

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(78) 57 final

Brussels, 8 February 1978

SAFEGUARDS AGREEMENT BETWEEN EURATOM, FRANCE AND THE IAEA

(Communication from the Commission to the Council)

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COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

Subject : safeguards Agreement between Euratom, France and the IAEA.

1. On 22 November 1977, the Council issued guidelines to the Commission for it to negotiate together with the French Government, a Safeguards Agreement with the International Atomic Energy Agency (IAEA).

The negotiations started on 15 December 1977 and were completed on 19 January 1978.

The Agreement which was negotiated (Annex II) is almost identical with a similar agreement signed by the United Kingdom, Euratom and the IAEA on 6 September 1976. The only appreciable differences between the two agreements are concerned with the fact that, whereas the United Kingdom has made all nuclear materials intended for peaceful purposes subject to verification, the sole exceptions being those necessitated on grounds of national security, France has made the reservation that it is itself to determine the source materials and special fissile products which it will agree to subject to the safeguards provided for in the Agreement.

Other differences, which are seen in the preamble, are due to the fact that France has not signed the Non-Proliferation Treaty and has not, unlike the British Government in 1967, made a "voluntary offer" to accept IAEA safeguards with the sole exception of derogations for national security reasons.

To sum up, it may be said that the new agreement is fully in compliance with the guidelines issued by the Council.

2. Moreover, the Commission wishes to inform the Council of an internal arrangement which it has entered into with the French Government as regards the designation of IAEA inspectors for France. The French Government has accepted that the Agreement be identical to the UK Agreement in this respect ("the Agency shall secure the consent of France and of the Community to the designation of Agency inspectors to France"), provided that some of the detailed rules for the application of this clause are specified in an exchange of letters between the Commission and the French authorities.

The purpose of this exchange of letters is to make it clear :

- (a) that the Commission will respect such reasons of a general political nature as France may have for accepting or refusing an inspector of a particular nationality;
- (b) that the internal arrangements concluded within the Council in 1972 as regards the designation of Agency inspectors under the Verification Agreement, to which the seven non-nuclear-weapon Member States are parties, relate only to that Agreement.

The Commission considers that the content of such an exchange of letters as set out in Annex I is acceptable.

3. To sum up, the Commission requests the Council to approve the agreement negotiated between Euratom, France and the IAEA, the text of which is given in Annex II.

ANNEX I

DRAFT EXCHANGE OF LETTERS BETWEEN FRANCE AND THE
COMMISSION

Referring to Articles 9 and 85 of the France/Euratom/IAEA Agreement, I can confirm that I consider it would be useful for the French Government and the Commission to consult one another in order that they may adopt the same positions as regards the requests to be submitted to the IAEA for the approval of inspectors.

As part of these consultations, the Commission would respect such reasons of a general political nature as France may have for accepting or refusing the designation of an inspector of a particular nationality.

The Commission can also confirm that the internal arrangements decided on within the Council on 18 October 1972 as regards the interpretation and implementation of certain provisions of the Safeguards Agreement to which the seven non-nuclear-weapon Member States are parties (Doc. R/1862/72 (AT0 121) relate only to that Agreement.

DRAFT AGREEMENT BETWEEN FRANCE, THE EUROPEAN ATOMIC ENERGY
COMMUNITY AND THE INTERNATIONAL ATOMIC ENERGY AGENCY
FOR THE APPLICATION OF SAFEGUARDS IN FRANCE

WHEREAS the International Atomic Energy Agency (hereinafter referred to as "the Agency") is authorized under Article III.A.5. of the Statute of the Agency (hereinafter referred to as "the Statute") to apply safeguards, at the request of the parties, to any bilateral or multilateral arrangement, or at the request of a State, to any of that State's activities in the field of atomic energy;

WHEREAS with a view to encouraging the acceptance of such safeguards by an ever greater number of States, France is prepared to afford the Agency the opportunity to apply its safeguards on French territory by concluding with it an agreement for that purpose;

WHEREAS the purpose of such an agreement is of necessity different from the aims pursued by safeguards agreements between the Agency and the non-nuclear-weapon States;

WHEREAS it is in the interest of Member States of the Agency that, without prejudice to the principles and integrity of the Agency's safeguards system, the financial and other resources employed by the Agency for the implementation of such an agreement should not exceed those required for attaining the objective of the present Agreement;

WHEREAS France is a party to the Treaty establishing the European Atomic Energy Community (hereinafter referred to as "the Community"), by virtue of which Treaty institutions of that Community exercise in their own right, in those areas for which they are competent, regulatory, executive and judicial powers which may take effect directly within the legal systems of the Member States;

WHEREAS, within this institutional framework, the Community has in particular the task of ensuring, through appropriate safeguards, that civil nuclear materials are not diverted to uses other than those for which they were intended;

WHEREAS these safeguards include declaration to the Community of the basic technical characteristics of civil nuclear facilities, maintenance and submission of operating records to permit nuclear materials accounting for the Community as a whole, inspections by officials of the Community, and a system of sanctions;

WHEREAS the Community has the task of establishing with other countries and international organizations such relations as will foster progress in the peaceful uses of nuclear energy and is expressly authorized to assume particular safeguarding obligations in an agreement concluded with a third State or an international organization;

WHEREAS the Agency's international safeguards system comprises, in particular, provisions for the submission of design information to the Agency, the keeping of records, the submission to the Agency of reports on all nuclear material subject to safeguards, inspections carried out by the Agency's inspectors, requirements for the establishment and maintenance of a system of accounting for and control of nuclear material by a State, and measures in relation to verification of non-diversion;

NOTING that France has declared its intention to negotiate with the Agency a pattern according to its circumstances for the application of safeguards on French territory;

WHEREAS the Community has welcomed this declaration of intention and, having regard to the need to avoid unnecessary duplication of safeguards activity, has recognized that it is important to co-operate with the Agency in such application, and has associated itself with France in these negotiations;

NOTING the nature of the Agreement of 6 September 1976 and of the Protocol thereto between the United Kingdom, the Community and the Agency;

NOW, THEREFORE, France, the Community and the Agency have agreed as follows:

P A R T I

GENERAL UNDERTAKING

Article 1

- (a) France shall accept the application of safeguards, in accordance with the terms of this Agreement, on source or special fissionable material to be designated by France in facilities or parts thereof within

France, with a view to enabling the Agency to verify that such material is not withdrawn from civil activities, except as provided for in this Agreement.

- (b) France shall provide the Community and the Agency with a list (hereinafter referred to as "the Facilities List") of the facilities or parts thereof which contain the nuclear material referred to in paragraph (a) of this Article. France shall keep the Facilities List up to date and may at any time make deletions from it. France shall give the Community and the Agency advance notice of any additions or deletions.
- (c) Whenever France withdraws nuclear material referred to in paragraph (a) of this Article from the scope of this Agreement, it shall notify the Community and the Agency in accordance with the provisions of this Agreement.
- (d) The Community shall, in accordance with the provisions of this Agreement, provide the Agency with information in respect of international transfers of nuclear material referred to in paragraph (a) of this Article from or to any facility or part thereof on the Facilities List.

APPLICATION OF SAFEGUARDS

Article 2

The Agency shall have the right and the obligation to ensure that safeguards are applied in accordance with the terms of this Agreement, on source or special fissionable material referred to in Article 1(a) of this Agreement in those facilities or parts of facilities within France which are both on the Facilities List and designated pursuant to Article 78(a), with a view to enabling the Agency to verify that such material is not withdrawn from civil activities, except as provided for in this Agreement. In respect of such facilities or parts thereof which are on the Facilities List but not so designated, the Agency shall have the rights provided for in this Agreement.

Article 3

- (a) The Community shall, in applying its safeguards on the source or special fissionable material described in Article 1(a), co-operate with the Agency in accordance with the terms of this Agreement, with a view to ascertaining that such material is not, except as provided for in this Agreement, withdrawn from civil activities.

