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**INTERNATIONAL ATOMIC ENERGY AGENCY
and
DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA**

Agreement for the application of safeguards to the research reactor facility (IRT). Signed at Vienna and at P'yongyang on 20 July 1977

Authentic texts: English and Korean.

Filed and recorded at the request of the International Atomic Energy Agency on 9 January 1978.

**AGENCE INTERNATIONALE DE L'ÉNERGIE
ATOMIQUE
et
RÉPUBLIQUE POPULAIRE DÉMOCRATIQUE
DE CORÉE**

Accord pour l'application de garanties au réacteur de recherche expérimental (IRT). Signé à Vienne et à Pyongyang le 20 juillet 1977

Textes authentiques : anglais et coréen.

Classé et inscrit au répertoire à la demande de l'Agence internationale de l'énergie atomique le 9 janvier 1978.

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA FOR THE APPLICATION OF SAFEGUARDS TO THE RESEARCH REACTOR FACILITY (IRT)

WHEREAS the International Atomic Energy Agency (hereinafter referred to as "the Agency") is authorized by its Statute² to apply safeguards at the request of a State to any of that State's activities in the field of atomic energy;

WHEREAS the Government of the Democratic People's Republic of Korea has requested the Agency to apply its safeguards system with regard to a reactor which the Government of the Democratic People's Republic of Korea has obtained from the Union of Soviet Socialist Republics (hereinafter referred to as "the Soviet Union") and to the nuclear material to be used in that reactor;

WHEREAS the Board of Governors of the Agency (hereinafter referred to as "the Board") has acceded to that request on 16 June 1977;

NOW, THEREFORE, the Agency and the Government of the Democratic People's Republic of Korea hereby agree as follows:

DEFINITIONS

Section 1. For the purpose of this Agreement:

(a) "Effective kilograms" means:

- (a) In the case of plutonium, its weight in kilograms;
- (b) In the case of uranium with an enrichment of 0.01 (1%) and above, its weight in kilograms multiplied by the square of its enrichment;
- (c) In the case of uranium with an enrichment below 0.01 (1%) and above 0.005 (0.5%), its weight in kilograms multiplied by 0.0001; and
- (d) In the case of depleted uranium with an enrichment of 0.005 (0.5%) or below, and in the case of thorium its weight in kilograms multiplied by 0.00005;

(b) "Inspectors Document" shall mean the Annex to Agency document GC(V)/INF/39;

(c) "Nuclear material" shall mean any source or special fissionable material as defined in Article XX of the Statute;

(d) "Nuclear facility" shall mean

- (1) 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
- (2) any location where nuclear material in amounts greater than one effective kilogram is customarily used;

(e) "Reactor Facility" shall mean the IRT research reactor in the Democratic People's Republic of Korea;

(f) "Safeguards Document" shall mean Agency document INFCIRC/66/Rev. 2.

¹ Came into force on 20 July 1977 by signature, in accordance with section 23.

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

UNDERTAKINGS BY THE GOVERNMENT OF THE DEMOCRATIC PEOPLE'S REPUBLIC
OF KOREA AND THE AGENCY

Section 2. The Government of the Democratic People's Republic of Korea 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 Reactor Facility;
- (b) nuclear material transferred into the jurisdiction of the Democratic People's Republic of Korea from the Soviet Union for use in the Reactor Facility;
- (c) special fissionable and other nuclear material, including subsequent generations of special fissionable material, which is being or has been produced, processed or used within the jurisdiction of the Democratic People's Republic of Korea in or by the use of the Reactor Facility or any nuclear material referred to in this Section.

Section 3. The Agency undertakes to apply its safeguards system to the items referred to in Section 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.

Section 4. The Government of the Democratic People's Republic of Korea undertakes to facilitate the application of the safeguards provided for in this Agreement and to co-operate with the Agency to that end.

