

The attached draft text was shared by the UK negotiating team with the Task Force for Relations with the United Kingdom as a draft negotiating document, that is, to be shared among negotiating teams only, in line with the provisions of the Terms of Reference.

The text is now being made public.

**Title: DRAFT WORKING TEXT FOR AN AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM) ON COOPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY**

Disclaimer:

The UK proposes the following legal text to form the basis for discussions on an agreement on cooperation in the peaceful uses of nuclear energy. In putting forward this proposal, the UK reserves the right to amend, supplement or withdraw proposals in the light of negotiations and the proposals put forward by the Commission. The general and final provisions in this text, including appropriate exemptions may require further adjustment or amendment in light of the negotiations.

The UK proposal has taken account of relevant international precedents, including Euratom's own agreements with other major economies in developing these texts.

The UK recalls that it acts in these negotiations on behalf of all the territories for whose international relations it is responsible and in negotiating this draft agreement the UK Government will seek outcomes which support the territories' security and economic interests, reflecting their unique characteristics. The UK reserves its position on the application of these principles to the draft text.

This draft text is being shared by the UK negotiating team with the Task Force for Relations with the United Kingdom as a draft negotiating document. As agreed in the Terms of Reference, the receiving party should not share this material outside of negotiating teams without the consent of the sending party.

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM) ON COOPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY**

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ("THE UNITED KINGDOM") AND THE EUROPEAN ATOMIC ENERGY COMMUNITY ("THE COMMUNITY") (hereinafter referred to as "the Parties" and each a "Party");

CONSIDERING that on 24 January 2020 the United Kingdom, the European Union (hereinafter referred to as "the Union") and the Community entered into the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community (hereinafter referred to as "Withdrawal Agreement");

CONSIDERING that Title IX of the Withdrawal Agreement makes provision in respect of Euratom related separation issues;

RECOGNISING that at 23:00 GMT on 31 January 2020 the United Kingdom withdrew from the Union and the Community;

RECOGNISING that the United Kingdom and the Community have long been committed to maximising the benefits of cooperation between them in the use of nuclear energy for peaceful purposes;

NOTING the United Kingdom's commitment to developing and deploying nuclear energy as part of its diversified and low carbon energy mix;

REAFFIRMING the desire of the Parties to cooperate in the promotion, development and use of nuclear energy for peaceful purposes;

REAFFIRMING the commitment of the Parties to ensuring that the international development and use of nuclear energy for peaceful purposes shall further the objective of the non-proliferation of nuclear weapons;

REAFFIRMING the support of the United Kingdom, the Community and the Governments of its Member States for the International Atomic Energy Agency (hereinafter referred to as the "IAEA") and the IAEA's safeguards system, and their desire to work together to ensure its continued effectiveness;

OBSERVING that the United Kingdom and all Member States of the Community are parties to the *Treaty on the Non-Proliferation of Nuclear Weapons*, done at Washington, London and Moscow on 1 July 1968 and which entered into force generally on 5 March 1970, (hereinafter referred to as "NPT");

REAFFIRMING the support of the Parties for the objectives of the NPT and their desire to promote universal adherence to the NPT;

DESIRING to maintain conditions consistent with the commitment of the Parties to non-proliferation under the NPT under which nuclear material, non-nuclear material and equipment can be transferred between the Parties for peaceful purposes;

RECALLING the strong commitment of the United Kingdom, the Community and the Governments of its Member States to nuclear non-proliferation including the strengthening and efficient application of the related safeguards and export control regimes under which cooperation in the peaceful uses of nuclear energy between the United Kingdom and the Community is carried out;

RECOGNISING that the United Kingdom, as a nuclear-weapon State under the NPT, has voluntarily entered into the *Agreement between the United Kingdom of Great Britain and Northern Ireland and the International Atomic Energy Agency for the Application of Safeguards in the United Kingdom of Great Britain and Northern Ireland in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons* and the Protocol Additional to that Agreement both done at Vienna on 7 June 2018 (hereinafter collectively referred to as the "United Kingdom-IAEA Safeguards Agreement");

NOTING that nuclear safeguards are applied in all Member States of the Community pursuant to both the Treaty establishing the European Atomic Energy Community (hereinafter referred to as "Euratom Treaty") and the safeguards agreements concluded between the Community, its Member States and the IAEA;

