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Agreement between the International Atomic Energy Agency and the Government of the Republic of Kazakhstan regarding the Establishment of the Low Enriched Uranium Bank of the International Atomic Energy Agency in the Republic of Kazakhstan

1. The text of the Agreement between the International Atomic Energy Agency and the Government of the Republic of Kazakhstan regarding the Establishment of the Low Enriched Uranium Bank of the International Atomic Energy Agency in the Republic of Kazakhstan is reproduced in this document for the information of all Members. The Board of Governors approved the Agreement on 11 June 2015. It was signed on 27 August 2015 in Astana, Kazakhstan.

2. Pursuant to Article XIX, paragraph 1, of the Agreement, it entered into force on 31 January 2017, the date of the receipt of the last written notification through diplomatic channels of the fulfilment by the Parties of the procedures necessary for its entry into force.

Agreement between the International Atomic Energy Agency and the Government of the Republic of Kazakhstan regarding the Establishment of the Low Enriched Uranium Bank of the International Atomic Energy Agency in the Republic of Kazakhstan

The International Atomic Energy Agency (hereinafter referred to as the “IAEA”) and the Government of the Republic of Kazakhstan (hereinafter referred to as “Kazakhstan”), hereinafter also collectively referred to as the “Parties” and individually as a “Party”;

BEARING IN MIND that, under its Statute, the IAEA is authorized to encourage and assist in the development and practical application of atomic energy for peaceful purposes throughout the world and arrange for the supply of nuclear material to IAEA Member States to be used in accordance with the provisions of its Statute;

BEARING IN MIND the resolution of the Board of Governors of the IAEA (hereinafter referred to as the “Board of Governors”), GOV/2010/70 of 3 December 2010 entitled “Assurance of Nuclear Fuel Supply”, which, inter alia, adopted the Recommended Actions contained in document GOV/2010/67 of 26 November 2010 entitled “Assurance of Supply: Establishment of an IAEA Low Enriched Uranium (LEU) Bank for the Supply of LEU to Member States”;

BEARING IN MIND that Kazakhstan wishes to support the IAEA’s efforts in this regard and in this connection expressed interest in being the Host State for the IAEA LEU Bank in accordance with the requirements outlined by the IAEA in its document GOV/INF/2011/7 of 31 May 2011 entitled “Assurance of Supply: IAEA Low Enriched Uranium Bank. Solicitation for Host State”, as well as in the documents of the Board of Governors GOV/2010/67 of 26 November 2010 and GOV/2010/70 of 3 December 2010;

BEARING IN MIND that the Republic of Kazakhstan is a party to the Agreement on the Privileges and Immunities of the International Atomic Energy Agency (INFCIRC/9/Rev.2);

BEARING IN MIND that the Agreement between the Republic of Kazakhstan and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as the “Safeguards Agreement”) was signed on 26 July 1994 and entered into force on 11 August 1995 (INFCIRC/504) and an Additional Protocol thereto (hereinafter referred to as the “Additional Protocol”) was signed on 6 February 2004 and entered into force on 9 May 2007 (INFCIRC/504/Add.1);

BEARING IN MIND that the Republic of Kazakhstan is a party to the Vienna Convention on Civil Liability for Nuclear Damage (INFCIRC/500) and to the Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage (INFCIRC/566);

Have agreed as follows:

Article I
DEFINITIONS

As used in this Agreement, the terms below have the following meaning:

- a. “appropriate authorities” means such central or local authorities in the Republic of Kazakhstan as may be appropriate in the context of, and in accordance with, the legislation of Kazakhstan;
- b. “archives of the IAEA” means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video and sound recordings for the functioning of the IAEA LEU Bank belonging to the IAEA or held by the IAEA and any other material which the Parties agree shall form part of the archives of the IAEA;
- c. “Director General” means the Director General of the IAEA or any official designated to act on his behalf;
- d. “Facility Operator” means the legal entity that operates the IAEA LEU Storage Facility and, in this capacity, performs services for the IAEA under a technical agreement to be concluded between the IAEA and the Facility Operator in consultation with Kazakhstan (hereinafter referred to as the “Technical Agreement on Facility Operator Services”);
- e. “functioning of the IAEA LEU Bank” means activities agreed upon by the Parties including the receipt, loading, unloading and movement on the Facility Operator’s site, and storage of IAEA LEU and other IAEA property, weighing and sampling of IAEA LEU cylinders, nuclear material accountancy, provision of nuclear safety and security, transport, preparation for shipment, import and export of IAEA LEU, relocation of the IAEA LEU Bank, and all associated record keeping, inspections, reporting, risk management and maintenance;
- f. “IAEA LEU” means low enriched uranium owned by the IAEA in the form of uranium hexafluoride (UF₆) enriched up to nominally 4.95% U-235 for the functioning of the IAEA LEU Bank;
- g. “IAEA LEU Bank” means the physical stock of IAEA LEU located in the IAEA LEU Storage Facility of up to a maximum of 60 (sixty) full 30B cylinders or successor type of cylinder;
- h. “IAEA LEU cylinders” means IAEA owned cylinders for packaging of IAEA LEU for its transport and storage;
- i. “IAEA LEU Storage Facility” means the storage facility, provided by Kazakhstan to the IAEA for the exclusive use of the IAEA, situated on the site of the Facility Operator

