

**AGREEMENT BETWEEN  
THE GOVERNMENT OF AUSTRALIA  
AND  
THE GOVERNMENT OF THE FRENCH REPUBLIC  
CONCERNING THE REPROCESSING IN FRANCE OF AUSTRALIAN  
IRRADIATED NUCLEAR FUEL ELEMENTS**

The Government of Australia and the Government of the French Republic (hereinafter referred to as the “Parties”),

Considering:

- The Agreement between the Government of Australia and the Government of the French Republic concerning Nuclear Transfers between Australia and France, done at Paris on 7 January 1981, and the Agreement between the Government of Australia and the European Atomic Energy Community (Euratom) for Co-operation in the Peaceful Uses of Nuclear Energy, done at Canberra on 8 September 2011;
- 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;
- Article L.542-2 of the French Environment Code, Section I of which provides that: “The storage in France of imported radioactive waste and of radioactive waste resulting from the processing of imported spent fuel and radioactive waste is prohibited.

The waste referred to in the preceding paragraph, or the equivalent as determined under conditions laid down by decree, shall be sent abroad in accordance with the provisions of Section I of Article L.542-2-1”;

- Article L.542-2-1 of the French Environment Code, Section I of which provides that: “Spent fuels may be brought into the national territory only for the purposes of reprocessing, research or transfer between foreign States. Radioactive waste may be brought into the national territory only for the purposes of processing or transfer between States. The entry of radioactive waste or spent fuel for processing or reprocessing purposes may only be authorized in the framework of intergovernmental Agreements and provided that the radioactive waste resulting from the processing of those substances is not stored in France beyond a date set by those Agreements.

The Agreement shall specify the times at which those substances are expected to be received and processed and, where appropriate, the prospects for future use of the radioactive material that has been separated during processing. The texts of these intergovernmental Agreements shall be published in the French Government Gazette”;

- The Contract signed on 7 July 2016, and amended by Deed of Variation on 10 October 2016, between the Australian Nuclear Science and Technology Organisation (hereinafter referred to as ANSTO) and AREVA NC, concerning the reprocessing of a maximum quantity of 3.6 tonnes of spent nuclear fuel from the OPAL research reactor located at Lucas Heights, in Australia, and under the provisions of which the entry into force of this Agreement is a prerequisite for the carriage of Australian spent fuel to France;
- The “Agreement for the Transfer of Title of Plutonium and Uranium” between ANSTO and AREVA NC concerning the reprocessing of spent fuel referred to in the previous paragraph, as signed by ANSTO and AREVA NC on 20 September 2016 and 24 October 2016 respectively and with the concurrence of the Euratom Supply Agency on 17 November 2016;

DESIRING to establish conditions consistent with their domestic laws and international obligations to enable reprocessing of spent nuclear fuel from the OPAL research reactor, and particularly obligations arising for France from its membership of the European Atomic Energy Community (Euratom);

Have agreed as follows:

## **ARTICLE 1**

### **Definitions**

For the purposes of this Agreement:

1. “AREVA NC” means the limited company duly organized and existing under French law, and registered with the *Registre du Commerce et des Sociétés* of Nanterre (N 305 207 169).
2. “ANSTO” means the Australian Nuclear Science and Technology Organisation, a body corporate established by the Australian Nuclear Science and Technology Organisation Act 1987 (ABN 47 956 969 590).
3. “Laws and Regulations” means any law enacted in accordance with the constitutional arrangements of each Party, or any administrative instrument issued by a competent executive authority in this area.
4. “OPAL Reactor” means the OPAL research reactor operated by ANSTO at Lucas Heights, Australia.
5. “Spent nuclear fuel” means spent fuel produced from the operation of the OPAL Reactor.
6. “The Contract” means the Contract signed on 7 July 2016, and amended by Deed of Variation on 10 October 2016, between ANSTO and AREVA NC, concerning the

reprocessing of a maximum quantity of 3.6 tonnes of spent nuclear fuel from the OPAL Reactor, including if amended.

7. "The ANSTO-AREVA NC Agreement" means the Agreement for the Transfer of Title of Plutonium and Uranium between ANSTO and AREVA NC concerning the reprocessing of the spent nuclear fuel referred to in the previous paragraph, as signed by ANSTO and AREVA NC on 20 September 2016 and 24 October 2016 respectively and with the concurrence of the Euratom Supply Agency on 17 November 2016, including if amended.

## **ARTICLE 2**

### **Purpose and Scope**

1. The purpose of this Agreement is to provide for the reprocessing, in France, of spent nuclear fuel from Australia, as provided for in the Contract.
2. This Agreement has been concluded in compliance with French Laws and Regulations governing nuclear safety and radiation protection, and in accordance with the Euratom Treaty and the rules adopted on the basis of it by the European Atomic Energy Community. In the event of conflict between the terms of this agreement and those of Euratom legislation, the Government of Australia and the Government of the French Republic agree to renegotiate the terms at issue of this Agreement with a view to taking into account the obligations arising for France from its membership of Euratom.