RECALLING the strong commitment of the United Kingdom, the Community and the Governments of its Member States to the secure use of nuclear material as parties to the *Convention on the Physical Protection of Nuclear Material*, done at Vienna and at New York on 3 March 1980 and which entered into force generally on 8 February 1987, and to the amendment to that Convention done at Vienna on 8 July 2005 and which entered into force generally on 8 May 2016 (hereinafter collectively referred to as the "Amended CPPNM");

NOTING that the United Kingdom and all Member States of the Community participate in the Nuclear Suppliers Group;

NOTING that account should be taken of the commitments made by the United Kingdom and each Member State of the Community in the framework of the Nuclear Suppliers Group;

REAFFIRMING the commitment of the Parties to the safe use of nuclear material and facilities and the protection of people and the environment from the harmful effects of ionising radiation; the importance to the international community of ensuring that the use of nuclear energy is safe, well-regulated and environmentally sound; and the importance of bilateral and multilateral cooperation for effective nuclear safety arrangements, and for enhancing such arrangements;

RECOGNISING the mutual benefits of the Parties' collaboration in nuclear research and development for both energy and non-energy applications, including the development of fusion energy;

RECOGNISING that this Agreement should be in compliance with international obligations of the Union and the United Kingdom under the World Trade Organisation agreements;

REITERATING commitments of the United Kingdom and the Member States of the Community to their bilateral agreements in the peaceful uses of nuclear energy;

HAVE AGREED as follows:

## ARTICLE I

### Definitions

For the purpose of this Agreement:

- (a) "Annex B" means Annex B of IAEA document INFCIRC/254/Part 1 (Guidelines for Nuclear Transfers), as may be revised from time to time, any such revision applying to this Agreement unless either Party has informed the other Party in writing that it does not accept the revision;
- (b) "competent authority" means: in the case of the Community, the European Commission; in the case of the United Kingdom, the Department for Business, Energy and Industrial Strategy and the Office for Nuclear Regulation; or any other such authority as the Party concerned may at any time notify in writing to the other Party;
- (c) "equipment" means:
  - i. with the exception of those items defined as "non-nuclear material" in paragraph (e) of this Article, the items listed in Annex B; and
  - ii. any equipment or other item not described in sub-paragraph (i) that has been jointly determined by the Parties in writing;
- (d) "intellectual property" shall have the meaning set out in Article 2 of the *Convention establishing the World Intellectual Property Organization*, done at Stockholm on 14 July 1967, as amended on 28 September 1979, and may include other subject matter as mutually determined by the Parties;
- (e) "non-nuclear material" means:
  - i. deuterium, heavy water (deuterium oxide) and other deuterium compounds in which the ratio of deuterium to hydrogen exceeds 1:5000, as defined in Annex B; and
  - ii. graphite having a purity level better than 5 parts per million boron equivalent and with a density greater than 1:50 grams per cubic centimetre, as defined in Annex B; and
- (f) "nuclear material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA done on 26 October 1956. Any determination by the Board of Governors of the IAEA under Article XX of the Statute that amends the list of material considered to be "source material" or "special fissionable material", shall apply to this Agreement unless either Party has informed the other Party in writing that they do not accept that determination.

## ARTICLE II

### Scope of Nuclear Cooperation

1. The nuclear cooperation in peaceful uses of nuclear energy envisaged between the Parties under this Agreement may include:
  - (a) the supply of nuclear material, non-nuclear material and equipment;
  - (b) basic and applied research;

- (c) scientific, technical and industrial research and development, including in relation to small modular reactors and advanced modular reactors;
  - (d) development, design, construction, operation and decommissioning of research reactors, nuclear power plants and other nuclear fuel cycle facilities;
  - (e) utilisation of nuclear reactors for electric power production and heat production;
  - (f) access to and use of equipment and facilities;
  - (g) monitoring and exchanging information on levels of radioactivity in the environment;
  - (h) management of spent fuel and radioactive waste, including geological disposal;
  - (i) health, nuclear safety, emergency preparedness and response (including medical countermeasures development and availability) and protection of people and the environment from radiation;
  - (j) safeguards and nuclear security (including information security and research cooperation);
  - (k) use of radioisotopes and radiation in agriculture, industry, medicine and environmental research;
  - (l) nuclear forensics;
  - (m) geological and geophysical exploration, development, production, further processing and use of uranium resources;
  - (n) research, design, construction, development, operation and decommissioning of facilities, related to nuclear fusion energy;
  - (o) regulatory aspects of the peaceful uses of nuclear energy;
  - (p) commercial cooperation between legal entities in the United Kingdom and the Community;
  - (q) technical training and education, including access to and use of equipment; and
  - (r) other areas relevant to the subject of this Agreement, as may be mutually determined by the Parties in writing.
2. Cooperation under this Agreement may be undertaken directly between the Parties or through legal entities established in the territory of the Parties. Any such cooperation shall be subject to this Agreement and to any additional terms and conditions as may be mutually determined in writing by the Parties or the legal entities.
  3. Any cooperation under this Agreement shall also be in accordance with applicable international agreements and arrangements, and national laws and regulations in force in the United Kingdom, the Community and its Member States.
  4. This Agreement shall not be interpreted to affect the rights and obligations that arise or result from the international agreements, treaties, and conventions that are in force for the Parties.