where the IAEA LEU Bank is located (hereinafter referred to as the “Facility Operator’s site”), as described in the Technical Agreement on Facility Operator Services;

- j. “IAEA property” means all property of the IAEA, including IAEA LEU, IAEA LEU cylinders, as well as funds and other assets, belonging to the IAEA, or held by the IAEA or administered by the IAEA in furtherance of its statutory functions and this Agreement, and all income of the IAEA;
- k. “IAEA Representative Office” for the purpose of this Agreement means an office to be established by the IAEA in the Republic of Kazakhstan and notified by the IAEA to Kazakhstan;
- l. “IAEA Representative” means an IAEA official or other individual designated by the IAEA, who shall represent the IAEA in the Republic of Kazakhstan and who shall be notified by the IAEA to Kazakhstan;
- m. “legislation of Kazakhstan” means legal acts of the Republic of Kazakhstan issued in the appropriate manner; and
- n. “officials of the IAEA” means the Director General and all members of the staff of the IAEA except those who are locally recruited and assigned to hourly rates.

Article II THE IAEA LEU BANK

- 1. The IAEA LEU Bank shall be established by the IAEA in the Republic of Kazakhstan in accordance with this Agreement.
- 2. a. The IAEA shall bear the following costs:
 - (i) without prejudice to the responsibility of Kazakhstan for costs under paragraph 2, sub-paragraph b., of this Article, costs for purchase of IAEA LEU, equipment, facilities, and any other goods and services which are required by the IAEA for the establishment, operation and maintenance of the IAEA LEU Bank. These include costs of communication and other expenses due to specific requirements of the IAEA during the functioning of the IAEA LEU Bank, such as operation of monitoring equipment, and IAEA requirements for handling or inspection of IAEA LEU cylinders;
 - (ii) costs for the delivery of the IAEA LEU to and from the IAEA LEU Storage Facility, including all costs associated with the import and export of IAEA LEU, empty IAEA LEU cylinders and IAEA LEU cylinders containing heels, other than those costs associated with the relocation of the IAEA LEU Bank, in accordance with paragraph 2, sub-paragraph b. (iv), of this Article. The costs listed in this sub-paragraph include such costs directly resulting from the preparation of shipping documents, movement of IAEA LEU on the Facility Operator’s site, decanting, homogenization, sampling and analysis of IAEA LEU;

- (iii) overhead costs for the operation and maintenance of the IAEA LEU Bank incurred by the IAEA, including costs of staffing provided by the IAEA, costs of IAEA meetings and cost of the distribution of information within the IAEA;
 - (iv) costs of fees, duties and taxes which are levied on the IAEA with respect to the establishment, operation and maintenance of the IAEA LEU Bank and which are not exempted under Article VI of this Agreement;
 - (v) one Euro annually for storage costs stipulated in paragraph 2, sub-paragraph b. (i), of this Article;
 - (vi) costs relating to the relocation of the IAEA LEU Bank within the Republic of Kazakhstan, at the request of the IAEA, including removal and/or disposal of property, including IAEA property;
 - (vii) costs relating to the relocation of the IAEA LEU Bank outside of the Republic of Kazakhstan pursuant to the expiration or termination of this Agreement in accordance with Article XIX, paragraph 3 or paragraph 4, sub-paragraph a., of this Agreement, or Article XIX, paragraph 4, sub-paragraph b., of this Agreement in case of breach by the IAEA of the provisions of this Agreement, except in the case of paragraph 2, sub-paragraph b. (iv), of this Article;
 - (viii) costs relating to the implementation of IAEA's safeguards responsibilities in connection with the IAEA LEU Bank pursuant to the Safeguards Agreement and the Additional Protocol; and
 - (ix) other costs specifically referred to in this Agreement to be borne by the IAEA.
- b. Kazakhstan shall bear the following costs:
- (i) all costs directly relating to the storage of the IAEA LEU, except as provided in paragraph 2, sub-paragraph a. (v), of this Article, including electricity, heating, the necessary office space and staffing provided by Kazakhstan or its entities for the functioning of the IAEA LEU Bank;
 - (ii) costs relating to activities that Kazakhstan carries out in accordance with the legislation of Kazakhstan pursuant to this Agreement;
 - (iii) costs relating to the relocation of the IAEA LEU Bank within the Republic of Kazakhstan, at the request of Kazakhstan, including removal and/or disposal of property, including IAEA property;
 - (iv) costs relating to the relocation of the IAEA LEU Bank outside of the Republic of Kazakhstan pursuant to the termination of this Agreement in accordance with Article XIX, paragraph 4, sub-paragraph b., of this Agreement, due to a breach by Kazakhstan of the provisions of this Agreement leading to the relocation of the IAEA LEU Bank, except in the case of paragraph 2, sub-paragraph a. (vii), of this Article;
 - (v) costs relating to the implementation of the Republic of Kazakhstan's safeguards responsibilities in connection with the IAEA LEU Bank pursuant to the Safeguards Agreement and the Additional Protocol; and

