

No. 26333

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
CHILE**

**Agreement for the application of safeguards to nuclear  
material supplied from the People's Republic of China.  
Signed at Vienna on 18 September 1987**

*Authentic text: Spanish.*

*Registered by the International Atomic Energy Agency on 28 November  
1988.*

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**AGENCE INTERNATIONALE DE L'ÉNERGIE  
ATOMIQUE  
et  
CHILI**

**Accord pour l'application de garanties aux matières nu-  
cléaires fournies par la République populaire de Chine.  
Signé à Vienne le 18 septembre 1987**

*Texte authentique : espagnol.*

*Enregistré par l'Agence internationale de l'énergie atomique le 28 no-  
vembre 1988.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]AGREEMENT<sup>3</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS TO NUCLEAR MATERIAL SUPPLIED FROM THE PEOPLE'S REPUBLIC OF CHINA

Whereas the Government of the Republic of Chile has made arrangements for the supply of nuclear material in the form of UF<sub>6</sub>, enriched to 20% in the isotope U-235, from the People's Republic of China for fabrication of MRT-type fuel elements for Lo Aguirre research reactor;

Whereas the Government of the Republic of Chile has requested the International Atomic Energy Agency to apply its safeguards system in connection with the above-mentioned nuclear material;

Whereas the International Atomic Energy Agency is authorized by its Statute<sup>4</sup> to apply safeguards, at the request of a State, to any of that State's activities in the field of atomic energy;

Whereas the Board of Governors of the International Atomic Energy Agency has acceded to the request of the Government of the Republic of Chile on 16 September 1987;

Now, therefore, the Government of the Republic of Chile and the International Atomic Energy Agency have agreed as follows:

## PART I

## DEFINITIONS

*Section 1.* For the purpose of this Agreement:

(a) "Government" means the Government of the Republic of Chile.

(b) "China" means the People's Republic of China.

(c) "Agency" means the International Atomic Energy Agency.

(d) "Board" means the Board of Governors of the Agency.

(e) "Statute" means the Statute of the Agency.

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

(g) "Inspectors Document" means the Annex to Agency document GC(V)INF/39.

(h) "Inventory" means the list of items to be prepared by the Agency in accordance with Section 8.

<sup>1</sup> Translation supplied by the International Atomic Energy Agency.

<sup>2</sup> Traduction fournie par l'Agence internationale de l'énergie atomique.

<sup>3</sup> Came into force on 18 September 1987 by signature, in accordance with section 32.

<sup>4</sup> United Nations, *Treaty Series*, vol. 276, p. 3.

(i) "Nuclear material" means any source material or special fissionable material as defined in Article XX of the Statute.

(j) "Nuclear facility" means:

- (i) A principal nuclear facility as defined in paragraph 78 of the Safeguards Document as well as a critical facility; or
- (ii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used or stored.

(k) "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 involved.

(l) "Agreement on the Privileges and Immunities of the Agency"<sup>1</sup> means the agreement which was approved by the Board on 1 July 1959 the text of which was published in Agency document INFCIRC/9/Rev.2.

## PART II

### UNDERTAKINGS BY THE GOVERNMENT AND THE AGENCY

*Section 2.* The Government 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) Nuclear material in the form of UF<sub>6</sub>, enriched to 20% in the isotope U-235, transferred to the Republic of Chile from China for the fabrication of MTR-type fuel elements for Lo Aguirre research reactor;
- (b) Any nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used in any of the nuclear facilities in which the nuclear material referred to in (a) is used;
- (c) Any other items while required to be listed in the Inventory.

*Section 3.* The Agency undertakes to apply its safeguards system in accordance with the terms of this Agreement to all items referred to in Section 2 so as to ensure 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 undertakes to accept safeguards, to facilitate their application and to co-operate with the Agency to that end. The Government and the Agency shall consult at any time at the request of either Party to ensure the effective implementation of this Agreement.

## PART III

### GENERAL SAFEGUARDS PRINCIPLES

*Section 5.* In applying safeguards, the Agency shall observe the general principles set forth in paragraphs 9 to 14 of the Safeguards Document.

<sup>1</sup> United Nations, *Treaty Series*, vol. 374, p. 147.