INVENTORY

Section 5. The Agency shall establish and maintain an Inventory which shall be divided into three parts:

(a) Main Part:

- (1) The Reactor Facility;
- (2) Nuclear material transferred into the jurisdiction of the Democratic People's Republic of Korea from the Soviet Union for use in the Reactor Facility;
- (3) Nuclear material which is processed or used in or in connection with the Reactor Facility or any of the nuclear material listed in the Main Part of the Inventory;
- (4) Special fissionable material produced within the jurisdiction of the Democratic People's Republic of Korea in or by the use of the Reactor Facility or any nuclear material listed in the Main Part of the Inventory;
- (5) Nuclear material that has been substituted in accordance with paragraph 25 or 26(d) of the Safeguards Document for any nuclear material listed in (2) to (4) above;

(b) Subsidiary Part:

Any nuclear facility while it processes, contains, uses or fabricates any nuclear material listed in the Main Part of the Inventory;

(c) Inactive Part:

Nuclear material which has been exempted from safeguards and nuclear material with regard to which safeguards have been suspended pursuant to Section 11.

The Agency shall send copies of the Inventory to the Government of the Democratic People's Republic of Korea every twelve months and also at any other times specified

by the Government of the Democratic People's Republic of Korea in a request communicated to the Agency not less than two weeks in advance.

NOTIFICATIONS AND REPORTS

Section 6. (a) The Government of the Democratic People's Republic of Korea shall notify the Agency of any transfers into its jurisdiction of nuclear material supplied for the Reactor Facility within two weeks of the receipt of the nuclear material.

(b) Notification of transfers may also be submitted jointly by the Government of the Democratic People's Republic of Korea and the State supplying the nuclear material. The Agency may obtain information from that State in connection with the implementation of this Agreement.

(c) Notifications of transfers of nuclear materials in quantities not exceeding 0.1 effective kilograms may be submitted at quarterly intervals.

Section 7. The Government of the Democratic People's Republic of Korea shall notify the Agency, by means of reports in accordance with the Safeguards Document and the Subsidiary Arrangements provided for in Section 14, of any special fissionable material produced during the period covered by the report and required to be listed in the Inventory. Upon receipt by the Agency of the notification, such produced nuclear material shall be so listed. Appropriate adjustments in the amounts appearing in the Inventory may be made by agreement between the Government of the Democratic People's Republic of Korea and the Agency, but pending such agreement the results of the Agency's verification shall be used.

Section 8. The Government of the Democratic People's Republic of Korea shall inform the Agency of its intention to transfer nuclear material listed in the Main Part of the Inventory to any facility or location within its jurisdiction which is not listed in the Inventory, and shall provide to the Agency sufficient information to enable it to determine whether, and under what conditions, it can apply safeguards to the nuclear material after transfer to such a facility or location. The nuclear material shall not be transferred until all the necessary arrangements with the Agency to this end have been concluded.

Section 9. The Government of the Democratic People's Republic of Korea shall notify the Agency of any intended transfer of the Reactor Facility or major parts thereof or of nuclear material listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of the Government of the Democratic People's Republic of Korea. Such items 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 10. Notifications and reports made pursuant to Sections 6 to 9 shall specify, as provided for in the Subsidiary Arrangements, the nuclear and chemical composition, the physical form and the quantity of the nuclear material, the date of receipt, the location, the identification of the consignor and consignee and any other relevant information. In the case of a nuclear facility listed in the Subsidiary Part of the Inventory, the type and capacity of that facility and any other relevant information shall be notified.

EXEMPTION AND SUSPENSION

Section 11. The Agency shall exempt nuclear material from safeguards under the conditions specified in paragraph 21, 22 or 23, and shall suspend safeguards with regard to nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document. Upon such exemption or suspension the nuclear material affected shall be transferred from the Main Part to the Inactive Part of the Inventory.

TERMINATION

Section 12. The Agency shall terminate safeguards with respect to nuclear material under the conditions specified in paragraph 26(a), (c) and (d) or 27 of the Safeguards Document. Upon such termination the nuclear material affected shall be removed from the Inventory. The Reactor Facility shall be deleted from the Inventory and safeguards thereon shall be terminated after the Agency has determined that the Reactor Facility is no longer usable for any nuclear activity relevant from the point of view of safeguards.

SAFEGUARDS PROCEDURES

Section 13. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 to 14 of the Safeguards Document.

