

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE  
CANBERRA

AGREEMENT BETWEEN  
THE GOVERNMENT OF AUSTRALIA  
AND  
THE GOVERNMENT OF THE RUSSIAN FEDERATION  
ON  
COOPERATION IN THE USE OF NUCLEAR ENERGY  
FOR PEACEFUL PURPOSES

Sydney, 7 September 2007

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# AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION ON COOPERATION IN THE USE OF NUCLEAR ENERGY FOR PEACEFUL PURPOSES

THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, (HEREINAFTER REFERRED TO AS “THE PARTIES”),

DESIRING to promote their cooperation in the use of nuclear energy for peaceful purposes;

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

MINDFUL that Australia and the Russian Federation are parties to the Treaty on the Non-Proliferation of Nuclear Weapons done at Moscow, Washington and London on 1 July 1968;

MINDFUL that the Russian Federation is a nuclear-weapon State and is party to the Agreement between the Government of the Union of the Soviet Socialist Republics and the International Atomic Energy Agency for the application of safeguards in the Union of Soviet Socialist Republics, concluded on 21 February 1985 (hereinafter referred to as “the 1985 Safeguards Agreement”);

MINDFUL that Australia, as a non-nuclear-weapon State, has, under the Treaty on the Non-Proliferation of Nuclear Weapons, undertaken not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices and that it is party to the Agreement between Australia and the International Atomic Energy Agency for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons, concluded on 10 July 1974 (hereinafter referred to as “the 1974 Safeguards Agreement”);

REAFFIRMING their support for the objectives and provisions of the Treaty on the Non-Proliferation of Nuclear Weapons and their desire to promote universal adherence to that Treaty;

REAFFIRMING their support for the International Atomic Energy Agency (hereinafter referred to as “the IAEA”) safeguards system and their desire to work together to ensure its continued effectiveness;

TAKING ACCOUNT of their support for the principles of openness and transparency in matters relating to nuclear energy and the non-proliferation of nuclear weapons;

REAFFIRMING their commitment to the Convention on the Physical Protection of Nuclear Material done at Vienna and New York on 3 March 1980;

REAFFIRMING their commitment to the International Convention for the Suppression of Acts of Nuclear Terrorism done at New York on 14 September 2005;

HAVE AGREED as follows:

## Article I

For the purposes of this Agreement:

“component” means a component part of equipment or other item, so designated by agreement of the Parties in writing through diplomatic channels;

"Eligible Facilities List" means the nuclear fuel cycle facilities list provided to the IAEA, designating those facilities eligible for IAEA safeguards in accordance with the 1985 Safeguards Agreement;

“equipment” means those items listed in IAEA document INFCIRC/254/Rev.8/Part 1, as amended from time to time. Any such amendment shall have effect under this Agreement only when both Parties have informed each other in writing through diplomatic channels that they accept such amendment;

“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;

“material” means any non-nuclear materials listed in IAEA document INFCIRC/254/Rev.8/Part 1, as amended from time to time. Any such amendment shall have effect under this Agreement only when both Parties have informed each other in writing through diplomatic channels that they accept such amendment;

“peaceful purpose” includes the use of nuclear material, material, equipment, components and technology in such fields as electric power generation, medicine, agriculture and industry, but does not include research on or development of any explosive devices, or any military purpose. Military purpose does not include provision of power for a military base drawn from any power network, production of radioisotopes to be used for medical purposes in a military hospital, or other similar purposes as may be mutually agreed by the Parties in writing through diplomatic channels;

“nuclear material” means any “source material” or “special fissionable material” as those terms are defined in Article XX of the Statute of the IAEA. Any determination by the Board of Governors of the IAEA under Article XX of the Statute of the IAEA which amends the list of materials considered to be “source material” or “special fissionable material” shall have effect under this Agreement only when both Parties have informed each other in writing through diplomatic channels that they accept such amendment;

“technology” has the meaning provided in IAEA document INFCIRC/254/Rev.8/Part 1, as amended from time to time. Any such amendment shall have effect under this Agreement only when both Parties have informed each other in writing through diplomatic channels that they accept such amendment.