### ARTICLE III

#### **Forms of Nuclear Cooperation**

1. The cooperation described in Article II may take, but is not limited to, the following forms:

- (a) transfer of nuclear material, non-nuclear material and equipment;
  - (b) exchange of scientific and technical information, data, and documentation;
  - (c) exchange, visits and training of personnel and experts, including professional and advanced training for administrative, scientific, and technical personnel;
  - (d) education in nuclear-related fields, including between academic institutions;
  - (e) organisation of symposia and seminars, and other forms of provision of information to the public;
  - (f) provision of relevant technical assistance and services;
  - (g) participation by scientific and technical staff of one Party in research and development activities conducted by the other Party;
  - (h) organisation of, and participation in, joint projects, research infrastructure and joint undertakings and establishment of joint ventures;
  - (i) commercial cooperation relating to the nuclear fuel cycle; and
  - (j) other forms of cooperation that may be mutually determined by the Parties in writing.
2. A Party shall not use this Agreement to secure commercial advantage or to interfere with the commercial relations of the other Party.
3. Each Party shall take all reasonable steps and use its best efforts, within applicable international and domestic laws and regulations, to facilitate the proper implementation of this Agreement.

#### ARTICLE IV

##### **Exchange of Information and Technical Expertise**

The Parties shall promote and facilitate the appropriate and proportionate exchange of information and technical expertise between themselves, and between their respective competent authorities, on matters within the scope of this Agreement.

#### ARTICLE V

##### **Items Subject to This Agreement**

The following items are subject to this Agreement unless otherwise jointly determined by the Parties in writing:

- (a) nuclear material, non-nuclear material and equipment transferred between the territories, jurisdictions, or control of the Parties, whether directly or through a third party.

Such nuclear material, non-nuclear material and equipment shall become subject to this Agreement upon its entry into the territorial jurisdiction of the receiving Party, provided that written notifications have been exchanged between the Parties in accordance with Article VIII;

- (b) nuclear material, non-nuclear material and equipment derived from items subject to this Agreement;

- (c) nuclear material, non-nuclear material and equipment jointly determined by the Parties in writing at the time this Agreement comes into force as being subject to this Agreement; and
- (d) any other items jointly determined by the Parties in writing.

## ARTICLE VI

### **Extent of This Agreement**

1. Nuclear material that is subject to this Agreement shall remain subject to the provisions of this Agreement until:
  - (a) it has been retransferred in accordance with Article IX of this Agreement;
  - (b) it is determined that it is either no longer usable for any nuclear activity subject to the safeguards referred to Article XI or has become practicably irrecoverable. For the purpose of determining when nuclear material subject to this Agreement is no longer usable or is no longer practicably recoverable for processing into a form in which it is usable for any nuclear activity subject to the safeguards referred to Article XI, both Parties shall accept a determination made by the IAEA in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement to which the IAEA is a party; or
  - (c) otherwise jointly determined in writing by the Parties.
2. Non-nuclear material and equipment shall remain subject to the provisions of this Agreement until:
  - (a) it is retransferred in accordance with Article IX of this Agreement; or
  - (b) otherwise jointly determined in writing by the Parties.

