



Treaty Series No. 23 (1973)

Agreement

between the International
Atomic Energy Agency and the
Government of the United Kingdom of
Great Britain and Northern Ireland
for the Application of Safeguards

Vienna, 14 December 1972

[The Agreement entered into force on 14 December 1972]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 1973*

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**AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND FOR THE
APPLICATION OF SAFEGUARDS**

WHEREAS the International Atomic Energy Agency is authorized by its Statute⁽¹⁾ to apply safeguards at the request of a State to any of its activities in the field of atomic energy; and

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland has requested the International Atomic Energy Agency to apply safeguards with regard to certain nuclear material transferred to the United Kingdom; and

WHEREAS the Board of Governors has acceded to that request on 7 December 1972;

NOW, THEREFORE, the International Atomic Energy Agency and the Government of the United Kingdom of Great Britain and Northern Ireland have agreed as follows:

PART I

Definitions

Section 1: For the purposes of this Agreement:

- (a) "Agency" shall mean the International Atomic Energy Agency;
- (b) "Board" shall mean the Board of Governors of the Agency;
- (c) "Government" shall mean the Government of the United Kingdom of Great Britain and Northern Ireland;
- (d) "Inspectors Document" shall mean the Annex to the Agency document GC (V)/INF/39, which was put into effect by the Board on 29 June 1961;
- (e) "Inventory" shall mean the Inventory established by the Agency in accordance with Section 6;
- (f) "Nuclear material" shall mean any source or special fissionable material as defined in Article XX of the Statute;
- (g) "Safeguards Document" shall mean the Agency's document INF CIRC/66/Rev. 2, which contains provisions approved by the Board on 28 September 1965, 17 June 1966 and 13 June 1968;
- (h) "Statute" shall mean the Statute of the Agency.

⁽¹⁾ Treaty Series No. 19 (1958), Cmnd. 450.

PART II

Undertakings by the Government and the Agency

Section 2. The Government undertakes not to use in such a way as to further any military purpose any nuclear material or facility while it is listed in the Inventory.

Section 3. The Agency undertakes to apply its safeguards system to any nuclear material or facility while it is listed in the Inventory.

Section 4. The Government undertakes to facilitate the application of safeguards by the Agency and to co-operate with the Agency to that end.

Section 5. If the Agency is relieved, pursuant to Section 15, of its undertaking in Section 3, or if for any other reason the Board determines that the Agency is unable to ensure that any material or facility listed in the Inventory is not being used in such a way as to further any military purpose, the material or facility involved shall thereby automatically be removed from the Inventory until the Board determines that the Agency is again able to apply safeguards thereto.

PART III

The Inventory

Section 6. The Agency shall establish and maintain an Inventory in accordance with Sections 7, 8, 11, 12 and 13 on the basis of the notifications and reports received from the Government pursuant to the procedures provided for in Section 10 and of any other arrangements made pursuant to this Agreement. The Inventory shall be divided into three parts.

(a) Main Part

- (i) Nuclear material the transfer of which has been notified to the Agency pursuant to Section 11 (b);
- (ii) Special fissionable materials produced in or by the use of any of the material listed in (i) hereof; and
- (iii) Nuclear material that has been substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any material listed in (i) or (ii) hereof.

(b) Subsidiary Part

Any facility while it processes, contains, uses or fabricates any material listed in the Main Part of the Inventory.

(c) Inactive Part

- (i) Nuclear material which has been exempted from safeguards pursuant to Section 7; and
- (ii) Nuclear material with regard to which safeguards have been suspended pursuant to Section 7.

The Agency shall send copies of the Inventory to the Government every twelve months and also at any other times specified by the Government in a request communicated to the Agency not less than two weeks in advance.

Section 7. The Agency shall exempt nuclear material from safeguards under the conditions specified in paragraph 21, 22 or 23, and shall suspend safeguards with regard to nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document. Upon such exemption or suspension the nuclear material affected shall be transferred from the Main to the Inactive Part of the Inventory.

Section 8. The Agency shall terminate safeguards with respect to nuclear material under the conditions specified in paragraph 26 or 27 of the Safeguards Document. Upon such termination the nuclear material affected shall be removed from the Inventory.