## **Article II**

1. The Parties shall encourage and facilitate cooperation in the peaceful uses of nuclear energy in accordance with the provisions of this Agreement.
2. The Parties shall collaborate in transfers of nuclear material, material, equipment, components and technology.
3. Cooperation under this Agreement covers the following areas of peaceful use of nuclear energy:
  - i) basic and applied research;
  - ii) scientific, technical and industrial research and development;
  - iii) development, design, construction, operation and decommissioning of research reactors, nuclear power plants and other nuclear fuel cycle facilities;
  - iv) utilization of nuclear reactors for electric power production, sea water desalination and heat production;
  - v) management of spent fuel and radioactive waste;
  - vi) nuclear safety, radiation protection and protection of the environment;
  - vii) safeguards, and physical protection of nuclear material and facilities;
  - viii) use of radioisotopes and radiation in agriculture, industry, medicine and environmental research;

- ix) geological and geophysical exploration, development, production, further processing and use of uranium resources;
- x) regulatory aspects of the peaceful uses of nuclear energy; and
- xi) other areas of cooperation as may be agreed by the Parties in writing through diplomatic channels.

4. Cooperation in specific areas outlined in paragraph 3 of this Article may be implemented as necessary through arrangements between a legal entity of Australia and a legal entity of the Russian Federation which the respective competent authority notifies the other competent authority as being duly authorised to implement such cooperation. Any such arrangements shall include provisions dealing with intellectual property rights protection where such rights exist or arise.

### **Article III**

1. Cooperation referred to in paragraph 3 of Article II of this Agreement may be undertaken in the following forms:

- i) exchange of scientific and technical information;
- ii) training of personnel, including professional and advanced training for administrative, scientific and technical personnel;
- iii) organization of symposia and seminars;
- iv) organization of joint projects and establishment of joint ventures;
- v) establishment of bilateral working groups for implementation of the joint projects;
- vi) supply of nuclear fuel cycle services including uranium conversion and isotopic enrichment;
- vii) trade and commercial cooperation relating to the nuclear fuel cycle;
- viii) transfer of industrial equipment and industrial technology and
- ix) other forms of cooperation as may be agreed by the Parties in writing through diplomatic channels.

### **Article IV**

1. For the purpose of implementing this Agreement the Parties shall nominate competent authorities. For the Government of Australia the competent authority will be the Australian Safeguards and Non-Proliferation Office and for the Government of the Russian Federation the competent authority will be the Federal Atomic Energy Agency.

2. Notwithstanding paragraph 1 of this Article, the Parties may nominate other competent authorities for coordination of cooperation in the specific areas referred to in paragraph 3 of Article II of this Agreement. A Party shall notify the other Party in writing through diplomatic channels where it nominates a competent authority for such purpose.

3. A Party shall notify the other Party in writing through diplomatic channels of a change to a competent authority.

## **Article V**

1. This Agreement shall apply to:
  - i) all nuclear material transferred between Australia and the Russian Federation whether the nuclear material is transferred directly or through a third State;
  - ii) all forms of nuclear material prepared by chemical or physical processes or isotopic separation from nuclear material subject to this Agreement: if nuclear material subject to this Agreement is mixed with other nuclear material, the quantity of nuclear material so prepared which falls within the scope of this Agreement shall be an amount equivalent to the proportion which the nuclear material subject to this Agreement bears to the total quantity of nuclear material;
  - iii) all generations of nuclear material produced by neutron irradiation of nuclear material subject to this Agreement: if nuclear material subject to this Agreement is irradiated together with other nuclear material, the proportion of nuclear material so produced which falls within the scope of this Agreement shall be equal to the proportion of the nuclear material irradiated that is subject to this Agreement;
  - iv) material, equipment, components and technology transferred between Australia and the Russian Federation, whether directly or through a third State;
  - v) nuclear material where material, equipment or components subject to this Agreement have a direct and major connection to the production, processing or use of that nuclear material; and
  - vi) equipment produced by the use or by the application of technology transferred in accordance with this Agreement.
  