- (vi) other costs specifically referred to in this Agreement to be borne by Kazakhstan.
3. At all times, Kazakhstan shall make available to the IAEA a Facility Operator licenced under the legislation of Kazakhstan to provide services for the functioning of the IAEA LEU Bank in accordance with this Agreement with qualified staff that meet the requirements for performing such services.
 4. Kazakhstan shall ensure that fully maintained equipment and facilities, in accordance with the design documentation approved by the appropriate authorities for the Facility Operator's site and as may be requested by the IAEA for the purposes of the functioning of the IAEA LEU Bank, are available to the IAEA at all times. Subject to paragraph 2 of this Article, the terms for the provision of such equipment and facilities shall be agreed between the IAEA and the Facility Operator in the Technical Agreement on Facility Operator Services.
 5. Individuals referred to in Article IX, paragraph 1, of this Agreement, subject to the necessary safety and security requirements provided in Article XIV of this Agreement, shall at all times have unhindered access to the IAEA LEU Bank, the IAEA LEU Storage Facility, the IAEA property, the archives of the IAEA, those parts of the Facility Operator's site necessary for the functioning of the IAEA LEU Bank, or any other access required for the functioning of the IAEA LEU Bank. Kazakhstan reserves the right to escort such individuals at its discretion. The IAEA reserves the right to secure such IAEA property with locks and seals, as deemed necessary by the IAEA.
 6. The Parties may agree to relocate the IAEA LEU Bank to another site within the Republic of Kazakhstan in accordance with Article XVII, paragraph 1, of this Agreement.
 7. Subject to the application of Article VI, paragraph 4, and Article XIV, paragraph 2, of this Agreement, Kazakhstan shall not place any obstruction, limitation or restriction on the storage and movement of any IAEA property under this Agreement that is for the functioning of the IAEA LEU Bank. Kazakhstan shall ensure carrying out in the shortest time possible the procedures related to the movement of IAEA LEU, IAEA LEU cylinders and any other IAEA property related to the functioning of the IAEA LEU Bank, into, through or out of, the Republic of Kazakhstan.

Article III JURIDICAL PERSONALITY OF THE IAEA

Kazakhstan recognizes the juridical personality of the IAEA and, in particular, its capacity to: (a) contract; (b) acquire and dispose of movable and immovable property; and (c) institute legal proceedings.

Article IV
INVIOABILITY

1. Kazakhstan recognizes the jurisdiction and control of the IAEA over the IAEA Representative Office. The IAEA LEU and the IAEA LEU Bank shall be in the IAEA's formal legal possession and under its control.
2. Except as otherwise provided in this Agreement, the legislation of Kazakhstan shall apply to the IAEA LEU Bank and within the IAEA Representative Office.
3. Except as otherwise provided in this Agreement, the courts or other appropriate authorities shall have jurisdiction, as provided in the applicable legislation of Kazakhstan, over acts done, and transactions taking place, in the Republic of Kazakhstan within the IAEA Representative Office or in connection with the IAEA LEU Bank.
4.
 - a. The IAEA and IAEA property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the IAEA has expressly waived its immunity, it being understood that no waiver of immunity shall extend to any measure of execution.
 - b. IAEA property, wherever located and by whomsoever held, shall enjoy immunity from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
5. The IAEA LEU Bank, the IAEA LEU and the IAEA Representative Office shall be inviolable. No representative of Kazakhstan or of the Facility Operator, or any other person, shall access the IAEA LEU Bank, the IAEA LEU or enter the IAEA Representative Office to perform any activities therein except with the consent of, and under conditions agreed by, the Director General. Notwithstanding the foregoing, the Director General's consent to access the IAEA LEU Bank and the IAEA LEU is not needed in respect of:
 - a. Activities performed by Kazakhstan in connection with the IAEA LEU Bank or the IAEA LEU in order to meet its regulatory inspection responsibilities in accordance with Article XIV of this Agreement;
 - b. Activities performed by the Facility Operator in connection with the IAEA LEU Bank or the IAEA LEU in order to meet its obligations under the Technical Agreement on Facility Operator Services; and
 - c. Activities performed by Kazakhstan in the event of an emergency or hazard or threat thereof requiring urgent action.