## ARTICLE VII

### **Peaceful Uses**

1. Cooperation under this Agreement shall be exclusively for peaceful purposes.
2. Nuclear material, non-nuclear material and equipment subject to this Agreement shall only be used for peaceful purposes and shall not be used for the manufacture of nuclear weapons or other nuclear explosive devices, research on or development of nuclear weapons or other nuclear explosive devices, or be used for any military purpose or in any way to further any military purpose.
3. Peaceful purposes include the use of nuclear material, non-nuclear material and equipment in such fields as electric power generation, medicine, agriculture and industry. Military purposes do not include provision of power for a military base drawn from any power network, or production of radioisotopes to be used for medical purposes in a military hospital.

ARTICLE VIII

**Transfers and Facilitation of Trade**

1. Prior to any transfer between the Parties, whether directly or through a third party, of nuclear material, non-nuclear material or equipment subject to this Agreement as a result of the transfer, the Parties shall exchange written notifications.
2. Demonstrating their commitment to maintaining a strong trading relationship in respect of nuclear material, non-nuclear material and equipment the Parties shall, to such extent as is practicable, assist each other in the procurement, by either Party or by persons within the United Kingdom or the Community, of nuclear material, non-nuclear material and equipment.

ARTICLE IX

**Retransfers**

1. A Party shall obtain the written consent of the other Party prior to the retransfer to a third party of any nuclear material, non-nuclear material or equipment subject to this Agreement beyond its territory, jurisdiction, or control.
2. The competent authorities of the United Kingdom and the Community shall exchange, and keep up to date, a list of countries to which retransfers of natural uranium, depleted uranium, other source materials, uranium enriched to less than twenty (20) per cent in the isotope Uranium-235, and non-nuclear material, may be made without the prior written consent to the other Party, provided that procedures acceptable to both Parties that relate to such retransfers are established.

ARTICLE X

**Enrichment and Reprocessing**

1. A Party shall obtain the written consent of the other Party prior to the enrichment of any nuclear material subject to this Agreement to twenty (20) per cent or more in the isotope Uranium-235. Such consent, if granted, must describe the conditions under which the resultant uranium enriched to twenty (20) per cent or more may be stored, used or transferred.
2. A Party shall obtain the written consent of the other Party prior to the reprocessing of any nuclear material subject to this Agreement. Such consent, if granted, must describe the conditions under which any separated plutonium may be stored, used or transferred.
3. The Parties may establish arrangements with, or in consultation with, the Governments of relevant Member States of the Community to facilitate the implementation of this Article.

ARTICLE XI

**Safeguards**

1. Nuclear material subject to this Agreement shall be subject to appropriate safeguards procedures, in particular:

- (a) in the Community, the safeguards pursuant to the Euratom Treaty and the IAEA safeguards pursuant to the following safeguards agreements, as they may be revised and replaced, and in accordance with the NPT:
- (i) the Agreement between the Community's non-nuclear weapon Member States, the Community and the IAEA, done at Brussels on 5 April 1973 and which entered into force on 21 February 1977 (IAEA INFCIRC/193);
  - (ii) the Agreement between France, the Community and the IAEA, done in July 1978 and which entered into force on 12 September 1981 (IAEA INFCIRC/290); and
  - (iii) the Additional Protocols IAEA INFCIRC/193/Add.8 and IAEA INFCIRC/290/Add.1 done at Vienna on 22 September 1998 and which entered into force on 30 April 2004 on the basis of the IAEA INFCIRC/540 (corrected) (Strengthened Safeguards System, Part II); and
- (b) in the United Kingdom, the safeguards pursuant to the United Kingdom-IAEA Safeguards Agreement.
2. If, for any reason or at any time, the application of any of the safeguards agreements referred to in paragraph 1 of this Article is suspended or terminated, the relevant Party shall, without delay, arrange for the application of safeguards satisfactory to both Parties that conform with IAEA safeguards principles and procedures, and that provide for effectiveness and coverage equivalent to that intended to be secured by the safeguards system they replace. The Parties shall consult and assist each other in the application of such a safeguards system.

## ARTICLE XII

### **Nuclear Security**

1. In addition to the Parties', and the Governments of the Community's Member States', obligations under the Amended CPPNM, the Parties shall ensure such measures as are necessary are taken to ensure adequate security of nuclear material, non-nuclear material and equipment within their territory, jurisdiction, or under their control and subject to this Agreement.
2. Application of physical protection measures, as appropriate, shall be at all times at levels which satisfy as a minimum the criteria set out in Annex C of IAEA INFCIRC/254/Rev.9/Part 1 (Guidelines for Nuclear Transfers), the recommendations in IAEA INFCIRC/225/Rev.5 (Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities), and in relation to the transport of nuclear material, the IAEA Regulations for the Safe Transport of Radioactive Material (IAEA Safety Standards Series No. TS-R-1), as may be revised from time to time. Any such revision applies to this Agreement unless a Party has notified the other Party in writing that it does not accept the revision.

