

No. 20958

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
VIET NAM**

**Agreement for the application of safeguards to the Da Lat
research reactor. Signed at Vienna on 12 June 1981**

Authentic text: French.

Registered by the International Atomic Energy Agency on 24 March 1982.

**AGENCE INTERNATIONALE DE L'ÉNERGIE
ATOMIQUE
et
VIET NAM**

**Accord pour l'application de garanties au réacteur de re-
cherche de Da Lat. Signé à Vienne le 12 juin 1981**

Texte authentique : français.

Enregistré par l'Agence internationale de l'énergie atomique le 24 mars 1982.

[TRANSLATION¹ — TRADUCTION²]

AGREEMENT³ BETWEEN THE GOVERNMENT OF THE SOCIALIST
REPUBLIC OF VIET NAM AND THE INTERNATIONAL ATOMIC
ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS TO
THE DA LAT RESEARCH REACTOR

WHEREAS the International Atomic Energy Agency (hereinafter referred to as “the Agency”) is authorized by its Statute 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 Socialist Republic of Viet Nam (hereinafter referred to as “the Government of Viet Nam”) has requested the Agency to apply safeguards with regard to the nuclear research reactor at Da Lat and to the nuclear material to be supplied by the Union of Soviet Socialist Republics (hereinafter referred to as “the Soviet Union”) and to be used in that reactor;

WHEREAS the Board of Governors of the Agency (hereinafter referred to as “the Board”) acceded to that request on 12 June 1981;

Now therefore the Government of Viet Nam and the Agency hereby agree as follows:

DEFINITIONS

Section I. For the purposes of this Agreement:

(a) “Safeguards Document” means Agency document INFCIRC/66/Rev.2;

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

(c) “Agency recommendations for the physical protection of nuclear material” means the recommendations contained in Agency document INFCIRC/225/Rev.1 as updated from time to time;

(d) “The Nuclear Research Reactor” means the 500-kW research reactor installed at the Nuclear Research Institute in Da Lat;

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

(f) “Nuclear material” means source material or special fissionable material as defined in Article XX of the Statute of the Agency;⁴

(g) “Effective kilogram” means:

- (i) In the case of plutonium, its weight in kilograms;
- (ii) 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;

¹ Translation supplied by the International Atomic Energy Agency.

² Traduction fournie par l’Agence internationale de l’énergie atomique.

³ Came into force on 12 June 1981 by signature, in accordance with section 31.

⁴ United Nations, *Treaty Series*, vol. 276, p. 3.

- (iii) 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
- (iv) 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;

(h) "Supplied information" means information transferred by the Soviet Union in any form or manner and relating to the use in the Nuclear Research Reactor of nuclear material supplied by that State that can be used in the processing, use or production of nuclear material, except information freely available to the public;

(i) "Produced, processed or used" means any utilization or any alteration of the physical or chemical form or composition including any change of the isotopic composition of the nuclear material;

(j) "Major component" means any equipment supplied by the Soviet Union and necessary for the use of the nuclear material supplied by that State in the Nuclear Research Reactor or any equipment of the same type which is specially designed or prepared for the processing, use or production of nuclear material.

UNDERTAKINGS BY THE GOVERNMENT OF VIET NAM AND BY THE AGENCY

Section 2. The Government of Viet Nam 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 Nuclear Research Reactor;
- (b) Any nuclear material supplied by the Soviet Union and placed under the jurisdiction of the Socialist Republic of Viet Nam for use in the Nuclear Research Reactor;
- (c) Any nuclear material including subsequent generations of special fissionable material produced, processed or used under the jurisdiction of the Socialist Republic of Viet Nam in or by the use of the Nuclear Research Reactor or in or by the use of any other item referred to in this Section;
- (d) Any nuclear material produced, processed or used in the Socialist Republic of Viet Nam on the basis of supplied information;
- (e) Any other item required to be listed in the Inventory referred to in Section 8.

Section 3. The Agency undertakes to apply safeguards as provided for in this Agreement 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 Viet Nam, having requested the application of safeguards by the Agency, undertakes to facilitate their application and to co-operate with the Agency to that end.

Section 5. The Government of Viet Nam and the Agency shall hold consultations at any time at the request of either party to ensure the effective implementation of this Agreement; for this purpose each shall provide the other with such relevant information as the other may require.

SAFEGUARDS PRINCIPLES

Section 6. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 to 14 of the Safeguards Document.

SAFEGUARDS PROCEDURES AND SUBSIDIARY ARRANGEMENTS

Section 7. (a) The safeguards procedures to be applied by the Agency are those specified in the Safeguards Document and such additional procedures resulting from

technological developments as may be agreed upon between the Agency and the Government of Viet Nam.