Kazakhstan shall ensure that any such access to the IAEA LEU Bank or the IAEA LEU in order to perform activities described in sub-paragraphs a. to c. of this paragraph is recorded and reported to the IAEA by the Facility Operator in the shortest time possible.
6. Kazakhstan shall permit access to the IAEA LEU Storage Facility only to perform activities described in sub-paragraphs a. to c. of paragraph 5 of this Article. Kazakhstan shall ensure that the Facility Operator keeps records on any such access and activities

and provides them to the IAEA in the shortest time possible following the IAEA's request.

7. The service of legal process, including the seizure of private property, shall not take place within the IAEA Representative Office, except with the express consent of, and under conditions approved by, the Director General.
8. The IAEA LEU Bank, the IAEA LEU Storage Facility, and the IAEA Representative Office shall only be used for the purposes of the functioning of the IAEA LEU Bank as expressly set out in this Agreement. The IAEA shall prevent the IAEA Representative Office from being used as a refuge by persons who are avoiding arrest under the legislation of Kazakhstan, who are required by Kazakhstan for extradition to another country or who are endeavouring to avoid service of legal process.
9. The archives of the IAEA shall be inviolable, wherever located.

Article V FINANCIAL FACILITIES

1. Without being restricted by financial controls, regulations or moratoria of any kind, the IAEA may freely:
 - a. Hold funds, gold or currency of any kind and operate accounts in any currency; and
 - b. Transfer its funds, gold or currency from one country to another or within any country and convert any currency held by it into any other currency.
2. The IAEA shall, in exercising its rights under paragraph 1 of this Article, pay due regard to any representations made by Kazakhstan in so far as effect can be given to such representations without prejudicing the interests of the IAEA.

Article VI FREEDOM FROM TAXES, FEES, DUTIES, PROHIBITIONS AND RESTRICTIONS

1. The IAEA and IAEA property shall be exempt from all forms of taxation, provided however that such tax exemption shall not extend to the owner or lessor of any property held by, or administered and used by, the IAEA. It is further understood that the IAEA shall not claim exemption from taxes which are in fact no more than charges for public utility services.
2. The IAEA shall not be exempt from indirect taxes which constitute part of the cost of goods purchased by, or services rendered to, the IAEA. Notwithstanding the foregoing, Kazakhstan shall reimburse the IAEA, through the IAEA Representative Office, for value added tax by the payment of lump sums, at least annually, in accordance with the procedure of reimbursement applicable to diplomatic missions accredited to Kazakhstan.

3. The IAEA is exempted from all recording fees and State duties when making transactions and executing documents connected with the functioning of the IAEA LEU Bank.
4. IAEA property imported or exported by the IAEA in connection with this Agreement shall be exempt from customs duties and fees, prohibitions and restrictions on imports and exports. Without prejudice to the foregoing, the IAEA shall provide Kazakhstan with a list of IAEA property to be imported or exported at least ninety (90) calendar days prior to any import or export of IAEA property. This information shall be provided in Russian and shall include exact naming of the goods with their codes in accordance with the Harmonized Commodity Description and Coding System (with six-digit codes). At least thirty (30) days prior to import or export of IAEA property, the IAEA shall provide Kazakhstan with information on transport means and points of entry and/or exit.
5. IAEA property imported or acquired by the IAEA under the terms set out in paragraphs 1, 2 and 4 of this Article shall not be sold, let out, or otherwise given away in the Republic of Kazakhstan, unless otherwise agreed upon by Kazakhstan.

