

No. 27565

**AUSTRIA
and
CZECHOSLOVAKIA**

**Agreement for the settlement of questions of common interest
in connection with nuclear safety and radiation protec-
tion (with annex). Signed at Vienna on 25 October 1989**

Authentic texts: German and Czech.

Registered by Austria on 25 September 1990.

**AUTRICHE
et
TCHÉCOSLOVAQUIE**

**Accord en vue de régler certaines questions d'intérêt com-
mun en matière de sûreté nucléaire et de protection con-
tre les rayonnements (avec annexe). Signé à Vienne le
25 octobre 1989**

Textes authentiques : allemand et tchèque.

Enregistré par l'Autriche le 25 septembre 1990.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA AND THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC FOR THE SETTLEMENT OF QUESTIONS OF COMMON INTEREST IN CONNECTION WITH NUCLEAR SAFETY AND RADIATION PROTECTION

The Government of the Republic of Austria and the Government of the Czechoslovak Socialist Republic (hereinafter referred to as the “Contracting Parties”),

Pursuant to the Agreement of 18 November 1982 between the Republic of Austria and the Czechoslovak Socialist Republic for the settlement of questions of common interest in connection with nuclear power plants,²

Desiring further to develop the good-neighbourly relations between the Republic of Austria and the Czechoslovak Socialist Republic,

Desiring also to implement the provisions of the Final Act of the Conference on Security and Cooperation in Europe,³ as well as those of the Final Document of the Madrid Conference,⁴

Convinced that timely exchange of information and experience regarding nuclear safety and radiation protection can considerably enhance the safety of the population of both Contracting Parties,

Bearing in mind the Convention on Early Notification of a Nuclear Accident,⁵ the Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency⁶ and the established principles of cooperation in the International Atomic Energy Agency,

Have agreed as follows:

Article 1

1. In the event of any accident related to a facility or activity such as those listed in paragraph 2 which leads or may lead to a release of radioactive materials across the common international frontier and could thus have consequences of radiological safety significance for the other Contracting Party, the Contracting Party in whose territory the accident occurs shall notify the other Contracting Party without delay through the established points of contact.

2. For the purposes of paragraph 1, a nuclear facility or activity shall mean:

- (a) A nuclear reactor;
- (b) A nuclear fuel cycle facility;

¹ Came into force on 23 July 1990, the date on which the Contracting Parties informed each other of the completion of their domestic requirements, in accordance with article 13 (1).

² United Nations, *Treaty Series*, vol. 1365, p. 273.

³ *International Legal Materials*, vol. 14 (1975), p. 1292 (American Society for International Law).

⁴ *Ibid.*, vol. 22 (1983), p. 1398 (American Society of International Law).

⁵ United Nations, *Treaty Series*, vol. 1439, p. 275.

⁶ *Ibid.*, vol. 1457, p. 133.

- (c) A radioactive waste management facility;
- (d) Transport and storage of nuclear fuels or radioactive wastes; and
- (e) Manufacture, use, storage, disposal and transport of radioisotopes for agricultural, industrial, medical and related scientific and research purposes.

Article 2

1. Notification under Article 1, paragraph 1, shall take place not later than the time at which measures are initiated to protect the first Contracting Party's own population.

2. The Contracting Parties shall also notify each other through the established liaison offices of any events which do not constitute an accident under the terms of article 1, paragraph 1, but are likely to be a cause of concern to the population of a Contracting Party.

3. Each Contracting Party shall, immediately after the entry into force of this Agreement, notify the other Contracting Party, point of contact through the diplomatic channel, of its liaison office.

4. These liaison offices shall, directly after their establishment, reach agreement on the specific means by which information is to be communicated. A review of the operation of this system of communication shall be carried out at least once a year.

Article 3

1. The Contracting Parties shall ensure that the information transmitted pursuant to article 1, paragraph 1, is of sufficient scope to enable the other Contracting Party to take a decision on the planning or implementation of appropriate measures to protect its population. Such information shall, in particular, include data concerning:

(a) The time, exact location where appropriate, and the nature of the nuclear accident;

(b) The facility or activity involved;

(c) The assumed or established cause and the foreseeable development of the nuclear accident relevant to the transboundary release of the radioactive materials;

(d) The general characteristics of the radioactive release, including, as far as is practicable and appropriate, the nature, probable physical and chemical form and the quantity, composition and effective height of the radioactive release;

(e) Information on current and forecast meteorological and hydrological conditions, necessary for forecasting the transboundary release of the radioactive materials;

(f) The results of environmental monitoring relevant to the transboundary release of the radioactive materials;

(g) The off-site protection measures taken or planned;

(h) The predicted behaviour over time of the radioactive release.

2. The information transmitted shall be continuously updated as the situation develops, the Contracting Party transmitting the information shall also furnish the

other Contracting Party, upon request, with explanatory and supplementary material regarding the information transmitted.

3. This information and any supplementary material shall be transmitted until the situation specified in article 1, paragraph 1, no longer exists or until sufficient information is available to evaluate the position.

Article 4

1. Should an event within the meaning of article 1, paragraph 1, arise, the Contracting Parties shall immediately reach agreement on the cooperation required to ensure protection of the health and property of their population, as well as on any possible assistance.