(b) The Agency shall make Subsidiary Arrangements with the Government of Viet Nam concerning the implementation of safeguards procedures which shall specify, in detail, the measures required to permit the Agency to fulfil, in an effective and efficient manner, its responsibilities under this Agreement, including certain containment and surveillance measures which may be required for the effective application of safeguards. The Subsidiary Arrangements shall enter into force within three months of the entry into force of this Agreement, but in any event before any transfer of nuclear material or a major component of the Nuclear Research Reactor takes place.

(c) The Agency shall have the right to make the inspections referred to in paragraph 51 of the Safeguards Document.

INVENTORY AND LIST

Section 8. The Agency shall establish and maintain an Inventory which shall be divided into three parts. The following items shall be listed in the Inventory upon receipt of the relevant notification or report provided for in Sections 11 and 12:

(a) Main Part:

- (i) The Nuclear Research Reactor;
- (ii) Any nuclear material supplied by the Soviet Union and placed under the jurisdiction of the Socialist Republic of Viet Nam for use in the Nuclear Research Reactor;
- (iii) Any nuclear material including subsequent generations of special fissionable material produced, processed or used under the jurisdiction of the Socialist Republic of Viet Nam in or by the use of the Nuclear Research Reactor or in or by the use of any other item referred to in this Section;
- (iv) Any nuclear material produced, processed or used in the Socialist Republic of Viet Nam on the basis of supplied information;
- (v) Nuclear material that has been substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any nuclear material listed in (ii), (iii) and (iv) above.

(b) Subsidiary Part: Any nuclear facility not listed in the Main Part of the Inventory while it stores any nuclear material listed in the Main Part of the Inventory.

(c) Inactive Part: Any nuclear material which is not listed in the Main Part of the Inventory because:

- (i) It is exempt from safeguards pursuant to Section 18; or
- (ii) Safeguards thereon are suspended pursuant to Section 19.

Section 9. The Agency shall maintain a List containing a brief description of supplied information including any information which has been notified to it under Section 11 (b). Upon determination by the Government of Viet Nam and the Agency that any supplied information is no longer significant for any nuclear activity relevant from the point of view of the safeguards provided for in the present Agreement, the Agency shall delete it from the List.

Section 10. The Agency shall provide an up-to-date copy of the Inventory and the List to the Socialist Republic of Viet Nam every 12 months and at such other times as the Government of Viet Nam may specify by notice to the Agency given not less than two weeks in advance.

NOTIFICATION AND REPORTS

Section 11. (a) The Government of Viet Nam shall notify the Agency of any transfers by the Soviet Union into its jurisdiction of any major component or of nuclear material for use in the Nuclear Research Reactor. Such notifications shall be made within thirty days of the receipt of the major component or nuclear material in question.

(b) The Government of Viet Nam shall promptly notify the Agency of supplied information to be included in the List referred to in Section 9.

(c) The Government of Viet Nam shall notify the Agency, by means of reports in accordance with the Safeguards Document and the Subsidiary Arrangements referred to in Section 7, of any nuclear material produced, processed or used during the period covered by the reports and referred to in Section 8 (a) (iii) and (iv). Upon receipt by the Agency of the notification, such nuclear material shall be listed in the Main Part of the Inventory. The Agency may verify the calculations of the amounts of such nuclear material. Appropriate adjustments in the amounts appearing in the Inventory shall be made by agreement between the Government of Viet Nam and the Agency.

(d) The Government of Viet Nam shall promptly notify the Agency of any nuclear facility which is required to be listed in the Inventory.

Section 12. Notification of transfers may also be made jointly by the Socialist Republic of Viet Nam and the Soviet Union; information on transfers may also be supplied unilaterally by the latter State. The Agency may also request information from the Soviet Union in connection with transfers subject to Section 11 (a) and (b). The Agency may provide that State with information relating to the Inventory and List.

Section 13. The Agency shall, within thirty days of receiving a notification from the Government of Viet Nam pursuant to Section 11 or 12, inform the Government of Viet Nam that the items covered by the notification are listed in either the Inventory or the List, as the case may be.

TRANSFERS

Section 14. The Government of Viet Nam shall notify the Agency of its intention to transfer any item listed in the Main Part of the Inventory to any nuclear facility within its jurisdiction which is not listed in the Inventory, and shall provide to the Agency, before such transfer is effected, sufficient information to enable it to determine whether it can apply safeguards to the items after transfer to such a facility. The items shall not be transferred until all the necessary arrangements with the Agency to this end have been concluded.

Section 15. The Government of Viet Nam shall notify the Agency of any intended transfer of any item listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of the Government of Viet Nam. Such items shall not be so transferred until the Agency has informed the Government of Viet Nam that it has satisfied itself that Agency safeguards will apply with respect to such items. Upon receipt of the notification of transfer from the Government of Viet Nam and confirmation of receipt by the recipient country, the items in question shall be deleted from the Inventory.

Section 16. Supplied information shall not be transferred or otherwise made available outside the jurisdiction of the Socialist Republic of Viet Nam until the Agency has informed the Government of Viet Nam that it has satisfied itself that Agency safeguards will apply in connection with the use of such information.

