

Signed at Seoul October 31, 1994
Entered into force February 11, 1995

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA FOR COOPERATION IN THE
PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the Republic of Korea and the Government of the People ' s
Republic of China (hereinafter referred to as "the Parties"),

Desiring to continue and expand their existing friendly relations;

Considering the importance they attach to the peaceful uses of nuclear energy;

Confirming their intention to enlarge and strengthen cooperation on bilateral
level as well as in the framework of the International Atomic Energy Agency
(hereinafter referred to as "the Agency");

Considering that both countries are members of the Agency;

Considering that both countries are parties to the Treaty on the
Non-Proliferation of Nuclear Weapons (hereinafter referred to as "the NPT"), done
at London, Moscow
and Washington on July 1, 1968;

Emphasizing their commitment to exclusively peaceful uses in the cooperation
between the Parties in the field of nuclear energy;

Have agreed as follows:

Article I

The Parties shall, on the basis of equality and mutual benefit, develop their
cooperation in the peaceful uses of nuclear energy, in accordance with applicable
laws and regulations in force respectively in the two countries, and in compliance
with each Party ' s international obligations and commitments.

Article II

Subject to this Agreement, the areas of cooperation between the Parties may
include:

- (a) Basic and applied research and development with respect to the peaceful
uses of nuclear energy;
- (b) Research, design, construction, operation and maintenance of nuclear
power plants and research reactors;

- (c) Manufacture and supply of nuclear fuel elements to be used in nuclear power plants and research reactors;
- (d) Management, storage and disposal of low and medium level radioactive wastes;
- (e) Production and application of radioactive isotopes in industry, agriculture and medicine;
- (f) Nuclear safety, radiation protection, environment protection;
- (g) Nuclear material control and physical protection;
- (h) Other cooperation areas as may be agreed upon by the Parties.

Article III

The cooperation stipulated under Article II of this Agreement may be undertaken in the following forms:

- (a) Exchange and training of scientific and technical personnel;
- (b) Exchange of scientific and technical information and data;
- (c) Organization of symposia and seminars;
- (d) Supply of source material, low level enriched uranium, material, equipment and facilities;
- (e) Provision of relevant technical consultancy and services;
- (f) Joint research on subjects of mutual interest;
- (g) Setting up of joint working groups to carry out specific studies and projects on scientific research and development;
- (h) Other forms of cooperation as may be agreed upon by the Parties.

Article IV

1. With a view to facilitating cooperation under this Agreement, the Parties shall encourage, where appropriate, the conclusion of implementing arrangements between the Parties or authorized entities under their respective jurisdictions specifying the terms and conditions of particular cooperative programs and projects, the procedures to be followed, financial agreements and other appropriate matters. Such implementing arrangements shall be concluded in accordance with the respective laws and regulations of the Parties.

2. For the purpose of this Agreement, "entity" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency or government corporation, but does not include the Parties to this Agreement.

Article V

1. The transmission of information may be governed by specific arrangements referred to in Article IV. This transmission should be governed by the following principles:

- (a) When entities of one Party have not notified in writing before or during the

exchange that the transfer of such information is precluded or restricted, the entities of the other Party may transmit the information received to other entities in its territory.

(b) When entities of one Party have notified in writing before or during the exchange that the transfer of such information is precluded or restricted, the entities of the other Party shall ensure that the information exchanged or the information resulting from joint research or development is not made public or transmitted to third parties who are not authorized to receive it in accordance with this Agreement without the preceding written consent of the entities of the first-mentioned Party in this paragraph.

2. The Parties shall urge the partners in cooperation to inform each other about the extent of reliability and applicability of the information exchanged. The fact that the Parties may be involved in the transmission of information in accordance with this Agreement shall not constitute any ground for liability on the part of each Party in respect of correctness or applicability of the information.

Article VI

1. The cooperation pursuant to this Agreement shall be carried out only for peaceful purposes.

2. Nuclear material, material, equipment, technology and facilities received pursuant to this Agreement and special fissionable material recovered or produced as a by-product shall not be used for the development or the manufacture of any nuclear explosive devices or for any military purpose.

3. In order to ensure compliance with the provisions of paragraph 2 of this Article, the Parties shall, according to their respective different circumstances, request the Agency to apply safeguards within their respective jurisdictions with respect to nuclear material, material, equipment, technology and facilities received pursuant to this Agreement and special fissionable material recovered or produced as a by-product.

4. The definitions of "nuclear material", "material", "equipment", "technology", "facility" and "special fissionable material recovered or produced as a by-product" are specified in Annexes A and B of this Agreement.

Article VII

1. The Parties shall take all appropriate precautions to ensure that the items referred to in Article VI of this Agreement shall, within their respective jurisdictions, only be held by entities which are duly authorized to hold these items.

