

AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE
FRENCH REPUBLIC**

ON COOPERATION

**IN THE DEVELOPMENT OF PEACEFUL USES
OF NUCLEAR ENERGY**



PRESIDENT'S MINUTE NO. 314

In terms of section 83(1) of the Constitution of the Republic of South Africa, 1996, I hereby approve that the attached Agreement, between the Government of the Republic of South Africa and the Government of the French Republic on Cooperation in the Development of Potential Uses of Nuclear Energy be entered into and I hereby authorise the ministers of Energy to sign the Agreement.

Done at Pretoria this 11th day of the month of October 1996. Two (2) copies of the original of this document are hereby signed and sealed by me.

[Faint signature]
President of the Republic of South Africa

[Faint signature]
Minister of Energy

The Government of the Republic of South Africa and the Government of the French Republic (hereinafter referred to as the "Parties" or a "Party");

AFFIRMING their determination to develop the traditional ties of friendship existing between the two countries;

NOTING with satisfaction the fruitful outcome of economic, technical and scientific cooperation between the two countries;

RECALLING the Agreement on Co-operation regarding the Koeberg Nuclear Power Units I and II, between France and South Africa and which entered into force on 29 October 1976, and the Agreement between the International Atomic Energy Agency, the Government of the French Republic and the Government of the Republic of South Africa for the Application of Safeguards to the Koeberg Nuclear Power Station and to the Nuclear Material to be used therein, and which entered into force on 16 December 1976;

CONSIDERING the Agreement on Cooperation in the Field of Energy, between France and South Africa and which entered into force on 28 February 2008;

NOTING that both Parties are IAEA Member States;

CONSIDERING the participation of the two states in the Nuclear Suppliers Group (hereinafter referred to as "the NSG");

RECOGNIZING the respective nuclear disarmament and non-proliferation commitments of the French Republic and the Republic of South Africa, particularly the Treaty on the Non-Proliferation of Nuclear Weapons (of 1 July 1968 (hereinafter referred to as "the NPT")) signed by the French Republic as a nuclear weapons State Party and by the Republic of South Africa as a non-nuclear weapons State Party, as well as the African Nuclear-Weapon-Free zone Treaty (the *Madagascar Treaty*), done on 11 April 1996 and entered into force on 15 July 2001;

NOTING the Agreement for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons, which entered into force on 16 September 1991, and the Protocol Additional to the Agreement between the Government of the Republic of South Africa and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons, which entered into force on 13 September 2002;

NOTING the Agreement of 27 July 1978 between France, the European Atomic Energy Community and the International Atomic Energy Agency for the Application of Safeguards in France, which entered into force on 12 September 1981, and the Protocol Additional to the Agreement between France, the European Atomic Energy Community and the International Atomic Energy Agency for the Application of Safeguards in France, which entered into force on 30 April 2004;

NOTING the Agreement between the Government of the Republic of South Africa and the European Atomic Energy Community (EURATOM) for Cooperation in the Peaceful Uses of Nuclear Energy, signed on 18 July 2013;

CONSIDERING further the determination of the Parties to adopt the provisions within their jurisdictions required for the safe and responsible development of nuclear energy in compliance with the principles and provisions under the Convention on Nuclear Safety, the Convention on the Physical Protection of Nuclear Material, the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management, the Convention on Early Notification of a Nuclear Accident, and the Convention on Assistance in the case of Nuclear Accident or Radiological Emergency;

SEEKING to broaden and deepen the mutually beneficial economic scientific and technical cooperation between the two Parties on the basis of mutual respect for each other's internal affairs;

HEREBY AGREE as follows:

ARTICLE I
DEFINITIONS

For the purposes of this Agreement:

- (a) "equipment" shall mean any facility, equipment, or component listed in sections 1 and 3 to 7 of Annex B of the NSG Guidelines;
- (b) "facilities" shall mean plants referred to in Annex B, sections 1, 3, 4, 5, 6 and 7 of the most recently published NSG Guidelines;
- (c) "Guidelines" shall mean the NSG Guidelines for Nuclear Transfers published by the IAEA under INFCIRC/254/Rev.10/Part1 and their subsequent amendments as agreed to by the Parties;
- (d) "information" shall mean any piece of information, documentation or data of whatever nature, which relates to material, equipment, facilities or technology subject to this Agreement, but excluding information, documentation and data accessible to the public;
- (e) "intellectual property" shall have the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organization, signed at Stockholm on 14 July 1967, and which entered into force for South Africa on 23 March 1975 and for France on 18 October 1974;

The definition may be broadened as agreed by the Parties;

- (f) "material" shall mean non-nuclear material for reactors listed in Annex B of the NSG Guidelines;
- (g) "nuclear material" shall mean any special fissionable material or source material in accordance with the definitions contained in the Statute of the IAEA;

(h) "person" shall mean any individual or legal entity subject to the territorial jurisdiction of one of the Parties, but shall not include the Parties to this Agreement;

(i) "technology" shall mean the specific information necessary for the "development", "production" or "use" of any item listed in Annex B of the NSG Guidelines as updated from time to time, except data made available to the public, for instance data published in reviews or books, or which have become available internationally without any restrictions on dissemination.

This information can either be in the form of "technical data" or of "technical assistance";

(j) "development" shall mean all phases preceding "production", including studies, research pertaining to the design, assembly and tests of prototypes and as-built drawings;

(k) "production" shall mean all production phases;

(l) "use" shall mean operation, installation (including on-site installation), maintenance, repairs, refurbishing and overhauling;

(m) "technical assistance" may take different forms including instruction, skills, training, working knowledge and consulting services;

(n) "technical data" may consist of tracings, diagrams, blue-prints, manuals and instructions written or recorded on other media such as disks, magnetic tapes or storage units;

(o) "use for peaceful purposes" shall mean peaceful non-nuclear energy applications.

ARTICLE 2 OBJECTIVES

In accordance with this Agreement, the Parties shall, in compliance with the laws and regulations in force in each country and on the basis of mutual benefit, equality and reciprocity, develop and strengthen scientific, technical, industrial and economic cooperation in the field of peaceful uses of nuclear energy in accordance with the principal needs and priorities of their national nuclear programs and with the international agreements and commitments in the field of nuclear non-proliferation to which they are respectively parties.

ARTICLE 3 SCOPE OF COOPERATION

Cooperation mentioned in Article 2 may cover the following areas:

- (a) fundamental and applied research and development in the field of energy, not including the supply to research reactors of uranium enriched to twenty (20) per cent or more in the U 235 isotope;
- (b) use of nuclear energy for electricity generation, including the design, construction, operation and decommissioning of nuclear power plants in the Republic of South Africa, with total installed capacity of about 9.6 GW, and the fabrication of nuclear fuel;
- (c) nuclear spent fuel and radioactive waste management;
- (d) nuclear safety, radiation protection and radiological environmental protection;
- (e) accounting, control and physical protection of nuclear material;
- (f) manufacturing and application of radioisotopes;
- (g) radiation technology and its applications;
- (h) controlled nuclear fusion, plasma physics and plasmas technology;
- (i) exchange of information on legislation and regulations in the nuclear field;

- (j) decommissioning and decontamination of and supply of equipment to sites and nuclear facilities;

or any other areas of cooperation agreed upon by the Parties.

ARTICLE 4 FORMS OF COOPERATION

The cooperation stipulated in this Agreement may be undertaken in the following forms:

- (a) exchange of experts, scientific and technological information, organization of scientific seminars and conferences and training of administrative, scientific and technological personnel;
- (b) manufacturing and supply of material, nuclear material, equipment, facilities and related technologies (hereinafter referred to as "nuclear items and technologies") and services;
- (c) consultations on research and technological issues and performing joint research under programmes agreed by the Parties;

or any other form of cooperation agreed to by the Parties.

ARTICLE 5 IMPLEMENTATION OF THE AGREEMENT

1. The Parties may agree on the participation of public or private organizations of the two States (hereinafter referred to as "organizations") in the implementation of cooperation under this Agreement.
2. The conditions of implementation of cooperation as defined in articles 3 and 4 shall be specified on a case-by-case basis and to the extent of the provisions of this Agreement.

- (a) by specific agreements between the Parties or by arrangements between organizations designated by each of the Parties, for instance to specify the programmes and conditions of scientific and technical exchanges;
- (b) by contracts signed between organizations designated by each of the Parties on industrial developments and the supply of material, nuclear material, equipment, facilities or technology.

ARTICLE 6

COMPETENT AUTHORITIES

1. The Competent Authorities responsible for the implementation of this Agreement shall be:
 - (a) for the Government of the Republic of South Africa, the Department of Energy; and
 - (b) for the Government of the French Republic, the Ministry in charge of Energy;
2. The Competent Authorities may agree to involve organizations of both countries to participate in the implementation of the Agreement.
3. The Parties shall take the necessary measures to ensure the proper implementation of the Agreement as well as of specific agreements and contracts referred to in Article 5(2), in accordance with their respective laws, regulations and international obligations.

ARTICLE 7
ESTABLISHMENT OF A JOINT COORDINATING COMMITTEE
AND WORKING GROUPS

1. The Parties shall establish a Joint Coordinating Committee composed of the representatives appointed by the competent authorities to:
 - (a) review the implementation of this Agreement;
 - (b) to consider issues arising from its implementation and
 - (c) to hold consultations on issues of mutual interest related to the peaceful uses of nuclear energy.

2. The competencies and procedures of this Committee shall be defined jointly by the Competent Authorities.

3. The Joint Coordinating Committee meetings shall be held as necessary alternately in the French Republic and in the Republic of South Africa or as mutually agreed upon.

4. Each Party shall be responsible for its own travel and accommodation costs when attending meetings of the Joint Coordinating Committee.

5. The Competent Authorities may, if necessary, establish Working Groups to discuss further steps on implementing this Agreement and to exchange information on the progress of joint projects and programs and other issues of mutual interest.

6. Each Party shall bear the cost of participation in the Joint Coordinating Committee, subject to the limits of the budgets available to the Parties.

ARTICLE 8
SAFETY AND SECURITY

The Parties shall ensure in the cooperation carried out under this Agreement the achievement and maintenance of the highest level of nuclear safety and security in accordance with the principles and provisions of the Convention on Nuclear Safety, the Convention on the Physical Protection of Nuclear Material, the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management, the Convention on Early Notification of a Nuclear Accident and the Convention on Assistance in the case of a Nuclear Accident or Radiological Emergency.

ARTICLE 9
PROTECTION OF INFORMATION

1. Information provided under this Agreement or resulting from the implementation thereof and treated by any Party in accordance with their national laws and regulations as sensitive or classified shall be clearly defined and marked as such.
2. As cooperation develops, the Parties may consider the conclusion of a Security Agreement for the exchange of classified information, bearing in mind the following principles:
 - (a) The Parties shall protect the classified information and material to which they may have access under this Agreement in accordance with their respective national laws and regulations.
 - (b) The classified information and material shall only be sent through official channels or through agreed procedures between the Parties;
 - (c) No classified information or material received by one of the Parties under this Agreement may be in any way transferred, disseminated or disclosed to third parties or be made available to any person not authorized by the other Party and without its prior consent.

ARTICLE 10
INTELLECTUAL PROPERTY

The intellectual property rights gained through the cooperation provided by this Agreement shall be allocated on a case-by-case basis under the specific agreements and contracts referred to in Article 5 of this Agreement.

ARTICLE 11
CIVIL NUCLEAR LIABILITY

The Parties shall ensure that a civil nuclear liability regime is set up in their respective jurisdictions in accordance with the internationally established principles, including:

- (a) exclusive liability of operators of nuclear facilities;
- (b) objective liability of the operator (i.e. liability even in the absence of fault);
- (c) liability limited in amount and duration, covered by a financial guarantee or insurance, where necessary complemented by the State;
- (d) unique and exclusive jurisdiction of the courts of the Party in whose territory the accident occurred to hear claims;
- (e) non-discriminating nature of compensation (all damage to persons and property must be covered, except the installation itself and the items therein).

ARTICLE 12
PEACEFUL PURPOSES

The Parties shall ensure that material, nuclear material, equipment, facilities and technology transferred under this Agreement or under agreements entered into under this Agreement, as well as the nuclear material produced or obtained as by-products, are used for peaceful purposes only.

ARTICLE 13
RESTRICTIONS

1. In accordance with this Agreement, the transfer of material, nuclear material, equipment, facilities and technologies referred to in Article 12 shall be performed in compliance with the commitments of the Parties under the Guidelines and other international agreements which are binding on the Parties.

2. Should one of the Parties consider the retransfer to a third State of material, nuclear material, equipment, facilities and technology referred to in Article 12, or the transfer of material, nuclear material, equipment and technology referred to in Article 12, originating from equipment or facilities transferred originally or produced by means of transferred equipment, facilities or technology, that Party shall only do so after having obtained the same assurances from the recipient of these transfers as those laid down by this Agreement and with the consent of the other Party. Retransfers beyond the jurisdiction of the Parties of material, nuclear material, equipment, facilities and technology transferred under this Agreement or derived from those originally transferred shall take place in accordance with the NSG Guidelines (INFCIRC/254/Rev.10 /Part.1), as amended, and respective legislation.

3. Within the European Union, transfers and retransfers of items and products are subject to Chapter IX of the Treaty of 25 March 1957 establishing the European Atomic Energy Community on the nuclear common market, without prejudice to the provisions of Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items.