- (b) The Agency shall apply its safeguards, in accordance with the terms of this Agreement, in such a manner as to enable it to verify, in ascertaining that there has been no withdrawal of nuclear material from civil activities, except as provided for in this Agreement, findings of the Community's system of safeguards. The Agency's verification shall include, inter alia, independent measurements and observations conducted by the Agency in accordance with the procedures specified in this Agreement. The Agency, in its verification, shall take due account of the effectiveness of the Community's system of safeguards in accordance with the terms of this Agreement.

CO-OPERATION BETWEEN FRANCE, THE COMMUNITY AND THE AGENCY

Article 4

France, the Community and the Agency shall co-operate, in so far as each party is concerned, to facilitate the implementation of the safeguards provided for in this Agreement and shall avoid unnecessary duplication of safeguards activities.

IMPLEMENTATION OF SAFEGUARDS

Article 5

The safeguards provided for in this Agreement shall be implemented in a manner designed:

- (a) To avoid hampering economic and technological developments in France or international co-operation in the field of peaceful nuclear activities, including international exchange of nuclear materials;
- (b) To avoid undue interference in peaceful nuclear activities in France and in particular in the operation of facilities; and
- (c) To be consistent with prudent management practices required for the economic and safe conduct of nuclear activities.

Article 6

- (a) The Agency shall take every precaution to protect commercial and industrial secrets and other confidential information coming to its knowledge in the implementation of this Agreement.

- (b) (i) The Agency shall not publish or communicate to any State, organization or person any information obtained by it in connection with the implementation of this Agreement, except that specific information relating to the implementation thereof may be given to the Board of Governors of the Agency (hereinafter referred to as "the Board") and to such Agency staff members as require such knowledge by reason of their official duties in connection with safeguards, but only to the extent necessary for the Agency to fulfil its responsibilities in implementing this Agreement.
- (ii) Summarized information on nuclear materials subject to safeguards under this Agreement may be published upon decision of the Board if France and, where appropriate, the Community, agree thereto.

Article 7

- (a) In implementing safeguards under this Agreement, full account shall be taken of technological development in the field of safeguards, and every effort shall be made to ensure optimum cost-effectiveness and the application of the principle of safeguarding effectively the flow of nuclear material subject to safeguards under this Agreement by use of instruments and other techniques at certain strategic points to the extent that present or future technology permits.
- (b) In order to ensure optimum cost-effectiveness, use shall be made, for example, of such means as:
- (i) Containment as a means of defining material balance areas for accounting purposes;
 - (ii) Statistical techniques and random sampling in evaluating the flow of nuclear material; and
 - (iii) Concentration of verification procedures on those stages in the nuclear fuel cycle involving the production, processing, use or storage of nuclear material from which nuclear weapons or other nuclear explosive devices could readily be made, and minimization of verification procedures in respect of other nuclear material, on condition that this does not hamper the implementation of this Agreement.

PROVISION OF INFORMATION TO THE AGENCY

Article 8

- (a) In order to ensure the effective implementation of safeguards under this Agreement, the Community shall, in accordance with the provisions set out in this Agreement, provide the Agency with information concerning nuclear material subject to such safeguards and features of facilities or parts thereof relevant to safeguarding such material.
- (b) (i) The Agency shall require only the minimum amount of information and data consistent with carrying out its responsibilities under this Agreement.
(ii) Information pertaining to facilities or parts thereof shall be the minimum necessary for safeguarding nuclear material subject to safeguards under this Agreement.
- (c) If the Agency wishes to examine design information which France regards as being of particular sensitivity, the Agency shall, if France so requests, conduct the examination on premises of the Community or of France. Such information need not be physically transmitted to the Agency provided that it remains readily available for examination by the Agency on such premises.

AGENCY INSPECTORS

Article 9

- (a) (i) The Agency shall secure the consent of France and the Community to the designation of Agency inspectors to France.
(ii) If France or the Community, either upon proposal of a designation or at any other time after a designation has been made, objects to the designation, the Agency shall propose to France and the Community an alternative designation or designations.
(iii) If, as a result of the repeated refusal of France or the Community to accept the designation of Agency inspectors, inspections to be conducted under this Agreement would be impeded, such refusal shall be considered by the Board, upon referral by the Director General of the Agency (hereinafter referred to as "the Director General"), with a view to its taking appropriate action.

- (b) France and the Community shall take the necessary steps to ensure that Agency inspectors can effectively discharge their functions under this Agreement.
- (c) The visits and activities of Agency inspectors shall be so arranged as:
 - (i) To reduce to a minimum the possible inconvenience and disturbance to France and the Community and to the peaceful nuclear activities subject to inspection; and
 - (ii) To ensure protection of industrial secrets or any other confidential information coming to the knowledge of Agency inspectors.

PRIVILEGES AND IMMUNITIES

Article 10

France shall apply to the Agency, including its property, funds and assets and to its inspectors and other officials performing functions under this Agreement, the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.

CONSUMPTION OR DILUTION OF NUCLEAR MATERIAL

Article 11

Safeguards under this Agreement shall terminate on nuclear material upon determination by the Community and the Agency that the material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or that its recovery has become impracticable.

TRANSFER OF NUCLEAR MATERIAL OUT OF FRANCE

Article 12

The Community shall provide the Agency with information with respect to transfers of nuclear material subject to safeguards under this Agreement out of France, in accordance with Article 91. The Agency shall keep records of each such transfer and, where applicable, of the re-application of safeguards to the transferred nuclear material.

PROVISIONS RELATING TO NUCLEAR MATERIAL TO BE USED IN
NON-NUCLEAR ACTIVITIES

Article 13

If France wishes to use nuclear material subject to safeguards under this Agreement in non-nuclear activities, such as the production of alloys or ceramics, the Community shall agree with the Agency, before the material is so used, on the circumstances under which safeguards under this Agreement on such material may be terminated.

WITHDRAWAL OF MATERIAL FROM THE SCOPE OF THE AGREEMENT

Article 14

If France intends to make any withdrawals of nuclear material from the scope of this Agreement in accordance with Article 1(c), it shall give the Community and the Agency advance notice of such withdrawal. If any nuclear material becomes available for inclusion within the scope of this Agreement, France shall inform the Community and the Agency thereof in accordance with Article 62(c).

FINANCE

Article 15

Each party shall bear its own expenses incurred in implementing its responsibilities under this Agreement. However, if France, the Community, or persons under the jurisdiction of either of them, incur extraordinary expenses as a result of a specific request by the Agency, the Agency shall reimburse such expenses provided that it has agreed in advance to do so. In any case, the Agency shall bear the cost of any additional measuring or sampling which Agency inspectors may request.

THIRD PARTY LIABILITY FOR NUCLEAR DAMAGE

Article 16

France and the Community shall ensure that any protection against third party liability in respect of nuclear damage, including any insurance or other financial security which may be available under their laws or regulations, shall apply to the Agency and its officials for the purpose of the implementation of this Agreement, in the same way as that protection applies to nationals of France.

INTERNATIONAL RESPONSIBILITY

Article 17

Any claim by France or the Community against the Agency or by the Agency against France or the Community in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.

MEASURES IN RELATION TO VERIFICATION

Article 18

If the Board, upon report of the Director General, decides that an action by France or the Community, in so far as either party is individually concerned, is essential and urgent in order to ensure verification that nuclear material which is being safeguarded in facilities or parts thereof designated in accordance with Article 78(a) is not withdrawn, except as provided for in this Agreement, from civil activities, the Board may call upon France or the Community, in so far as either party is individually concerned, to take the required action without delay, irrespective of whether procedures have been invoked pursuant to Article 22 for the settlement of a dispute.

Article 19

If the Board, upon examination of relevant information reported to it by the Director General, finds that the Agency is not able to verify that nuclear material which is being safeguarded in facilities or parts thereof designated in accordance with Article 78(a) is not withdrawn, except as provided for in this Agreement, from civil activities, the Board may call upon France or the Community, in so far as either party is individually concerned, to remedy the situation forthwith. If France or the Community fail to take remedial action within reasonable time, the Board may make the reports provided for in Article XII.C of the Statute and may also take, where applicable, the other measures provided for in that paragraph.

