Agency of any transfer to the French Republic of any item listed in the Main Part of the Inventory. Upon receipt in the French Republic such item shall be deleted from the Inventory.

(b) If special fissionable material referred to in Article 6(a)(iv) is to be transferred to the French Republic such transfer may take place only after the Agency has made arrangements to safeguard such material.

Article 11. 1. 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.

2. Relevant technological information transferred from the French Republic to the Islamic Republic of Pakistan may be transferred to a recipient which is not under the jurisdiction of either of the two Governments provided that arrangements have been made by the Agency to apply safeguards in connection with the use of such information.

Article 12. Whenever the Government of the Islamic Republic of Pakistan intends to transfer nuclear material or specified equipment for reprocessing listed in the Main Part of the Inventory to a nuclear facility within its jurisdiction which is not yet listed in the Inventory, any notification required pursuant to Article 5(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 item in question.

Article 13. The notifications provided for in Articles 10, 11 and 12 shall be sent to the Agency sufficiently in advance to enable the Agency to make any arrangements required by these Articles 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 Article 7.

Article 14. 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 Government of the Islamic Republic of Pakistan and the Agency shall agree on the conditions for exemption or suspension of safeguards on other items.

Article 15. 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. The Plant, any other reprocessing facility or specified equipment for reprocessing listed in the Main Part of the Inventory shall be deleted from the Inventory and safeguards thereon shall be terminated, after the Agency has determined that the item concerned is no longer usable for any nuclear activity relevant from the point of view of safeguards or has become practically irrecoverable. The Agency shall also terminate safeguards under this Agreement with respect to those items deleted from the Inventory as provided in Articles 10 and 11.

SAFEGUARDS PROCEDURES

Article 16. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Article 17. The safeguards procedures to be applied by the Agency to the items listed in the Inventory 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 of the Islamic Republic of Pakistan. The Agency shall make subsidiary arrangements with that Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to specified equipment for reprocessing. 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.

Article 18. 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 the present Article.

AGENCY INSPECTORS

Article 19. 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 shall be agreed between the Agency and the Government of the Islamic Republic of Pakistan before the nuclear facility or material is listed in the Inventory.

Article 20. The Government of the Islamic Republic of Pakistan shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency¹ to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

FINANCE

Article 21. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse the Government concerned 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.

Article 22. The Government of the Islamic Republic of Pakistan 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

¹ United Nations, *Treaty Series*, vol. 374, p. 147.

carrying out their functions under this Agreement as that protection applies to nationals of the Islamic Republic of Pakistan.

SETTLEMENT OF DISPUTES

Article 23. 1. 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 of the Parties concerned be submitted to an arbitral tribunal composed as follows:

- (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.

2. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of at least a majority. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedures, 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.

Article 24. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Articles 21 and 22, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

FINAL CLAUSES

Article 25. 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.

Article 26. 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.

Article 27. This Agreement shall remain in force until, in accordance with its provisions, safeguards have been terminated on all items referred to in Article 2.

Article 28. If, after this Agreement has ceased to be in force, a reprocessing facility or specified equipment for reprocessing is designed, constructed or operated in the Islamic Republic of Pakistan on the basis of or by the use of relevant technological information transferred from the French Republic, this Agreement shall forthwith be reinstated.

Article 29. The Government of the French Republic and the Government of the Islamic Republic of Pakistan shall jointly notify the Agency of any amendment to or modification of the Co-operation Agreement.

DONE in Vienna, this eighteenth day of March 1976, in triplicate in the English and French languages, the two texts being equally authentic.

For the International Atomic Energy Agency:

SIGVARD EKLUND

For the Government of the French Republic:

BERTRAND L. GOLDSCHMIDT

For the Government of the Islamic Republic of Pakistan:

ABDUL SATTAR