ARTICLE 14
SAFEGUARDS

1. Nuclear material held or imported by the Republic of South Africa, and all successive generations of nuclear material recovered or produced as a by-product, shall be subject to safeguards by the IAEA under the terms of the Agreement signed by the Republic of South Africa and the IAEA on 16 September 1991, for Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons, supplemented by an Additional Protocol which entered into force on 13 September 2002, which applies to all nuclear material in all nuclear activities carried out in the territory of the Republic of South Africa, under its jurisdiction or undertaken under its control wherever that may be.

2. All nuclear material transferred to the French Republic under this Agreement and notified as such by the supplying Party, and nuclear material recovered or produced as a by-product, shall be managed in accordance with the provisions of Chapter 7 of the Euratom Treaty on Safeguards and of the Agreement between France, the European Atomic Energy Community and the IAEA for the application of Safeguards in France signed on 20 and 27 July 1978, as supplemented by the Additional Protocol signed on 22 September 1998.

3. In the event of the IAEA Safeguards referred to in this Article of the Agreement not being applicable within the territory of either Party, the Parties shall undertake to consult each other with a view to subjecting, as soon as possible, nuclear material transferred or produced under this Agreement, and all successive generations of nuclear material recovered or produced as a by-product, to a mutually agreed Safeguards system, the effectiveness and scope of which being comparable to those previously applied by the IAEA for such nuclear material.

ARTICLE 15
PHYSICAL PROTECTION

1. Each Party shall ensure that the material, nuclear material, equipment, facilities and technology referred to in Article 12 of this Agreement are exclusively held by persons under its jurisdiction and authorized to do so.
2. Each Party shall ensure that, within its territory, or should the occasion arise, outside its territory up to the point where that responsibility is taken over by the other Party or by a third State, adequate measures are adopted to ensure the physical protection of the material, nuclear material, equipment and facilities referred to in this Agreement, in accordance with its national legislation and the international commitments to which it has subscribed.
3. Physical protection shall be ensured with respect to material, nuclear material, equipment, facilities and technologies transferred in accordance with this Agreement as well as with regard to material, nuclear material, equipment, facilities and technologies derived from those originally transferred or as a result of the use thereof at a level not lower than the level set out in IAEA recommendations document INFCIRC/225/Rev.5 as well as in any subsequent amendments thereto accepted by the Parties.
4. Under the three previous sub-Articles of this Article, each Party shall be responsible for the implementation and maintenance of *physical* protection measures in its territory.
5. Amendments to IAEA recommendations relating to *physical* protection shall be effective under this Agreement only after mutual written notification of acceptance of such amendments by both Parties.

ARTICLE 16
DURATION OF APPLICATION

1. Material, nuclear material, equipment, technologies and facilities referred to in Article 12 shall remain subject to this Agreement until:
 - (a) these items have been transferred beyond the jurisdiction of the receiving Party in accordance with the provisions of Article 13; or
 - (b) in this framework, a determination is made in the case of material, nuclear material, equipment, facilities and technologies that they are no longer usable nor practicably recoverable for processing into a form usable for any nuclear activity relevant as regards the safeguards referred to in Article 14 of this Agreement. Both Parties shall accept a determination made by the IAEA in accordance with the provisions for the termination of safeguards under the relevant Safeguards Agreements to which the IAEA is a party; or
 - (c) otherwise agreed upon by the Parties.
2. Technology shall remain subject to this Agreement until the Parties mutually agree otherwise.

ARTICLE 17
RIGHTS AND OBLIGATIONS UNDER OTHER AGREEMENTS

Nothing in this Agreement shall be interpreted as affecting the rights and obligations which, on the date of signature thereof, result from the participation of either Party in other international agreements on the use of nuclear energy for peaceful purposes, including, as regards the French Party, from its membership of the European Union and the European Atomic Energy Community and, as regards the South African Party, from its participation to the Euratom-South African Agreement signed on July 18, 2013.

ARTICLE 18
SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation, application or implementation of this Agreement shall be settled amicably between the Parties through negotiations, consultation, mediation or conciliation.

ARTICLE 19
AMENDMENTS

This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel. Such amendment shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures required for its entry into force have been completed.

ARTICLE 20
ENTRY INTO FORCE, DURATION AND TERMINATION

1. Both Parties shall notify each other in writing through the diplomatic channel of the completion of the internal procedures required to give effect to this Agreement. The date of entry into force shall be on the day the latest notification is received.
2. This Agreement shall remain in force for a period of ten (10) years, whereafter it shall automatically be renewed for successive ten-year periods. It may be terminated by either Party at any time giving six (6) months written notice in advance through the diplomatic channel of its intention to terminate this Agreement.
3. In the event of this Agreement expiring or being terminated, it shall be renewed with the procedure referred to in sub-Article (1) of this Article.

- the relevant provisions of this Agreement shall remain applicable to the specific agreements and contracts in force signed under Article 5, until expiration for whatever reason, unless otherwise mutually agreed to by the Parties;
- the provisions of Articles 8, 9, 10, 11, 12, 13, 14, 15 and 16 shall continue to apply to the material, nuclear material, equipment, facilities and technology referred to in Article 12 and transferred pursuant to this Agreement, as well as to nuclear material recovered or obtained as by-products.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the English and French languages, all texts being equally authentic.

DONE at on this day of 2014.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

**FOR THE GOVERNMENT OF
THE FRENCH REPUBLIC**

ACCORD

ENTRE

LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE

ET

LE GOUVERNEMENT DE LA RÉPUBLIQUE D'AFRIQUE DU SUD

RELATIF A LA COOPÉRATION

POUR LE DÉVELOPPEMENT DES UTILISATIONS PACIFIQUES

DE L'ÉNERGIE NUCLÉAIRE

Le Gouvernement de la République française et le Gouvernement de la République d'Afrique du Sud (ci-après dénommés « les Parties » ou « la Partie »),

AFFIRMANT leur volonté de développer les liens traditionnels d'amitié entre les deux pays ;

NOTANT avec satisfaction les résultats fructueux de la coopération économique, technique et scientifique entre les deux pays ;

RAPPELANT l'Accord de coopération entre le Gouvernement de la République française et le Gouvernement de la République d'Afrique du Sud relatif à la centrale nucléaire de Koeberg, tranches I et II, entré en vigueur le 29 octobre 1976, et l'Accord entre l'Agence internationale de l'énergie atomique, le Gouvernement de la République française et le Gouvernement de la République d'Afrique du Sud pour l'application des garanties, entré en vigueur le 16 décembre 1976 ;

CONSIDÉRANT l'Accord de coopération entre le Gouvernement de la République française et le Gouvernement de la République d'Afrique du Sud dans le domaine de l'énergie entré en vigueur le 28 février 2008 ;

NOTANT que les deux Parties sont des États membres de l'A.I.E.A. ;

CONSIDÉRANT la participation des deux États au Groupe des fournisseurs nucléaires (ci-après dénommé « le GFN ») ;

RECONNAISSANT les engagements de désarmement et de non-prolifération nucléaires respectifs de la République française et de la République d'Afrique du Sud, notamment le Traité sur la non-prolifération des armes nucléaires du 1^{er} juillet 1968 (ci-après dénommé « le TNP ») signé par la République française en tant qu'État partie doté d'armes nucléaires et par la République d'Afrique du Sud en tant qu'État partie non doté d'armes nucléaires, ainsi que le Traité sur une zone exempte d'armes nucléaires en Afrique (le Traité de Pélingaba), conclu le 11 avril 1996 et entré en vigueur le 15 juillet 2009 ;

NOTANT l'Accord relatif à l'application de garanties dans le cadre du Traité sur la non-prolifération des armes nucléaires, entre le Gouvernement de la République française et le Gouvernement de la République d'Afrique du Sud,

et l'Agence internationale de l'énergie atomique entré en vigueur le 16 septembre 1991, ainsi que le Protocole additionnel à l'Accord entre la République d'Afrique du Sud et l'Agence internationale de l'énergie atomique pour l'application des garanties en lien avec le Traité sur la non-prolifération des armes nucléaires, entré en vigueur le 13 septembre 2002 ;

NOTANT l'Accord du 27 juillet 1978 entre la France, la Communauté européenne de l'énergie atomique et l'A.I.E.A. relatif à l'application de garanties en France, entré en vigueur le 12 septembre 1981, ainsi que le Protocole additionnel à l'Accord entre la République Française, la Communauté européenne de l'énergie atomique et l'AIEA pour l'application des garanties en France, entré en vigueur le 30 avril 2004 ;

NOTANT l'Accord entre le Gouvernement de la République d'Afrique du Sud et la Communauté européenne de l'énergie atomique (Euratom) sur la coopération dans le domaine des utilisations pacifiques de l'énergie nucléaire signé le 18 juillet 2013 ;

CONSIDÉRANT également la volonté des Parties de prendre les dispositions de leur ressort nécessaires pour un développement sûr et responsable de l'énergie nucléaire, dans le respect des principes et dispositions prévus par la Convention sur la sûreté nucléaire, la Convention révisée sur la protection physique des matières nucléaires, la Convention commune sur la sûreté de la gestion du combustible usé et sur la sûreté de la gestion des déchets radioactifs, la Convention sur la notification rapide d'un accident nucléaire et la Convention sur l'assistance en cas d'accident nucléaire ou de situation d'urgence radiologique ;

DÉSIREUX d'élargir et d'approfondir la coopération économique, scientifique et technique mutuellement avantageuse entre les deux Parties, sur la base du respect mutuel de leurs affaires intérieures respectives,

Sont convenus de ce qui suit :

ARTICLE PREMIER

DÉFINITIONS

Aux fins du présent Accord :

(a) le terme « équipement » désigne toute installation, tout équipement ou tout composant énuméré à l'article 1^{er} et aux articles 3 à 7 de l'annexe B des Directives du GFN ,

(b) le terme « installations » désigne les usines mentionnées aux articles 1^{er}, 3, 4, 5, 6 et 7 de l'annexe B des Directives du GFN dans leur dernière version publiée ;

(c) le terme « Directives » désigne les Directives du GFN relatives aux transferts d'articles nucléaires, publiées par l'A.I.E.A. sous la référence INFCIRC/254/Rev.10/Part1, ainsi que tous leurs amendements ultérieurs acceptés par les Parties ;

(d) le terme « information » désigne tout renseignement, toute documentation ou toute donnée de quelque nature que ce soit, portant sur des matières, des équipements, des installations ou une technologie soumis au présent Accord, à l'exclusion des renseignements, de la documentation et des données accessibles au public ;

(e) l'expression « propriété intellectuelle » a le sens que lui attribue l'article 2 de la Convention portant création de l'Organisation mondiale de la propriété intellectuelle, signée à Stockholm le 14 juillet 1967 et entrée en vigueur pour l'Afrique du Sud le 23 mars 1975 et pour la France le 18 octobre 1974.

Cette définition peut être élargie d'un commun accord par les Parties ;

(f) le terme « matières » désigne les matières non nucléaires pour réacteurs énumérées à l'annexe B des Directives du GFN ;

(g) l'expression « matières nucléaires » désigne tout produit fissile spécial ou toute matière brute conformément à la définition de ces termes figurant à l'article 2 de ce statut de l'A.I.E.A. ;

(h) le terme « personne » désigne toute personne physique ou morale soumise à la juridiction territoriale de l'une ou l'autre Partie, à l'exclusion des Parties elles-mêmes ;

(i) le terme « technologie » désigne les informations spécifiques nécessaires au « développement », à la « production » ou à l'« utilisation » de tout article mentionné à l'annexe B des Directives du GFN ;

liste de l'annexe B des Directives du GFN telles que mises à jour régulièrement, à l'exception des données mises à la disposition du public, par exemple les données publiées dans des revues ou des livres, ou qui sont devenues disponibles au niveau international sans restriction de diffusion.

Ces informations peuvent prendre la forme de « données techniques » ou d'« assistance technique » ;

(j) Le terme « développement » désigne toutes les phases qui précèdent la « production », notamment les études, la recherche relative à la conception, aux assemblages et aux essais de prototypes et les plans d'exécution ;

(k) le terme « production » désigne toutes les phases de production ;

(l) le terme « utilisation » désigne la mise en œuvre, l'installation (y compris l'installation sur le site même), la maintenance, les réparations, la remise en état et la révision ;

(m) l'« assistance technique » peut prendre différentes formes telles que l'instruction, les qualifications, la formation, les connaissances pratiques, les services de consultations ;

(n) les « données techniques » peuvent être constituées de calques, schémas, plans, manuels et modes d'emploi sous une forme écrite ou enregistrée sur d'autres supports tels que disques, bandes magnétiques ou mémoires passives ;

(o) l'expression « utilisation à des fins pacifiques » désigne les applications pacifiques et non explosives.

ARTICLE 2

OBJECTIFS

Conformément au présent Accord, les Parties développent et renforcent, dans le respect des lois et règlements en vigueur dans chaque pays, sur la base de l'avantage mutuel, de l'égalité et de la réciprocité, leur coopération scientifique, technique, économique et commerciale dans le domaine des utilisations pacifiques de l'énergie nucléaire, conformément aux principaux besoins et priorités de leurs programmes nucléaires nationaux.

et engagements internationaux en matière de non-prolifération nucléaire auxquels elles sont respectivement parties.