INTERPRETATION AND APPLICATION OF THE AGREEMENT AND
SETTLEMENT OF DISPUTES

Article 20

At the request of France, the Community or the Agency, there shall be consultation about any question arising out of the interpretation or application of this Agreement.

Article 21

France and the Community shall have the right to request that any question arising out of the interpretation or application of this Agreement be considered by the Board. The Board shall invite France and the Community to participate in the discussion of any such question by the Board.

Article 22

Any dispute arising out of the interpretation or application of this Agreement (except a dispute with regard to a finding of the Board under Article 19 or an action taken by the Board pursuant to such a finding) which is not settled by negotiation or another procedure agreed to by France, the Community and the Agency shall, at the request of any one of them, be submitted to an arbitral tribunal composed of five arbitrators. France and the Community shall each designate one arbitrator, the Agency shall designate two arbitrators, and the four arbitrators so designated shall elect a fifth, who shall be the Chairman. If within thirty days of the request for arbitration, France, the Community or the Agency shall have failed to make such a designation, France, the Community or the Agency may request the Secretary-General of the United Nations to make the designation. The same procedure shall apply if, within thirty days of the designation or appointment of the fourth arbitrator, the fifth arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of at least three arbitrators. The arbitral procedure shall be fixed by the tribunal. The decision of the tribunal shall be binding on France, the Community and the Agency.

Article 23

- (a) France and the Agency shall institute steps to suspend the application of Agency safeguards in France under other safeguards agreements with the Agency while this Agreement is in force. However, France and the Agency shall ensure that nuclear material being safeguarded

under this Agreement shall be at all times at least equivalent in amount and composition to that which would be subject to safeguards in France under the agreements in question. The detailed arrangements for the implementation of this provision shall be specified in the Subsidiary Arrangements provided for in Article 39.

- (b) If France notifies the Community and the Agency of further agreements relating to the application of safeguards in connection with the supply of nuclear material to France, France, the Community and the Agency shall consult together in order to arrange for the extension, in such circumstances, of the arrangements described in paragraph (a).
- (c) If nuclear material under Agency safeguards pursuant to this Agreement is processed, produced or used in conjunction with other nuclear material and there should be losses or gains of material as a result, the safeguards procedures envisaged in this Agreement shall apply to the whole of the mixture for as long as the mixture exists. To calculate the amounts of nuclear material that should remain subject to the provisions of this Agreement after separation of the mixture, the losses and gains of material shall be counted as material subject or not subject to the provisions of this Agreement in proportion to the initial amounts in the mixture.

AMENDMENT OF THE AGREEMENT

Article 24

- (a) France, the Community and the Agency shall, at the request of any one of them, consult about any proposal for amendment of this Agreement.
- (b) All amendments shall require the agreement of France, the Community and the Agency.
- (c) The Director General shall promptly inform all Member States of the Agency of any amendment to this Agreement.

ENTRY INTO FORCE AND DURATION

Article 25

- (a) This Agreement shall enter into force one month after the Agency has received notification from both France and the Community that their respective internal requirements for entry into force have been met, and the Director General shall promptly notify France and the Community

of the date on which it is to enter into force. The Director General shall also promptly inform all Member States of the Agency of the entry into force of this Agreement.

- (b) This Agreement shall remain in force for an indefinite period. Any party to this Agreement may, upon giving six months' notice to the other parties, terminate this Agreement if after consultation with them that party considers that the purpose for which this Agreement was intended can no longer be served. Termination of this Agreement in accordance with this paragraph shall be effective for, and as between, all parties to this Agreement.

PROTOCOL

Article 26

The Protocol attached to this Agreement shall be an integral part thereof. The term "Agreement" as used in this instrument means the Agreement and the Protocol together.

P A R T II

INTRODUCTION

Article 27

The purpose of this part of the Agreement is to specify, as required, the procedures to be applied in the implementation of the safeguards provisions of Part I.

OBJECTIVE OF SAFEGUARDS

Article 28

The objective of the safeguards procedures set forth in this part of the Agreement is the timely detection of withdrawal from civil activities, except as provided for in this Agreement, of significant quantities of nuclear material which is being safeguarded in facilities or parts thereof designated pursuant to Article 78(a).

Article 29

For the purpose of achieving the objective set forth in Article 28, material accountancy shall be used as a safeguards measure of fundamental importance, with surveillance and containment as important complementary measures.

Article 30

The technical conclusion of the Agency's verification activities shall be a statement, in respect of each material balance area containing material which is being safeguarded in facilities or parts thereof designated pursuant to Article 78(a), of the amount of material unaccounted for over a specific period, and giving the limits of accuracy of the amounts stated.

THE COMMUNITY'S SYSTEM OF SAFEGUARDS

Article 31

In accordance with Article 3, the Agency, in carrying out its verification activities, shall make full use of the Community's system of safeguards.

Article 32

The Community's system of accounting for and control of nuclear material under this Agreement shall be based on a structure of material balance areas. The Community, in applying its safeguards, will make use of and, to the extent necessary, make provision for, as appropriate and specified in the Subsidiary Arrangements, such measures as:

- (a) a measurement system for the determination of the quantities of nuclear material received, produced, shipped, lost or otherwise removed from inventory, and the quantities on inventory;
- (b) the evaluation of precision and accuracy of measurements and the estimation of measurement uncertainty;
- (c) procedures for identifying, reviewing and evaluating differences in shipper/receiver measurements;
- (d) procedures for taking a physical inventory;
- (e) procedures for the evaluation of accumulations of unmeasured inventory and unmeasured losses;
- (f) a system of records and reports showing, for each material balance area, the inventory of nuclear material and the changes in that inventory including receipts into and transfers out of the material balance area;
- (g) provisions to ensure that the accounting procedures and arrangements are being operated correctly; and

- (h) procedures for the provision of reports to the Agency in accordance with Articles 59 to 65 and 67 to 69.

STARTING POINT OF SAFEGUARDS

Article 33

Safeguards under this Agreement shall not apply to material in mining or ore processing activities.

Article 34

Safeguards under this Agreement shall not apply to uranium or thorium until they have reached the stage of the nuclear fuel cycle where they are of a composition and purity suitable for fuel fabrication or isotopic enrichment.

TERMINATION OF SAFEGUARDS

Article 35

- (a) Safeguards under this Agreement shall terminate on nuclear material under the conditions set forth in Article 11. When the conditions of that Article are not met but France considers that the recovery of nuclear material subject to safeguards under this Agreement from residues is not for the time being practicable or desirable, the Community and the Agency shall consult on the appropriate safeguards measures to be applied.
- (b) Safeguards under this Agreement shall terminate on nuclear material in the circumstances referred to in Article 13, provided that France, the Community and the Agency agree that the recovery of such material is impracticable.

EXEMPTIONS FROM SAFEGUARDS

Article 36

At the request of the Community, who shall make such a request if so required by France, the Agency shall exempt nuclear material from safeguards under this Agreement as follows:

- (a) special fissionable material, when it is used in gram quantities or less as a sensing component in instruments;
- (b) nuclear material, when it is used in non-nuclear activities in accordance with Article 13, if such nuclear material is recoverable; and

- (c) plutonium with an isotopic concentration of plutonium-238 exceeding 80%.

Article 37

At the request of the Community, who shall make such a request if so required by France, the Agency shall exempt from safeguards under this Agreement nuclear material that would otherwise be subject to such safeguards, provided that the total quantity of nuclear material which has been exempted in accordance with this Article may not at any time exceed:

- (a) one kilogram in total of special fissionable material, which may consist of one or more of the following:
 - (i) plutonium;
 - (ii) uranium with an enrichment of 0.2 (20%) and above, taken account of by multiplying its weight by its enrichment; and
 - (iii) uranium with an enrichment below 0.2 (20%) and above that of natural uranium, taken account of by multiplying its weight by five times the square of its enrichment;
- (b) ten metric tons in total of natural uranium and depleted uranium with an enrichment above 0.005 (0.5%);
- (c) twenty metric tons of depleted uranium with an enrichment of 0.005 (0.5%) or below; and
- (d) twenty metric tons of thorium;

or such greater amounts as may be specified by the Board for uniform application.