2. Nuclear material, material, equipment, components and technology subject to this Agreement shall be transferred only to a legal entity of Australia or the Russian Federation which the competent authority of the receiving Party notifies the competent authority of the supplying Party as being duly authorised to receive such nuclear material, material, equipment, components and technology.

## **Article VI**

1. Nuclear material, material, equipment, components and technology subject to this Agreement shall remain subject to the provisions of this Agreement until:
  - i) it is no longer usable for any nuclear activity; or
  - ii) it is practicably irrecoverable for processing into a form in which it is usable for any nuclear activity; or
  - iii) it has been transferred beyond the territory of Australia or beyond the territory of the Russian Federation in accordance with Article X of this Agreement; or
  - iv) the Parties otherwise agree in writing through diplomatic channels.
  
2. For the purpose of determining when nuclear material subject to this Agreement is no longer usable for any nuclear activity or is practicably irrecoverable for processing into a form in which it is usable for any nuclear activity, both Parties shall apply any relevant determination made by the IAEA in accordance with the safeguards agreement between the Party concerned and the IAEA. In the absence of a determination by the IAEA, a determination may be made by mutual decision of the competent authorities, in accordance with the principles applied by the IAEA for this purpose.

## **Article VII**

Nuclear material, material, equipment, components and technology 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.

## **Article VIII**

1. Where nuclear material subject to this Agreement is within the territory of the Russian Federation, compliance with Article VII of this Agreement shall be ensured by a system of safeguards in accordance with the 1985 Safeguards Agreement. This means that nuclear material subject to this Agreement shall be processed, used or stored in accordance with paragraph 1 of Article XI of this Agreement. The Russian competent authority shall provide the Australian competent authority annually with the Eligible Facilities List and any amendment to it.

2. Where nuclear material subject to this Agreement is within the territory of Australia, compliance with Article VII of this Agreement shall be ensured by a system of safeguards in accordance with the 1974 Safeguards Agreement.

3. If, notwithstanding the efforts of both Parties, the IAEA fails to administer its functions under the Agreements referred to in paragraphs 1 and 2 of this Article in the territory of Australia or in the territory of the Russian Federation in which nuclear material subject to this Agreement is present, the Parties shall forthwith arrange for the application of safeguards satisfactory to both Parties which conform with IAEA safeguards principles and procedures and which provide reassurance 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 IX**

1. Information bearing an Australian national security classification or classified as State Secret by the Russian Federation shall not be exchanged under this Agreement.

2. A Party supplying information under this Agreement may mark any such information, if in English, "Australia-Russia-Nuclear-in-Confidence" and, if in Russian, "конфиденциально". A Party receiving information so marked shall protect this information at a level equivalent to the protection applied by the supplying Party to such information. Such information shall not be disclosed or transferred to a third party without the written consent of the supplying Party. The procedures for transfer and protection of such information shall be set out in the Memorandum of Understanding concluded pursuant to Article XII of this Agreement.

## **Article X**

1. Nuclear material subject to this Agreement shall not be transferred beyond the territory of the receiving Party without the prior written consent of the supplier Party, except in accordance with paragraph 5 of this Article.

2. Nuclear material subject to this Agreement shall not be:

- i) enriched to 20 per cent or greater in the isotope uranium 235; or
- ii) reprocessed;

without the prior written consent of the supplier Party.

3. Material, equipment, components and technology subject to this Agreement shall not be transferred by the receiving Party to a third State except when the receiving Party has obtained the prior written consent of the supplier Party and an assurance from the third State of:

- i) peaceful use; and
- ii) implementation of IAEA safeguards; and
- iii) measures of physical protection at a level not lower than that imposed on the Parties under paragraph 2 of Article XIII of this Agreement.

4. The supplier Party shall not withhold consent pursuant to this Article for the purpose of securing commercial advantage.