## **ARTICLE 3**

### **Items Subject to this Agreement**

1. In accordance with Articles L.542-2 and L.542-2-1 of the aforementioned French Environment Code, the entry into France of Australian spent fuel shall occur for the purposes of reprocessing by the operator responsible for this reprocessing pursuant to the Contract and shall not give rise to any storage of radioactive waste from Australia or to the storage of radioactive waste resulting from the reprocessing of Australian spent fuel in French territory.
2. The entry of spent nuclear fuel into France shall be authorized subject to the procurement by the operator responsible for the reprocessing of this fuel pursuant to the Contract of the permits required for its reprocessing under French Laws and Regulations on nuclear safety and subject to compliance with the following provisions.

## **ARTICLE 4**

### **Timing of Shipment of Spent Nuclear Fuel**

The Parties agree that entry into France of spent nuclear fuel from the OPAL Reactor will occur between the date of entry into force of this Agreement and 31 December 2030.

**ARTICLE 5**  
**Timing of Reprocessing**

The reprocessing of spent nuclear fuel from the OPAL Reactor shall be carried out between 1 January 2019 and 31 December 2034.

**ARTICLE 6**  
**Shipment of Waste to Australia**

1. Australia agrees to receive from France, in the form of packages of conditioned waste, radioactive waste resulting from the reprocessing of Australian spent nuclear fuel carried out in accordance with this Agreement.
2. Having regard to the low volume of waste generated by reprocessing, the Parties shall use their best efforts to minimize the number of shipping operations required for the return of radioactive waste under this Agreement.
3. The final date for the return to Australia of the radioactive waste resulting from reprocessing conducted under this Agreement shall be no later than 31 December 2035 unless an extension of the Contract has been signed by 31 December 2028 in relation to the delivery of additional quantities of spent nuclear fuel from the OPAL Reactor beyond 31 December 2030. If such an extension has been signed, then the final date for the return shall be no later than 31 December 2040.

**ARTICLE 7**  
**Implementation**

1. Australia shall adopt such measures as may be reasonably necessary and within its competence to enable the provisions of this Agreement to be implemented.
2. France shall adopt such measures as may be reasonably necessary and within its competence to enable the provisions of this Agreement to be implemented.
3. Australia shall in particular ensure compliance with the time limits set forth in this Agreement, in relation to the authorization procedures, permits and licences required for the shipment of radioactive waste to a storage or warehousing facility in Australia which complies with existing safety rules in Australia.
4. The Parties agree to respect the principle that the ultimate responsibility for safe and responsible storage of the radioactive waste resulting from reprocessing of spent fuel conducted under this Agreement shall be incumbent upon the State from which the transfer takes place, meaning Australia in accordance with the purpose of this Agreement.

**ARTICLE 8**  
**Transport of Radioactive Waste**

The transport of radioactive waste for the purposes of this Agreement shall be carried out by the Parties in accordance with applicable Laws and Regulations. In particular, in accordance with the obligations arising for France from its participation in Euratom, transport shall be carried out in compliance with the basic standards set down pursuant to Title II, chapter 3 of the Euratom Treaty.

**ARTICLE 9**  
**Management of Nuclear Material**

The transferred spent fuel and the uranium and plutonium resulting from the reprocessing of the spent fuel (intended for recycling into new nuclear fuel for use in a civilian reactor), shall be governed by the Contract and the ANSTO-AREVA NC Agreement. It shall also be treated in accordance with the Agreement between the Government of Australia and the Government of the French Republic concerning Nuclear Transfers between Australia and France, and the Agreement between the Government of Australia and the European Atomic Energy Community (Euratom) for Co-operation in the Peaceful Uses of Nuclear Energy. Nuclear fuel reprocessed under this Agreement will be reprocessed consistently with Annex A of the Australia-Euratom Agreement.

**ARTICLE 10**  
**Dispute settlement**

In the event of a dispute arising under this Agreement, the Parties shall consult one another with a view to settling the dispute speedily through negotiation, mediation, conciliation or any other peaceful means that is acceptable to them.

**ARTICLE 11**  
**Entry into Force, Amendment and Termination**

1. Each Party shall notify the other upon its completion of the domestic procedures required for the entry into force of this Agreement, which shall enter into force on the date of the second notification.
2. This Agreement shall remain in force until the date of the last return of radioactive waste, determined in accordance with Article 6(3), resulting from the reprocessing of spent fuel falling within its scope.
3. The provisions of this Agreement may be amended at any time by mutual agreement in writing by the Parties. These amendments shall take effect in accordance with paragraph 1 of this Article, unless otherwise agreed by the Parties.
4. This Agreement may be terminated at any time by agreement in writing or by either Party giving the other written notice of its intention to terminate, in which case it shall terminate six (6) months after the receipt of the written notice.

5. The termination of this Agreement shall not release the Parties from the execution of the obligations resulting from its implementation concerning Articles 6, 7, 8 and 9.

In witness whereof the representatives of the two Governments, being duly authorized thereto, have signed this Agreement.

DONE in duplicate at .....on ....., in the English and French languages, both texts being equally authentic.

**For the Government  
of Australia**

**For the Government  
of the French Republic**

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