Article 38

If nuclear material exempted in accordance with Articles 36 or 37 is to be processed or stored together with nuclear material subject to safeguards under this Agreement, provision shall be made for the re-application of such safeguards thereto.

SUBSIDIARY ARRANGEMENTS

Article 39

- (a) In furtherance of this Agreement, a delegation composed of representatives of France and the European Community shall make with the Agency Subsidiary Arrangements which shall specify in detail, to

the extent necessary to permit the Agency to fulfil its responsibilities under this Agreement in an effective and efficient manner, how the procedures laid down in this Agreement are to be applied. The entry into force of the Subsidiary Arrangements shall be subject to the agreement of France.

- (b) The Subsidiary Arrangements may be extended or changed in the same manner without amendment of this Agreement.

Article 40

Subject to the provisions of Article 39(a) the Subsidiary Arrangements shall enter into force within 90 days of the entry into force of this Agreement. The Community shall provide the Agency promptly with the information required for completing the Subsidiary Arrangements. Upon entry into force of this Agreement, the Agency shall have the right to apply the procedures laid down therein in respect of the nuclear material listed in the inventory provided for in Article 41, even if the Subsidiary Arrangements have not yet entered into force.

INVENTORY

Article 41

On the basis of the initial report referred to in Article 62(a), the Agency shall establish a unified inventory of all nuclear material in France subject to safeguards under this Agreement, irrespective of its origin, and shall maintain this inventory on the basis of subsequent reports and the results of its verification activities. Copies of the inventory shall be made available to France and to the Community at intervals to be agreed.

DESIGN INFORMATION

General provisions

Article 42

In accordance with Article 8, design information (as defined in Article 43) in respect of facilities or parts thereof identified in the Facilities List shall be provided to the Agency by the Community during the discussion of the Subsidiary Arrangements. The time limits for provision of design information in respect of facilities or parts thereof added to that List shall be specified in the Subsidiary Arrangements and, in the case of a new facility or part thereof, such information shall be provided as early as possible before nuclear material is introduced into that facility or part.

Article 43

The design information to be provided to the Agency shall include, in respect of each facility or part thereof containing or to contain nuclear material subject to safeguards under this Agreement, when applicable:

- (a) The identification of the facility or part, stating its general character, purpose, nominal capacity and geographic location, and the name and address to be used for routine business purposes;
- (b) A description of the general arrangement of the facility or part with reference, to the extent feasible, to the form, location and flow of nuclear material and to the general layout of the important items of equipment which use, produce or process nuclear material;
- (c) A description of features of the facility or part relating to material accountancy, containment and surveillance; and
- (d) A description of the existing and proposed procedures at the facility or part for nuclear material accountancy and control, with special reference to material balance areas established by the operator, measurements of flow and procedures for physical inventory taking.

Article 44

Other information relevant to the application of safeguards under this Agreement shall also be provided to the Agency in respect of each facility or part in respect of which design information is provided in accordance with Articles 42 and 43, if so specified in the Subsidiary Arrangements. France shall provide the Community and the Agency with supplementary information on the health and safety procedures which the Agency shall observe and with which Agency inspectors shall comply at the facility or part.

Article 45

The Agency shall be provided by the Community with design information in respect of a modification relevant for purposes of safeguards under this Agreement, and shall be informed by the Community of any change in the information provided to it under Article 44, sufficiently in advance for the safeguards procedures to be applied under this Agreement to be adjusted when necessary.

Purpose of examination of design information

Article 46

The design information provided to the Agency shall be used for the following purposes:

- (a) to identify the features of facilities or parts thereof and nuclear material relevant to the application of safeguards to nuclear material in sufficient detail to facilitate verification;
- (b) to determine material balance areas to be used for accounting purposes under this Agreement and to select those strategic points which are key measurement points and which will be used to determine the flow and inventory of nuclear material; in determining such material balance areas the following criteria shall, inter alia, be used:
 - (i) the size of the material balance area shall be related to the accuracy with which the material balance can be established;
 - (ii) in determining the material balance area advantage shall be taken of any opportunity to use containment and surveillance to help ensure the completeness of flow measurements and thereby to simplify the application of safeguards and to concentrate measurement efforts at key measurement points;
 - (iii) a number of material balance areas in use at a facility, in parts of a facility or at distinct sites may be combined in one material balance area to be used for Agency accounting purposes when the Agency determines that this is consistent with its verification requirements; and
 - (iv) a special material balance area may be established at the request of France or the Community around a process step involving commercially sensitive information;
- (c) to establish the nominal timing and procedures for taking of physical inventory of nuclear material for accounting purposes under this Agreement;
- (d) to establish the records and reports requirements and records evaluation procedures;

- (e) to establish requirements and procedures for verification of the quantity and location of nuclear material; and
- (f) to select appropriate combinations of containment and surveillance methods and techniques and the strategic points at which they are to be applied.

Article 47

The results of the examination of the design information shall be included in the Subsidiary Arrangements.

Re-examination of design information

Article 48

Design information shall be re-examined by France and the Community, represented as prescribed in Article 39(a), and the Agency at the request of any of the parties to this Agreement in the light of any changes in operating conditions, of developments in safeguards technology or of experience in the application of verification procedures.

Article 49

The results of the re-examination shall be considered by all parties to this Agreement with a view to modifying the action the Agency has taken in accordance with Article 46.

Verification of design information

Article 50

The Agency, in co-operation with France and the Community, may send inspectors to facilities or parts thereof to verify the design information provided to the Agency in accordance with Articles 42 to 45 for the purposes stated in Article 46.

RECORDS SYSTEM

General provisions

Article 51

Records shall be kept, in accordance with Articles 52 to 58, in respect of each material balance area. The records to be kept and the person responsible for them shall be specified in the Subsidiary Arrangements.

Article 52

France shall make arrangements to facilitate the examination of the records by Agency inspectors.

Article 53

The records shall be retained for at least five years.

Article 54

The records shall consist, as appropriate, of:

- (a) accounting records of all nuclear material subject to safeguards under this Agreement; and
- (b) operating records for facilities or parts thereof containing such nuclear material.

Article 55

The system of measurements on which the records used for the preparation of reports are based shall either conform to the latest international standards or be equivalent in quality to such standards.

Accounting records

Article 56

Accounting records shall set forth the following in respect of each material balance area:

- (a) All inventory changes, so as to permit a determination of the book inventory at any time;
- (b) All measurement results that are used for determination of the physical inventory; and
- (c) All adjustments and corrections that have been made in respect of inventory changes, book inventories and physical inventories.

Article 57

For all inventory changes and physical inventories the records shall show, in respect of each batch of nuclear material, material identification, batch data and source data. The records shall account for uranium, thorium and plutonium separately in each batch of nuclear material. For each inventory change, the date of the inventory change and, when appropriate, the originating material balance area and the receiving material balance area or the recipient shall be indicated.

Operating records

Article 58

Operating records shall set forth, as appropriate, in respect of each material balance area:

- (a) those operating data which are used to establish changes in the quantities and composition of nuclear material;
- (b) the data obtained from the calibration of tanks and instruments and from sampling and analyses, the procedures to control the quality of measurements and the derived estimates of random and systematic error;
- (c) a description of the sequence of the actions taken in preparing for, and in taking, a physical inventory, in order to ensure that it is correct and complete; and
- (d) a description of the actions taken in order to ascertain the cause and magnitude of any accidental or unmeasured loss that might occur.

REPORTS SYSTEM

General provisions

Article 59

The Community shall provide the Agency with reports in accordance with Articles 60 to 65 and 67 to 69 in respect of nuclear material subject to safeguards under this Agreement.

Article 60

Reports shall be made in French.

Article 61

Reports shall be based on the records kept in accordance with Articles 51 to 58 and shall consist, as appropriate, of accounting reports and special reports.

