



Treaty Series No. 1 (1967)

# Agreement and Supplementary Agreement

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

for the Application of Safeguards  
with regard to the Bradwell  
Nuclear Power Station

Vienna, 20 June 1966

[The Agreements entered into force on 1 September 1966]

*Presented to Parliament by the Secretary of State for Foreign Affairs  
by Command of Her Majesty  
January 1967*

LONDON

HER MAJESTY'S STATIONERY OFFICE

ONE SHILLING NET

Cmnd. 3168

**AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND THE GOVERNMENT OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND FOR THE  
APPLICATION OF SAFEGUARDS WITH REGARD TO THE  
BRADWELL NUCLEAR POWER STATION**

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

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland has requested the Agency to apply safeguards with regard to the reactor facility located at Bradwell; and

WHEREAS the Board of Governors has acceded to that request on 16 June 1966.

NOW, THEREFORE, the Agency and the Government have agreed as follows:

**PART I**

**Definitions**

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

- (a) "Agency" shall mean the International Atomic Energy Agency;
- (b) "Board" shall mean the Board of Governors of the Agency;
- (c) "Bradwell Facility" shall mean the nominal 1100 megawatt (thermal) magnox nuclear reactor facility, located at Bradwell in the County of Essex and owned and operated by the Central Electricity Generating Board, as defined in the Schedule to this Agreement;
- (d) "Government" shall mean the Government of the United Kingdom of Great Britain and Northern Ireland;
- (e) "Inspectors Document" shall mean the Annex to the Agency's document GC(V)/INF/39;
- (f) "Inventory" shall mean the Inventory established by the Agency in accordance with Sections 5 and 6;
- (g) "Nuclear material" shall mean any source or special fissionable material as defined in Article XX of the Statute;
- (h) "Safeguards Document" shall mean the Agency's document INFCIRC/66; and
- (i) "Statute" shall mean the Statute of the Agency.

**PART II**

**Undertakings by the Government and the Agency**

*Section 2.* The Government undertakes not to use in such a way as to further any military purpose the Bradwell Facility and any nuclear material required to be listed in the Inventory.

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<sup>(1)</sup> "Treaty Series No. 19 (1958)", Cmnd. 450, as amended by "Treaty Series No. 38 (1963)", Cmnd. 2053.

*Section 3.* The Agency undertakes to apply safeguards to the Bradwell Facility and, in accordance with sub-paragraphs 19 (d), (e) and (f) of the Safeguards Document, to the nuclear material required to be listed in the main part of the Inventory.

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

### PART III

#### The Inventory

*Section 5.* The Agency shall establish an Inventory in accordance with Sections 6, 7, 8 and 12. The Inventory shall be maintained on the basis of the reports received from the Government pursuant to the procedures provided for in Section 10 and of any other arrangements made pursuant to this Agreement. The Agency shall send copies of the Inventory to the Government every twelve months and also at any other times specified by the Government in a request communicated to the Agency not less than two weeks in advance.

*Section 6.* The following nuclear material and facilities shall be listed in the indicated parts of the Inventory:

(a) Main part:

- (i) The Bradwell Facility;
- (ii) Any special fissionable material produced during the term of this Agreement in the Bradwell Facility or produced in or by the use of any special fissionable material required to be listed in the main part of the Inventory, or any special fissionable material substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any material required to be listed under this sub-paragraph; and
- (iii) Any nuclear material while it is being processed or used in the Bradwell Facility during the term of this Agreement;

(b) Subsidiary part:

- (i) Any other facility while it contains any nuclear material listed in the main part of the Inventory; and
- (ii) Any other nuclear material in the Bradwell Facility that has not yet been introduced into the core of either of the two reactors, and any nuclear material in the cooling ponds at the time of the entry into force of this Agreement; and

(c) Inactive part:

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

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

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

## PART IV

### Safeguards procedures

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

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

*Section 11.* The Government shall inform the Agency of its intention to transfer any nuclear material required to be listed in the main part of the Inventory to a facility within its jurisdiction which is not listed in the Inventory, and shall provide to the Agency sufficient information to enable it to determine whether, and under what conditions, it can apply safeguards to the material after transfer to such facility. The material shall not be transferred until all the necessary arrangements with the Agency to this end have been concluded.