5. Transfers of nuclear material subject to this Agreement from the Russian Federation to a third State which has an agreement in force with Australia concerning nuclear transfers, in relation to which the Australian competent authority has not advised the Russian competent authority that Australia has found it necessary to suspend, cancel or refrain from making nuclear transfers, can take place for conversion, enrichment below 20 per cent in the isotope uranium 235, fuel fabrication or use in a reactor. The Russian competent authority shall promptly notify the Australian competent authority, in accordance with procedures set out in the Memorandum of Understanding concluded pursuant to Article XII of this Agreement, of such transfers.

6. The Australian competent authority shall provide the Russian competent authority with, and keep up to date, the list of countries to which transfers may be made in accordance with paragraph 5 of this Article.

## **Article XI**

1. Nuclear material subject to this Agreement in the Russian Federation shall only be processed, used or stored:

- i) at facilities that are included in the Eligible Facilities List and are within a program mutually determined through consultation between the competent authorities; or
- ii) in accordance with the provisions of paragraph 2 of this Article.

2. Where the competent authorities mutually determine that it is necessary for operational reasons to undertake conversion to uranium hexafluoride or enrichment of nuclear material subject to this Agreement in a facility that does not meet the terms of sub-paragraph i) of paragraph 1 of this Article, the following arrangements shall be applied:

- i) In accordance with the Memorandum of Understanding concluded pursuant to Article XII of this Agreement, the competent authorities shall mutually determine the facility or facilities involved, the quantities of nuclear material, and such other information as may be specified in the Memorandum of Understanding.
- ii) The nuclear material to be converted or enriched shall be substituted by quantities of nuclear material equivalent in quality and quantities to the outputs of such conversion or enrichment, to be added to the inventory of nuclear material subject to this Agreement at relevant facilities referred to in sub-paragraph i) of paragraph 1 of this Article, in accordance with procedures set out in the Memorandum of Understanding concluded pursuant to Article XII of this Agreement.

## **Article XII**

1. Each Party shall establish and maintain a system of accounting for and control of all nuclear material, material, equipment, components and technology subject to this Agreement.
2. The competent authorities of both Parties shall conclude a Memorandum of Understanding to ensure the effective implementation of this Agreement.
3. If nuclear material subject to this Agreement is present in the territory of Australia or the Russian Federation, that Party shall, upon the request of the other Party, provide the other Party in writing through diplomatic channels with any conclusions which the IAEA has drawn from its safeguards activities, insofar as they relate to nuclear material subject to this Agreement.
4. Each Party shall inform the IAEA of all transfers and retransfers of nuclear material subject to this Agreement to and from its jurisdiction.

## **Article XIII**

1. Each Party shall take such measures as are necessary to ensure adequate physical protection of nuclear material, material, equipment, components and technology subject to this Agreement within its jurisdiction. A Party shall ensure that nuclear material, material, equipment, components and technology in international transport are adequately protected until that responsibility is properly transferred to another State.
2. In addition to its obligations under the Convention on the Physical Protection of Nuclear Material done at Vienna and New York on 3 March 1980, including any amendments that are in force for each Party, each Party shall apply measures of physical protection in accordance with its national legislation which meet levels not less than the recommendations of IAEA document INFCIRC/225/Rev.4 (corrected) entitled "The Physical Protection of Nuclear Material and Nuclear Facilities", as amended from time to time. Any amendment to or replacement of IAEA document INFCIRC/225/Rev.4 (corrected) shall have effect under this Agreement only when the Parties have informed each other in writing through diplomatic channels that they accept such amendment or replacement.

## **Article XIV**

1. The Parties shall consult regularly, or at any time at the request of either Party, in order to ensure the effective implementation of this Agreement, or to review matters relating to the peaceful uses of nuclear energy.
2. The Parties may jointly invite the representatives of the IAEA to participate in such consultations.