Accounting reports

Article 62

- (a) The Agency shall be provided by the Community with an initial report on all nuclear material in facilities or parts thereof on the

Facilities List which is subject to safeguards under this Agreement. The initial report shall be dispatched to the Agency by the Community within thirty days of the last day of the calendar month in which this Agreement enters into force, and shall reflect the situation as at the last day of that month.

- (b) When facilities or parts thereof are added or restored to the Facilities List, the Agency shall be provided by the Community with an initial report on the nuclear material therein subject to safeguards under this Agreement. Such report shall be dispatched to the Agency by the Community within thirty days of the last day of the calendar month in which the facility or part thereof is added or restored to that List and shall reflect the situation as at the day on which it is added or restored.
- (c) When any nuclear material becomes subject to safeguards under this Agreement as foreseen in Article 14, an inventory change report on such material shall be dispatched to the Agency by the Community in accordance with Article 63(a).

Article 63

The Community shall provide the Agency with the following accounting reports for each material balance area:

- (a) Inventory change reports showing all changes in the inventory of nuclear material. The reports shall be dispatched as soon as possible and in any event within the time limits specified in the Subsidiary Arrangements; and
- (b) Material balance reports showing the material balance based on a physical inventory of nuclear material actually present in the material balance area. The reports shall be dispatched as soon as possible and in any event within the time limits specified in the Subsidiary Arrangements.

The reports shall be based on the data available as of the date of reporting and may be corrected at a later date, as required.

Article 64

Inventory change reports shall specify identification and batch data for each batch of nuclear material, the date of inventory change and, as appropriate, the originating material balance area and the receiving

material balance area or the recipient. These reports shall be accompanied by concise notes:

- (a) explaining the inventory changes, on the basis of the operating data contained in the operating records provided for under Article 58(a); and
- (b) describing, as specified in the Subsidiary Arrangements, the anticipated operational programme, particularly the taking of a physical inventory.

Article 65

The Community shall report each inventory change, adjustment and correction, either periodically in a consolidated list or individually. Inventory changes shall be reported in terms of batches. As specified in the Subsidiary Arrangements, small changes in inventory of nuclear material, such as transfers of analytical samples, may be combined in one batch and reported as one inventory change.

Article 66

The Agency shall provide the Community and France with half-yearly statements of book inventory of nuclear material subject to safeguards under this Agreement, for each material balance area, as based on the inventory change reports for the period covered by each such statement.

Article 67

Material balance reports shall include the following entries unless otherwise agreed in the Subsidiary Arrangements:

- (a) Beginning physical inventory;
- (b) Inventory changes (first increases, then decreases);
- (c) Ending book inventory;
- (d) Shipper/receiver differences;
- (e) Adjusted ending book inventory;
- (f) Ending physical inventory; and
- (g) Material unaccounted for.

A statement of the physical inventory, listing all batches separately and specifying material identification and batch data for each batch, shall be attached to each material balance report.

Special reports

Article 68

The Community shall make special reports without delay:

- (a) if any unusual incident or circumstances lead the Community to believe that there is or may have been loss of nuclear material that exceeds the limits specified for this purpose in the Subsidiary Arrangements; or
- (b) if the containment of nuclear material subject to safeguards under this Agreement has unexpectedly changed from that specified in the Subsidiary Arrangements to the extent that its unauthorized removal has become possible.

Amplification and clarification of reports

Article 69

If the Agency so requests, the Community shall provide it with amplifications or clarifications of any report, in so far as relevant for the purpose of safeguards under this Agreement.

INSPECTIONS

General provisions

Article 70

The Agency shall have the right to make inspections as provided for in this Agreement.

Purpose of inspections

Article 71

The Agency may make ad hoc inspections in order to:

- (a) verify the information contained in the initial reports on the nuclear material subject to safeguards under this Agreement provided in accordance with Articles 62(a) and (b);
- (b) identify and verify changes in the situation with respect to nuclear material subject to safeguards under this Agreement which have occurred between the date of the initial report and the date of entry into force of the Subsidiary Arrangements in respect of a given facility or part thereof; and

- (c) identify and if possible verify the quantity and composition of nuclear material subject to safeguards under this Agreement in respect of which the information referred to in Article 91 has been provided to the Agency, before the transfer of such material from the last facility or part thereof on the Facilities List in which it is held before it is transferred out of France, or upon its first being received into such a facility or part thereof.

Article 72

With respect to facilities or parts thereof designated in accordance with Article 78(a) the Agency may make routine inspections in order to:

- (a) verify that reports are consistent with records;
- (b) verify the location, identity, quantity and composition of all nuclear material subject to safeguards under this Agreement;
and
- (c) verify information on the possible causes of material unaccounted for, shipper/receiver differences and uncertainties in the book inventory.

Article 73

Subject to the procedures laid down in Article 77, the Agency may make special inspections:

- (a) in order to verify the information contained in special reports;
or
- (b) if the Agency considers that information made available by the Community and France, including explanations from the Community and France, and information obtained from routine inspections, is not adequate for the Agency to fulfil its responsibilities under this Agreement.

An inspection is said to be special when it is additional to the routine inspection effort provided for in this Agreement or involves access that is additional to that specified in Article 76 for ad hoc and routine inspections.

Scope of inspections

Article 74

For the purposes specified in Articles 71 to 73 the Agency may:

- (a) examine the records kept in accordance with Articles 51 to 58;

- (b) make independent measurements of all nuclear material subject to safeguards under this Agreement;
- (c) verify the functioning and calibration of instruments and other measuring and control equipment;
- (d) apply and make use of surveillance and containment measures; and
- (e) use other objective methods which have been demonstrated to be technically feasible.

Article 75

Within the scope of Article 74 the Agency shall be enabled:

- (a) to observe that samples at key measurement points for material balance accountancy are taken in accordance with procedures which produce representative samples, to observe the treatment and analysis of the samples and to obtain duplicates of such samples;
- (b) to observe that the measurements of nuclear material at key measurement points for material balance accountancy are representative and to observe the calibration of the instruments and equipment involved;
- (c) to make any necessary arrangements with the Community and, to the extent necessary, with France to provide for:
 - (i) additional measurements to be made and additional samples taken for the Agency's use;
 - (ii) the Agency's standard analytical samples to be analysed;
 - (iii) appropriate absolute standards to be used in calibrating instruments and other equipment; and
 - (iv) other calibrations to be carried out;
- (d) to arrange to use its own equipment for independent measurement and surveillance, and if so agreed and specified in the Subsidiary Arrangements, to arrange to install such equipment;
- (e) to apply its seals and other identifying and tamper-indicating devices to containments, if so specified in the Subsidiary Arrangements; and

- (f) to make arrangements with France or the Community for the shipping of samples taken for the Agency's use.

Access for inspections

Article 76

- (a) For the purposes specified in Article 71(a) and (b) and until such time as the strategic points have been specified in the Subsidiary Arrangements, Agency inspectors shall have access to any facility or part thereof on the Facilities List where the initial report or any inspections carried out in connection with it indicate that nuclear material subject to safeguards under this Agreement is present.
- (b) For the purposes specified in Article 71(c), Agency inspectors shall have access to any facility or part thereof on the Facilities List in which any nuclear material referred to in Article 71(c) is present.
- (c) For the purposes specified in Article 72 Agency inspectors shall have access only to the strategic points specified in the Subsidiary Arrangements and to the records maintained in accordance with Articles 51 to 58.
- (d) In the event of France or the Community concluding that any unusual circumstances require extended limitations on access by the Agency, France, the Community and the Agency shall promptly make arrangements with a view to enabling the Agency to discharge its safeguards responsibilities in the light of these limitations. The Director General shall report each such arrangement to the Board.

Article 77

In the circumstances which may lead to special inspections for the purposes specified in Article 73 France, the Community and the Agency shall consult forthwith. As a result of such consultations the Agency may:

- (a) make inspections in addition to the routine inspection effort provided for in this Agreement; and
- (b) obtain, on terms agreed with France and the Community, information or access additional to that specified in Article 76. Any disagreement shall be resolved in accordance with Articles 21

and 22. In case action by France or the Community, in so far as either party is individually concerned, is essential and urgent, Article 18 shall apply.