ARTICLE 3 CHAMP D'APPLICATION DE LA COOPÉRATION

La coopération mentionnée à l'article 2 peut couvrir les domaines suivants :

- (a) la recherche et développement fondamentale et appliquée dans le domaine de l'énergie, à l'exclusion de la fourniture à des réacteurs de recherche d'uranium enrichi à 20 % et plus en isotope 235 ;
- (b) l'utilisation de l'énergie nucléaire pour la production d'électricité, comprenant la conception, la construction, l'exploitation et le démantèlement des centrales électronucléaires en République d'Afrique du Sud, avec une capacité totale installée d'environ 9,6 GW, ainsi que la fabrication de combustible nucléaire ;
- (c) la gestion du combustible nucléaire usé et des déchets radioactifs ;
- (d) la sûreté nucléaire, la radioprotection et la protection radiologique de l'environnement ;
- (e) la comptabilité, le contrôle et la protection physique des matières nucléaires ;
- (f) la fabrication et l'utilisation de radio-isotopes ;
- (g) la technologie des rayonnements et ses applications ;
- (h) la fusion nucléaire contrôlée, la physique et les technologies des plasmas ;
- (i) les échanges d'informations afférentes à la législation et à la réglementation dans le domaine nucléaire ;
- (j) le démantèlement et la décontamination des sites et installations nucléaires, ainsi que la fourniture d'équipements à ces sites et installations ;

ou tout autre domaine de coopération convenu entre les Parties.

ARTICLE 4 FORMES DE COOPÉRATION

La coopération prévue au présent Accord peut être mise en œuvre sous les formes suivantes :

(a) l'échange d'experts, d'information scientifique et technologique, l'organisation de séminaires et de conférences scientifiques ainsi que la formation de personnels administratif, scientifique et technologique ;

(b) la fabrication et la fourniture de matières, de matières nucléaires, d'équipements, d'installations et de technologies connexes (ci-après dénommés « articles et technologies nucléaires ») et de prestations de service ;

(c) des consultations sur des questions de recherche et de technologie et la mise en œuvre de recherches conjointes dans le cadre de programmes convenus entre les Parties ;

ou toute autre forme de coopération convenue entre les Parties.

ARTICLE 5

MISE EN ŒUVRE DE L'ACCORD

1. Les Parties peuvent convenir de la participation d'organismes publics et privés des deux États (ci-après dénommés « organismes ») pour la mise en œuvre de la coopération dans le cadre du présent Accord.

2. Les modalités de la mise en œuvre de la coopération définie aux articles 3 et 4 sont précisées, au cas par cas, dans le respect des dispositions du présent Accord :

- par des accords spécifiques entre les Parties ou des arrangements entre les organismes désignés par chacune des Parties, pour préciser notamment les programmes et les modalités des échanges scientifiques et techniques ;

- par des contrats conclus entre les organismes désignés par chacune des Parties, pour les réalisations industrielles et la fourniture de matières, de matières nucléaires, d'équipements, d'installations ou de technologie.

ARTICLE 6

AUTORITÉS COMPÉTENTES

1. Les Autorités compétentes chargées de la mise en œuvre du présent Accord sont :

(a) pour le Gouvernement de la République française, le ministère chargé de l'Énergie, et

(b) pour le Gouvernement de la République d'Afrique du Sud, le ministère de l'Énergie.

2. Les Autorités compétentes peuvent convenir d'inviter des organismes des deux pays à participer à la mise en œuvre du présent Accord.

3. Les Parties prennent les mesures nécessaires à la bonne exécution du présent Accord ainsi que des accords spécifiques et des contrats visés au paragraphe 2 de l'article 5, conformément à leur législation, à leur réglementation et à leurs obligations internationales respectives.

ARTICLE 7 **CRÉATION D'UN COMITÉ DE COORDINATION CONJOINT** **ET DE GROUPES DE TRAVAIL**

1. Les Parties créent un Comité de coordination conjoint composé de représentants désignés par les Autorités compétentes pour :

- (a) examiner la mise en œuvre du présent Accord ;
- (b) étudier les questions afférentes à celle-ci ;
- (c) mener des consultations sur les sujets d'intérêt commun relatifs aux utilisations pacifiques de l'énergie nucléaire.

2. Les attributions et les procédures de ce Comité sont définies conjointement par les Autorités compétentes.

3. Le Comité de coordination conjoint se réunit en tant que de besoin alternativement en République française et en République d'Afrique du Sud, ou comme convenu d'un commun accord.

4. Chaque Partie prend en charge ses frais de voyage et d'hébergement pour participer aux réunions du Comité de coordination conjoint.

5. Les Autorités compétentes peuvent, en tant que de besoin, créer des groupes de travail pour discuter de nouvelles mesures relatives à la mise en œuvre de l'accord.

échanger des informations sur les progrès réalisés dans le cadre des projets et programmes conjoints et sur d'autres questions d'intérêt commun.

6. Chaque Partie prend en charge les frais liés à sa participation aux travaux du Comité de coordination conjoint, dans les limites de ses disponibilités budgétaires.

ARTICLE 8 SÛRETÉ ET SÉCURITÉ

Les Parties veillent à atteindre et à maintenir, dans les coopérations mises en œuvre au titre du présent Accord, le plus haut niveau de sûreté et de sécurité nucléaires conformément aux principes et dispositions de la Convention sur la sûreté nucléaire, de la Convention sur la protection physique des matières nucléaires, de la Convention commune sur la sûreté de la gestion du combustible usé et sur la sûreté de la gestion des déchets radioactifs, de la Convention sur la notification rapide d'un accident nucléaire et de la Convention sur l'assistance en cas d'accident nucléaire ou de situation d'urgence radiologique.

ARTICLE 9 PROTECTION DES INFORMATIONS

1. Les informations fournies en application du présent Accord ou résultant de sa mise en œuvre et traitées par l'une des Parties, conformément à sa législation et à sa réglementation nationales, comme des informations sensibles ou classifiées sont clairement définies et marquées en tant que telles.

2. À mesure que la coopération se développe, les Parties peuvent envisager de conclure un accord de sécurité relatif à l'échange d'informations classifiées, en tenant compte des principes ci-après :

(a) les Parties protègent les informations et matériels classifiés auxquels elles peuvent avoir accès dans le cadre du présent Accord en conformité avec leur législation et leur réglementation nationales respectives ;

(b) les informations et matériels classifiés sont transmis uniquement par voie électronique par des procédures agréées entre les Parties ;

(c) aucune information ni aucun matériel classifié reçu par l'une des Parties dans le cadre du présent Accord ne peut être d'une quelconque manière transféré, diffusé ou divulgué à des tiers ou entités non autorisés par l'autre Partie et sans son consentement préalable.

ARTICLE 10 PROPRIÉTÉ INTELLECTUELLE

Les droits de propriété intellectuelle acquis dans le cadre de la coopération prévue par le présent Accord sont attribués au cas par cas dans les accords spécifiques et les contrats visés à l'article 5 du présent Accord.

ARTICLE 11 RESPONSABILITÉ CIVILE NUCLÉAIRE

Les Parties veillent à la mise en place dans leurs juridictions respectives d'un régime de responsabilité civile nucléaire conforme aux principes internationalement établis, en particulier :

- (i) responsabilité exclusive des exploitants d'installations nucléaires ;
- (ii) responsabilité objective de l'exploitant (c'est-à-dire responsabilité même en l'absence de faute) ;
- (iii) responsabilité limitée dans son montant et dans sa durée, couverte par une garantie financière ou une assurance, le cas échéant complétée par l'État ;
- (iv) compétence juridictionnelle unique et exclusive des tribunaux de la Partie sur le territoire de laquelle est survenu l'accident pour connaître des plaintes formées ;
- (v) caractère non discriminant de l'indemnisation (l'ensemble des dommages causés aux personnes et aux biens, à l'exception de l'installation elle-même et des biens s'y trouvant, devant être couverts).

ARTICLE 12 UTILISATIONS PACIFIQUES

Les Parties veillent à ce que les matières, matières nucléaires, équipements et installations et la technologie transférés conformément au présent Accord ou dans le cadre d'arrangements conclus en vertu du présent Accord, ainsi que les

nucléaires récupérées ou obtenues comme sous-produits, soient exclusivement utilisés à des fins pacifiques.

ARTICLE 13 RESTRICTIONS

1. Conformément aux dispositions du présent Accord, le transfert des matières, matières nucléaires, équipements, installations et de la technologie mentionnés à l'article 12 s'effectue en conformité avec les engagements des Parties énoncés dans les Directives et les autres accords internationaux qui lient les Parties.

2. Au cas où l'une des Parties envisagerait le retransfert vers un État tiers de matières, matières nucléaires, équipements, installations et de la technologie visés à l'article 12, ou le transfert de matières, matières nucléaires, équipements et de la technologie visés à l'article 12 provenant d'équipements ou installations transférés à l'origine ou obtenus grâce aux équipements ou installations ou à la technologie transférés, elle ne le fait qu'après avoir obtenu du destinataire de ces transferts les mêmes garanties que celles prévues par le présent Accord et avec le consentement de l'autre Partie. Les retransferts hors de la juridiction des Parties de matières, matières nucléaires, équipements, installations et de la technologie transférés dans le cadre du présent Accord ou dérivés de ceux initialement transférés s'effectuent conformément aux Directives du GEN (INFCIRC/254/Rev.10/Part.1) telles que modifiées et à leur législation respective.

3. À l'intérieur de l'Union européenne, les transferts et retransferts de biens et de produits sont soumis aux dispositions du Chapitre IX du Traité du 25 mars 1957 instituant la Communauté européenne de l'énergie atomique régissant le marché commun nucléaire, sans préjudice des dispositions du règlement (CE) n° 428/2009 du Conseil, du 26 mai 2009, instituant un régime communautaire de contrôle des exportations, des transferts, du courtage et du transit de biens à double usage.

ARTICLE 14 GARANTIES

1. Les matières nucléaires détenues ou importées par la République d'Afrique du Sud, ainsi que toutes générations successives de matières nucléaires récupérées ou obtenues comme sous-produits, sont soumises aux garanties de l'A.I.E.A. en vertu de l'Accord conclu par la République d'Afrique du Sud et l'A.I.E.A. le 16 septembre 1991 relatif à l'application des garanties dans le cadre du Traité de non-prolifération des armes nucléaires, complété par un protocole additionnel entré en vigueur le 13 septembre 2002, s'appliquant à toutes les matières nucléaires dans toutes les activités nucléaires exercées sur le territoire de la République d'Afrique du Sud, sous sa juridiction, ou entreprises sous son contrôle en quelque lieu que ce soit.

2. Toutes les matières nucléaires transférées à la République française en vertu du présent Accord et notifiées par la Partie fournisseur à cet effet, ainsi que les matières nucléaires récupérées ou obtenues comme sous-produits, sont gérées en conformité avec les dispositions du Chapitre VII du Traité Euratom sur le contrôle de sécurité et de l'Accord entre la France, la Communauté européenne de l'énergie atomique et l'A.I.E.A. relatif à l'application de garanties en France, signé les 20 et 27 juillet 1978, tel que complété par le protocole additionnel signé le 22 septembre 1998.

3. Au cas où les garanties de l'A.I.E.A. visées au présent article de l'Accord ne pourraient s'appliquer sur le territoire de l'une ou de l'autre Partie, les Parties s'engagent à entrer aussitôt en rapport en vue de soumettre dans les délais les plus brefs les matières nucléaires transférées ou obtenues en application du présent Accord, ainsi que toutes les générations successives de matières nucléaires récupérées ou obtenues comme sous-produits, à un dispositif mutuellement agréé de garanties, d'une efficacité et d'une portée équivalentes à celles précédemment appliquées par l'A.I.E.A. à ces matières nucléaires.

ARTICLE 15

PROTECTION PHYSIQUE

1. Chaque Partie veille à ce que les matières, matières nucléaires, équipements, installations et la technologie visés à l'article 12 du présent Accord soient continuellement détenus par des personnes placées sous sa juridiction et habilitées à cet effet.

2. Chaque Partie veille à ce que, sur son territoire ou, le cas échéant, hors de son territoire jusqu'au point où cette responsabilité est prise en charge par l'autre Partie ou par un État tiers, les mesures adéquates de protection physique des matières, matières nucléaires, équipements et installations visés par le présent Accord soient prises, conformément à la législation nationale et aux engagements internationaux auxquels elle s'est soumise.

3. La protection physique à l'égard des matières, matières nucléaires, équipements, installations et technologies transférés conformément au présent Accord ainsi que des matières, matières nucléaires, équipements, installations et technologies dérivés de ceux initialement transférés ou résultant de leur utilisation est assurée à un niveau au moins égal au niveau défini dans le document de recommandations INFCIRC/225/Rev. 5 de l'A.I.E.A., ainsi que tous ses amendements ultérieurs acceptés par les Parties.

4. Au titre des trois paragraphes précédents du présent article, chaque Partie est responsable de la mise en œuvre et du maintien des mesures de protection physique sur son territoire.

5. Les modifications des recommandations de l'A.I.E.A. relatives à la protection physique n'ont d'effet en vertu du présent Accord qu'après que les deux Parties se sont informées mutuellement par écrit de leur acceptation de ces modifications.

ARTICLE 16 **DURÉE D'APPLICATION**

1. Les matières, matières nucléaires, équipements, technologies et installations mentionnés à l'article 12 restent soumis au présent Accord jusqu'à ce que :

(a) ils aient été transférés hors de la juridiction de la Partie destinataire, conformément aux dispositions de l'article 13 ; ou que

(b) dans ce cadre, il soit établi, en ce qui concerne les matières, matières nucléaires, équipements, installations et technologies, qu'ils ne sont plus utilisables ou pratiquement récupérables pour être mis sous une forme utilisable pour une quelconque activité nucléaire pertinente du point de vue des garanties visées à l'article 14 du présent Accord. Les deux Parties s'engagent à accepter la décision de l'A.I.E.A. prise en conformité avec les dispositions sur la levée des garanties énoncées dans les accords de garanties spontanées auxquels l'A.I.E.A. est partie ; ou

(c) jusqu'à ce que les Parties en conviennent autrement.