## PART IV

## SAFEGUARDS PROCEDURES AND SUBSIDIARY ARRANGEMENTS

*Section 6. (a)* The procedures to be followed by the Agency in applying safeguards to the items listed in the Inventory shall be those specified in the Safeguards Document.

*(b)* To that end the Government and the Agency shall make Subsidiary Arrangements concerning the implementation of such procedures, which shall specify in detail, to the extent necessary for the Agency to be able to fulfil its obligations in an effective manner, the way in which the procedures set forth in this Agreement are to be applied. The Subsidiary Arrangements shall further include any containment and surveillance measures that may be required for the effective application of safeguards. There may also be included other additional procedures resulting from technological developments of proven reliability. The Government and the Agency shall do everything they can to ensure that the Subsidiary Arrangements enter into force as soon as possible and in time to enable the Agency to fulfil the obligations devolving upon it under this Agreement.

*(c)* 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 paragraph 51 thereof. The Subsidiary Arrangements shall specify the scope of the information and the number of such inspections.

## PART V

## INVENTORY

*Section 7.* The Agency shall establish and maintain an Inventory in accordance with Section 8 of this Agreement.

*Section 8.* The following items shall be listed in the Parts of the Inventory specified below:

*(a)* In the Main Part:

- (i)* Nuclear material in the form of  $UF_6$ , enriched to 20% in the isotope U-235, transferred to the Republic of Chile from China for fabrication of MTR-type fuel elements for Lo Aguirre research reactor;
- (ii)* Any nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used in any of the nuclear facilities listed in the Inventory, from the time when it is produced, processed or used;
- (iii)* Any nuclear material that has been substituted, in accordance with paragraph 25 or paragraph 26(d) of the Safeguards Document, for any nuclear material referred to in (i) or (ii) above.

*(b)* In the Subsidiary Part: Any nuclear facility while containing nuclear material listed in the Main Part of the Inventory.

*(c)* In the Inactive Part: Any nuclear material which should normally be listed in the Main Part of the Inventory but which is not so listed because:

- (i)* It is exempt from safeguards pursuant to paragraph 21, 22 or 23 of the Safeguards Document; or

- (ii) Safeguards thereon are suspended pursuant to paragraph 24 or 25 of the Safeguards Document.

*Section 9.* The Agency shall send a copy of the Inventory to the Government every 12 months, and also at other times specified by the Government in a request communicated to the Agency at least two weeks in advance.

#### NOTIFICATIONS AND REPORTS

*Section 10.* The Government shall notify the Agency of:

- (a) Any transfers into its jurisdiction of nuclear material in the form of UF<sub>6</sub>, enriched to 20% in the isotope U-235, from China for the fabrication of MTR-type fuel elements;
- (b) Any nuclear facility required to be listed in the inventory in accordance with Section 8(b).

*Section 11.* The Government shall notify the Agency by means of reports in accordance with the Safeguards Document and the Subsidiary Arrangements of any nuclear material produced, processed or used during the period covered by the report and referred to in Section 8(a)(ii). Upon receipt by the Agency of the notification, such nuclear material shall be so 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 and the Agency.

*Section 12.* The notifications of transfers may also be made in a single document by the Government jointly with the Government of China. The Agency may provide the Government of China with information relating to the Inventory.

*Section 13.* The notifications provided for in Section 10 shall be made as follows in accordance with details to be agreed in the Subsidiary Arrangements:

- (a) For Section 10(a) within 30 days after receipt within the jurisdiction of the Government of nuclear material covered by that section;
- (b) For Section 10(b) within two weeks after the arrival of the nuclear material at the nuclear facility in question.

*Section 14.* Notifications or reports made pursuant to Sections 10, 11, 12, 16 or 17 shall specify, to the extent appropriate, the isotopic and chemical composition and the physical form of the nuclear material; the type and capacity of the nuclear facility; the identity of the consignor and the consignee and any other information relevant to safeguards.

*Section 15.* The Agency shall, within 30 days of receiving a notification pursuant to Section 10, 11 or 12, inform the Government that the items covered by the notifications are listed in the Inventory.