Section 17. Notification made pursuant to Sections 11, 14 or 15 shall specify the nuclear and chemical composition, physical form, quantity, date of receipt or dispatch and location of the material, the identities of the consignor and consignee and all other

pertinent information. In the case of a nuclear facility listed in the Inventory, the type and capacity of that facility and any other pertinent information shall be notified.

EXEMPTION AND SUSPENSION OF SAFEGUARDS

Section 18. Nuclear material listed in the Main Part of the Inventory shall be exempted from safeguards under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document.

Section 19. The Agency shall suspend safeguards on nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document.

Section 20. Nuclear material which is exempted from safeguards pursuant to Section 18 and nuclear material on which safeguards have been suspended pursuant to Section 19 shall be deleted from the Main Part of the Inventory and shall be listed in the Inactive Part of the Inventory.

TERMINATION OF SAFEGUARDS

Section 21. The Agency shall terminate safeguards with respect to nuclear material under the conditions specified in paragraphs 26 and 27 of the Safeguards Document. Upon such termination the nuclear material affected shall be removed from the Inventory. The Nuclear Research Reactor and any other facility listed in the Inventory shall be deleted from the Inventory and safeguards thereon shall be terminated after the Agency has determined that the Nuclear Research Reactor or the facility is no longer usable for any nuclear activity relevant from the point of view of safeguards. The Agency shall, within thirty days of deleting an item from the Inventory pursuant to the terms of this Section, inform the Government of Viet Nam of the deletion.

AGENCY INSPECTORS

Section 22. The provisions of paragraphs 1 to 9 and 12 to 14, inclusive, 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 with regard to any nuclear facility or 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 before such a nuclear facility or such nuclear material is listed in the Inventory.

Section 23. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency¹ shall apply to the Agency, its inspectors and to any property of the Agency used by them in performing their functions under this Agreement.

PHYSICAL PROTECTION

Section 24. The Government of Viet Nam shall take all measures necessary for the physical protection of items required to be listed in the Inventory and shall be guided by the Agency's recommendations for the physical protection of nuclear material. The Government of Viet Nam and the Agency may consult each other with regard to physical protection.

FINANCIAL PROVISIONS

Section 25. Expenses shall be borne as follows:

(a) Subject to paragraph (b) of this Section, each party shall bear any expenses incurred in the implementation of its responsibilities under this Agreement.

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

(b) All special expenses incurred by the Government of Viet Nam or by 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 Viet Nam notifies the Agency before the expenses are incurred.

Nothing in this Section shall prejudice the allocation of expenses which are reasonably attributable to a failure by either party to comply with this Agreement.

Section 26. The Government of Viet Nam shall ensure that any protection against third party liability, including any insurance or other financial security, in respect of nuclear incidents occurring in nuclear facilities under its jurisdiction shall apply to the Agency and to its inspectors when carrying out their functions under this Agreement in the same way that that protection applies to nationals of the Socialist Republic of Viet Nam.

NON-COMPLIANCE

Section 27. (a) If the Board determines, in accordance with Article XII.C of the Statute of the Agency, that there has been any non-compliance with this Agreement, the Board shall call upon the Government of Viet Nam to remedy such non-compliance forthwith, and the Board may make such reports as it deems appropriate. In the event of failure by the Government of Viet Nam 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.

(b) The Agency shall promptly notify the Government of Viet Nam of any decision by the Board in connection with this Section.

SETTLEMENT OF DISPUTES

Section 28. 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 Viet Nam and the Agency shall, on the request of either the Government of Viet Nam or the Agency, be submitted to an arbitral tribunal composed as follows: the Government of Viet Nam 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 Viet Nam or the Agency has not designated an arbitrator, the Government of Viet Nam or the Agency 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. 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 Viet Nam and the Agency, shall be binding on the Government of Viet Nam 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 29. Decisions of the Board concerning the implementation of this Agreement except such as relate only to Sections 24, 25 and 26 shall, if they so provide, be given effect immediately by the parties, pending the final settlement of any dispute.

FINAL CLAUSES

Section 30. The parties shall, at the request of either of them, consult about amending this Agreement. If the Board decides to make any changes in the Safeguards Document or in the Inspectors Document, this Agreement shall be amended, if the parties so agree, to take account of such changes.

Section 31. This Agreement shall enter into force upon signature by the authorized representative of the Government of Viet Nam and by or for the Director General of the Agency. It shall remain in force until safeguards have been terminated, in accordance with its provisions, on all nuclear material including subsequent generations of special fissionable material produced subject to safeguards under this Agreement and all other items referred to in Section 2.

DONE in Vienna on the twelfth day of June 1981 in duplicate in the French language.

For the Government of the Socialist Republic of Viet Nam:
VO VAM SUNG

For the International Atomic Energy Agency:
SIGVARD EKLUND