Frequency and intensity of routine inspections

Article 78

- (a) In view of the nature of the offer made by France, the Agency shall from time to time select from the Facilities List and designate to the Community and France those facilities or part thereof to which it wishes to apply routine inspections in accordance with paragraph (b) of this Article and with Articles 79 to 82. In respect of facilities or parts thereof not at any given time so designated, France and the Community will continue to provide the Agency with all information necessary for the implementation of safeguards.
- (b) The number, intensity and duration of routine inspections, applying optimum timing, shall be kept to the minimum consistent with the effective implementation of the safeguards procedures set forth in this Agreement, and the optimum and most economical use of available inspection resources under this Agreement shall be made.

Article 79

The Agency may carry out one routine inspection by year in respect of each facility or part thereof designated in accordance with Article 78(a) which has a content or annual throughput, whichever is greater, of nuclear material not exceeding five effective kilograms.

Article 80

The number, intensity, duration, timing and mode of routine inspections in respect of facilities or parts thereof designated in accordance with Article 78(a) and with a content or annual throughput of nuclear material exceeding five effective kilograms shall be determined on the basis that the inspection regime shall be no more intensive than is necessary and sufficient to maintain continuity of knowledge of the flow and inventory of nuclear material, and the maximum routine inspection effort in respect of such facilities or parts thereof shall be determined as follows:

- (a) For reactors and sealed storage installations, the maximum total of routine inspection per year shall be determined by allowing one sixth of a man-year of inspection for each such facility;

- (b) For facilities or parts of facilities where such parts have been separately designated, other than reactors or sealed storage installations, involving plutonium or uranium enriched to more than 5%, the maximum total of routine inspection per year shall be determined by allowing for each such facility or part $30 \times \sqrt{E}$ man-days of inspection per year, where E is the inventory or annual throughput of nuclear material, whichever is greater, expressed in effective kilograms. The maximum established for any such facility or part shall not, however, be less than 1.5 man-years of inspection; and
- (c) For facilities or parts of facilities separately designated which are not covered by paragraphs (a) or (b), the maximum total of routine inspection per year shall be determined by allowing for each such facility or part one third of a man-year of inspection plus $0.4 \times E$ man-days of inspection per year, where E is the inventory or annual throughput of nuclear material, whichever is greater, expressed in effective kilograms.

The parties to this Agreement may agree to amend the figures for the maximum inspection effort specified in this Article, upon determination by the Board that such amendment is reasonable.

Article 81

Subject to Articles 78 to 80 the criteria used to determine the actual number, intensity, duration, timing and mode of routine inspections in respect of any facility or part thereof designated in accordance with Article 78(a) shall include:

- (a) the form of the nuclear material, in particular, whether the nuclear material is in bulk form or contained in a number of separate items; its chemical composition and, in the case of uranium, whether it is of low or high enrichment; and its accessibility;
- (b) the effectiveness of the Community's safeguards, including the extent to which the operators of facilities are functionally independent of the Community's safeguards; the extent to which the measures specified in Article 32 have been implemented by the Community; the promptness of reports provided to the Agency; their consistency with the Agency's independent verification; and the amount and accuracy of the material unaccounted for, as verified by the Agency;

- (c) characteristics of that part of France's nuclear fuel cycle which is on the Facilities List, in particular, the number and types of facilities, the characteristics of such facilities relevant to safeguards under this Agreement, notably the degree of containment; the extent to which the design of such facilities facilitates verification of the flow and inventory of nuclear material; and the extent to which information from different material balance areas can be correlated;
- (d) international interdependence, in particular, the extent to which nuclear material is received from or sent to other States for use or processing; any verification activities by the Agency in connection therewith; and the extent to which nuclear activities in France are interrelated with those in other States;
- (e) technical developments in the field of safeguards, including the use of statistical techniques and random sampling in evaluating the flow of nuclear material; and
- (f) the quantity of safeguarded material actually present in the facility.

Article 82

France, the Community and the Agency shall consult if France or the Community consider that inspection effort is being deployed with undue concentration on particular facilities or parts thereof.

Notice of inspections

Article 83

The Agency shall give advance notice to the Community and to France before the arrival of Agency inspectors at facilities or parts of facilities as follows:

- (a) for ad hoc inspections in accordance with Article 71(c) at least 24 hours; for those in accordance with Article 71(a) and (b) and for verifications in accordance with Article 50, at least one week;
- (b) for special inspections in accordance with Article 73, notice shall be given as promptly as possible after France, the Community and the Agency have consulted in accordance with

Article 77, it being understood that the date of inspection will normally have been considered during those consultations; and

- (o) for routine inspections in accordance with Article 72, at least 24 hours in respect of the facilities or parts of facilities referred to in Article 80(b) and sealed storage installations containing plutonium or uranium enriched to more than 5%, and one week in all other cases.

Such notice of inspections shall include the names of the Agency inspectors and shall indicate the facilities or parts thereof to be visited and the period during which they will be visited. If the Agency inspectors are to arrive from outside France, the Agency shall also give advance notice of the place and time of their arrival in France.

Article 84

Notwithstanding the provisions of Article 83, the Agency may, as a supplementary measure, carry out without advance notification a portion of the routine inspections pursuant to Article 80 in accordance with the principle of random sampling. In performing any unannounced inspections, the Agency shall fully take into account any operational programme provided to it in accordance with Article 64(b). Moreover, whenever practicable, and on the basis of the operational programme, it shall advise France and the Community periodically of its general programme of announced and unannounced inspections, specifying the general periods when inspections are foreseen. In carrying out any unannounced inspections the Agency shall make every effort to minimize any practical difficulties for the Community, for France and for facility operators, bearing in mind the relevant provisions of Articles 44 and 89. Similarly, France and the Community shall make every effort to facilitate the task of Agency inspectors.

Designation of Agency inspectors

Article 85

The following procedures shall apply to the designation of Agency inspectors in accordance with Article 9:

- (a) The Director General shall inform France and the Community in writing of the name, qualifications, nationality, grade and such other particulars as may be relevant, of each Agency official he proposes for designation as an Agency inspector for France;

- (b) France and the Community shall inform the Director General within thirty days of the receipt of such a proposal whether the proposal is accepted;
- (c) The Director General may designate each official who has been accepted by France and the Community as one of the Agency inspectors for France, and shall inform France and the Community of such designations; and
- (d) The Director General, acting in response to a request by France or the Community or on his own initiative, shall immediately inform France and the Community of the withdrawal of the designation of any official as an Agency inspector for France.

However, in respect of Agency inspectors needed for verifications in accordance with Article 50 and to carry out ad hoc inspections in accordance with Article 71(a) and (b) designation procedures shall be completed if possible within thirty days after the entry into force of this Agreement. If such designation appears impossible within this time limit, Agency inspectors for such purposes shall be designated on a temporary basis.

Article 86

France shall grant or renew as quickly as possible appropriate visas, where required, for each Agency inspector designated in accordance with Article 85.

Conduct and visits of Agency inspectors

Article 87

Agency inspectors, in exercising their functions under Articles 50 and 71 to 75, shall carry out their activities in a manner designed to avoid hampering or delaying the construction, commissioning or operation of facilities or parts thereof or affecting their safety. In particular, Agency inspectors shall not operate any facility or part thereof themselves or direct the staff of a facility to carry out any operation. If Agency inspectors consider that in accordance with Articles 74 and 75 particular operations in a facility or part thereof should be carried out by the operator, they shall make a request therefor.

Article 88

When Agency inspectors require services available in France, including the use of equipment, in connection with the performance of inspections,

France and the Community shall, subject to the provisions of Article 15 facilitate the procurement of such services and the use of such equipment by Agency inspectors.

Article 89

The Community and France shall have the right to have Agency inspectors accompanied during their inspections by Community inspectors and by representatives of France provided that Agency inspectors shall not thereby be delayed or otherwise impeded in the exercise of their functions.

