

No. 25151

FEDERAL REPUBLIC OF GERMANY
and
REPUBLIC OF KOREA

Agreement for co-operation in the peaceful uses of nuclear energy (with annex). Signed at Bonn on 11 April 1986

Authentic texts: German, Korean and English.

Registered by the Federal Republic of Germany on 24 July 1987.

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
RÉPUBLIQUE DE CORÉE

Accord de coopération relatif à l'utilisation de l'énergie nucléaire à des fins pacifiques (avec annexe). Signé à Bonn le 11 avril 1986

Textes authentiques : allemand, coréen et anglais.

Enregistré par la République fédérale d'Allemagne le 24 juillet 1987.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR CO-OPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY

The Government of the Federal Republic of Germany and the Government of the Republic of Korea (hereinafter referred to as “the Contracting Parties”),

Conscious of the many benefits from co-operation in the peaceful uses of nuclear energy,

Having regard to the common interest in promoting the peaceful uses of nuclear energy through scientific and technical co-operation between research institutions and enterprises of both States,

Recognizing that the Contracting Parties are parties to the Treaty on the Non-Proliferation of Nuclear Weapons² and members of the International Atomic Energy Agency (hereinafter referred to as “the IAEA”) and that both Contracting Parties have also concluded with the IAEA the prescribed agreements for the application of safeguards,³

Noting that the Federal Republic of Germany is a party to the Treaty establishing the European Atomic Energy Community,⁴

Have agreed as follows:

Article 1. 1. The Contracting Parties shall promote co-operation in the peaceful uses of nuclear energy, including, *inter alia*, the following areas:

- (a) Planning, construction and operation of nuclear power plants as well as other nuclear facilities and research establishments in the territory of the Contracting Parties;
- (b) Safety of nuclear facilities and radiation protection;
- (c) Scientific and technological research and development;
- (d) Training of scientific and technical personnel;
- (e) Use of nuclear energy for purposes other than the generation of electricity, in particular its utilization in medicine, biology and agriculture.

2. The substance, scope and implementation of the above-mentioned co-operation shall in each case be agreed upon in specific arrangements between the Contracting Parties or the institutions designated by them.

¹ Came into force on 11 April 1986 by signature, in accordance with article 14 (1).

² United Nations, *Treaty Series*, vol. 729, p. 161.

³ See “Agreement between the International Atomic Energy Agency, the Republic of Korea and the United States of America”, United Nations, *Treaty Series*, vol. 637, p. 123; “Agreement between the International Atomic Energy Agency, France and the Republic of Korea”, United Nations, *Treaty Series*, vol. 996, p. 219; “Agreement between the International Atomic Energy Agency, Brazil and the Federal Republic of Germany”, United Nations, *Treaty Series*, vol. 1022, p. 299; “Agreement between the International Atomic Energy Agency and the Republic of Korea”, United Nations, *Treaty Series*, vol. 1022, p. 421, and “Agreement between Spain, the Federal Republic of Germany and the International Atomic Energy Agency”, United Nations, *Treaty Series*, vol. 1312, p. 215.

⁴ United Nations, *Treaty Series*, vol. 298, p. 167 (English translation); vol. 294, p. 259 (authentic French text); vol. 295, p. 259 (authentic German text); vol. 296, p. 259 (authentic Italian text); vol. 297, p. 259 (authentic Dutch text); see also vol. 1376, p. 138 (authentic Danish text); vol. 1377, p. 6 (authentic English text); vol. 1378, p. 6 (authentic Irish text); vol. 1383, p. 6 (authentic Greek text); vol. 1452, p. 306 (authentic Portuguese text); and vol. 1453, p. 332 (authentic Spanish text).

Article 2. 1. The Contracting Parties shall endeavour to facilitate co-operation by means of:

- (a) Exchange of information related to research and development, health and safety, equipment and facilities, including the supply of designs, drawings and specifications;
- (b) Exchange of scientists and other research personnel;
- (c) Implementation of joint or co-ordinated research and development projects;
- (d) Transfer of material, nuclear material, equipment, facilities and technology for the planning, construction and operation of nuclear power plants as well as other nuclear facilities and research establishments.