Article VII

AVAILABILITY OF SERVICES AND FACILITIES IN CONNECTION WITH THE FUNCTIONING OF THE IAEA LEU BANK

1. The appropriate authorities shall exercise, to the extent reasonably requested by the Director General, their respective powers to ensure that the IAEA LEU Storage Facility and the IAEA Representative Office is supplied with the necessary services and that these services are supplied to the IAEA Representative Office at tariffs which shall not exceed the lowest comparable rates accorded to the State administration of Kazakhstan. Such services shall include the supply of electricity, water, sewerage, postal services, reliable continuous telephone and high-speed Internet connections, unobstructed satellite communications path, appropriate transport infrastructure, drainage, collection of refuse, fire protection, snow removal from access roads, and safety and security services, including emergency response services. The IAEA shall provide reasonable cooperation in this regard.
2. In case of any interruption or threatened interruption of any such services, the appropriate authorities shall consider the needs of the IAEA as being of equal importance with those of essential governmental agencies of Kazakhstan, and shall take steps to ensure that the work of the IAEA in connection with the IAEA LEU Bank is not prejudiced.
3. Subject to Article IV, paragraph 5, of this Agreement, the Director General shall, upon request, enable duly authorized representatives of the appropriate service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within or in connection with the IAEA Representative Office under conditions which shall not unreasonably disturb its functioning.

Article VIII
COMMUNICATIONS AND TRANSPORTATION

1. The IAEA shall enjoy, as far as may be compatible with any international conventions, regulations and arrangements to which Kazakhstan is a party, for its official communications, treatment not less favourable than that accorded by Kazakhstan to any other organization or government, including diplomatic missions of such other government, in the matter of priorities and rates for mails, cables, telegrams, radiograms, telephotos, television, telephone, Internet and other communications, and press rates for information to the press and radio.
2. The IAEA shall be entitled for its official purposes to use the railway facilities of the Republic of Kazakhstan at tariffs which shall not exceed the lowest comparable tariffs accorded to the State administration of Kazakhstan.
3. All official communications directed to the IAEA, or to any of its officials, and all outward official communications of the IAEA, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their privacy.
4. The IAEA shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

Article IX
ENTRY AND EXIT

1. Kazakhstan shall take all necessary measures to facilitate the entry into, and sojourn in, the territory of the Republic of Kazakhstan and shall place no impediment in the way of departure from the territory of the Republic of Kazakhstan of the persons listed below for the purposes of their functions under this Agreement:
 - a. Officials of the IAEA;
 - b. Officials of the United Nations or of any other organization brought into relationship with the IAEA pursuant to Article XVI.A of its Statute who have official business with the IAEA in relation to the IAEA LEU Bank; and
 - c. Experts, other than officials of the IAEA, performing missions for the IAEA LEU Bank authorized by the IAEA.
2. Visas which may be required by persons referred to in paragraph 1 of this Article shall be issued as single or, when requested by the IAEA, multiple visas covering entry and exit valid for up to one year or longer. Visas shall be granted as promptly as possible and without charge.
3. No activity performed by any person referred to in this Article in his/her official capacity with respect to the IAEA as indicated in paragraph 1 of this Article shall

constitute a reason for preventing his/her entry into or his/her departure from the territory of the Republic of Kazakhstan or for requiring him/her to leave the territory of the Republic of Kazakhstan. Except as otherwise provided in this Agreement, Kazakhstan retains full control and authority over the entry of persons referred to in paragraph 1 of this Article into the Republic of Kazakhstan and the conditions under which such persons may remain or reside there.

4. This Article shall not prevent the requirements by appropriate authorities of reasonable evidence to establish that persons claiming the rights granted by this Article come within the classes referred to in paragraph 1 of this Article, or the application of quarantine, health and hygiene regulations.
5. Except in the case of IAEA safeguards inspectors entering the Republic of Kazakhstan, notification of which shall be provided in advance of their arrival along with the foreseen period of their visits, the IAEA shall give advance notice, as promptly as possible, through diplomatic channels to Kazakhstan of the arrival in the Republic of Kazakhstan of persons referred to in paragraph 1 of this Article and the foreseen period of their visits to the Republic of Kazakhstan.

Article X PRIVILEGES AND IMMUNITIES

1. Officials of the IAEA shall enjoy within and with respect to the Republic of Kazakhstan the following privileges and immunities:
 - a. Immunity from legal process of any kind in respect of words spoken or written, and of acts performed by them in their official capacity in relation to the functioning of the IAEA LEU Bank; such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of the IAEA;
 - b. Immunity from personal arrest or detention;
 - c. Immunity from seizure of their personal and official baggage;
 - d. Immunity from inspection of official baggage and, if the official of the IAEA has the professional grade of P-5, as described in the United Nations Salary Scales recommended by the International Civil Service Commission, or above, immunity from inspection of personal baggage, unless there are serious grounds for presuming that such baggage contains articles that are not for personal or official use, or articles whose import or export is prohibited by the law or controlled by the quarantine regulations of Kazakhstan. Such inspection shall be conducted only in the presence of the official or of his authorized representative;
 - e. Inviolability of all papers, documents and other official materials;
 - f. Exemption from taxation in respect of the salaries and emoluments paid to them by the IAEA;

document shall serve to identify the function and title of the holder in relation to all appropriate authorities.