2. La technologie reste assujettie au présent Accord jusqu'à ce que les Parties en conviennent autrement d'un commun accord.

ARTICLE 17

DROITS ET OBLIGATIONS DANS LE CADRE D'AUTRES ACCORDS

Aucune des dispositions du présent Accord ne peut être interprétée comme portant atteinte aux droits et aux obligations qui, à la date de sa signature, résultent de la participation de l'une ou l'autre Partie à d'autres accords internationaux relatifs à l'utilisation de l'énergie nucléaire à des fins pacifiques, notamment pour la Partie française, de son appartenance à l'Union européenne et à la Communauté européenne de l'énergie atomique, et, pour la Partie sud-africaine, de sa participation à l'Accord entre l'Euratom et l'Afrique du Sud signé le 18 juillet 2013.

ARTICLE 18

RÈGLEMENT DES DIFFÉRENDS

Tout différend résultant de l'interprétation, de l'application ou de la mise en œuvre du présent Accord est réglé à l'amiable entre les Parties par voie de négociations, de consultation, de médiation ou de conciliation.

ARTICLE 19

MODIFICATIONS

Le présent Accord peut être modifié d'un commun accord des Parties sous forme d'échange de notes entre les Parties par la voie diplomatique. La modification entre en vigueur à la date à laquelle les Parties se sont mutuellement informées par écrit de l'accomplissement de leurs procédures internes respectives requises pour son entrée en vigueur.

ARTICLE 20

ENTRÉE EN VIGUEUR, DURÉE ET DÉNONCIATION

1. Chaque Partie notifie à l'autre Partie, par écrit et par la voie diplomatique, l'accomplissement des procédures internes requises en ce qui la concerne pour l'entrée en vigueur du présent Accord. Celui-ci entre en vigueur à la date de réception de la dernière de ces notifications.

2. Le présent Accord est conclu pour une durée de dix (10) ans et est tacitement reconduit par la suite tous les dix ans. Il peut être dénoncé à tout moment par l'une ou l'autre des Parties, moyennant un préavis écrit de six (6) mois adressé par la voie diplomatique, dans lequel elle lui fait part de son intention de le dénoncer.

3. En cas d'expiration ou de dénonciation du présent Accord conformément à la procédure mentionnée au paragraphe 2 du présent article :

- les dispositions pertinentes du présent Accord demeurent applicables aux accords spécifiques et aux contrats en cours signés en vertu de l'article 5, jusqu'à expiration pour quelque cause que ce soit, sauf décision contraire prise d'un commun accord entre les Parties ;

- les dispositions des articles 8, 9, 10, 11, 12, 13, 14, 15 et 16 continuent à s'appliquer aux matières, matières nucléaires, équipements et installations et à la technologie visés à l'article 12 transférés en application du présent Accord, ainsi qu'aux matières nucléaires récupérées ou obtenues comme sous-produits.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leur Gouvernement respectif, ont signé le présent Accord et l'ont revêtu de leur sceau, en deux exemplaires originaux en langues française et anglaise, les deux textes faisant également foi.

Fait à... le... 2014

**POUR LE GOUVERNEMENT
DE LA RÉPUBLIQUE FRANÇAISE**

**POUR LE GOUVERNEMENT
DE LA RÉPUBLIQUE D'AFRIQUE DU SUD**



PRESIDENT'S MINUTE NO. 314

In terms of section 231 of the Constitution of the Republic of South Africa, 1996, I hereby approve that the attached Agreement between the Government of the Republic of South Africa and the Government of the French Republic on Cooperation in the Development of Peaceful Uses of Nuclear Energy be entered into, and I hereby authorise the Minister of Energy to sign the Agreement.

Given under my Hand and the Seal of the Republic of South Africa at
Pretoria on this 10 day of October, Two Thousand and Fourteen.

A handwritten signature in black ink, appearing to be "Jacob Zuma".

PRESIDENT

A handwritten signature in black ink, appearing to be "Gideon Brand".

DIRECTOR OF THE CABINET

81/172488
(Z. 19F)



PRESIDENT'S MINUTE NO. 314

In terms of section 231 of the Constitution of the Republic of South Africa, 1996, I hereby approve that the attached Agreement between the Government of the Republic of South Africa and the Government of the French Republic on Cooperation in the Development of Peaceful Uses of Nuclear Energy be entered into, and I hereby authorise the Minister of Energy to sign the Agreement.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this 10 day of October Two Thousand and Fourteen.

A handwritten signature in black ink, appearing to be "J. Zuma", written over a circular embossed seal.

PRESIDENT

A handwritten signature in black ink, appearing to be "M. D. M. M. M.", written in a cursive style.

MINISTER OF THE CABINET

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KOREA

AND

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

REGARDING COOPERATION

IN THE PEACEFUL USES OF NUCLEAR ENERGY

The Government of the Republic of Korea and the Government of the Republic of South Africa (hereinafter jointly referred to as the "Parties" and in the singular as a "Party")

~~TAKING into account the friendly relations and cooperation existing between the two countries;~~

~~NOTING with satisfaction the fruitful outcome of economic, technical and scientific cooperation between the two countries;~~

~~RECOGNISING that the Parties are Member States of the International Atomic Energy Agency (hereinafter referred to as "the IAEA") and also Parties to the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968 (hereinafter referred to as "the NPT"); and~~

~~SEEKING further to broaden and deepen the mutually beneficial economic, scientific and technical cooperation between the two Parties on the basis of mutual respect for each other's internal affairs;~~

~~HEREBY AGREE as follows:~~

ARTICLE 1 DEFINITIONS

In this Agreement, unless the context indicates otherwise:

- (a) "classified information" refers to information categorised in terms of information security requirements;
- (b) "Guidelines" means the Guidelines for Nuclear Transfers published in the IAEA document INFCIRC/254/Rev. 9/Part 1 and its subsequent revisions and modifications as agreed to by the Parties;

- (c) "equipment" means any facilities, equipment, or component listed in Annex B of the Guidelines;
- (d) "intellectual property" has the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organisation, signed at Stockholm on 14 July 1967;
- (e) "materials" means non-nuclear material for reactors listed in Annex B of the Guidelines;
- (f) "nuclear material" means any source material or any special fissionable material as these terms are defined in Annex A of the Guidelines;
- (g) "person" means any individual, corporation, partnership, firm or company, association, trust, public or private institute, group, governmental agency or corporation, but does not include the Parties to this Agreement; and
- (h) "technology" means specific information required for the development, production, or use of any equipment or material as defined in Annex A of the Guidelines.

ARTICLE 2 OBJECTIVES

The Parties shall, on the basis of mutual benefit, equality and reciprocity, develop and strengthen scientific, technical and economic cooperation in the field of peaceful uses of nuclear energy in accordance with the needs and priorities of their national nuclear programs.

ARTICLE 3 AREAS OF COOPERATION

The Parties shall in terms of this Agreement cooperate in the following areas:

- (a) fundamental and applied research and development in the field of nuclear power engineering;

- (b) design, construction, operation and modernization of nuclear power plants and commercial and research nuclear reactors;
- (c) use of nuclear energy for electricity generation, heating and desalination of salt water and nuclear research;
- ~~(d) exploration and mining of uranium;~~
- ~~(e) fuel manufacture for commercial and research reactors including fuel development and design, construction, operation, technology and modernization of fuel fabrication facilities;~~
- (f) radioactive waste management;
- (g) development, manufacturing and supply of components and materials, including nuclear material (source material and special fissionable material) to be used in nuclear reactors and their nuclear cycles;
- (h) nuclear safety, radiation protection and radiological environmental protection;
- (i) accounting, control and physical protection of nuclear materials;
- (j) manufacturing and application of radioisotopes;
- (k) radiation technology and its applications;
- (l) controlled nuclear fusion, plasma physics and plasma technologies;
- (m) state regulation of nuclear and radiation safety;
- (n) decommissioning and decontamination of nuclear facilities; and
- (o) other areas of cooperation to be agreed upon by the Parties.

ARTICLE 4 MODE OF COOPERATION

The cooperation stipulated in this Agreement may be undertaken in the following forms:

- (a) exchange of experts, scientific and technological information, organization of scientific seminars and conferences and training of administrative, scientific and technological personnel;
- (b) the establishment of joint working groups in terms of paragraph 3 of Article 6 of this Agreement, if necessary, to implement specific studies and projects

- in the area of scientific research and technological development;
- (c) the supply of nuclear material, non-nuclear material, equipment, facilities and related technologies (hereinafter referred to as "nuclear items and technologies");
 - ~~(d) consultations on research and technological issues and performing joint research under agreed programs; and~~
 - (e) other forms of cooperation to be agreed upon by the Parties.

ARTICLE 5 COMPETENT AUTHORITIES

1. The Competent Authorities responsible for the implementation of this Agreement shall be:
 - (a) in the case of the Government of the Republic of Korea, the Ministry of Education, Science and Technology; and
 - (b) in the case of the Government of the Republic of South Africa, the Department of Energy.
2. The Competent Authorities may agree to involve state and private organizations of both countries to participate in the implementation of this Agreement.

ARTICLE 6 ESTABLISHMENT OF A JOINT COORDINATING COMMITTEE AND WORKING GROUP

1. The Parties shall establish a Joint Coordinating Committee composed of the representatives designated by the Competent Authorities to review the implementation of this Agreement, to consider issues arising from its implementation and to hold consultations on issues of mutual interest related to the peaceful uses of nuclear energy.

2. The Joint Coordinating Committee meetings shall be held as necessary alternately in the Republic of South Africa and in the Republic of Korea as mutually agreed upon.

~~3. The Competent Authorities may, if necessary, establish Working Groups to discuss further steps on implementing this Agreement and to exchange information on the progress of joint projects and programs and other issues of mutual interest.~~

ARTICLE 7

PROTECTION OF INFORMATION

1. Classified information of the Parties shall not be exchanged under this Agreement.

2. Information provided under this Agreement or resulting from the implementation thereof and treated by any Party as sensitive or confidential shall be clearly defined and marked as such.

3. In accordance with the domestic laws of the Parties, the information referred to in paragraph 2 of this Article shall be treated as confidential.

4. Sensitive or confidential information shall be handled in accordance with the domestic laws of the receiving Party; and such information shall not be disclosed or transferred to a third party, which is not participating in the implementation of this Agreement, without the written consent of the sending Party.

5. In accordance with the domestic laws, the Parties shall provide for the effective protection and distribution of the rights to the intellectual property transferred or created under this Agreement, including its ownership and legal use. The issues of protection and distribution of Intellectual Property Rights including protection of a third party's legitimate rights, taking into full consideration the equitable portion of ownership based on the contribution of the respective participants, shall be regulated by the Agreement concluded by the Parties.

ARTICLE 8
RESTRICTIONS

1. In terms of this Agreement, the export of nuclear items and technologies shall be performed in accordance with the commitments of the Parties under the Guidelines for Nuclear Suppliers Group and other international agreements which are binding on the Parties.

2. The Parties shall ensure that nuclear items and technologies received in accordance with this Agreement as well as nuclear items and technologies produced on the basis thereof or as the result of their utilization shall:

- (a) not be used for the research on the development and the manufacture of nuclear weapons and other nuclear explosive devices or for any military purposes; and
- (b) not be transferred to an unauthorized person or, unless the Parties agree in writing, beyond the jurisdiction of the receiving Party.

ARTICLE 9
SAFEGUARDS

1. Nuclear material transferred to the Republic of South Africa pursuant to this Agreement and any nuclear material produced through the utilization of any material, equipment, or technologies so transferred shall be subject to the terms of the Agreement between the Government of the Republic of South Africa and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons signed on 16 September, 1991 as complemented by the additional protocol.

2. Nuclear material transferred to the Republic of Korea pursuant to this Agreement and any nuclear material produced through the utilization of any material, equipment,

or technologies transferred shall be subject to the terms of the Agreement between the Government of the Republic of Korea and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons signed on 31 October, 1975 as complemented by the additional protocol.

3. If, for any reason or at any time, the IAEA is not administering such safeguards within the jurisdiction of a Party, that Party shall forthwith enter into arrangements with the other Party which conform to IAEA safeguards principles and procedures for the application of safeguards to nuclear material transferred pursuant to this Agreement.

ARTICLE 10

PHYSICAL PROTECTION

1. Physical protection shall be maintained with respect to nuclear materials and equipment transferred in accordance with this Agreement as well as with regard to nuclear materials and equipment produced on the basis thereof or as a result of the utilization thereof at a level not lower than the level set out in the IAEA document INFCIRC/225/Rev. 4 as well as in any subsequent amendments thereto accepted by the Parties.

2. Each Party shall be responsible for the implementation and maintenance of physical protection measures on its territory.

ARTICLE 11

DURATION OF APPLICATION

1. Nuclear material, material and equipment shall remain subject to this Agreement until:

- (a) such items have been transferred beyond the jurisdiction of the receiving Party in accordance with the provisions of Article 8;
- (b) a determination is made, in the case of nuclear material, that it is no longer usable nor practicably recoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of safeguards referred to in Article 9 of this Agreement. Both Parties shall accept a determination made by the IAEA in accordance with the provisions for the termination of safeguards in terms of the relevant safeguards agreements to which the IAEA is a party; or
- (c) otherwise agreed upon by the Parties.