2. The specific arrangements referred to in paragraph 2 of Article 1 shall determine the parties entitled to have access to the results of the joint research and development projects.

Article 3. The distribution of the costs resulting from the exchange of scientists and other research personnel and from co-operation in the implementation of joint or co-ordinated research and development projects shall in each case be determined in the specific arrangements concerned.

Article 4. In order to promote the implementation of this Agreement and specific arrangements thereunder, the competent representatives of the Contracting Parties shall meet, when appropriate, to inform each other of the progress of the joint or co-ordinated research and development projects of common interest and to consult on measures that may be necessary. Groups of experts may be appointed to consider specific issues.

Article 5. 1. The exchange of information may take place either between the Contracting Parties or between the institutions designated by them, including in particular research institutes, specialized documentation centres and technical libraries.

2. The Contracting Parties or the institutions designated by them may transmit the information obtained to public institutions or to non-profit institutions or corporations supported by public authorities. Each Contracting Party or institution designated by it may limit or preclude such transmission by its decision to that effect before or at the time of the exchange.

3. Each Contracting Party shall ensure that the recipients entitled to information under this Agreement or specific arrangements thereunder do not transmit such information to institutions or persons not authorized pursuant to this Agreement or specific arrangements thereunder to receive such information.

Article 6. 1. This Agreement shall not apply to:

- (a) Information originating with third parties which may not be transmitted by the Contracting Parties or by the institutions designated by them;
- (b) Information, proprietary rights or industrial property rights which may not be communicated or transmitted by virtue of arrangements concluded with third parties;
- (c) Government-classified information, unless prior approval of the transmission of such information is granted by the competent authorities of the respective

Contracting Party. The handling of such information shall be governed by a specific arrangement concerning the prerequisites and procedures for transmission.

2. The transmission of information of commercial value and the conditions for such transmission shall be determined by specific arrangements.

Article 7. 1. The transmission of information and the provision of material and equipment under this Agreement or specific arrangements thereunder shall not constitute any ground for liability on the part of the Contracting Party concerned as regards the correctness of the information transmitted or the aptness of the items provided for a particular application, unless specifically agreed upon.

2. Where appropriate, specific arrangements may make provision for liability in respect of damage occurring as a result of acts or omissions by either Contracting Party in connection with co-operation under this Agreement or specific arrangements thereunder.

Article 8. 1. The Contracting Parties declare that their co-operation relating to the peaceful uses of nuclear energy will not contribute to the proliferation of nuclear explosive devices.

2. No material, nuclear material, equipment or information transferred under this Agreement, nor any subsequent generation of special fissionable material, nor any other material produced, processed or utilized in conjunction with or through the use of any items transferred, shall be used in such a way as to result in a nuclear explosive device.

3. Nuclear material transferred under this Agreement and nuclear material used in conjunction with or produced through the use of material, nuclear material, equipment or information so transferred, shall be subject to safeguards as specified in an agreement with the IAEA in force for the receiving Contracting Party for the application of safeguards in accordance with paragraphs 1 and 4 of article III of the Treaty on the Non-Proliferation of Nuclear Weapons.

4. To the extent that such IAEA safeguards cannot be implemented, the Contracting Parties undertake to agree at the earliest possible date on a system of safeguards equivalent in scope and effect to the above-mentioned system. Such safeguards shall remain effective if and when nuclear material is located in the territory of the receiving Contracting Party in respect of which it assumes the obligations existing under this Article.

Article 9. 1. Any material, nuclear material, equipment or information in respect of which the receiving Contracting Party is under the obligation existing pursuant to paragraph 2 of Article 8 may not be transferred to third States unless those States enter into the same obligations as are stipulated in Articles 8 to 10 of this Agreement and have concluded a safeguards agreement with the IAEA with regard to the transferred items. The Contracting Parties shall consult each other on this matter.