Section 14. The safeguards procedures to be applied by the Agency under this Agreement are those specified in the Safeguards Document as well as such additional procedures as result from technological development, including containment and surveillance measures, as may be agreed between the Agency and the Government of the Democratic People's Republic of Korea. The Agency shall make Subsidiary Arrangements with the Government of the Democratic People's Republic of Korea which shall specify in detail, to the extent necessary to permit the Agency to fulfil its responsibilities under this Agreement in an effective and efficient manner, how the procedures of this Agreement including the provisions of paragraph 50 of the Safeguards Document shall be applied. The Subsidiary Arrangements shall enter into force within three months of the entry into force of this Agreement.

AGENCY INSPECTORS

Section 15. The provisions of paragraphs 1 to 9 and 12 to 14 of the Inspectors Document shall apply to Agency inspectors performing functions pursuant to this Agreement. However, paragraph 4 of the Inspectors Document shall not apply in respect of any nuclear facility or nuclear material to which the Agency has access at all times.

Section 16. With respect to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement, the Government of the Democratic People's Republic of Korea shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency.¹

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

FINANCIAL PROVISIONS

Section 17. Expenses shall be borne as follows:

- (a) Subject to sub-section (b) below, the Government of the Democratic People's Republic of Korea and the Agency shall each bear any expenses incurred in the implementation of their responsibilities under this Agreement;
- (b) All special expenses incurred by the Government of the Democratic People's Republic of Korea or persons under its jurisdiction at the written request of the Agency, its inspectors or other officials shall be reimbursed by the Agency if the Government of the Democratic People's Republic of Korea notifies the Agency before the expenses are incurred that reimbursement will be required.

These provisions shall not prejudice the allocation of expenses which are reasonably attributable to a failure by either the Government of the Democratic People's Republic of Korea or the Agency to comply with this Agreement.

Section 18. The Government of the Democratic People's 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 functions under this Agreement, as that protection applies to nationals of the Democratic People's Republic of Korea.

NON-COMPLIANCE WITH THE PROVISIONS OF THE AGREEMENT

Section 19. If the Board determines, in accordance with Article XII. C of the Statute, that there has been any non-compliance with this Agreement, the Board shall call upon the Government of the Democratic People's Republic of Korea to remedy such non-compliance forthwith, and shall make such reports as the Board deems appropriate. In the event of failure by the Government of the Democratic People's Republic of Korea 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 the Government of the Democratic People's Republic of Korea in the event of any determination by the Board pursuant to this Section.

SETTLEMENT OF DISPUTES

Section 20. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or another procedure agreed to by the Government of the Democratic People's Republic of Korea and the Agency, shall on the request of either the Government of the Democratic People's Republic of Korea or the Agency be submitted to an arbitral tribunal composed as follows: The Government of the Democratic People's Republic of Korea and the Agency 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 the Government of the Democratic People's Republic of Korea or the Agency has not designated an arbitrator, the Government of the Democratic People's Republic of Korea and the Agency may request the President of the International Court of Justice 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. 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 Government of the Democratic People's Republic of Korea and the Agency, shall be binding on the Government of the Democratic People's Republic of Korea and the Agency. 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 21. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Sections 17 and 18, shall, if they so provide, be given effect immediately by the Government of the Democratic People's Republic of Korea and the Agency pending the final settlement of any dispute.

AMENDMENTS, ENTRY INTO FORCE AND DURATION

Section 22. The Government of the Democratic People's Republic of Korea and the Agency shall, at the request of either of them, consult about amending this Agreement. Amendments to this Agreement may be made only by mutual consent and in writing. If the Board decides to make any change in the Safeguards or the Inspectors Document, this Agreement shall be amended, if the Government of the Democratic People's Republic of Korea so requests, to take account of such change.

Section 23. This Agreement shall enter into force upon signature by or for the Director General of the Agency and the authorized representative of the Government of the Democratic People's Republic of Korea.

Section 24. This Agreement shall remain in force until, in accordance with its provisions, safeguards have been terminated on the Reactor Facility and all nuclear material referred to in Section 2.

DONE in duplicate in the English and Korean languages, the two texts being equally authentic.

For the International Atomic Energy Agency:

JOHN A. HALL
Vienna, 20 July 1977

For the Government of the Democratic People's Republic of Korea:

O SEN HO
P'yongyang, 20 July 1977