2. Technology shall remain subject to this Agreement until the Parties otherwise agree.

ARTICLE 12

SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the interpretation, application or implementation of this Agreement shall be settled amicably through negotiations or consultation between the Parties.

ARTICLE 13

AMENDMENTS

This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

ARTICLE 14

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall enter into force on the date on which both Parties have notified each other in writing through the diplomatic channel of its compliance with the constitutional requirements necessary for the implementation of this Agreement. The date of entry into force shall be the date of the last notification.

2. ~~This Agreement shall remain in force for a period of five (5) years, where after it shall automatically be renewed for successive five-year periods. It may be terminated by either Party at any time giving six (6) months written notice in advance through the diplomatic channel of its intention to terminate this Agreement.~~

3. Notwithstanding termination of this Agreement, the obligations and implementing arrangements contained in this Agreement shall remain in force until otherwise agreed to by the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed and sealed this Agreement in two originals in Korean and English languages, all texts being equally authentic.

DONE at *Seoul* on this *8th* day of *October* 2010.

AL 734

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA

EP

FOR THE GOVERNMENT OF
THE REPUBLIC OF SOUTH AFRICA

남아프리카공화국 정부와 대한민국 정부 간의
원자력의 평화적 이용에 관한 협력을 위한 협정

남아프리카공화국 정부와 대한민국 정부(이하 복수로는 “당사자들”, 단수로는 “당사자”라 한다)는,

양국 간의 기존의 우호 관계와 협력을 고려하고,

양국 간의 경제, 기술 및 과학 협력의 뛰어난 성과를 긍정적으로 주목하며,

당사자들이 국제원자력기구(이하 “IAEA”라 한다)의 회원국이고, 1968년 7월 1일 체결된 「핵무기의 비확산에 관한 조약」(이하 “핵비확산조약”이라 한다)의 당사자들임을 인식하고,

각자의 국내 문제에 대한 상호 존중을 바탕으로 양 당사자 간의 호혜적인 경제, 과학 및 기술 협력을 확대하고 강화하고자,

다음과 같이 합의하였다.

제 1 조 정의

이 협정에서 문맥상 달리 의미하지 않는다면

- 가. “비밀 정보”란 정보 보안 요건에 따라 분류된 정보를 가리킨다.
- 나. “지침”이란 IAEA의 문서 INFCIRC/254/Rev.9/Part 1에서 발간된 원자력 이전을 위한 지침 및 당사자들이 합의한 그 후속 개정 및 수정본을 말한다.
- 다. “장비”란 지침의 “부속서 나”에 열거된 모든 시설, 장비 또는 부품을 말한다.
- 라. “지식재산권”은 1967년 7월 14일 스톡홀름에서 서명된 「세계지적소유권기구 설립협약」 제2조에서 주어진 의미를 가진다.
- 마. “물질”이란 지침의 “부속서 나”에 열거된 원자로용 비핵물질을 말한다.
- 바. “핵물질”이란 지침의 “부속서 가”에서 정의된 바와 같이 모든 원료 물

질 또는 특수해분열성물질을 말한다.

사. "자(者)"란 모든 개인, 법인, 조합, 상사 또는 회사, 사단, 신탁, 공공 또는 민간 기구, 단체, 정부 기관 또는 공사를 말하며, 이 협정의 당사자들은 이에 포함되지 아니한다.

아. "기술"이란 지침의 "부속제 가"에서 정의된 바와 같이 모든 장비 또는 물질의 개발, 생산 또는 이용에 필요한 특정 정보를 말한다.

제 2 조

목적

당사자들은 호혜, 평등 및 상호주의에 기초하여 국가 원자력 프로그램의 필요와 우선순위에 따라 원자력의 평화적 이용 분야에서 과학, 기술 및 경제 협력을 발전시키고 강화한다.

제 3 조

협력 분야

당사자들은 이 협정에 따라 다음의 분야에서 협력한다.

- 가. 원자력 공학 분야의 기초 및 응용 연구와 개발
- 나. 원자력 발전소와 상업용 및 연구용 원자로의 설계, 건설, 운영 및 최신화
- 다. 발전, 열수 가열 및 담수화와 핵 연구를 위한 원자력 사용
- 라. 우라늄 탐사 및 채취
- 마. 연료 개발과 연료 가공시설의 설계, 건설, 운영, 기술 및 최신화를 포함하여 상업용 및 연구용 원자로를 위한 연료 제조
- 바. 방사성 폐기물 관리
- 사. 원자로와 그 핵주기에 사용될 핵물질(원료 물질과 특수해분열성물질)을 포함하는 부품과 물질의 개발, 제조 및 공급
- 아. 원자력 안전, 방사선 방호 및 방사선 환경 방호
- 자. 핵물질의 계량, 통제 및 물리적 방호

- 차. 방사성 동위원소의 제조 및 응용
- 카. 방사선 기술 및 그 응용
- 타. 제어 핵융합, 플라즈마 물리 및 플라즈마 기술
- 파. 원자력 및 방사선 안전 관련 정부 규제
- 하. 원자력 시설의 해체 및 책임
- 거. 당사자들이 합의하는 그 밖의 협력 분야

제 4 조

협력 방식

이 협정에 규정된 협력은 다음의 형태로 수행될 수 있다.

- 가. 전문가 및 과학·기술 정보의 교환, 과학 세미나 및 회의의 개최, 행정·과학 및 기술 인력의 훈련
- 나. 필요 시 과학 연구와 기술 개발 분야의 특별 연구 및 프로젝트 수행을 위하여 이 협정 제6조제3항에 따른 공동 작업반 설립
- 다. 핵물질, 비핵물질, 장비, 시설 및 관련 기술(이하 “원자력 품목 및 기술”이라 한다)의 공급
- 라. 연구와 기술 문제에 대한 협의와 합의된 프로그램에 따른 공동 연구의 수행
- 마. 당사자들이 합의하는 그 밖의 형태의 협력

제 5 조

권한 있는 당국

1. 이 협정의 이행을 책임지는 권한 있는 당국은 다음과 같다.
 - 가. 대한민국 정부의 경우 교육과학기술부
 - 나. 남아프리카공화국 정부의 경우 에너지부
2. 권한 있는 당국은 이 협정의 이행에 양국의 정부와 민간 기관이 참여하도록

를 합의할 수 있다.

제 6 조

공동조정위원회 및 작업반의 설치

1. 당사자들은 이 협정의 이행을 검토하고, 이 협정의 이행에서 야기되는 문제들을 심의하며, 원자력의 평화적 이용과 관련된 상호 관심 사항을 협의하기 위하여 권한 있는 당국이 지명하는 대표들로 구성된 공동조정위원회를 설치한다.

2. 공동조정위원회 회의는 상호 합의에 의하여 필요에 따라 대한민국과 남아프리카공화국에서 번갈아 개최된다.

3. 권한 있는 당국은 필요 시 이 협정 이행의 추가 조치를 논의하고 공동 프로젝트와 프로그램의 진전 및 다른 상호 관심 사항에 대한 정보를 교환하기 위하여 작업반을 설치할 수 있다.

제 7 조

정보 보호

1. 당사자들의 비밀 정보는 이 협정에 따라 교환되지 아니한다.

2. 이 협정에 따라 제공되거나 그 이행의 결과로 생성된 정보로서 어느 당사자가 민감하거나 비밀로 취급하는 정보는 그러한 것으로 명확하게 정의되고 명시되어야 한다.

3. 이 조 제2항에 언급된 정보는 당사자들의 국내법에 따라 비밀로 취급된다.

4. 민감하거나 비밀인 정보는 접수 당사자의 국내법에 따라 처리된다. 그리고 이러한 정보는 제공 당사자의 서면 동의 없이는 이 협정의 이행에 참여하지

않는 제삼자에게 공개되거나 이전되지 아니한다.

5. 당사자들은 국내법에 따라 그 소유권과 법적 사용을 포함하여 이 협정에 따라 이전되거나 발생하는 지식재산권에 대한 효과적인 보호와 분배를 규정한다. 제삼자의 정당한 권리 보호를 포함한 지식재산권의 보호 및 분배 문제는 각 참여자의 기여도에 기초한 소유권의 공평한 몫을 충분히 고려하여 당사자들이 체결한 협정에 따라 규율된다.

제 8 조

제한

1. 이 협정과 관련하여, 원자력 품목 및 기술의 수출은 「원자력 공급국 그 품을 위한 지침」 및 당사자들을 구속하는 다른 국제적 합의에 따른 당사자들의 약속에 따라 수행된다.

2. 당사자들은 이 협정에 따라 접수된 원자력 품목 및 기술에 대해서뿐만 아니라 그것에 기초하거나 그 이용의 결과로 생산된 원자력 품목 및 기술에 대해서도 다음을 보장한다.

가. 핵무기 및 다른 핵폭발장치의 개발과 제조에 대한 연구나 어떠한 군사적 목적을 위해서도 사용되지 아니할 것

나. 허가받지 아니한 자에게 또는 당사자들이 서면으로 동의하지 않는 한 접수 당사자의 관할권 밖으로 이전되지 아니할 것

제 9 조

안전조치

1. 이 협정에 따라 남아프리카공화국에 이전된 핵물질과 그렇게 이전된 물질, 장비 또는 기술을 이용하여 생산된 모든 핵물질은 1991년 9월 16일 서명되고, 추가의정서에 의해 보완된 「남아프리카공화국 정부와 국제원자력기구 간의 핵무

기의 비확산에 관한 조약과 관련된 안전조치의 적용을 위한 협정」 규정의 적용을 받는다.

2. 이 협정에 따라 대한민국에 이전된 핵물질과 이전된 물질, 장비 또는 기술을 이용하여 생산된 모든 핵물질은 1975년 10월 31일 서명되고, 추가의정서에 의해 보완된 「대한민국 정부와 국제원자력기구 간의 핵무기의 비확산에 관한 조약에 관련된 안전조치의 적용을 위한 협정」 규정의 적용을 받는다.

3. 사유나 시기를 불문하고 IAEA가 한쪽 당사자의 관할권 내에서 그러한 안전조치를 시행하지 아니하는 경우 그 당사자는 즉시 다른 쪽 당사자와 이 협정에 따라 이전되는 핵물질에 대한 안전조치의 적용을 위하여 IAEA의 안전조치 원칙 및 절차에 부합하는 약정을 체결한다.

제 10 조 물리적 방호

1. 물리적 방호는 이 협정에 따라 이전된 핵물질 및 장비에 대해서뿐만 아니라 그것에 기초하거나 그 이용의 결과로 생성된 핵물질 및 장비에 대해서도 IAEA의 문서 INFCIRC/225/Rev.4 및 당사자들이 수락한 모든 후속 개정에 규정된 수준보다 낮지 않은 수준으로 유지되어야 한다.

2. 각 당사자는 그 영역에서 물리적 방호 조치의 이행과 유지에 대한 책임을 진다.

제 11 조 적용 기간

1. 핵물질, 물질 및 장비는 아래의 시점까지 이 협정의 적용을 받는다.
가. 그러한 품목이 제8조에 따라 절수 당사자의 관할권 밖으로 이전될 때

까지

나. 핵물질의 경우, 이 협정 제9조에 언급된 안전조치의 관점에서 관련 있는 모든 원자력 활동에 이용될 수 있는 형태로 가공하는 데 더 이상은 이용할 수 없거나 사실상 회수가 불가능하다는 결정이 내려질 때까지. 양 당사자들은 IAEA가 당사자인 관련 안전조치 협정의 안전조치 종료에 관한 규정에 따라 IAEA가 내리는 결정을 수락한다. 또는 당사자들이 달리 합의할 때까지

2. 기술은 당사자들이 달리 합의할 때까지 이 협정의 적용을 받는다.

제 12 조

분쟁 해결

이 협정의 해석, 적용 또는 이행과 관련하여 당사자들 간에 발생하는 모든 분쟁은 당사자들 간의 교섭 또는 협의를 통하여 우호적으로 해결한다.

제 13 조

개정

이 협정은 외교 경로를 통한 각서 교환 방식에 따른 당사자들의 상호 동의로 개정될 수 있다.

제 14 조

발효, 유효기간 및 종료

1. 이 협정은 양 당사자들이 외교 경로를 통하여 서면으로 이 협정의 이행을 위해 필요한 헌법적 요건을 준수하였음을 상호 통보하는 날에 발효한다. 발효일은 마지막 통보일이 된다.

2. 이 협정은 5년간 유효하며, 그 후 자동으로 다음 5년간 갱신된다. 어느 당사자가 6개월 전에 외교 경로를 통해 서면으로 이 협정 종료 의사를 미리 통보하면 언제든지 종료될 수 있다.

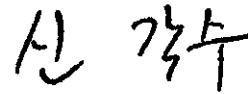
3. 이 협정의 종료에도 불구하고 이 협정에 포함된 의무의 이행 약정은 당사자들이 달리 합의하지 아니하는 한 계속 유효하다.

이상의 증거로, 아래 서명자는 그들 각자의 정부로부터 정당히 권한을 위임받아 영어와 한국어로 각 2부씩 동등한 정본으로 작성한 이 협정에 서명, 봉인하였다.

2010년 10월 8 일 서울 에서 작성되었다.