## ARTICLE XIII

### **Nuclear Safety**

The nuclear safety and waste management measures of the Parties shall be conducted in accordance with the Convention on Nuclear Safety, done at Vienna on 17 June 1994 and

which entered into force generally on 24 October 1996 (IAEA document INFCIRC/449), the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management, done at Vienna on 5 September 1997 and which entered into force generally on 18 June 2001 (IAEA document INFCIRC/546), the Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency, done at Vienna on 26 September 1986 and which entered into force generally on 26 February 1987 (IAEA document INFCIRC/336), and the Convention on Early Notification of a Nuclear Accident, done at Vienna on 26 September 1986 and which entered into force generally on 27 October 1986 (IAEA document INFCIRC/335), as amended from time to time. Any such amendment to any of the aforementioned Conventions applies to this Agreement unless a Party has notified the other Party in writing that it does not accept the amendment.

#### ARTICLE XIV

##### **Administrative Arrangements**

1. The Parties, through their respective competent authorities, shall establish administrative arrangements to facilitate the effective implementation of this Agreement. Such arrangements shall include the procedures necessary for the competent authorities to implement and administer this Agreement.
2. Administrative arrangements established pursuant to this Article may be amended as mutually determined in writing by the competent authorities.
3. Each Party shall, through their respective competent authorities, prepare and submit to the other Party an annual inventory list of the items described in Article V.
4. The competent authorities may consult at any time, at the request of either competent authority, to ensure the effective implementation and administration of this Agreement.

#### ARTICLE XV

##### **Cooperation in Nuclear Research and Development**

1. The Parties shall develop cooperative activities for peaceful purposes in nuclear research and development, including the development of fusion energy, between themselves and between their agencies, where the Parties have common interests and in so far as they are covered by their respective research and development activities. The Parties or their agencies may allow the participation in such cooperation of researchers and organisations from all research sectors, including universities, laboratories, and the private sector.
2. The Parties shall consider entering into collaborative arrangements for existing and future nuclear research and development activities.
3. In particular, each Party shall, with respect to the other Party:
  - (a) facilitate cooperation in; and
  - (b) where agreed and appropriate, provide for access to and participation in, programmes, projects, research infrastructure, joint undertakings and consortia in the field of nuclear research and development.

4. To the extent necessary, the Parties, or their competent authorities, shall conclude separate implementing arrangements setting out the specific scope, terms and conditions for the cooperation subject to this Article.
5. Implementing arrangements established pursuant to this Article may, inter alia, cover financing provisions, assignment of management and operational responsibilities and detailed provisions on dissemination and sharing of data, information, and intellectual property.

## ARTICLE XVI

### **Medical Radioisotopes**

In order to ensure that the global supply of medical radioisotopes is monitored effectively, to minimise the risks of shortage of supply, and to support the development of novel technologies and treatments involving radioisotopes, the Parties shall cooperate, and in particular shall facilitate information exchange and transparency between the United Kingdom and the Community on the supply of radioisotopes.

## ARTICLE XVII

### **Confidentiality of Information**

1. The Parties shall take all appropriate measures, including but not limited to classification and security measures, in accordance with their respective laws, regulations, and policies to preserve the confidentiality of commercial and other confidential information received as a result of the implementation of this Agreement.
2. The Parties shall exclusively use the information transferred under this Agreement in accordance with this Agreement and not for any other purpose.

## ARTICLE XVIII

### **Intellectual Property**

1. The Parties shall ensure the adequate and effective protection of intellectual property created pursuant to the cooperation under this Agreement in accordance with written arrangements between the Parties and with applicable international agreements and arrangements, and the national laws and regulations in force in the Community and in the United Kingdom.
2. This Agreement is not intended to transfer any intellectual property. The intellectual property generated under the framework of the cooperation provided by this Agreement shall be allocated on a case-by-case basis in any specific agreements, arrangements or contracts associated with this Agreement.