2. Any further measures shall be arranged by the liaison offices established under article 2, paragraph 3, of this Agreement.

Article 5

1. Each Contracting Party shall carry out a programme in its territory to measure atomic radiation and radionuclides in the environment.

2. The measurement programme shall, in particular, include measurement of the activity coefficient or radionuclides content of the following substances: air (and aerosols), drinking water, surface water, soil and foodstuffs. The measurement results shall include sufficient data on the external and internal radiation exposure of the Contracting Party's own population.

3. The measurement results shall be transmitted to the other Contracting Party once a year. In the event of significant departures from normal readings, the information shall be transmitted to the other Contracting Party without delay through the liaison offices. If so requested by a Contracting Party, the other Contracting Party shall provide supplementary data.

Article 6

1. The Contracting Parties shall inform each other once a year concerning their own nuclear programmes, experience acquired through the operation of nuclear facilities and statutory provisions on nuclear safety and radiation protection.

2. The Contracting Parties shall also inform each other concerning their existing nuclear facilities, as well as those planned or under construction, within the meaning of article 1, paragraph 2 (a)-(c), of this Agreement. They shall also make available to each other the information listed in the Annex to this Agreement.

3. The information pursuant to paragraph 2 concerning planned nuclear facilities shall be transmitted once the official construction permit has been granted. The Contracting Parties shall inform each other six months in advance of the anticipated entry into service of facilities under construction.

Article 7

1. The Contracting Parties shall once a year hold joint expert meetings, which shall, *inter alia*:

- (a) Evaluate the implementation of this Agreement;
- (b) Discuss the information transmitted under article 6;

(c) Analyse the results of the measurement programme carried out under article 5 of this Agreement;

(d) Discuss any other topical issues relating to nuclear safety and radiation protection.

2. Information concerning the content, course and result of a joint expert meeting shall be transmitted to the competent authorities for consideration.

3. The coordinators shall reach agreement on the time and place of the joint expert meeting, as well as on the composition of expert delegations.

4. Where necessary, additional expert meetings under the terms of paragraph 1 may be held by agreement between the two Contracting Parties.

Article 8

1. For the purposes of implementing this Agreement, a coordinator shall be appointed by each Contracting Party, as follows:

(a) In the case of Austria, the Federal Ministry of Foreign Affairs;

(b) In the case of Czechoslovakia, the Czechoslovak Atomic Energy Commission.

2. The coordinators shall, in particular, ensure:

(a) The exchange of all the documents and information to be transmitted in the context of cooperation under articles 5 and 6 of this Agreement, unless in specific cases provision is made for a special channel of communication;

(b) The organization of the joint expert meetings provided for under article 7 of this Agreement.

3. The Contracting Parties shall inform each other through the diplomatic channel of any change in the destination of their coordinators.

Article 9

Either Contracting Party may use the content of the information received from the other Contracting Party under articles 2, 3, 5 and 6 of this Agreement for the purpose of informing public opinion, provided that such information has not been declared confidential by the other Contracting Party.

Article 10

The mutual exchange of information under this Agreement shall be free of charge. If the provision of supplementary information involves significant costs, such costs shall be reimbursed by the requesting Contracting Party.

Article 11

Any disputes concerning the interpretation and implementation of this Agreement and the conduct of any activity provided for thereunder shall be settled by negotiations between the Contracting Parties.

Article 12

On the day this Agreement enters into force, the Agreement signed at Vienna on 18 November 1982 between the Republic of Austria and the Czechoslovak Republic

for the settlement of questions of common interest in connection with nuclear facilities shall cease to have effect.

Article 13

1. This Agreement is subject to ratification in accordance with the constitutional provisions of the Contracting Parties and shall enter into force on the day on which the two Contracting Parties inform each other through the diplomatic channel that the relevant domestic legal requirements for its entry into force have been met.

2. The attached Annex shall form an integral part of this Agreement.

3. This Agreement is concluded for an indefinite period. It may be denounced by either Party in writing through the diplomatic channel. The denunciation shall take effect six months after the transmittal of the diplomatic note.

DONE at Vienna on 25 October 1989, in duplicate in the German and Czech languages, both texts being equally authentic.

For the Government
of the Republic of Austria:

MOCK

For the Government
of the Czechoslovak Socialist Republic:

JOHANES

ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA AND THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC FOR THE SETTLEMENT OF QUESTIONS OF COMMON INTEREST IN CONNECTION WITH NUCLEAR SAFETY AND RADIATION PROTECTION

The following information shall be provided under article 6, paragraph 2, of the Agreement:

- Name of the facility;
- Location and address of the facility;
- Operator;
- Purpose;
- Basic technical data of the facility;
- Present status;
- Operational data;
- Basic description of the site of the facility.

Additionally, in the case of nuclear reactors, the following information in particular shall be provided:

- Type of reactor;
 - Capacity;
 - Reactor core (e.g., geometry, fuel, loading, enrichment, burn-up, power density);
 - Reactor vessel;
 - Coolant and cooling circuits (primary and secondary) of the reactor;
 - Steam generator;
 - Permissible levels and conditions for discharges of radioactive materials into the environment, permissible levels and conditions for the storage of radioactive wastes and conditions for the handling of spent nuclear fuel;
 - Systems to ensure nuclear safety, with the exception of physical protection systems.
-