남아프리카공화국 정부를 대표하여



대한민국 정부를 대표하여

**AGREEMENT FOR COOPERATION BETWEEN
THE REPUBLIC OF SOUTH AFRICA AND
THE UNITED STATES OF AMERICA
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the Republic of South Africa and the Government of the United States of America;

Mindful of their respective obligations under the Treaty on the Non-Proliferation of Nuclear Weapons ("NPT") to which both the United States of America ("United States") and the Republic of South Africa ("South Africa") are parties;

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT;

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA") and their desire to promote universal adherence to the NPT;

Desiring to cooperate in the development, use and control of peaceful uses of nuclear energy;
and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows :

Article I - Definitions

For the purposes of this Agreement :

- (A) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;
- (B) "Component" means a component part of equipment or other item so designated by agreement of the parties;

- (C) "Equipment" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium 233, or any other item so designated by agreement of the parties;
- (D) "High enriched uranium" means the uranium enriched to twenty percent or greater in the isotope 235;
- (E) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;
- (F) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;
- (G) "Material" means source material and special nuclear material, moderator material, or any other such substance so designated by agreement of the parties;
- (H) "Moderator material" means heavy water or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of fission, or any other such material so designated by agreement of the parties;
- (I) "Parties" means the Government of the Republic of South Africa and the Government of the United States of America;
- (J) "Peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;
- (K) "Person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this Agreement;
- (L) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium or any combination thereof;

- M) "Restricted data" means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data of a party which it has declassified or removed from the category of restricted data;
- N) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;
- O) "Sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties; but shall not include restricted data;
- P) "Source material" means (1) uranium, thorium or any other material so designated by agreement of the parties, or (2) ores containing one or more of the foregoing materials in such concentration as the parties may agree from time to time;
- Q) "Special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235, or (2) any other material so designated by agreement of the parties.

Article 2 - Scope of Cooperation

1. The parties shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this Agreement and their applicable treaties, national laws, regulations and license requirements.
2. Transfer of information, material, equipment and components under this Agreement may be undertaken directly between the parties or through authorised persons. Such transfers shall be subject to this Agreement and to such additional terms and conditions as may be agreed by the parties.

Article 3 - Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Transfers of information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits, and assignments of staff to facilities. Fields which may be covered include, but shall not be limited to, the following :
 - (A) Development, design, construction, operation, maintenance and use of reactors, and reactor experiments;
 - (B) The use of material in physical and biological research, medicine, agriculture and industry;
 - (C) Fuel cycle studies of ways to meet future world-wide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;
 - (D) Safeguards and physical protection;
 - (E) Health, safety and environmental considerations related to the foregoing; and
 - (F) Assessing the role nuclear power may play in national energy plans.
2. This Agreement does not require the transfer of any information which the parties are not permitted by law to transfer.
3. Restricted data shall not be transferred under this Agreement.
4. Sensitive nuclear technology shall not be transferred under this Agreement unless provided for by an amendment to this Agreement.

Article 4 - Transfer of Material, Byproduct Material, Equipment and Components

1. Material, byproduct material, equipment and components may be transferred for applications consistent with this Agreement. Sensitive nuclear facilities and major critical components shall not be transferred under this Agreement.
2. Low enriched uranium may be transferred for use as fuel in reactor experiments and in reactors, for conversion or fabrication, or for such other purposes as may be agreed by the parties.
3. The quantity of special nuclear material transferred under this Agreement shall not at any time be in excess of that quantity the parties agree is necessary for any of the following purposes : use in reactor experiments or the loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, and the accomplishment of other purposes as may be agreed by the parties.
4. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 3.
5. The United States shall endeavour to take such actions as are necessary and feasible to ensure a reliable supply of nuclear fuel to South Africa, including the export of material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this Agreement.

Article 5 - Storage and Retransfers

1. Plutonium and uranium 233 (except as contained in irradiated fuel elements), and high enriched uranium, transferred pursuant to this Agreement or used in or produced through the use of material or equipment so transferred shall only be stored in a facility to which the parties agree.

2. Material, equipment and components transferred pursuant to this Agreement and any special nuclear material produced through the use of any such material or equipment shall not be transferred to unauthorized persons or, unless the parties agree, beyond the recipient Party's territorial jurisdiction.

Article 6 - Reprocessing and Enrichment

1. Material transferred pursuant to this Agreement and material used in or produced through the use of material or equipment so transferred shall not be reprocessed unless the parties agree.
2. Plutonium, uranium 233, high enriched uranium and irradiated source or special nuclear material, transferred pursuant to this Agreement or used in or produced through the use of material or equipment so transferred, shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.
3. Uranium transferred pursuant to this Agreement or used in any equipment so transferred shall not be enriched after transfer unless the parties agree.

Article 7 - Physical Protection

1. Adequate physical protection shall be maintained with respect to source or special nuclear material and equipment transferred pursuant to this Agreement and special nuclear material used in or produced through the use of material or equipment so transferred.
2. The parties agree to the levels for the application of physical protection set forth in the Annex to this Agreement, which may be modified by mutual consent of the parties without amending this Agreement. The parties shall maintain adequate physical protection measures in accordance with these levels. These measures shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/Revision 2 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties.

3. The adequacy of physical protection measures maintained pursuant to this Article shall be subject to review and consultations by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical protection.
4. Each party shall identify those agencies or authorities having responsibilities for ensuring that levels of physical protection are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this Article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.
5. The provisions of this Article shall be implemented in such a manner as to avoid undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8 - No Explosive or Military Application

Material, byproduct material, equipment and components transferred pursuant to this Agreement and material and byproduct material used in or produced through the use of any material, equipment or components so transferred shall not be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9 - Safeguards

1. Cooperation under this Agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of South Africa, under its jurisdiction or carried out under its control anywhere. Implementation of a safeguards Agreement pursuant to Article III (4) of the NPT shall be considered to fulfill this requirement.
2. Source or special nuclear material transferred to South Africa pursuant to this Agreement and any source or special nuclear material used in or produced through the use of material, equipment or components so transferred shall be subject to safeguards in accordance with the agreement between South Africa and the IAEA for the application of safeguards in connection with the NPT, signed on 16 September 1991.

3. Source or special nuclear material transferred to the United States pursuant to this Agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to the agreement between the United States of America and the IAEA for the application of safeguards in the United States of America, done at Vienna 18 November 1977, entered into force on 9 December 1980.
4. If either party becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2 or paragraph 3, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements with the IAEA or between themselves which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.
5. Each party shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this Article.
6. Each party shall establish and maintain a system of accounting for and control of source and special nuclear nuclear material transferred pursuant to this Agreement and source and special nuclear material used in or produced through the use of any material, equipment or components so transferred. The procedures for this system shall be comparable to those set forth in IAEA Document INFCIRC/153 (Corrected), or in any revision of that document agreed to by the parties.
7. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of source and special nuclear material subject to this Agreement.
8. The provisions of this Article shall be implemented in such a manner as to avoid undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10 - Multiple Supplier Controls

If any agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under Article 5 or 6 with respect to material, equipment or components subject to this Agreement, the parties may, upon request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 11 - Cessation of Cooperation

1. If either party at any time following entry into force of this Agreement :

(A) does not comply with the provisions of Article 5, 6, 7, 8, or 9 or;

(B) terminates, abrogates or materially violates a safeguards agreement with the IAEA;

the other party shall have the rights to cease further cooperation under this Agreement and to require the return of any material, equipment and components transferred under this Agreement and any special nuclear material produced through their use.

2. If South Africa at any time following entry into force of this Agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If the United States at any time following entry into force of this Agreement detonates a nuclear explosive device which contains nuclear material of South African origin or derived from South African source material transferred to the United States under this Agreement, South Africa shall have the same rights as specified in paragraph 1.

4. If either party exercises its rights under this Article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. Fair market value for purposes of this Agreement shall be determined by negotiation between the parties.

Article 12 - Consultations and Environmental Protection

1. The parties undertake to consult at the request of either party regarding the implementation of this Agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.
2. The parties shall consult, with regard to activities under this Agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this Agreement and in related matters of health and safety.

Article 13 - Entry into Force, Duration, and Amendment

1. This Agreement replaces the previous Agreement for Peaceful Nuclear Cooperation between the United States and South Africa signed 8 July 1957, as subsequently amended, which shall terminate upon the entry into force of this Agreement. Cooperation initiated under the previous Agreement shall continue in accordance with the provisions of this Agreement. The provisions of this Agreement shall apply to material and equipment subject to the previous Agreement. This Agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have completed all applicable requirements for its entry into force, and shall remain in force for a period of 25 years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements. This Agreement may be terminated at any time by either party on one year's written notice to the other party.
2. Notwithstanding the suspension, termination or expiration of this Agreement or any cooperation hereunder for any reason, Articles 5, 6, 7, 8, 9, and 11 shall continue in effect so long as any material, equipment or components subject to these articles remains in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer usable for any nuclear activity relevant from the point of view of safeguards.

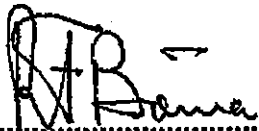
3. The parties shall, at the request of either party, consult on amendments to this Agreement. All amendments shall require the agreement in writing of both parties.

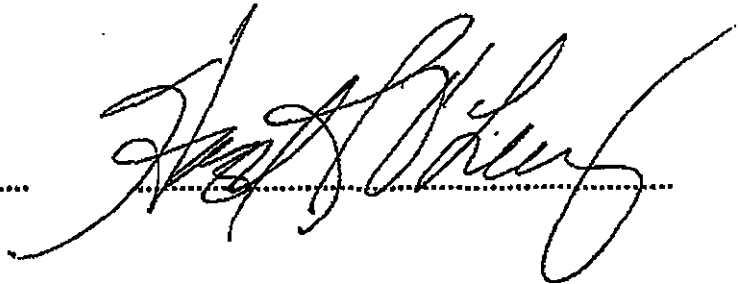
IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Agreement.

DONE at **PRETORIA**, this **25TH** day of August, 1995,
in two originals in the English language.

FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA:

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:


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ANNEX

Pursuant to paragraph 2 of Article 7, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows :

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE : CATEGORIZATION OF NUCLEAR MATERIAL

Material	Form	Category		
		I	II	III ^a
1. Plutonium ^a	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less but more than 15 g
2. Uranium-235	Unirradiated ^b	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less but more than 15 g
	- uranium enriched to 20 % ²³⁵ U or more			
	- uranium enriched to 10 % ²³⁵ U but less than 20 %		10 kg or more	Less than 10 kg but more than 1 kg
	- uranium enriched above natural but less than 10 % ²³⁵ U			10 kg or more
3. Uranium-233	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less but more than 15 g
4. Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10 % fissile content) ^{d,e}	

^a / All plutonium except that with isotopic concentration exceeding 80 % in plutonium-238.

^b / Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one metre unshielded.

^c / Quantities not falling in Category III and natural uranium should be protected in accordance with prudent management practice.

^d / Although this level of protection is recommended, it would be open to States, upon evaluation of the specific circumstances, to assign a different category of physical protection.

^e / Other fuel which by virtue of its original fissile material content is classified as Category I and II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.

AGREED MINUTE

During the negotiation of the Agreement for Cooperation between the Republic of South Africa and the United States of America Concerning Peaceful Uses of Nuclear Energy ("Agreement") signed today, the following understandings, which shall be an integral part of the Agreement, were reached.

Coverage of Agreement

Material, equipment and components transferred from the territory of one party to the territory of the other party, whether directly or through a third country, will be regarded as having been transferred pursuant to the Agreement only if, prior to transfer, the appropriate government authority of the recipient party confirms in writing to the appropriate government authority of the supplier party that such material, equipment or components will be subject to the Agreement.

For the purposes of implementing the rights specified in Articles 5 and 6 with respect to special nuclear material produced through the use of nuclear material transferred pursuant to the Agreement and not used in or produced through the use of equipment transferred pursuant to the Agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

With reference to Article 8 it is understood that "military purpose" does not include power to a military base drawn from the civil power network or production of radioisotopes to be used for diagnosis or therapeutic purposes in a military hospital.

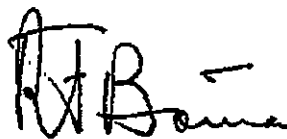
Safeguards

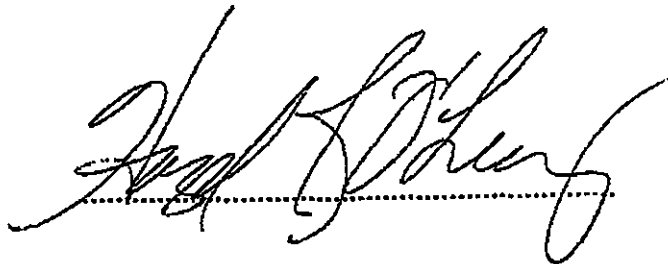
If either party becomes aware of circumstances referred to in paragraph 4 of Article 9, either party shall have the rights listed below, which rights shall be suspended if both parties agree that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 4 of Article 9;

- (1) To review in a timely fashion the design of any equipment transferred pursuant to the Agreement, or of any facility which is to use, fabricate, process, or store any source or special nuclear material so transferred or any special nuclear material used in or produced through the use of such material or equipment;
- (2) To require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the Agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components so transferred; and
- (3) To designate personnel, in consultation with the other party, who shall have access to all places and data necessary to account for the material in paragraph 2, to inspect any equipment or facility referred to in paragraph 1, and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall, if either party so requests, be accompanied by personnel designated by the other party.

FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA :

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA :







AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE RUSSIAN
FEDERATION**

**ON STRATEGIC PARTNERSHIP AND
COOPERATION IN THE FIELDS OF
NUCLEAR
POWER AND INDUSTRY**

The Government of the Republic of South Africa and the Government of the Russian Federation, hereinafter jointly referred to as the "Parties" and separately as a "Party";

CONSIDERING that both States are members of the International Atomic Energy Agency (hereinafter referred to as "the IAEA") and the Nuclear Suppliers Group, as well as Parties to the Treaty for Non-Proliferation of Nuclear Weapons as of July 1, 1968;

ACKNOWLEDGING the Agreement between the Government of the Russian Federation and the Government of the Republic of South Africa on Cooperation in the field of Peaceful Uses of Nuclear Energy as of November 20, 2004;

TAKING INTO ACCOUNT the intentions of the Government of the Republic of South Africa for the implementation of the large-scale national plan for the power sector development, involving the construction by 2030 of new nuclear power plant (hereinafter referred to as "NPP") units in the Republic of South Africa;

NOTING the rights and obligations of the Parties under the Agreement between the Government of the Russian Federation and the Government of the Republic of South Africa on the Promotion and Reciprocal Protection of Investments as of November 28, 1998;

REFERRING to the Joint Presidential Statement on establishment of comprehensive strategic partnership between the Russian Federation and the Republic of South Africa of March 26, 2013;

AIMING to further expand and deepen the mutually beneficial economic, scientific and technical cooperation between the Russian Federation and the Republic of South Africa in the fields of nuclear energy and industry for peaceful uses, based on the principles of equality, non-interference in the internal affairs and respect of the sovereignty of both States; and

CONVINCED that legal fixation of the strategic partnership in the fields of nuclear power and industry will contribute to the development of cooperation in other areas between the Russian Federation and the Republic of South Africa;

Hereby agree as follows:

Article 1

This Agreement creates the foundation for the strategic partnership and cooperation in the fields of nuclear power and industry for peaceful uses between the Parties, aimed at the successful implementation of the national plan for the power sector development of the Republic of South Africa, based on the principles of equality and mutual benefit.

Article 2

Cooperation within the framework of this Agreement shall be implemented strictly in compliance with the Parties' respective national legislations and with respect to international treaties, to which the states of the Parties are signatories.

Article 3

The Parties shall create the conditions for the development of strategic cooperation and partnership in the following areas:

- (i) development of a comprehensive nuclear new build program for peaceful uses in the Republic of South Africa, including enhancement of key elements of nuclear energy infrastructure in accordance with IAEA recommendations;

- (ii) design, construction, operation and decommissioning of NPP units based on the VVER reactor technology in the Republic of South Africa, with total installed capacity of about 9.6 GW;
- (iii) design, construction, operation and decommissioning of the multi-purpose research reactor in the Republic of South Africa;
- (iv) development of joint business in the fields of radioisotopes manufacturing and global marketing, including the involvement of the multi-purpose research reactor facilities planned for construction in the Republic of South Africa;
- (v) enhancement and implementation of the program on the development of South-African human resources for work at the nuclear facilities, including NPPs, in the Republic of South Africa;
- (vi) support the enhancement of the regulatory framework in the field of nuclear and radiation safety in the Republic of South Africa, including development of relevant legal base, licensing system and regulation;
- (vii) strengthening of nuclear radiation safety system in the field of peaceful uses of nuclear energy in the Republic of South Africa;
- (viii) support the enhancement of the industrial base development program essential for the re-development of nuclear energy in the Republic of South Africa;
- (ix) localization of the manufacture of components for the NPP equipment in the Republic of South Africa;
- (x) assist in the integration of the developed nuclear joint manufacturing capacities and capabilities in the supply chain as well as for the joint marketing and promotion of the produced products to the third countries markets;
- (xi) enhancement of security and assurance of physical protection of nuclear facilities in the Republic of South Africa;
- (xii) strengthening and adaptation of nuclear and radiological emergency response system in the Republic of South Africa;

- (xiii) radioactive waste management in the Republic of South Africa;
- (xiv) rendering of the nuclear fuel cycle front-end services to secure the needs of the new units of NPPs to be built in the Republic of South Africa, including the accession of the respective South-African organization to the International Uranium Enrichment Center;
- (xv) support of feasibility activities for site investigation for NPP construction in the Republic of South Africa; and
- (xvi) activities in other areas that may be agreed upon by the Parties in writing through diplomatic channels.

Article 4

1. The Parties collaborate in areas as outlined in Article 3 of this Agreement which are needed for the implementation of priority joint projects of construction of two new NPP units with VVER reactors with the total capacity of up to 2,4 GW at the site selected by the South African Party (either Koeberg NPP, Thyspunt or Bantamsklip) in the Republic of South Africa and other NPP units of total capacity up to 7,2GW at other identified sites in the Republic of South Africa and construction of a multi-purpose research reactor at the research center located at Pelindaba, Republic of South Africa. The mechanism of implementation of these priority projects will be governed by separate intergovernmental agreements, in which the Parties shall agree on the sites, parameters and installed capacity of NPP units planned to be constructed in the Republic of South Africa.

2. The Parties shall create such conditions as to issue timely permits (licenses) for nuclear energy and industry capacities design, construction, commissioning, operation and decommissioning, as well as related export and import of facilities, equipment, technologies, nuclear and radioactive materials, special non-nuclear materials and services in the field of peaceful uses of nuclear energy in

accordance with the Parties' respective national legislations.

Article 5

1. For the purpose of implementing this Agreement each Party shall designate competent authorities:

- (i) For the Russian Party the Competent Authority shall be the State Atomic Energy Corporation "Rosatom" (for all areas of cooperation) and the Federal Service for Ecological, Technological and Atomic Inspectorate (for support of enhancement of the regulatory framework in the field of nuclear and radiation safety in the Republic of South Africa, including development of relevant legal base, licensing system and regulation);
- (ii) For the South-African Party the Competent Authority shall be the Department of Energy of the Republic of South Africa.

2. The Parties shall promptly notify each other in writing through diplomatic channels of any change of Competent Authorities, their titles or functions or designation of new Competent Authorities.

Article 6

1. The Parties shall establish a Joint Coordination Committee to provide guidance, to coordinate and to control the implementation of this Agreement.

2. Each Party shall appoint the representatives of the relevant government institutions to the Joint Coordination Committee.

3. Representatives of the Parties' Competent Authorities shall be appointed as the co-chairs of the Joint Coordination Committee. The co-chairs of the Joint Coordination Committee shall develop and agree on the Term of Reference for the Committee.

4. In three years of entry into force of this Agreement the co-chairs of the Joint Coordination Committee shall make comprehensive review of the progress in the implementation of this Agreement and provide appropriate recommendations to the Competent Authorities of the Parties regarding further implementation of this Agreement.

Article 7

Cooperation in areas as outlined in Article 3 of this Agreement, will be governed by separate agreements between the Parties, the Competent Authorities, as well as by agreements (contracts) between Russian and (or) South African authorized organizations, which are involved by the Competent Authorities of the Parties for the implementation of cooperation in the framework of this Agreement. The Competent Authorities of the Parties can, by mutual consent, involve third countries' organizations for the implementation of particular cooperation areas in the framework of this Agreement.

Article 8

The sources and format of financing of the activities within the implementation of cooperation areas as outlined in Article 3 of this Agreement will be agreed on after consultations and fixed by separate agreements between the Parties.

Article 9

For the purpose of implementation of this Agreement the South African Party will facilitate the provision of a special favorable regime in determining tax and non-tax payments, fees and compensations, which will be applied to the projects implemented in the Republic of South Africa within the areas of cooperation as outlined in Article 3 of this Agreement, subject to its domestic legislation.

Article 10

Implementation of the areas of cooperation as outlined by Article 3 of this Agreement shall be with gradual increase and shall be mutually agreed upon by the Competent Authorities of the Parties. The terms for the scope of supplies of equipment, materials and services for the projects developed and implemented in terms of the framework of this Agreement shall be provided by South African enterprises, and also by joint ventures to be set up for this purpose.

Article 11

The conditions for the protection, use and distribution of the Intellectual Property rights under this Agreement shall be determined in agreements between the Parties and agreements (contracts) between Russian and (or) South African authorized organizations concluded in accordance with Article 7 of this Agreement.

Article 12

1. Information specified as STATE SECRET of the Russian Federation or CLASSIFIED INFORMATION of the Republic of South Africa shall not be exchanged under this Agreement.

2. Information transferred under this Agreement or created from the implementation thereof and regarded by the transferring Party as CONFIDENTIAL shall be clearly marked as such.

3. The Party transferring the information under this Agreement shall mark such information in the Russian language as « Для служебного пользования » and in English language as "CONFIDENTIAL".

4. The Party receiving information marked in the Russian language as «Для служебного пользования» and in English language as "CONFIDENTIAL" shall protect it at a level equivalent to the level of protection applied by the transferring Party to such information. Such information shall not be disclosed or transferred to a third party without the written consent of the transferring Party.

5. The Parties shall limit the number of individuals having access to information which the transferring Party regards as confidential.

6. Such information shall be treated in the Russian Federation as OFFICIAL INFORMATION of LIMITED DISTRIBUTION and shall be protected in accordance with the legislation of the Russian Federation.

7. Such information shall be treated in the Republic of South Africa as «RESTRICTED INFORMATION» and shall be protected in accordance with the legislation of the Republic of South Africa.

8. All information transferred under this Agreement shall be used exclusively in accordance with this Agreement.

Article 13

1. Nuclear material, equipment, special non-nuclear material and relevant technology, as well as material (goods) of dual purpose shall be exported under this Agreement in accordance with the Parties' obligations, arising from the Treaty on Non-proliferation of Nuclear Weapons of 1 July, 1968 and other international treaties that contain provisions on export control to which the Russian Federation and/or the Republic of South Africa are parties.

2. Nuclear material, equipment, special non-nuclear material and relevant technology received by the Republic of South Africa under this Agreement, and

nuclear material, special non-nuclear material, facilities and equipment produced thereof or as a result of their use, shall--

- (i) not be used for manufacturing of nuclear weapons and other nuclear explosive devices or for achieving any other military purpose;
- (ii) be under the IAEA safeguards in accordance with the Agreement for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons between the Republic of South Africa and the IAEA of 16 September, 1991 (INFCIRC/394) throughout the entire period of their location under the jurisdiction of the Republic of South Africa;
- (iii) be ensured with measures of physical protection at levels not lower than the levels recommended by the IAEA document "The Physical Protection of Nuclear Material and Nuclear Facilities" (INFCIRC/225/Rev.5);
- (iv) be re-exported or transferred from the jurisdiction of the Republic of South Africa to any other country only with prior written consent of the Russian Federation and under above-mentioned conditions.

3. Nuclear material transferred to the Republic of South Africa under this Agreement shall not be enriched to 20% or more in the isotope uranium-235.

4. Nuclear material transferred to the Republic of South Africa under this Agreement shall not be enriched and reprocessed without prior written consent of the Russian Federation.

5. Equipment and material (goods) of dual purpose and related technology received from the Russian Federation under this Agreement and any of their reproduced copies, shall--

- (i) be used only for the declared purposes, unconnected with any activities related to the manufacturing of nuclear explosive devices;
- (ii) not be used in nuclear fuel cycle related activities that are not under the IAEA safeguards;

(iii) not be copied, modified, re-exported or transferred to any third party without the written consent of the Russian competent authority in compliance with the legislation of the Russian Federation.

6. The Parties shall cooperate on matters of export control of equipment, material (goods) and relevant technology. Control over the use of supplied nuclear and special non-nuclear material, equipment and relevant technology shall be executed by means agreed upon through consultations between the Parties.

Article 14

Technology and facilities for chemical reprocessing of irradiated fuel, isotopic uranium enrichment and heavy water production, their major components or any items produced thereof, as well as uranium enriched to 20 percent or more in uranium-235, plutonium and heavy water shall not be transferred under this Agreement.

Article 15

1. The authorized organization of the South African Party at any time and at all stages of the construction and operation of the NPP units and Multi-purpose Research Reactor shall be the Operator of NPP units and Multi-purpose Research Reactor in the Republic of South Africa and be fully responsible for any damage both within and outside the territory of the Republic of South Africa caused to any person and property as a result of a nuclear incident occurring at NPP or Multi-purpose Research Reactor and also in relation with a nuclear incident during the transportation, handling or storage outside the NPP or Multi-purpose Research Reactor of nuclear fuel and any contaminated materials or any part of NPP or Multi-purpose Research Reactor equipment both within and outside the territory of the Republic of South Africa. The South African Party shall ensure that, under no circumstances shall the Russian Party or its authorized

organization nor Russian organizations authorized and engaged by their suppliers be liable for such damages as to the South African Party and its Competent authorities, and in front of its authorized organizations and third parties.

2. Nuclear liability due to nuclear incident occurring when handling and transporting the nuclear fuel shall be transferred from the authorized Russian organization to the authorized South African organization after the physical handing over of the nuclear fuel at a place determined in separate agreements (contracts) as concluded in accordance with Article 7 of this Agreement.

3. Should the Vienna Convention on Civil Liability for Nuclear Damage enter into force for the Republic of South Africa, the issues of civil liability for nuclear damage under this Agreement for the South African Party shall be regulated by this Vienna Convention.

Article 16

The Parties shall settle all disputes arising from the interpretation or implementation of this Agreement amicably by Parties' Competent Authorities consultations or negotiations through diplomatic channels. In case of any discrepancy between this Agreement and agreements (contracts), concluded under this Agreement, the provisions of this Agreement shall prevail.