## PART VI

### TRANSFERS

*Section 16.* The Government shall notify the Agency of any intended transfer of nuclear material listed in the Main Part of the Inventory to any nuclear facility within its jurisdiction, except a nuclear facility at which Subsidiary Arrangements, under this or another Safeguards Agreement applicable to that

material are in force, and shall provide the Agency, before such transfer is effected, with sufficient information to enable it to determine whether it can apply safeguards to the material and to the nuclear facility in question after transfer to such a nuclear facility. The necessary basis for the application of safeguards shall be settled in the Subsidiary Arrangements before the transfer of the material in question.

*Section 17.* The Government shall notify the Agency of any intended transfer of nuclear material in the Inventory to a recipient that is not under the jurisdiction of the Government. The transfer of nuclear material shall be made in accordance with paragraph 28 of the Safeguards Document. Upon notification of the Government by the Agency of compliance with the said conditions and on receipt of the notification of transfer from the Government, the material in question shall be deleted from the Inventory.

## PART VII

### EXEMPTION FROM AND SUSPENSION OF SAFEGUARDS

*Section 18.* The Agency shall exempt from safeguards nuclear material listed in the Main Part of the Inventory 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 or on which safeguards have been suspended 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 safeguards applied pursuant to this Agreement with respect to nuclear material shall be terminated by the Agency under the conditions specified in paragraph 26 or 27 of the Safeguards Document.

*Section 22.* Upon termination of safeguards pursuant to Section 21 the nuclear material in question shall be deleted from the Inventory. The Agency shall, within 30 days of deleting nuclear material from the Inventory pursuant to Section 21, inform the Government accordingly.

## PART VIII

### AGENCY INSPECTORS

*Section 23.* The provisions of paragraphs 1 to 10 and 12 to 14 inclusive of the Inspectors Document shall apply to Agency inspectors performing functions pursuant to this Agreement, except that paragraph 4 of the Inspectors Document shall not apply 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 in the Subsidiary Arrangements.

*Section 24.* The relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall be applied by the Government to the Agency, its inspectors and to any property of the Agency used by them in performing their functions under this Agreement.

## PART IX

### PHYSICAL PROTECTION

*Section 25.* The Government shall take all the measures necessary for the physical protection of all items subject to this Agreement, taking into consideration the recommendations of the Agency with regard to such measures.

## PART X

### FINANCIAL PROVISIONS

*Section 26.* 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;
- (b) All special expenses incurred by the Government 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 notifies the Agency before the expense is incurred that reimbursement will be required.

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

*Section 27.* The Government shall ensure that any protection against third-party liability, including any insurance or other financial security in respect of risks of a nuclear accident at nuclear facilities under its jurisdiction, shall apply to the Agency and its inspectors when carrying out their functions under this Agreement in the same way as that protection applies to residents in the Republic of Chile.

## PART XI

### NON-COMPLIANCE

*Section 28.* (a) 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 to remedy such non-compliance forthwith, and the Board shall make such reports as it deems appropriate. In the event of failure by the Government to take fully corrective action within a reasonable time, the Board may take any other measure provided for in Article XII.C of the Statute.

(b) The Agency shall immediately notify the Government of any determination of the Board pursuant to this Section.

## PART XII

### SETTLEMENT OF DISPUTES

*Section 29.* 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 Parties shall at the request of either Party be submitted to an arbitral tribunal composed as follows: Each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third party who shall be the Chairman. If within 30 days of the request for arbitration one of the Parties has not designated

an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if within 30 days of 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 division of the expenses of arbitration between the Parties, shall be binding on both 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.

*Section 30.* Decisions of the Board concerning the implementation of this Agreement, except such as relate to the matters dealt with in Sections 25, 26 and 27 shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

### PART XIII

#### AMENDMENTS, ENTRY INTO FORCE AND DURATION

*Section 31.* 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, in the scope of the safeguards system or in the Inspectors Document, this Agreement shall be amended, if the Government so requests, to take account of such changes.

*Section 32.* This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government. It shall remain in force until safeguards have been terminated, in accordance with its provisions, on all nuclear material listed in the Main Part of the Inventory, including subsequent generations of produced special fissionable material, or until such other time as may be agreed between the Government and the Agency.

DONE at Vienna, on the eighteenth day of September 1987, in duplicate, in the Spanish language.

For the Government  
of the Republic of Chile:  
HERMAN BRADY ROCHE

For the International Atomic  
Energy Agency:  
HANS BLIX