5. The IAEA shall cooperate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuses in connection with the privileges, immunities and facilities mentioned in this Article.
6. Officials of the IAEA referred to in Article IX, paragraph 1, sub-paragraph a., of this Agreement, who are nationals of the Republic of Kazakhstan, shall enjoy in the Republic of Kazakhstan only the privileges and immunities accorded by paragraph 1, sub-paragraphs a., e., and g., of this Article. Persons referred to in Article IX, paragraph 1, sub-paragraphs b. and c., of this Agreement, who are nationals of the Republic of Kazakhstan, shall enjoy in the Republic of Kazakhstan only the privileges and immunities accorded by paragraph 2, sub-paragraphs b., c. and d., of this Article.
7. An IAEA Representative who is an official of another international organization shall enjoy the privileges and immunities, in connection with his/her activities as IAEA Representative, provided to him/her in the applicable international agreement concluded between Kazakhstan and such international organization.

Article XI ABUSE OF PRIVILEGES

If Kazakhstan considers that there has been an abuse of a privilege or immunity conferred by this Agreement, consultations shall be held between the Parties to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Parties, the question as to whether an abuse of a privilege or immunity has occurred shall be settled by a procedure in accordance with Article XVIII of this Agreement. If it is found that such an abuse has occurred, Kazakhstan has the right, after notification to the IAEA, to withhold from the individual concerned the benefits of the privilege or immunity so abused. However, the withholding of privileges or immunities must not interfere with the IAEA's principal activities or prevent the IAEA from performing its principal functions.

Article XII LAISSEZ-PASSER

Kazakhstan shall recognize and accept as a valid travel document the United Nations laissez-passer issued to officials of the IAEA, to officials of the United Nations and to officials of other organizations, as defined in Article IX, paragraph 1, sub-paragraphs a. and b., of this Agreement.

Article XIII

PROTECTION OF THE IAEA LEU BANK, THE IAEA LEU STORAGE FACILITY AND THE IAEA REPRESENTATIVE OFFICE

1. The appropriate authorities shall exercise due diligence to ensure that the tranquillity and security of the IAEA LEU Bank, the IAEA LEU Storage Facility and the IAEA Representative Office are not disturbed by any person or group of persons attempting unauthorized access to the IAEA LEU Bank or entry into the IAEA LEU Storage Facility and the IAEA Representative Office or creating disturbances in their immediate vicinity, and shall provide at the boundaries and in the vicinity of the IAEA LEU Storage Facility and the IAEA Representative Office such police and/or other protection as may be required for this purpose.
2. If so requested by the Director General, the appropriate authorities shall provide a sufficient number of police and/or other protection for the preservation of law and order at the boundaries and in the vicinity of the IAEA LEU Storage Facility and the IAEA Representative Office.

Article XIV

SAFETY, SECURITY AND SAFEGUARDS

1. The IAEA LEU Bank and the IAEA LEU Storage Facility shall be under the responsibility of the appropriate authorities for safety, security and safeguards.
2. Kazakhstan shall have in place an adequate governmental, legal and regulatory framework, for the period during which the Agreement is in force, for nuclear safety and security. Kazakhstan shall ensure that applicable provisions of IAEA Safety Fundamentals and Safety Requirements, as well as IAEA Nuclear Security Fundamentals and Recommendations, as amended or superseded from time to time, are applied to the IAEA LEU Bank, the IAEA LEU Storage Facility and the IAEA LEU, through amendments to the legislation of Kazakhstan where necessary. Kazakhstan shall also ensure that applicable provisions of IAEA Safety Guides and IAEA Nuclear Security Implementing Guides and Technical Guidance, as amended or superseded from time to time, or equivalent measures, are applied to the IAEA LEU Bank, the IAEA LEU Storage Facility and the IAEA LEU, through amendments to the legislation of Kazakhstan where necessary. The IAEA shall have the right to carry out safety and security review missions, in consultation with Kazakhstan, in order to confirm the application of applicable provisions of the aforementioned standards and documents.
3. The safeguards rights and responsibilities of the IAEA provided for in Article XII.A of its Statute are applicable to the IAEA LEU Bank, the IAEA LEU Storage Facility and the IAEA LEU and shall be implemented and maintained. The IAEA LEU Bank, the IAEA LEU Storage Facility and the IAEA LEU shall be subject to IAEA safeguards pursuant to the Safeguards Agreement and the Additional Protocol. The IAEA LEU Storage Facility shall, for the purpose of application of IAEA safeguards, be established by Kazakhstan as a facility separate from the facilities located at the Facility Operator's site.