Article 17

1. This Agreement shall enter into force on the date of the receipt through diplomatic channels of the final written notification of the completion by the Parties of internal government procedures necessary for its entry into force.

2. This Agreement shall remain in force for a period of twenty (20) years and shall automatically be renewed for a further period of ten (10) years unless

terminated by either Party giving 1 (one) year written notice in advance through diplomatic channels to the other Party of its intention to terminate it.

3. Upon the receipt by one of the Parties of the written notification from the other Party on the termination of this Agreement, the Parties shall hold consultations immediately on the possibility of implementing all obligations of the Parties under this Agreement, in accordance with the domestic law of the Parties.

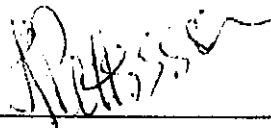
4. The termination of this Agreement shall not affect the rights and obligations of the Parties which have arisen as a result of the implementation of this Agreement before its termination, unless the Parties agree otherwise.

5. This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through diplomatic channels. Such amendments shall form an integral part of this Agreement.

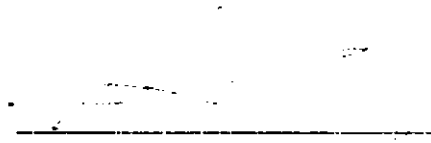
6. The termination of this Agreement shall not affect the performance of any of the obligations under agreements (contracts) which arise during the validity period of this Agreement and are uncompleted at the moment of such termination, unless the Parties agree otherwise.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the Russian and English languages, all texts being equally authentic. In the case of divergence of interpretation, the English text shall be used.

Done at this 21st day of September 2014.



**FOR THE GOVERNMENT OF
THE REPUBLIC OF SOUTH
AFRICA**



**FOR THE GOVERNMENT OF
THE RUSSIAN FEDERATION**



AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA**

ON

**COOPERATION IN THE FIELD OF
CIVIL NUCLEAR ENERGY PROJECTS**

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PREAMBLE

The Government of the Republic of South Africa and the Government of the People's Republic of China (hereinafter jointly referred to as the "Parties" and separately as a "Party"),

CONSIDERING the comprehensive strategic partnership between our two countries;

RECOGNIZING the Agreement between the Government of the People's Republic of China and the Government of the Republic of South Africa on Cooperation in the Peaceful Uses of Atomic Energy signed on June 21, 2006, at Cape Town; and the Memorandum of Understanding between the Government of the People's Republic of China and the Government of the Republic of South Africa on Cooperation in the Energy Sector, signed on August 24, 2010, at Beijing;

TAKING INTO ACCOUNT that the Republic of South Africa is planning civil nuclear energy new-builds with a total capacity of 9.6 GWe, with the aim of satisfying the increasing power demand, reduce carbon emissions, facilitate localisation for industrialisation, economic and social development, and is also willing to conduct cooperation with the People's Republic of China based on the significant on-going and long-standing cooperation between the two countries;

MINDFUL that the People's Republic of China possesses a complete nuclear industry, has the capabilities in design, construction, operation and management of various research reactors, and commercial reactors, as well as in nuclear fuel fabrication and supply, and is willing to participate in the civil nuclear energy development in the Republic of South Africa and to form long term and strategic collaborative relationships with local businesses;

EXPRESSING the willingness of both Parties to foster increased cooperation through investment, development of technology and expertise, and the construction of civil nuclear energy projects in the Republic of South Africa for their mutual benefit;

AFFIRMING their commitment towards further enhancing the bilateral cooperation in the civil nuclear energy sector, by encouraging and facilitating the building of closer relationships between relevant Government agencies, intermediaries, independent regulatory agencies, academic, legal and financial institutions, developers and other enterprises active in the civil nuclear energy sector;

HEREBY AGREE as follows:



Article 1

1. Cooperation between the Parties under this Agreement shall follow the principle of mutual benefit and reciprocity based on the recognition of the achievements and developments in the field of nuclear energy made by the People's Republic of China and the Republic of South Africa, as well as the willingness and interest of the relevant Chinese and South African nuclear energy enterprises to participate in the development, construction and operation of civil nuclear energy projects in South Africa, China and any other third country. The Governments may authorize state or private organizations of the Parties to participate in the implementation of this Agreement.
2. The Parties will advance and support cooperation in the civil nuclear energy sector in their respective countries.

Article 2

1. The Parties will encourage and facilitate their respective enterprises to cooperate in the civil nuclear energy sector, including but not limited to, the fields of experience exchange, personnel training, site evaluation and selection, localization, project planning, project management, consultancy, enhance infrastructure development, fundamental research, design and engineering, investment and financing, construction, operation, maintenance, equipment and fuel supply as well as development of new technology for civil nuclear energy new-builds in the Republic of South Africa and the People's Republic of China, and any other third country.
2. The Parties undertake to support enterprises of both countries with their expertise and technologies into their civil nuclear energy sectors, by providing information and the necessary guidance regarding their laws, policies and regulations which are relevant to the civil nuclear energy projects but subject to the applicable national legislation.
3. Both Parties will consider how to realize the goals of this Agreement. This may, where appropriate, include signing agreements as well as contracts between enterprises, intermediaries, independent regulatory agencies, academic, legal and financial institutions and the developers for civil nuclear energy projects and agreeing on the step by step implementation plans in accordance with the Peaceful Uses Agreement and this Framework Agreement.



Article 3

1. It is the understanding of both Parties that participation of the relevant civil nuclear energy enterprises in the construction of nuclear energy projects, must comply with the applicable domestic laws of the respective countries and any other necessary independent regulatory requirements. The Parties shall protect all the relevant legal rights of investors and project participants in accordance with the applicable laws. The Parties also agree to uphold the international non-proliferation framework, including the relevant international treaties, Conventions and IAEA safeguards.
2. It is the understanding of both Parties that the implementation of any civil nuclear energy project pursuant to this Agreement in the Republic of South Africa and the People's Republic of China or any other third country, should be based on equal and mutual benefit regarding the commercial negotiations and agreements of the respective Parties as well as the long term development of the organizations respectively.

Article 4

1. The Competent Authorities responsible for the implementation of this Agreement and for coordinating all cooperation programmes entered into under this Agreement shall be—
 - (a) in the case of the Republic of South Africa, the Department of Energy; and
 - (b) in the case of the Government of the People's Republic of China, the China National Energy Administration.
2. The Parties shall establish a working group for the purpose of the joint development of plans of cooperation as well as implementation and analysis of the work to be performed in the areas referred to in Article 2.
This Working group may report to the Energy Sub-Committee of China and South Africa Bi-National Commission.
3. The Co-Chairs, Representatives and Secretariat members of the Working Group will be appointed by China National Energy Administration and the Department of Energy of the Republic of South Africa respectively. The Co-Chairs will be Director-General of Nuclear Power Department of China National Energy Administration and the Director-General of the Department of Energy for the Republic of South Africa. The Representatives of the Working Group will include but not limited to personnel from the relevant government agencies, where appropriate, jointly agreed personnel from the civil nuclear energy enterprises.



4. The agenda, time and place of the meetings of the Working Groups shall be agreed upon by the Parties.
5. The Working Group may establish sub-working group for conducting collaboration in specific area or project. The sub-working group so established, will stay active until such a time as the work is completed.
6. The subsistence and travel expenses of participants attending to cooperation programmes and meetings of implementing agencies or Working Groups contemplated under this Agreement shall be borne by the respective Parties or their implementing agencies.

Article 5

The Working Group tasks include:

1. Reviewing progress of the implementation and delivery set out in this Agreement, and to report to and seek approval of specific projects from the Parties respectively;
2. Coordination and support of implementation of specific projects as referred to in Article 2 of this Agreement;
3. Facilitating cooperation between Chinese and South African enterprises in the civil nuclear energy field, to deepen their mutual understanding and cooperation by, where appropriate, holding exhibitions, seminars and symposiums;
4. To coordinate and seek to solve difficulties and eliminate barriers to investment, joint projects and market entry; and
5. Any other areas which may be agreed to by the Parties within the framework of this Agreement.

Article 6

1. The outcome or results of specific programmes of cooperation carried out under this Agreement, which are not yet in the public domain, shall be kept confidential by the Parties.
2. If a Party wishes to share the results with a third party, prior written consent of the other Party shall be obtained.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

- 3 The outcome and results of specific programmes of cooperation carried out under this Agreement shall be published only with the written consent of both Parties.
- 4 Any notification concerning this Agreement shall be addressed in writing to the Parties through an Exchange of Notes between Parties through the diplomatic channel.

Article 7

Any dispute arising out of the interpretation, application or implementation of this Agreement shall be settled amicably between the Parties through negotiations or consultations.

Article 8

This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

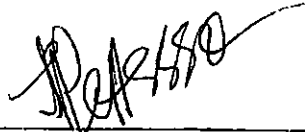
Article 9

1. Upon signature of the Agreement, the Agreement shall enter into force on the date on which Parties have notified each other in writing, through the diplomatic channel, that their respective internal procedures necessary for its entry into force have been completed.
2. This Agreement shall be valid for twenty years and shall be automatically extended for a further term of ten years, unless either Party notifies the other Party, six months in advance through the diplomatic channel, of its intention to terminate the Agreement.
3. The termination of this Framework Agreement shall not affect the implementation of any arrangement and/or contracts made during the period of its validity but still not completed by the date of its termination, unless otherwise agreed upon in writing by the Parties through the diplomatic channel.
4. Either Party may propose an amendment to the Agreement by means of a written notice through the diplomatic channel to the other Party. The amendment will be effected by mutual written consent between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement, in the Chinese and English languages, both texts being equally authentic.

DONE aton this.....day of 2014.



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA



**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
ON COOPERATION IN THE FIELD OF
CIVIL NUCLEAR ENERGY PROJECTS**

PREAMBLE

The Government of the People's Republic of China and the Government of the Republic of South Africa (hereinafter jointly referred to as the "Parties" and separately as a "Party"),

CONSIDERING the comprehensive strategic partnership between our two countries;

RECOGNIZING the *Agreement between the Government of the People's Republic of China and the Government of the Republic of South Africa on Cooperation in the Peaceful Uses of Atomic Energy* signed on June 21, 2006, at Cape Town; and the *Memorandum of Understanding between the Government of the People's Republic of China and the Government of the Republic of South Africa on Cooperation in the Energy Sector*, signed on August 24, 2010, at Beijing;

TAKING INTO ACCOUNT that the Republic of South Africa is planning civil nuclear energy new-builds with a total capacity of 9.6 GWe, with the aim of satisfying the increasing power demand, reduce carbon emissions, facilitate localisation for industrialisation, economic and social development, and is also willing to conduct cooperation with the People's Republic of China based on the significant on-going and long-standing cooperation between the two countries;

MINDFUL that the People's Republic of China possesses a complete nuclear industry, has the capabilities in design, construction, operation and management of various research reactors, and commercial reactors, as well as in nuclear fuel fabrication and supply, and is willing to participate in the civil nuclear energy development in the Republic of South Africa and to form long term and strategic collaborative relationships with local businesses;

EXPRESSING the willingness of both Parties to foster increased cooperation through investment, development of technology and expertise, and the construction of civil nuclear energy projects in the Republic of South Africa for their mutual benefit;

AFFIRMING their commitment towards further enhancing the bilateral cooperation in the civil nuclear energy sector, by encouraging and facilitating the building of closer relationships between relevant Government agencies, intermediaries, independent regulatory agencies, academic, legal and financial institutions, developers and other enterprises active in the civil nuclear energy sector;

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2. The Parties undertake to support enterprises of both countries with their expertise and technologies into their civil nuclear energy sectors, by providing information and the necessary guidance regarding their laws, policies and regulations which are relevant to the civil nuclear energy projects but subject to the applicable national legislation.
3. Both Parties will consider how to realize the goals of this Agreement. This may, where appropriate, include signing agreements as well as contracts between enterprises, intermediaries, independent regulatory agencies, academic, legal and financial institutions and the developers for civil nuclear energy projects and agreeing on the step by step implementation plans in accordance with the Peaceful Uses Agreement and this Framework Agreement.

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1. It is the understanding of both Parties that participation of the relevant civil nuclear energy enterprises in the construction of nuclear energy projects, must comply with the applicable domestic laws of the respective countries and any other necessary independent regulatory requirements. The Parties shall protect all the relevant legal rights of investors and project participants in accordance with the applicable laws. The Parties also agree to uphold the international non-proliferation framework, including the relevant international treaties, Conventions and IAEA safeguards.
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- (b) in the case of the Republic of South Africa, the Department of Energy.
2. The Parties shall establish a working group for the purpose of the joint development of plans of cooperation as well as implementation and analysis of the work to be performed in the areas referred to in Article 2.
This Working group may report to the Energy Sub-Committee of China and South Africa Bi-National Commission.
 3. The Co-Chairs, Representatives and Secretariat members of the Working Group will be appointed by China National Energy Administration and the Department of Energy of the Republic of South Africa respectively. The Co-Chairs will be Director-General of Nuclear Power Department of China National Energy Administration and the Director-General of the Department of Energy for the Republic of South Africa. The Representatives of the Working Group will include but not limited to personnel from the relevant government agencies, where appropriate, jointly agreed personnel from the civil nuclear energy enterprises.
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IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement, in the Chinese and English languages, both texts being equally authentic.

DONE at Beijing on this 7th day of November 2014.

**For the Government of
the People's Republic of China**



**For the Government of
the Republic of South Africa**

