



International Atomic Energy Agency

## INFORMATION CIRCULAR

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THE TEXT OF THE AGREEMENT OF 2 MARCH 1977 BETWEEN THE AGENCY  
AND PAKISTAN FOR THE APPLICATION OF SAFEGUARDS  
IN CONNECTION WITH THE SUPPLY OF URANIUM CONCENTRATE

1. The text<sup>[1]</sup> of the Agreement of 2 March 1977 between the Agency and Pakistan for the application of safeguards in connection with the supply of uranium concentrate from Niger is reproduced in this document for the information of all Members.
2. The Agreement entered into force pursuant to Article 24, on 2 March 1977.

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[1] The footnote to the text has been added in the present information circular.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND  
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN FOR THE  
APPLICATION OF SAFEGUARDS

WHEREAS the Government of the Islamic Republic of Pakistan (hereinafter referred to as "Pakistan") has made arrangements for the supply of uranium concentrate from the Republic of Niger (hereinafter referred to as "Niger");

WHEREAS the supplied nuclear material is intended exclusively for the development of peaceful uses of nuclear energy;

WHEREAS Pakistan has requested the International Atomic Energy Agency (hereinafter referred to as "the Agency") to apply safeguards in connection with the supply of the nuclear material;

WHEREAS the Agency is authorized by its Statute to apply safeguards, at the request of the parties, to any bilateral or multilateral arrangement or at the request of a State, to any of that State's activities in the field of atomic energy;

WHEREAS the Board of Governors of the Agency (hereinafter referred to as "the Board") has acceded to that request on 23 February 1977;

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

Definitions

Section 1. For the purpose of this Agreement:

- (a) "Equipment" shall mean any equipment which is specially designed or prepared for the processing, use or production of nuclear material;
- (b) "Facility" shall mean:
  - (i) A principal nuclear facility as defined in paragraph 78 of the Safeguards Document as well as a critical facility or a separate storage installation;
  - (ii) A plant for the production of heavy water; or
  - (iii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;
- (c) "Inspectors Document" shall mean the Annex to Agency document GC(V)/INF/39;
- (d) "Nuclear material" shall mean any source material or special fissionable material as defined in Article XX of the Statute of the Agency;
- (e) "Safeguards Document" shall mean Agency document INFCIRC/66/Rev. 2;

- (f) "Supplied nuclear material" shall mean the nuclear material supplied from Niger to Pakistan. The term shall include any supplied nuclear material which has been processed outside Pakistan before its transfer to Pakistan.

#### Undertakings by Pakistan and the Agency

Section 2. Pakistan undertakes that none of the following items shall be used for the manufacture of any nuclear weapon or to further any other military purpose or for the manufacture of any other nuclear explosive device:

- (a) The supplied nuclear material;
- (b) Any nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used by the use of any of the supplied nuclear material or of any other nuclear material referred to in this Section;
- (c) Any nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used by the use of any item referred to in this Section;
- (d) Any other item required to be listed in the Inventory referred to in Section 5.

Section 3. The Agency undertakes to apply its safeguards system in accordance with the terms of this Agreement to the item referred to in Section 2 so as to ensure as far as it is able that no such item is used for the manufacture of any nuclear weapon or to further any other military purpose or for the manufacture of any other nuclear explosive device.

Section 4. Pakistan undertakes to facilitate the application of the safeguards provided for in this Agreement and to co-operate with the Agency to that end.