4. The IAEA shall be entitled to install equipment as is necessary to enable the IAEA to be satisfied that the IAEA LEU Bank and the IAEA LEU Storage Facility are, at all times, safeguarded against natural and other hazards, unauthorized removal or diversion, damage or destruction, including sabotage, and forcible seizure. Kazakhstan shall facilitate the installation, operation and maintenance of the equipment. By installing the foregoing equipment, the IAEA does not assume any responsibility for nuclear security.
5. The Parties agree that the IAEA LEU will not be located within the IAEA LEU Storage Facility until such time as the IAEA is satisfied that the IAEA LEU Bank can be established.

Article XV

EMERGENCY PREPAREDNESS AND RESPONSE

1. Prior to the functioning of the IAEA LEU Bank, Kazakhstan shall ensure the implementation, periodic review and update of appropriate on-site and off-site emergency response plans for dealing with the consequences of nuclear and radiological incidents and emergencies in or affecting the Facility Operator's site, the IAEA LEU Storage Facility and the IAEA LEU Bank. The emergency response plans shall also cover associated activities to these facilities such as transport of the IAEA LEU. The emergency response plans shall be commensurate with the potential magnitude and nature of the hazards associated to the Facility Operator's site, the IAEA LEU Storage Facility and the IAEA LEU Bank and shall include relevant links with arrangements to respond to conventional emergencies.
2. Kazakhstan shall ensure that the Facility Operator immediately notifies the appropriate authorities and the IAEA without delay of incidents and emergencies that may involve radiation, chemical or other danger that either originate from the IAEA LEU Bank, or, while not originating from the IAEA LEU Bank, could adversely affect the safety and security of the IAEA LEU Bank. Notwithstanding the foregoing, Kazakhstan shall notify the IAEA without delay of any incidents or emergencies described herein.

Article XVI

LIABILITY AND INDEMNIFICATION

1. All questions concerning civil liability for nuclear damage shall be governed by the Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage (hereinafter referred to as the "Protocol"), to which the Republic of Kazakhstan is a party, on the understanding that, for the purpose of the Protocol, the Republic of Kazakhstan shall be the installation state in relation to the IAEA LEU Storage Facility, and the Facility Operator shall be the operator of the IAEA LEU Storage Facility.
2. In case of denunciation of the Protocol, the Republic of Kazakhstan shall continue to apply the provisions of the Protocol, in connection with civil liability for nuclear damage arising out of this Agreement, as if it was still a party thereto.

3. Subject to paragraph 1 of this Article, Kazakhstan shall be responsible for liability arising out of this Agreement due to the acts or omissions of Kazakhstan, its officials or its entities, including the Facility Operator, and shall bear all related costs. Except in the case of civil liability for nuclear damage, Kazakhstan shall not be responsible for liability arising out of the acts or omissions of the IAEA or the persons referred to in Article IX, paragraph 1, of this Agreement. Kazakhstan shall ensure the maintenance of adequate third party liability insurance to cover liability, other than civil liability for nuclear damage, arising out of this Agreement. Such insurance policy shall name the IAEA as additional insured and include a waiver of subrogation of the insurance carrier's rights against the IAEA.
4. Subject to paragraph 1 of this Article, Kazakhstan shall indemnify, hold and save harmless, and defend, at its own expense, the IAEA and the persons referred to in Article IX, paragraph 1, of this Agreement from and against all suits, claims, demands and liability of any nature or kind including their costs, arising out of the acts or omissions of Kazakhstan, its officials or its entities, including the Facility Operator. The responsibility of Kazakhstan under this paragraph shall not be limited by or subject to any terms of existing insurance.
5. Subject to paragraph 3 of this Article, except in the case of civil liability for nuclear damage, the IAEA shall be responsible for liability arising out of the acts or omissions of the IAEA and the persons referred to in Article IX, paragraph 1, of this Agreement, arising out of this Agreement, and shall bear all related costs. The IAEA shall ensure the maintenance of adequate third party liability insurance to cover liability arising out of this Agreement.
6. Kazakhstan shall not incur by reason of the location of the IAEA LEU Bank within the territory of the Republic of Kazakhstan any international responsibility for acts or omissions of the IAEA or the persons referred to in Article IX, paragraph 1, of this Agreement, acting or abstaining from acting within the scope of their functions, other than the international obligations which the Republic of Kazakhstan would incur as a Member State of the IAEA.