PART IV

Safeguards Procedures

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

Section 10. The procedures to be followed in the application of safeguards by the Agency under this Agreement shall be those set forth in Part III and Annexes I and II of the Safeguards Document, as far as relevant. The Agency shall make subsidiary arrangements with the Government establishing the procedures for the implementation of this Agreement.

Section 11.

- (a) The Agency shall notify the Government when it has received notification from another government that that government intends to transfer to the United Kingdom nuclear materials already subject to a safeguards agreement, other than a trilateral safeguards agreement to which the Government and the Agency are party, requiring the application of Agency safeguards to such material on transfer thereof to the United Kingdom.
- (b) The Government shall notify the Agency of any transfer to the United Kingdom of nuclear material for which arrangements for Agency safeguards in the United Kingdom are required, unless the material would be subject to Agency safeguards in the United Kingdom under some other agreement.
- (c) The notifications referred to in sub-section (b) of this Section shall normally be sent to the Agency not more than two weeks after the material arrives in the United Kingdom and shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information.

Section 12. The Government shall inform the Agency of its intention to transfer any nuclear material listed in the Main Part of the Inventory to a facility within its jurisdiction which is not listed in the Inventory, and shall provide to the Agency sufficient information to enable it to determine

whether, and under what conditions, it can apply safeguards to the material after transfer to such a facility. The material shall not be transferred until all the necessary arrangements with the Agency to this end have been concluded.

Section 13. The Government shall notify the Agency of any intended transfer of material listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of the Government. Such material may be transferred and shall thereupon be deleted from the Inventory, provided that arrangements have been made to safeguard such material to the satisfaction of the Agency.

Section 14. The notifications provided for in Sections 12 and 13 shall be sent to the Agency sufficiently in advance so as to enable the Agency to make any arrangements required by these Sections before the transfer is effected. The Agency shall take any necessary action promptly. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11 (c).

Section 15. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Board may suspend the Agency's undertaking under Section 3 to apply safeguards for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII. C of the Statute.

The Agency shall promptly notify the Government in the event of any determination by the Board pursuant to this Section.

PART V

Agency Inspectors

Section 16. The provisions of paragraphs 1 to 10 and 12 to 14 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 reference to any facility or nuclear material to which the Agency has access at all times. The procedures for implementing paragraph 50 of the Safeguards Document shall be agreed between the Agency and the Government before the material or facility is listed in the Inventory.

Section 17. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall apply to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement.

PART VI

Financial Provisions

Section 18. Expenses shall be borne as follows :

- (a) Subject to sub-section (b) of this Section each Party shall bear any expense incurred by itself in the implementation of this Agreement; and
- (b) All expenses incurred by the Government or 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.

These provisions shall not prejudice the allocation of expenses which are reasonably attributable to a failure by either Party to comply with this Agreement.

Section 19. The Government shall ensure that any protection against third party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction, shall apply to the Agency and its inspectors when carrying out their functions under this Agreement in like manner as that protection applies to nationals of the United Kingdom.

PART VII

Settlement of Disputes

Section 20. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties shall on the request of either Party be submitted to an arbitral tribunal composed of three arbitrators. Each Party shall 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 Party has not designated an arbitrator, the other Party may request the President of the International Court of Justice 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. Upon application by either Party, and if necessary to ensure that this Agreement continues to function effectively, the arbitral tribunal shall be empowered to decide upon interim measures pending a final decision on the dispute. All decisions of the tribunal, including rulings concerning its constitution, procedure, jurisdiction and the 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 21. The provisions of Section 20 shall not be interpreted so as to detract from the powers of the Board under Section 15.

PART VIII

Amendment, Entry into Force and Duration

Section 22. The Parties shall, at the request of either, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Government so requests to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Government so requests to take account of any or all such modifications. If the United Kingdom enters into an Agreement with the Agency and the European Atomic Energy Community relating to safeguards in the United Kingdom, this Agreement shall be amended if the Government so requests to take account thereof.

Section 23. 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.

Section 24. This Agreement shall remain in force unless or until terminated by either Party on six months' notice to the other Party or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear material referred to in Section 6 (a) until the Agency has notified the Government that safeguards on such material have been terminated by the Agency in accordance with Section 8.

DONE in Vienna, this fourteenth day of December 1972 in duplicate in the English language.

For the International Atomic Energy Agency:

U. GOSWAMI

For the Government of the United Kingdom of Great Britain and Northern Ireland:

F. H. JACKSON