STATEMENT ON THE AGENCY'S VERIFICATION ACTIVITIES

Article 90

The Agency shall inform France and the Community of:

- (a) the results of its inspections, at intervals to be specified in the Subsidiary Arrangements; and
- (b) the conclusions it has drawn from its verification activities.

TRANSFERS OF NUCLEAR MATERIAL INTO OR OUT OF FRANCE

Article 91

- (a) The Community shall provide the Agency with the following information on international transfers of nuclear material in an amount exceeding one effective kilogram from or to the facilities or parts of facilities on the Facilities List:
 - (i) The organization or company which will prepare the nuclear material for export or which will receive it;
 - (ii) The description, and if possible the expected composition and quantity, of nuclear material in the anticipated export or import;
 - (iii) The State and organization or company to which the nuclear material is to be exported or from which it is to be imported and, where applicable (i.e. in those cases in which nuclear material is processed further in a second State before re-transfer to a third State), the State and organization or company of ultimate destination.

- (b) The information referred to in paragraph (a) of this Article shall be provided:
- (i) in the case of exports, normally not less than 10 days before the material in question is due to leave the last facility or part thereof on the Facilities List in which it will be held before it is transferred out of France;
 - (ii) in the case of imports, as soon as possible after the material in question is first received into such a facility or part thereof.
- (c) Where information has been provided to the Agency in accordance with paragraph (a) of this Article with respect to an international transfer of nuclear material from or to a facility or part thereof on the Facilities List, the Community shall make a Special Report as envisaged in Article 68 if any unusual circumstances lead the Community to believe that there is or may have been loss of nuclear material or the occurrence of significant delay during the transfer.

DEFINITIONS

Article 92

For the purposes of this Agreement:

- (1) "Community" means the legal person created by the Treaty establishing the European Atomic Energy Community (EURATOM), party to this Agreement. Where by virtue of this Agreement notice has to be given or any communication sent to the Community, it shall be sufficiently given or sent if given or sent to the Commission of the European Communities.
- (2) A "Adjustment" means an entry made in an accounting record or a report showing a shipper/receiver difference or material unaccounted for.
- B "Annual throughput" means, for the purposes of Articles 79 and 80, the amount of nuclear material transferred annually out of a facility working at nominal capacity.
- C "Batch" means a portion of nuclear material handled as a unit for accounting purposes at a key measurement point and for which the composition and quantity are defined by a single set of specifications or measurements. The nuclear material may be in bulk form or contained in a number of separate items.

D "Batch data" means the total weight of each element of nuclear material and, in the case of plutonium and uranium, the isotopic composition when appropriate. The units of account shall be as follows:

- (a) grams of contained plutonium;
- (b) grams of total uranium and grams of contained uranium-235 plus uranium-233 for uranium enriched in these isotopes; and
- (c) kilograms of contained thorium, natural uranium or depleted uranium.

For reporting purposes the weights of individual items in the batch shall be added together before rounding to the nearest unit.

E "Book inventory" of a material balance area means the algebraic sum of the most recent physical inventory of that material balance area and of all inventory changes that have occurred since that physical inventory was taken.

F "Correction" means an entry made in an accounting record or report to rectify an identified mistake or to reflect an improved measurement of a quantity previously entered in a record or report. Each correction must identify the entry to which it pertains.

G "Effective kilogram" means a special unit used in safeguarding nuclear material. The quantity in effective kilograms is obtained by taking:

- (a) for plutonium, its weight in kilograms;
- (b) for uranium with an enrichment of 0.01 (1%) and above, its weight in kilograms multiplied by the square of its enrichment;
- (c) for uranium with an enrichment below 0.01 (1%) and above 0.005 (0.5%), its weight in kilograms multiplied by 0.0001; and
- (d) for depleted uranium with an enrichment of 0.005 (0.5%) or below, and for thorium, its weight in kilograms multiplied by 0.00005.

- H. "Enrichment" means the ratio of the combined weight of the isotopes uranium-233 and uranium-235 to that of the total uranium in question.
- I. "Facility" means:
- (a) a reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation; or
 - (b) any location where nuclear material in amounts greater than one effective kilogram is customarily used.
- J. "Inventory change" means an increase or decrease, in terms of batches, of nuclear material in a material balance area; such a change shall involve one of the following:
- (a) Increases:
 - (i) Import;
 - (ii) Domestic receipt: receipts within France from other material balance areas; from an activity not subject to safeguards under this Agreement; at the starting point of safeguards;
 - (iii) Nuclear production: production of special fissionable material in a reactor; and
 - (iv) De-exemption: re-application of safeguards on nuclear material previously exempted therefrom on account of its use or quantity.
 - (b) Decreases:
 - (i) Export;
 - (ii) Domestic shipment: shipments within France to other material balance areas or for an activity not subject to safeguards under this Agreement;
 - (iii) Nuclear loss: loss of nuclear material due to its transformation into other element(s) or isotope(s) as a result of nuclear reactions;
 - (iv) Measured discard: nuclear material which has been measured, or estimated on the basis of measurements, and disposed of in such a way that it is not suitable for further nuclear use;

(v) Retained waste: nuclear material generated from processing or from an operational accident, which is deemed to be irrecoverable for the time being but which is stored;

(vi) Exemption: exemption of nuclear material from safeguards on account of its use or quantity; and

(vii) Other loss: for example, accidental loss (that is, irretrievable and inadvertent loss of nuclear material as the result of an operational accident) or theft.

K "Key measurement point" means a location where nuclear material appears in such a form that it may be measured to determine material flow or inventory. Key measurement points thus include, but are not limited to, the inputs and outputs (including measured discards) and storages in material balance areas.

L "Man-year of inspection" means, for the purposes of Article 80, 300 man-days of inspection, a man-day being a day during which a single inspector has access to a facility at any time for a total of not more than eight hours.

M "Material balance area" means an area in a facility such that:

- (a) the quantity of nuclear material in each transfer into or out of each material balance area can be determined; and
- (b) the physical inventory of nuclear material in each material balance area can be determined when necessary in accordance with specified procedures,

in order that the material balance for Agency safeguards purposes can be established.

N "Material unaccounted for" means the difference between book inventory and physical inventory.

O "Nuclear material" means any source or any special fissionable material as defined in Article XX of the Statute. The term "source material" shall not be interpreted as applying to ore or ore residue. Any determination by the Board under Article XX of the Statute after the entry into force of this Agreement which adds to the materials considered to be source material or special fissionable material shall have effect under this Agreement only upon acceptance by France and the Community.

- P "Physical inventory" means the sum of all the measured or derived estimates of batch quantities of nuclear material on hand at a given time within a material balance area, obtained in accordance with specified procedures.
- Q "Shipper/receiver difference" means the difference between the quantity of nuclear material in a batch as stated by the shipping material balance area and as measured at the receiving material balance area.
- R "Source data" means those data, recorded during measurement or calibration or used to derive empirical relationships, which identify nuclear material and provide batch data. Source data may include, for example, weight of compounds, conversion factors to determine weight of element, specific gravity, element concentration, isotopic ratios, relationship between volume and manometer readings and relationship between plutonium produced and power generated.
- S "Strategic point" means a location selected during examination of design information where, under normal conditions and when combined with the information from all strategic points taken together, the information necessary and sufficient for the implementation of safeguards measures is obtained and verified; a strategic point may include any location where key measurements related to material balance accountancy are made and where containment and surveillance measures are executed.

PROTOCOL

Article I

This Protocol amplifies certain provisions of the Agreement and, in particular, specifies the conditions and means according to which co-operation in the application of the safeguards provided for under the Agreement shall be implemented in such a way as to avoid unnecessary duplication of the Community's safeguards activities.

Article II

The Community shall collect the information on facilities or parts thereof to be provided to the Agency under the Agreement on the basis of an agreed indicative questionnaire annexed to the Subsidiary Arrangements.

Article III

France and the Community, represented as prescribed in Article 39(a), and the Agency shall jointly carry out the examination of design information provided for in Article 46(a) to (f) of the Agreement and shall include the agreed results thereof in attachments to the Subsidiary Arrangements to be known as "Facility Attachments". The verification of the design information provided for in Article 50 of the Agreement shall be carried out by the Agency in co-operation with the Community.