## **Article XV**

1. The supplier Party has the right to suspend or cancel further transfers of nuclear material, material, equipment, components and technology and to require the receiving Party to take corrective steps if the receiving Party does not comply with IAEA safeguards arrangements or with any provisions of Articles V to XIV or Article XVI of this Agreement.
2. If corrective steps are not taken by the receiving Party within a reasonable time, the supplier Party has the right to require the return of nuclear material, material, equipment, components and technology subject to this Agreement.
3. Nothing in this Article shall preclude recourse to dispute settlement under Article XVI of this Agreement.



## **Article XVI**

1. Any dispute between the Parties arising out of the interpretation or application of this Agreement shall be settled by negotiations carried out by the Parties in good faith.
2. If such a dispute is not settled by negotiations within twelve months, it shall be submitted, at the request of either Party, to an arbitral tribunal composed of three arbitrators appointed in accordance with the provisions of this Article.
3. Each Party shall designate one arbitrator who may be its national and the two arbitrators so designated shall appoint a third, a national of a third State, who shall be Chairman of the arbitral tribunal.
4. If within sixty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within sixty days of the designation or appointment of the second arbitrator, the third arbitrator has not been appointed.
5. Except as otherwise determined by the Parties or prescribed by the arbitral tribunal established pursuant to this Article, each Party shall submit a memorandum within forty-five days after the arbitral tribunal is fully constituted. Replies of the Parties shall be due sixty days later. The arbitral tribunal shall hold a hearing at the request of either Party, or at its discretion, within thirty days after replies are due.
6. The arbitral tribunal shall adjudicate the dispute referred to it under this Article, and make all possible efforts to deliver a written decision within thirty days after completion of the hearing, or, if no hearing is held, after the date both replies are submitted. All decisions of the arbitral tribunal shall be taken by a majority vote.
7. The decisions of the arbitral tribunal, including those concerning its procedure, jurisdiction and the apportionment of the expenses of arbitration between the Parties, shall be binding on both Parties and shall be implemented by them in good faith.
8. The Parties may submit requests for clarification of the decision within fifteen days after it is received and such clarification shall be issued within fifteen days of such request.
9. Subject to paragraph 7 of this Article, the expenses of arbitration under this Article shall be shared equally between the Parties.
10. If and for as long as either Party fails to comply with a decision made under this Article, the other Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default.

## **Article XVII**

This Agreement may be amended by agreement between the Parties in writing.

## **Article XVIII**

1. The Parties shall notify each other in writing through diplomatic channels when their respective domestic procedures for entry into force have been met. The date of entry into force of the Agreement shall be the date of the last notification.
2. This Agreement shall remain in force for an initial period of 30 years and shall terminate upon expiry of the initial period if either Party notifies the other Party in writing through diplomatic channels of its intention to terminate at least 180 days prior to the expiry of the initial period.

3. If the Agreement is not terminated in accordance with paragraph 2 of this Article it shall remain in force indefinitely and shall only terminate 180 days after receipt of notice of intention to terminate by either Party in writing through diplomatic channels.

4. Unless otherwise agreed in writing through diplomatic channels between the Parties, termination, suspension or expiration of this Agreement or any cooperation under it for any reason shall not release the Parties from obligations under this Agreement in respect of nuclear material, material, equipment, components and technology transferred while the Agreement was in force.

5. This Agreement, upon its entry into force, shall terminate the Agreement between the Government of Australia and the Government of the Union of the Soviet Socialist Republics concerning the peaceful uses of nuclear energy, concluded on 15 February 1990 (hereinafter referred to as "the 1990 Agreement").

6. Upon termination of the 1990 Agreement, any nuclear material transferred pursuant to the 1990 Agreement shall be considered nuclear material to which this Agreement applies.

Done in duplicate at Sydney, this seventh day of September, 2007, in the English and Russian languages, both texts being equally authentic.

**For the Government of  
Australia:**

**For the Government of the  
Russian Federation:**

Hon. Alexander Downer  
Minister for Foreign Affairs

Sergey Kiriyenko  
Head  
Federal Atomic Energy Agency