*Section 12.* Nuclear material required to be listed in the main part of the Inventory shall not be transferred beyond the jurisdiction of the Government otherwise than in accordance with sub-paragraph 28 (b), (c) or (d) of the Safeguards Document. Principal nuclear facilities so listed shall not be so transferred otherwise than in accordance with such provisions, *mutatis mutandis*. Any such material or facility shall be removed from the Inventory upon its transfer in accordance with this Section.

*Section 13.* If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

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

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

## PART V

### Agency inspectors

*Section 14.* The provisions of paragraphs 1 to 10 and 12 to 14 of the Inspectors Document shall apply to Agency inspectors performing functions

pursuant to this Agreement. However, paragraph 4 of the Inspectors Document shall not apply with reference to any facility or nuclear material to which the Agency has access at all times. The procedures for implementing paragraph 50 of the Safeguards Document shall be agreed between the Agency and the Government in a Supplementary Agreement.

*Section 15.* The relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall apply to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement.

## PART VI

### Financial provisions

*Section 16.* Expenses shall be borne as follows:

- (a) Subject to sub-paragraph (b) below each Party shall bear any expense incurred by itself in the implementation of this Agreement; and
- (b) All expenses incurred by the Government or persons under its jurisdiction at the written request of the Agency, its inspectors, or other officials, shall be reimbursed by the Agency, if the Government notifies the Agency before the expense is incurred that reimbursement will be required.

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

*Section 17.* The Government shall ensure that any protection against third party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction, shall apply to the Agency and its inspectors when carrying out their functions under this Agreement in like manner as that protection applies to nationals of the United Kingdom.

## PART VII

### Settlement of disputes

*Section 18.* Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties shall on the request of either Party be submitted to an arbitral tribunal composed of three arbitrators. Each Party shall designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, the other Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by either Party, and if necessary to ensure that this Agreement continues to function effectively, the

arbitral tribunal shall be empowered to decide upon interim measures pending a final decision on the dispute. All decisions of the tribunal, including rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on both Parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

*Section 19.* The provisions of Section 18 shall not be interpreted so as to detract from the powers of the Board under Section 13.

## PART VIII

### Amendment

*Section 20.* The Parties shall, at the request of either one of them, consult about amending this Agreement. If the Board decides to make any change in the Safeguards or Inspectors Document, this Agreement shall be amended, if the Government so requests, to take account of such change.

## PART IX

### Entry into force and duration

*Section 21.* This Agreement shall enter into force, after signature on behalf of the Agency and the Government, on 1 September 1966.

*Section 22.* This Agreement shall remain in force for a period of five years, unless terminated sooner by either Party upon six months' notice to the other Party or as may otherwise be agreed. It may be prolonged for further periods as agreed by both Parties.

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

DONE in Vienna, this 20th day of June 1966, in duplicate in the English language.

For the International Atomic Energy Agency:

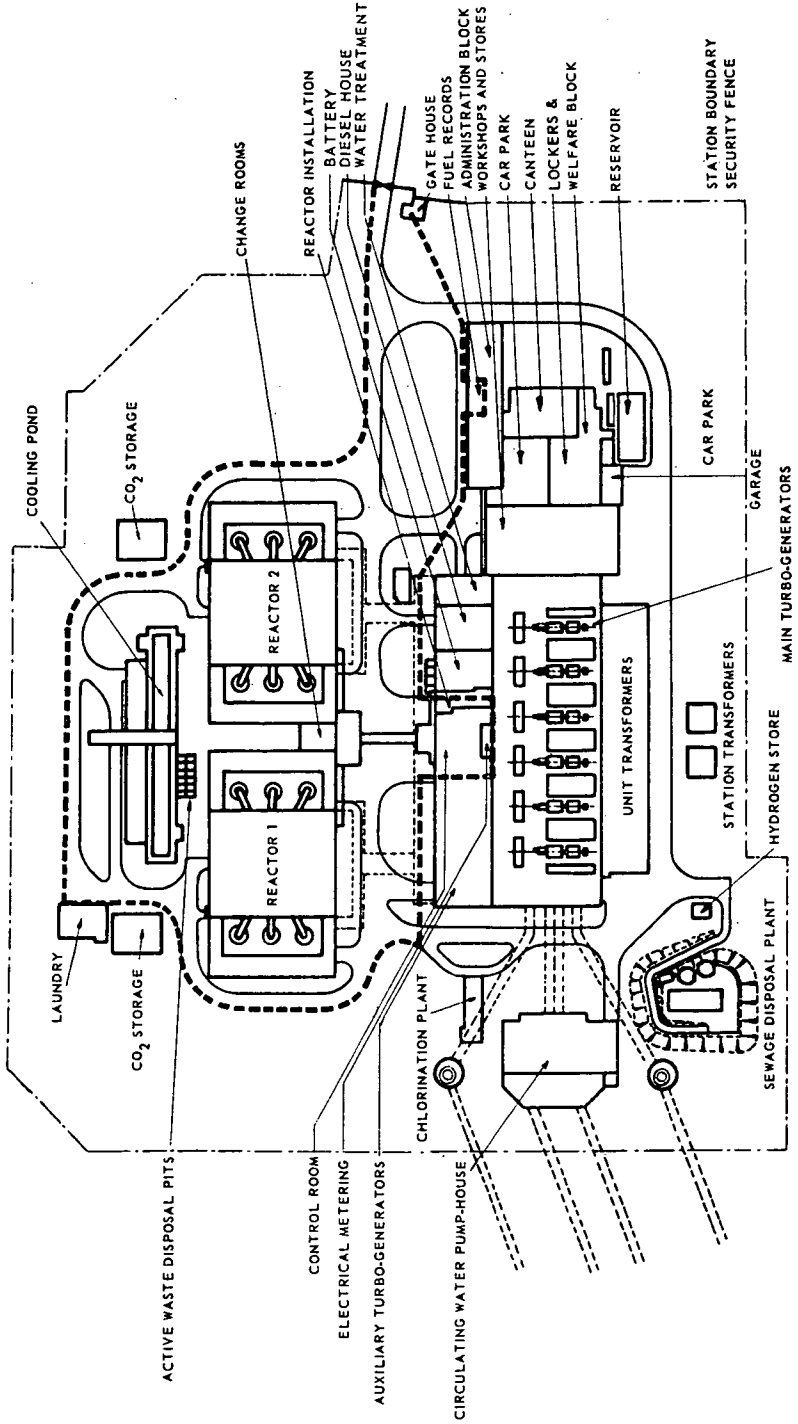
SIGVARD EKLUND

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

R. C. HOPE-JONES

# SCHEDULE

THE THICK DOTTED LINE ON THE DRAWING INDICATES THE LIMITS OF THE AREA OF THE BRADWELL FACILITY



**AGREEMENT**  
**BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY**  
**AND THE GOVERNMENT OF THE UNITED KINGDOM OF**  
**GREAT BRITAIN AND NORTHERN IRELAND SUPPLEMENTARY**  
**TO THE AGREEMENT BETWEEN THE INTERNATIONAL**  
**ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE**  
**UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN**  
**IRELAND FOR THE APPLICATION OF SAFEGUARDS WITH**  
**REGARD TO THE BRADWELL NUCLEAR POWER STATION**

With reference to Section 14 of the Agreement of today's date between the International Atomic Energy Agency and the Government of the United Kingdom of Great Britain and Northern Ireland for the Application of Safeguards with regard to the Bradwell Nuclear Power Station, it is agreed between the Agency and the Government as follows:

- (1) This Supplementary Agreement shall be interpreted as if it were an integral part of the Bradwell Safeguards Agreement.
- (2) The Government, in order to facilitate the access of Agency inspectors to facilities and materials to which they have access at all times:
  - (a) Shall grant inspectors designated by the Agency visas valid for a period of at least 12 months and permitting an unlimited number of entries;
  - (b) Recognize the right of the Agency to station one or more resident inspectors in the United Kingdom, and shall facilitate such stationing in every way and shall grant visas for such inspectors, their spouses and dependent relatives, valid for a period of two years or longer as agreed with the Agency.

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

DONE in Vienna, this 20th day of June 1966, in duplicate in the English language.

For the International Atomic Energy Agency:

SIGVARD EKLUND

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

R. C. HOPE-JONES

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