

No. 23388

**CHINA
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement on co-operation in the peaceful uses of nuclear
energy (with annex). Signed at Bonn on 9 May 1984**

Authentic texts: Chinese and German.

Registered by China on 12 June 1985.

**CHINE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord sur la coopération dans le domaine de l'utilisation
de l'énergie atomique à des fins pacifiques (avec annexe).
Signé à Bonn le 9 mai 1984**

Textes authentiques : chinois et allemand.

Enregistré par la Chine le 12 juin 1985.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA AND THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY ON CO-OPERATION IN THE PEACEFUL
USES OF NUCLEAR ENERGY

The Government of the People's Republic of China and the Government of the Federal Republic of Germany,

Based on the ties of friendship existing between the two countries,

Considering the common interest of both Parties in the development of peaceful uses of nuclear energy,

On the basis of the Agreement of 9 October 1978 between the Government of the Federal Republic of Germany and the Government of the People's Republic of China concerning scientific and technological co-operation²

Bearing in mind that the Federal Republic of Germany is a party to the Treaty on the Non-Proliferation of Nuclear Weapons³ and a member of the International Atomic Energy Agency,

Bearing in mind that the People's Republic of China is a nuclear-weapon State and a member of the International Atomic Energy Agency,

Wishing to extend and enhance co-operation in the peaceful uses of nuclear energy,

Have agreed as follows:

Article 1. 1. The Contracting Parties shall, on the basis of equality and mutual benefit and in accordance with the relevant current domestic legislation and other regulations of each Party, promote co-operation in the peaceful uses of nuclear energy between the People's Republic of China and the Federal Republic of Germany in the following areas:

- (1) Scientific research and technological development relating to nuclear energy;
- (2) Nuclear energy technology;
- (3) The safety of nuclear installations and radiation protection;
- (4) Design, construction and operation of nuclear power plants and research installations;
- (5) Other domains of common interest.

2. The nature and scope of such co-operation and the specific measures and funding arrangements necessary for it to take place shall form the subject of special agreements to be concluded between the Contracting Parties or, with their consent, other agencies in their territory.

Article 2. Co-operation between the Contracting Parties may include the following:

1. Exchanges of scientific and technological personnel such as reciprocal visits by scientists and engineers, seminars, and exchanges of delegations and expert groups;

¹ Came into force on 9 May 1984 by signature, in accordance with article 10 (1).

² United Nations, *Treaty Series*, vol. 1166, p. 249.

³ *Ibid.*, vol. 729, p. 161.

2. Participation by scientists and engineers of one Party in research and development work in the other Party;
3. Reciprocal (or unilateral) provision of advisory and other technical services;
4. Combined research and joint design;
5. Exchanges of scientific information and literature;
6. Other forms of co-operation agreed between the Parties.

Article 3. 1. Co-operation under this Agreement shall serve the objective of the peaceful uses of nuclear energy exclusively. No nuclear material, nuclear equipment, substances and devices intended specifically for the manufacture or use of nuclear materials or related technological information which is supplied within the framework of co-operation on the basis of this Agreement or obtained pursuant to such co-operation shall be used to bring about the creation of a nuclear explosive device.

2. Nuclear material, nuclear equipment, substances and devices intended specifically for the manufacture or use of nuclear materials and related technological information which is supplied within the framework of co-operation on the basis of this Agreement or obtained pursuant to such co-operation may be transferred to a third country only after prior consultation between the Parties and with the unanimous consent of both. Moreover, the Parties shall, upon transferring the aforementioned items, ensure that the third country complies with the following stipulations: exclusively peaceful use not leading to the creation of any nuclear explosive device, and acceptance of International Atomic Energy Agency safeguards; without the unanimous consent of both Parties to this Agreement, the third country must not transfer [any such items] to another State. Where the third country or other State is a member of the European Community and one Party has notified the other of such onward transfer beforehand, the unanimous consent of the Parties shall be deemed to have been secured. Commercial and patent-right provisions shall not be affected.

3. The Contracting Parties guarantee to apply physical safeguards within their respective territory to the items referred to in paragraph 2 above in conformity with the standards laid down in the annex, and to present the unauthorized handling or use of such items. If such items are transferred to a third country, each Party must secure from that country an agreement guaranteeing that it too will apply the corresponding physical safeguards.

Article 4. 1. Exchanges of information shall take place between the Contracting Parties or agencies designated by them. If one Party or an agency designated by that Party does not provide notification before or at the time of exchange that the information should not be made available or is for restricted distribution, the other Party or an agency designated by that Party may make the information received available to another agency within its territory.

2. Each Party guarantees that, without the written consent of the other Party, information exchanged or obtained through joint research and development shall not be published or made available to third parties not authorized to receive such information under this Agreement or pursuant to a special agreement concluded in accordance with article 1, paragraph 2 thereof.

3. The Parties shall actively seek to inform their partners in co-operation as to the reliability and applicability of information exchanged. The fact that the Parties may from time to time proceed to exchange information within the framework of this Agreement shall not constitute any undertaking by the Parties in respect of the accuracy or applicability of such information.

4. The disclosure of any information of commercial value shall be regulated by special agreements concluded in accordance with article 1, paragraph 2, above.