## ARTICLE XIX

### **Consultations**

1. At the request of either Party, representatives of the Parties shall meet when necessary to consult with each other on matters arising out of the application of this Agreement, to supervise its operation and to discuss arrangements for co-operation additional to those

provided in this Agreement. Such consultations may also take the form of an exchange of correspondence.

2. The IAEA may be invited to participate in consultations referred to in paragraph 1, upon the joint request of the Parties.
3. Each Party shall, upon the other Party's request, notify in writing to the other Party the results or overall conclusions of any report by the IAEA on the IAEA's verification activities in the territory, jurisdiction or under the control of the requested Party, relevant to the nuclear material subject to this Agreement.

## ARTICLE XX

### **Cessation of Cooperation**

1. If either Party or any Member State of the Community violates any of the material provisions of this Agreement, the other Party may, on giving written notice to that effect, suspend or terminate in whole or in part cooperation under this Agreement.
2. Before either Party takes action to that effect, the Parties shall consult with a view to reaching a decision on whether corrective or other measures are needed, and if so, the measures to be taken and the time-scale within which such measures shall be taken.
3. Suspension or termination pursuant to paragraph 1 of this Article shall be taken only if there has been a failure to implement the corrective or other measures within the time determined by the Parties or, in the event of failure to find a solution, after the lapse of a reasonable period of time. In such cases, the supplier Party shall have the right to require the return of nuclear material, non-nuclear material and equipment subject to this Agreement.
4. A right to cease further cooperation under this Agreement in whole or in part, or to terminate this Agreement and to require the return of any nuclear material, non-nuclear material and equipment transferred pursuant to this Agreement, may be exercisable:
  - a. by the United Kingdom:
    - i. if the Community or any of the Member States of the Community other than the French Republic detonates a nuclear explosive device; or
    - ii. if the French Republic detonates a nuclear explosive device using any nuclear material, non-nuclear material and equipment transferred pursuant to this Agreement; and
  - b. by the Community, if the United Kingdom detonates a nuclear explosive device using any nuclear material, non-nuclear material and equipment transferred pursuant to this Agreement.

## ARTICLE XXI

### **Settlement of Disputes**

1. The Parties shall promptly discuss any dispute between them concerning the application, interpretation or implementation of this Agreement with a view to resolving that dispute by negotiation. Any such discussions or negotiations may take the form of an exchange of correspondence.

2. Any such dispute which is not settled by negotiation or as may otherwise be resolved between the Parties shall, on the request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators. Each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, not a national of either Party, who shall be the Chairman.
3. If within thirty (30) days of the request for arbitration either Party has not designated an arbitrator, the other Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator to the Party which has not designated an arbitrator. If within thirty (30) days of the designation or appointment of arbitrators for both the Parties the third arbitrator has not been elected, either Party may request the President of the International Court of Justice to appoint the third arbitrator.
4. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on both Parties and implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that for ad hoc judges of the International Court of Justice. Any arbitral decisions or award shall be executed in compliance with all applicable legislation of the Parties and international law.

## ARTICLE XXII

### **Amendments**

1. The Parties may consult, at the request of either Party, on possible amendments to this Agreement.
2. This Agreement may be amended if the Parties so agree.
3. Any amendment shall enter into force on the date specified by the Parties, by an exchange of diplomatic notes between the Parties that their respective internal procedures necessary for its entry into force have been completed.

## ARTICLE XXIII

### **Entry into Force and Duration**

1. Each Party shall inform the other Party in writing through diplomatic channels of the completion of its domestic requirements for entry into force of this Agreement. This Agreement shall enter into force on a date to be mutually determined and specified in these notifications.
2. This Agreement shall remain in force for an initial period of thirty (30) years. Thereafter this Agreement shall be automatically renewed for additional periods of ten (10) years, unless, at least six (6) months before the expiration of any such additional period, a Party notifies the other Party by an exchange of diplomatic notes of its intention to terminate this Agreement.
3. Notwithstanding the suspension, termination or expiration of this Agreement or any cooperation hereunder for any reason, the obligations in Articles VI, IX to XI, XII to XIV and XVII to XXI shall continue in effect so long as any nuclear material, non-nuclear material or equipment subject to these Articles remains in the territory of the other Party

or under its jurisdiction or control anywhere, or until it is mutually determined by the Parties in accordance with the provisions of Article VI that such nuclear material is no longer usable, or is practicably irrecoverable for processing into a form in which it is usable, for any nuclear activity relevant from the point of view of safeguards.