#### Establishment and maintenance of Inventory

Section 5. The Agency shall establish and maintain an Inventory of nuclear material, equipment and facilities subject to this Agreement, which shall be divided into three parts:

- (a) The Main Part of the Inventory shall list:
  - (i) The supplied nuclear material;
  - (ii) Any nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used by the use of any of the supplied nuclear material or of any other nuclear material referred to in this Section;
  - (iii) Any nuclear material including subsequent generations of special fissionable material which has been produced, processed or used by the use of any facility or any equipment required to be listed in the Subsidiary Part of the Inventory;
  - (iv) Any nuclear material substituted in accordance with paragraph 25 or 26 of the Safeguards Document for nuclear material otherwise required to be listed in the Main Part of the Inventory;

- (b) The Subsidiary Part of the Inventory shall list:

Any facility and any equipment while containing, using or processing any of the supplied nuclear material or any nuclear material referred to in the Main Part of the Inventory;

- (c) The Inactive Part of the Inventory shall list any nuclear material which would normally be listed in the Main Part of the Inventory but which is not so listed because:
- (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send a copy of the Inventory to Pakistan every 12 months and also at any other times specified by Pakistan in a request communicated to the Agency at least two weeks in advance.

#### Section 6.

- (a) Pakistan shall notify the Agency of the receipt of any of the supplied nuclear material normally within two weeks of its arrival in Pakistan, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirements but shall be reported to the Agency at intervals not exceeding three months.
- (b) The notification of transfer may also be made by Niger, or by Niger jointly with Pakistan. The Agency may also obtain information from Niger in connection with transfers of the supplied nuclear material. If the supplied material has been processed in another State before its transfer to Pakistan, such a State may also make the notifications in question and supply information to the Agency.
- (c) Pakistan shall give the Agency as much advance notice as possible of the transfer of any large quantity of supplied nuclear material. Niger may also give the Agency advance notice of any such transfer.
- (d) Upon receipt of a notification referred to in (a), or upon confirmation by Pakistan of the receipt of nuclear material of which the transfer has been notified under (b) above, the Agency shall list the supplied nuclear material in the Main Part of the Inventory and shall so inform Pakistan and Niger.
- (e) Each notification shall include the quantity and composition of the supplied nuclear material, the date of shipment, the date of receipt, the identity of the consignor and consignee and any other relevant information.

#### Reports

#### Section 7.

- (a) Pakistan shall notify the Agency by means of its reports pursuant to the Safeguards Document of any special fissionable material produced during the period covered by the report by the use of any of the items described

in Section 5(a) and (b). Upon receipt by the Agency of the notification such produced material shall be listed in the Main Part of the Inventory. The Agency may verify the calculations of the amounts of the said produced material. Appropriate adjustment in the Inventory shall be made by agreement of the Agency and Pakistan and, pending final agreement of the Agency and Pakistan, the Agency's calculations shall be used.

- (b) Pakistan shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear material processed or used during the period covered by the report and accordingly required to be listed in the Main Part of the Inventory. Upon receipt by the Agency of the notification such nuclear material shall be listed in the Main Part of the Inventory.

### Transfers

#### Section 8.

- (a) Whenever Pakistan intends to transfer nuclear material listed in the Main Part of the Inventory to a facility or equipment within its jurisdiction which is not yet listed in the Inventory, it shall so notify the Agency before the transfer is effected. Pakistan may make the transfer to the facility or equipment only after the Agency has confirmed that it has made arrangements to apply safeguards with respect to the facility or equipment in question.
- (b) Pakistan shall notify the Agency of any transfer of nuclear material listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of Pakistan. Such nuclear material may be transferred and shall thereupon be deleted from the Inventory only after the Agency has confirmed that it has made arrangements to apply safeguards in respect of the nuclear material in question after the transfer.

Section 9. The notifications provided for in Section 8 shall be sent to the Agency sufficiently in advance to enable the Agency to make any arrangements required by that Section before the transfer is effected. The Agency shall take any necessary action promptly. The time limits for and the contents of these notifications shall be laid down in the subsidiary arrangements referred to in Section 13(b).

### Exemption and suspension

Section 10. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document.

Section 11. Nuclear material shall be deleted from the Inventory and Agency safeguards thereon shall be terminated as provided in paragraphs 26 and 27 of the Safeguards Document. The Agency shall also terminate safeguards under this Agreement with respect to any nuclear material deleted from the Inventory in accordance with Section 8(b).