Article IV

When providing the Agency with the information referred to in Article II of this Protocol, the Community shall also transmit information on the inspection methods which it proposes to use when the facility or part thereof is designated in accordance with Article 78(a) of the Agreement and complete proposals, including estimates of inspection efforts for the routine inspection activities, for the Facility Attachments.

Article V

The Facility Attachments and amendments thereto shall be made in the same manner and their entry into force shall be subject to the like agreement as that laid down for the Subsidiary Arrangements in Article 39 of the Agreement.

Article VI

The Community shall collect the reports from the operators of facilities or parts thereof on the Facilities List, keep centralized accounts on the basis

of these reports and carry out the technical and accounting control and analysis of the information received.

Article VII

Upon completion of the tasks referred to in Article VI of this Protocol the Community shall produce and provide the Agency with the inventory change reports within the time limits specified in the Subsidiary Arrangements.

Article VIII

Further, the Community shall transmit to the Agency the material balance reports and physical inventory listings at intervals depending on the frequency of physical inventory taking as specified in the Subsidiary Arrangements.

Article IX

The form and format of the reports referred to in Articles VII and VIII of this Protocol shall be specified in the Subsidiary Arrangements.

Article X

The routine inspection activities of the Community and the Agency for the purposes of the Agreement, including the inspections referred to in Article 84 of the Agreement, shall be co-ordinated in accordance with the provisions of Articles XI to XIII of this Protocol.

Article XI

Subject to Articles 79 and 80 of the Agreement, in determining the actual number, intensity, duration, timing and mode of the Agency inspections in respect of each facility or part thereof, account shall be taken of the inspection effort carried out by the Community in the framework of its multinational system of safeguards in accordance with the provisions of this Protocol.

Article XII

Inspection efforts under the Agreement for each facility or part thereof shall be determined by the use of the criteria set out in Article 81 of the Agreement. Such criteria shall be implemented by using the rules and methods which may have been set forth in the Subsidiary Arrangements or which may have been used for the calculation of the inspection efforts in respect of specific examples attached to the Subsidiary Arrangements. Such rules and methods shall be reviewed from time to time, in accordance with Article 7 of the Agreement, to take into account technological developments in the field of safeguards and experience gained.

Article XIII

Such inspection efforts, expressed as agreed estimates of the actual inspection efforts to be applied, shall be set out in the Subsidiary Arrangements together with relevant descriptions of verification approaches and the scope of the inspections to be carried out by the Community and by the Agency. These inspection efforts shall be carried out only at the facilities or parts thereof designated in accordance with Article 78(a) of the Agreement and shall constitute the actual maximum inspection efforts under the Agreement at the facility or part thereof under normal operating conditions and under the conditions set out below:

- (a) The continued validity of the information on Community safeguards derived from the measures provided for in Article 32 of the Agreement, as specified in the Subsidiary Arrangements;
- (b) The continued validity of the information provided to the Agency in accordance with Article II of this Protocol;
- (c) The continued provision by the Community of the reports in accordance with Articles 59 and 61, 63 to 65 and 67 to 69 of the Agreement, as specified in the Subsidiary Arrangements;
- (d) The continued application of the co-ordination arrangements for inspections in accordance with Articles X to XXIII of this Protocol, as specified in the Subsidiary Arrangements; and
- (e) The application by the Community of its inspection effort with respect to the facility or part thereof, as specified in the Subsidiary Arrangements, in accordance with this Article.

Article XIV

Subject to the conditions of Article XIII of this Protocol, the Agency inspections shall be carried out simultaneously with the inspection activities of the Community. Agency inspectors may be present during the performance of certain of the Community inspections carried out at facilities or parts thereof designated by the Agency in accordance with Article 78(a) of the Agreement.

Subject to the provisions of paragraph (a), whenever the Agency can not by itself achieve the purposes of its routine inspections set out in the Agreement, the Agency inspectors shall implement the provisions of Articles 74 and 75 of the Agreement through the observation of the

inspection activities of the Community inspectors, provided, however, that:

- (i) Where it is foreseeable that the inspection activities of Agency inspectors will have to be implemented other than by observation of the inspection activities of the Community inspectors, this shall be specified in the Subsidiary Arrangements; and
- (ii) In the course of an inspection, if unforeseeable circumstances arise, Agency inspectors may carry out inspection activities other than by observation of the inspection activities of the Community inspectors where they find this to be essential and urgent, if the Agency could not otherwise achieve the purposes of its routine inspections.

Article XV

The general scheduling and planning of Community inspections under the Agreement shall be established by the Community in co-operation with the Agency.

Article XVI

Arrangements for the presence of Agency inspectors during the performance of certain of the Community inspections shall be agreed in advance by the Agency and the Community.

Article XVII

In order to enable the Agency to decide, on the basis of its requirements for statistical sampling, whether its inspectors should be present at a particular Community inspection, the Community shall provide the Agency with an advance statement of the numbers, types and contents of items to be inspected according to the information made available to the Community by the operator of the facility.

Article XVIII

Technical procedures for facilities or parts thereof shall be included in the Facility Attachments, in particular with respect to:

- (a) The determination of techniques for random selection of statistical samples; and
- (b) The checking and identification of standards.

Article XIX

Co-ordination arrangements for inspection shall be specified in each Facility Attachment.

Article XX

The specified co-ordination actions on matters specified in the Facility Attachments in accordance with Article XIX of this Protocol shall be taken between Community and Agency officials designated for that purpose.

Article XXI

The Community shall transmit to the Agency its working papers for those inspections at which Agency inspectors were present and inspection reports for all other Community inspections performed under the Agreement.

Article XXII

The samples of nuclear material for the Agency shall be drawn from the same randomly selected batches of items as for the Community and shall be taken together with Community samples, except when the maintenance of or reduction to the lowest practical level of the Agency inspection effort requires independent sampling by the Agency, as agreed in advance and specified in the Subsidiary Arrangements.

Article XXIII

The frequencies of physical inventories to be taken by facility operators and to be verified for safeguards purposes will be in accordance with those laid down as guidelines in the Subsidiary Arrangements. If additional activities under the Agreement in relation to physical inventories are considered to be essential, they will be discussed in the Liaison Committee provided for in Article XXV of this Protocol and agreed before implementation.

Article XXIV

Whenever the Agency can achieve the purposes of its ad hoc inspections as set out in the Agreement by observation of the inspection activities of Community inspectors, it shall do so.

Article XXV

(a) With a view to facilitating the application of the Agreement and of this Protocol, a Liaison Committee shall be established, composed of representatives of France, the Community and the Agency.

- (b) The Committee shall meet at the request of any of the parties:
- (i) To review, in particular, the performance of the co-ordination arrangements provided for in this Protocol, including agreed estimates of inspection efforts;
 - (ii) To examine the development of safeguards methods and techniques; and
 - (iii) To consider any questions which have been referred to it by the Sub-Committee referred to in paragraph (c).
- (c) The Committee may appoint a Sub-Committee to discuss, in particular and to the extent necessary for individual facilities or parts thereof, the operation of the co-ordination arrangements provided for in this Protocol, including, in the light of technical and operational developments, up-dating of agreed estimates of inspection efforts with respect to changes in throughput, inventory and facility operational programmes, and the application of inspection procedures in different types of routine inspection activities and, in general terms, statistical sampling requirements. Any questions which cannot be settled shall be referred to the Liaison Committee.
- (d) Without prejudice to urgent actions which may be required under the Agreement, should problems arise in the application of Article XIII of this Protocol, in particular when the Agency considers that the conditions specified therein have not been met, the Committee or Sub-Committee as appropriate shall meet as soon as possible in order to assess the situation and to discuss the measures to be taken. If a problem cannot be settled, the Committee may make appropriate proposals to the Parties, in particular with a view to modifying the estimates of inspection efforts for routine inspection activities.
- (e) The Committee shall elaborate proposals, as necessary, with respect to questions which require the agreement of the Parties.