2. Any such transfer to third States of uranium enriched with uranium 235 to more than 20%, uranium-233 or plutonium, including all subsequent generations of fissionable material derived therefrom, irradiated fuel elements, and heavy water, shall be subject to the agreement of the Contracting Parties. Such agreement shall be deemed to exist in the event of transfer to member States of the European Community.

Article 10. Each Contracting Party shall, within its own territory, guarantee the physical protection of nuclear material and facilities in accordance with the physical protection levels laid down in detail in the Annex in order to prevent unauthorized handling or use, and, in the event of transfer to third States, shall ensure through agreement with those States that appropriate physical protection is also guaranteed there.

Article 11. In accordance with the laws and regulations in force in their respective territories, the Contracting Parties shall grant to scientists and other research personnel to be exchanged under this Agreement visas, residence permits and work permits required in connection with the execution of their task and grant all possible facilities and assistance regarding duties and other public charges in connection with the importation and exportation of articles transferred for the purposes of co-operation under this Agreement.

Article 12. 1. Any disputes concerning the interpretation or application of this Agreement and specific arrangements thereunder shall, as far as possible, be settled by consultation between the Contracting Parties.

2. If a dispute cannot thus be settled, either Contracting Party may request that the dispute be submitted to an arbitral tribunal for its decision. Such arbitral tribunal shall be constituted ad hoc by mutual agreement between the Contracting Parties.

Article 13. This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Republic of Korea within three months of the date of entry into force of this Agreement.

Article 14. 1. This Agreement shall enter into force on the date of signature thereof.

2. This Agreement shall remain in force for a period of ten years and shall subsequently be extended for successive periods of five years unless an extension is excluded by a note to that effect from either Contracting Party at least six months prior to the expiry of any such period. The duration of specific arrangements or other arrangements shall not be affected by the termination of this Agreement. In the event that this Agreement ceases to have effect, its relevant provisions shall remain in force for the period and to the extent necessary for the implementation of specific arrangements concluded under this Agreement.

3. The provisions of Articles 8 to 10 of this Agreement shall remain in force as long as the relevant nuclear material is present in the territory of the Contracting Party concerned.

4. Any amendment to this Agreement shall be agreed upon between the Contracting Parties and shall come into effect by exchange of notes.

DONE at Bonn this 11th day of April 1986, in duplicate in the German, Korean and English languages, all three texts being authentic. In case of divergent interpretations of the German and Korean texts, the English text shall prevail.

For the Government
of the Federal Republic of Germany:

[Signed — Signé]¹

[Signed — Signé]²

For the Government
of the Republic of Korea:

[Signed — Signé]³

[Signed — Signé]⁴

ANNEX

AGREED LEVELS OF PHYSICAL PROTECTION

The levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows:

Category III

Use and storage within an area to which access is controlled. Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between States in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, 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 level of physical protection. Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between States in case of international transport, specifying time, place and procedures 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.

Transportation 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.

¹ Signed by Hans-Dietrich Genscher — Signé par Hans-Dietrich Genscher.

² Signed by Heinz Riesenhuber — Signé par Heinz Riesenhuber.

³ Signed by Won-Kyung Lee — Signé par Won-Kyung Lee.

⁴ Signed by Dr. Hak Ze Chon — Signé par Dr. Hak Ze Chon.

The Contracting Parties shall identify those 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 Contracting Parties shall designate points of contact within their national authorities to co-operate on matters of out-of-country transportation and other matters of mutual concern.

<i>Material</i>	<i>Form</i>	<i>Category I</i>	<i>Category II</i>	<i>Category III</i>
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)	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less ^(c)
	–uranium enriched to 20% ²³⁵ U or more			
	–uranium enriched to 10% ²³⁵ U but less than 20%			
	–uranium enriched above natural, but less than 10% ²³⁵ U ^(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 except that with isotopic concentration exceeding 80% in plutonium-238.

^(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, it would be open to the Contracting Parties, upon evaluation of the specific circumstances, to 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 when the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.