Article XVII GENERAL PROVISIONS

1. Any proposed change to the Facility Operator's site and/or the Facility Operator, including to its organizational structure or resources, which may affect the IAEA LEU Bank, as well as the relocation of the IAEA LEU Bank to another site within the Republic of Kazakhstan pursuant to Article II, paragraph 6, of this Agreement, shall be subject to the mutual consent of the Parties prior to implementation and provided that all technical and legal requirements, contained in this Agreement, and any technical agreement relating to the IAEA LEU Bank pursuant to paragraph 4 of this Article, are met, or otherwise met through an amendment of this Agreement in accordance with Article XIX, paragraph 2, of this Agreement, or an amendment of any technical agreement.

2. Kazakhstan shall at all times make all necessary arrangements, including the licence referred to in Article II, paragraph 3, of this Agreement, for ensuring the continuous fulfilment of all of its obligations arising pursuant to this Agreement. In the event that the Facility Operator ceases to exist or is not in a position to fulfil its obligations under the Technical Agreement on Facility Operator Services, Kazakhstan shall ensure that all obligations of the Facility Operator are met as provided in the Technical Agreement on Facility Operator Services.
3. Kazakhstan shall promptly notify the IAEA of any regulatory requirements and/or legislation of Kazakhstan, including modifications thereof, and changes in the terms and conditions of the licence referred to in Article II, paragraph 3, of this Agreement, and any other relevant licences which may affect IAEA LEU in the territory of the Republic of Kazakhstan or the IAEA LEU Bank.
4. The IAEA and appropriate authorities and/or entities of Kazakhstan may enter into such other technical agreements in the implementation of this Agreement relating to the IAEA LEU Bank as may be necessary.

Article XVIII SETTLEMENT OF DISPUTES

Any dispute between the Parties concerning the interpretation or application of this Agreement, which is not settled by negotiation or other agreed mode of settlement shall be referred for final decision to a tribunal of three arbitrators: one to be chosen by the Director General, one to be chosen by Kazakhstan, and the third, who shall be the chairman of the tribunal, to be chosen by the first two arbitrators. Should either Party not have chosen its arbitrator within six (6) months following the appointment by the other Party of its arbitrator or should the first two arbitrators fail to agree upon the third within six (6) months following the appointment of the first two arbitrators, such second or third arbitrator shall be chosen by the President of the International Court of Justice at the request of the IAEA or of Kazakhstan.

Article XIX OPERATION OF THIS AGREEMENT

1. This Agreement shall enter into force on the date of the receipt through diplomatic channels of the last written notification of the fulfilment by the Parties of the procedures necessary for its entry into force.
2. Amendments to this Agreement may be made by mutual consent of the Parties. Such amendments shall be formulated in separate protocols, which shall be integral parts of this Agreement and shall enter into force in the manner provided for in paragraph 1 of this Article.
3. This Agreement shall remain in force for ten (10) years and shall be automatically renewed for subsequent ten-year periods, unless either Party, not later than one (1) year before the expiration of the relevant ten-year period, notifies in writing through

diplomatic channels the other Party of its intention not to extend the operation of this Agreement.

4. Notwithstanding paragraph 3 of this Article, this Agreement shall cease to be in force:
 - a. By mutual consent of the Parties executed in writing;
 - b. After the expiration of one (1) year from the date of the receipt of written notification by the notifying Party that it intends to terminate this Agreement due to a material breach of this Agreement by the other Party. Any dispute arising out of termination of this Agreement in accordance with this sub-paragraph shall be resolved pursuant to Article XVIII of this Agreement.
5. Notwithstanding paragraphs 3 and 4 of this Article, the obligations of the Parties under Articles XVI and XVIII of this Agreement shall continue to apply during the periods specified in Article 8 of the Protocol, unless otherwise expressly agreed by the Parties in writing. Furthermore, those provisions of the Agreement as may be applicable in connection with the termination of activities under this Agreement shall continue to be in force. The Parties shall cooperate to ensure the termination of activities is completed in the shortest time possible.

IN WITNESS WHEREOF the respective representatives of the Parties, duly authorized thereto, have signed this Agreement.

DONE at Astana, this 27th day of August two thousand fifteen, in duplicate, each in the English, Russian and Kazakh languages, all texts being equally authentic. In case of divergence, the Parties shall refer to the English text.

FOR THE INTERNATIONAL
ATOMIC ENERGY AGENCY

(signed)

Yukiya Amano

Director General

FOR THE GOVERNMENT OF
THE REPUBLIC OF KAZAKHSTAN

(signed)

Yerlan Idrissov

Minister of Foreign Affairs