### Safeguards procedures and subsidiary arrangements

Section 12. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document. It is however understood that the Agency may communicate information obtained by it in implementing this Agreement to another State, if Pakistan so agrees.

## Section 13.

- (a) The safeguards procedures to be applied by the Agency are those specified in the Safeguards Document, as well as such additional procedures as result from technological developments as may be agreed between the Agency and Pakistan. If nuclear material subject to safeguards under this Agreement is to be transferred to a facility under construction, the Agency shall have the right to obtain in respect of that facility the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.
- (b) The Agency shall make subsidiary arrangements with Pakistan concerning the implementation of the safeguards procedures which shall specify in detail, to the extent necessary to permit the Agency to fulfil its responsibilities in an effective and efficient manner, how the procedures of this Agreement shall be applied. The Subsidiary Arrangements shall also include any necessary arrangements for the application of safeguards to equipment and facilities and shall make provisions for such containment and surveillance measures as are required for the effective application of safeguards. The Subsidiary Arrangements shall enter into force within three months of the entry into force of this Agreement.

## Agency inspectors

Section 14. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document shall be agreed between the Agency and Pakistan before such a facility or nuclear material is listed in the Inventory.

Section 15. Pakistan shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency<sup>[2]</sup> to the Agency, its inspectors performing functions under this Agreement and to any property of the Agency used by them.

## Physical protection

Section 16. Pakistan shall take all the measures necessary for the physical protection of nuclear material, equipment and facilities subject to this Agreement and shall be guided by the recommendations of the Agency with regard to such measures.

## Finance

Section 17. Pakistan and the Agency shall each bear any expense incurred in the implementation of their responsibilities under this Agreement. The Agency shall reimburse Pakistan for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by Pakistan or persons under its jurisdiction at the written request of the Agency, if Pakistan notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by either Pakistan or the Agency to comply with this Agreement.

Section 18. Pakistan 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 as that protection applies to nationals of Pakistan.

[2] INFCIRC/9/Rev.2.

### Non-compliance

Section 19. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon Pakistan to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. In the event of failure by Pakistan to take fully corrective action within a reasonable time, the Board may take any other measures provided for in Article XII, C of the Statute. The Agency shall promptly notify Pakistan and Niger in the event of any determination by the Board pursuant to the present Section.

### Interpretation and application of the Agreement and settlement of disputes

Section 20. At the request of either Pakistan or the Agency there shall be consultations about any question arising out of the interpretation or application of this Agreement.

#### Section 21.

- (a) Pakistan and the Agency shall endeavour to settle by negotiation any dispute arising from the interpretation or application of this Agreement.
- (b) Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed to by Pakistan and the Agency shall on the request of either Pakistan or the Agency be submitted to an arbitral tribunal composed as follows:

Pakistan and the Agency shall each 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 Pakistan or the Agency has not designated an arbitrator, Pakistan or the Agency may request the Secretary-General of the United Nations 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.

- (c) A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of at least a majority. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between Pakistan and the Agency, shall be binding on Pakistan and the Agency. The remuneration of the arbitrators shall be determined on the same basis as that for ad hoc judges of the International Court of Justice.

Section 22. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Sections 17 and 18 shall, if they so provide, be given effect immediately by Pakistan and the Agency, pending the final settlement of any dispute.

### Final clauses

Section 23. Pakistan and the Agency shall, at the request of either of them, consult about amending this Agreement. If the Board modifies the Safeguards Document or the scope of the safeguards system, this Agreement shall be amended if Pakistan so requests to take account of such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if Pakistan so requests to take account of such modifications.

Section 24. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Pakistan.

Section 25. This Agreement shall remain in force until, in accordance with its provisions, safeguards have been terminated on all items referred to in Section 2.

DONE in Vienna this second day of March 1977, in duplicate, in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN:

(signed) Abdul Sattar