5. The provisions of this article shall not apply to information which by virtue of a third party's rights or an agreement concluded with a third party must not be disclosed, nor to official secrets, in respect of which the competent authorities of the Party concerned have not given prior consent and arrived at agreement on a procedure for disclosure.

Article 5. In order to promote co-operation under this Agreement and the special agreements concluded in accordance with article 1, paragraph 2, thereof, the Contracting Parties shall set up a Joint Committee comprising representatives designated by the two Parties. The Committee may meet when necessary at the request of either Party to consider the progress and results of co-operation under this Agreement, discuss supplementary co-operative measures, and when necessary formulate work programmes the duration of which shall be governed by the circumstances.

Article 6. The Contracting Parties shall on the basis of equality and mutual benefit bring about the requisite conditions for the fruits of their scientific and technological co-operation to be applied in economic and industrial co-operation [between them] in the domain of the peaceful uses of nuclear energy.

Article 7. 1. The Contracting Parties shall, within the limits of their respective domestic legislation and other regulations in force, provide personnel and members of their families exchanged under this Agreement with all possible aid and assistance upon their arrival and departure and in the issuance of visas and residence permits. The import and export of articles for household and official use and exemption from the payment of taxes and levies.

2. The relevant questions of detail and arrangements for handling materials and equipment imported and exported pursuant to the objectives of co-operation under this Agreement shall be dealt with in special agreements to be concluded in accordance with article 1, paragraph 2, thereof.

Article 8. The obligations assumed by the Contracting Parties under the international agreements to which they are respectively party, including those of the Federal Republic of Germany under the treaties establishing the European Economic Community and the European Atomic Energy Community, shall be unaffected. However, the Parties shall prevent such obligations from affecting the normal execution of this Agreement.

Article 9. In keeping with the current situation, this Agreement shall also apply to Berlin (West).

Article 10. 1. This Agreement shall enter into force on the date of its signature.

2. This Agreement shall be valid for a period of 15 years. It shall automatically be extended for further periods of five years each if, one year before the expiry of such period, neither Party has given the other written notice of its wish not to extend the Agreement.

3. The terms of validity of special agreements concluded in accordance with article 1, paragraph 2, of this Agreement shall not be affected by the expiry of this Agreement. If this Agreement ceases to have effect, the relevant provisions thereof shall continue to apply for such time as is necessary to enable special agreements concluded in accordance with article 1, paragraph 2, of this Agreement to be carried out or other co-operative ventures begun on the basis of this Agreement to be brought to completion. The provisions of this Agreement relating to the handling of articles made available during co-operation or obtained in consequence thereof shall not be affected by the termination of this Agreement.

4. Amendments to this Agreement, if necessary, may be agreed upon between the Parties at any time and shall take effect as of the date of the corresponding exchange of notes.

DONE at Bonn, on 9 May 1984, in duplicate, each copy in the Chinese and German languages, both texts being equally authentic.

For the Government
of the People's Republic of China:

[LI PENG]

[ZHOU PING]

For the Government
of the Federal Republic of Germany:

[HANS-DIETRICH GENSCHER]

[HEINZ RIESENHUBER]

ANNEX TO ARTICLE 3, PARAGRAPH 3

The standards of physical protection to be ensured by the competent national authorities in the use, storage and transport of the materials listed in the attached table shall as a minimum include the following features:

Category III

Use and storage in an area to which entry is controlled. During transport, special precautions are to be taken, including prior arrangements among sender, recipient and carrier; in the case of international transport, the States concerned must previously agree on the time, place and procedure for transferring transport responsibility.

Category II

Use and storage in a protected area, entry to which is subject to controls, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent standard of physical protection. During transport, special precautions are to be taken, including prior arrangements among sender, recipient and carrier; in the case of international transport, the States concerned must previously agree on the time, place and procedure for transferring transport responsibility.

Category I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e. a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transport under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

The Government of the People's Republic of China and the Government of the Federal Republic of Germany shall designate their respective agencies or authorities having responsibility for ensuring that levels of protection are adequately met and having responsibility for internally coordinating response/recovery operations in the event of unauthorized use or handling of protected materials. The Government of the People's Republic of China and the Government of the Federal Republic of Germany shall also designate points of contact within their respective authorities to co-operate on matters of international transport and other matters of mutual concern.

TABLE. CATEGORIZATION OF NUCLEAR MATERIAL

Material	Form	Category		
		I	II	III
1. Plutonium ^a	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less ^c
2. Uranium-235	Unirradiated ^b			
	—uranium enriched to 20% U-235 or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less ^c
	—uranium enriched to 10 % U-235 but less than 20%	—	10 kg or more	Less than 10 kg ^c
	—uranium enriched above natural, but less than 10% U-235 ^d	—	—	10 kg or more
3. Uranium-233	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less
4. Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content) ^{e, f}	

^a All plutonium other than that in which the Pu-238 isotope content exceeds 80%.

^b Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one metre unshielded.

^c Less than a radiologically significant quantity should be exempted.

^d Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

^e Although this level of protection is recommended, the Parties may, in the light of their respective national circumstances, assign a different category of physical protection.

^f Other fuel which by virtue of its original fissile material content is classified as Category I or II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.