2. The Parties shall take, in their respective territories, such measures as are necessary to ensure the security of nuclear material, material, equipment, technology, facilities and special fissionable material recovered or produced as a

by-product subject to this Agreement.

3. As far as nuclear material is concerned, the Parties shall apply the level of physical protection set out in the "recommendations of the Agency" specified in Annex A (g).

Article VIII

1. Items mentioned in Article VI of this Agreement shall be transferred to a third country only after prior consultation and by mutual agreement between the Parties.

2. In the event of any such transfer, the Parties shall ensure that the third country complies at least with the following conditions:

- (a) Exclusively peaceful and non-explosive use;
- (b) Application of safeguards of the Agency to the items transferred;
- (c) No transfer to other countries without the preceding consent of the Parties to this Agreement;
- (d) Provision of appropriate physical protection provided in Article VII of this Agreement.

Article IX

Representatives of the Parties shall meet and consult with each other, at the request of either Party, to review the operation of this Agreement or to consider matters arising from its implementation.

Article X

The Parties shall consult each other on matters arising from the implementation of this Agreement, and take appropriate measures to ensure compliance with this Agreement, in particular, the provisions of Articles V, VI, VII, or VIII thereof. The Agency may be invited to participate in such consultations by agreement between the Parties.

Article XI

The obligations of the Parties under any international treaties to which either is a party shall remain unaffected. The Parties, however, should seek to prevent such obligations from interfering with the normal implementation of this Agreement.

Article XII

This Agreement shall enter into force thirty days after the exchange of the diplomatic notes confirming the completion of its internal legal procedures

necessary for entry into force of this Agreement in the respective countries. This Agreement shall remain in force for a period of 30 years, and shall be extended automatically for five-year periods thereafter unless either Party notifies the other Party in writing to terminate this Agreement at least 6 months before the expiration date.

Article XIII

This Agreement may be amended at any time with the written consent of the Parties. Any such amendment shall enter into force in accordance with the procedures stipulated in Article XII of this Agreement.

Article XIV

Notwithstanding the termination of this Agreement, the arrangements mentioned in Article IV of this Agreement shall remain in force as long as notice of their termination has not been given by either Party. In any case the provisions of Articles V, VI, VII, VIII, X and XI shall continue to be applied to nuclear material, material, equipment, technology and facilities subject to this Agreement.

Article XV

The Annexes A and B mentioned in Article VI are an integral part of this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Seoul this 31st day of October 1994, in duplicate, in the Korean, Chinese and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA
/Sgd./ /Sgd./
Han Sung-joo

FOR THE GOVERNMENT OF THE
PEOPLE ' S REPUBLIC OF CHINA

ANNEX A DEFINITIONS

- (a) "Nuclear material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the Agency. Any determination by the Board of Governors of the Agency under Article XX of the Agency ' s Statute, which amends the list of materials considered to be "source material" or "special fissionable material" shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept such amendments;
- (b) "Mterial" means the non-nuclear material for reactors, including the items in Part B of Annex B;
- (c) "Equipment" means the items of machinery, plant, instru- mentation, or major components thereof, including the items in Part A of Annex B;
- (d) "Technology" means technical data in physical form including technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals designated by the supplying Party after consultations with the recipient Party prior to the transfer as important for the design, construction, operation and maintenance of facilities for peaceful uses of nuclear energy, or major critical components thereof, but excluding data available to the public, for example: in published books and periodicals, or that which has been made available internationally without restrictions upon its further dissemination;
- (e) "Facility" means any plant, building or structure using, incorporating or containing nuclear material, material, equipment and special fissionable material recovered or produced as a by-product in paragraphs (a), (b), (c) and (f) of this Annex A.
- (f) "Special fissionable material recovered or produced as a by-product" means special fissionable material derived by one or more processes from the use of any nuclear material, material, equipment or facilities supplied pursuant br> to this Agreement.
- (g) "Recommendations of the Agency" in relation to physical protection means the recommendations of document INFCIRC/ 225/Rev.3 entitled "The Physical Protection of Nuclear Material" as may be modified or any subsequent document replacing it. Modifications of the recommendations for physical protection shall only have effect under the Agreement when both Parties have informed each other in writing that they accept such modifications.

ANNEX B Part A

1. Reactors:

Nuclear reactors capable of operation so as to maintain a controlled self-sustaining fission chain reaction, excluding zero energy reactors, the latter being defined as reactors with a designed maximum rate of production of plutonium, not exceeding 100 grams per year.

2. Reactor pressure vessels:

Metal vessels, as complete units or as major shop-fabricated parts therefore, which are especially designed or prepared to contain the core of a nuclear reactor as defined in paragraph 1 above and are capable of withstanding the operating pressure of the primary coolant.

3. Reactor fuel charging and discharging machines:

Manipulative equipment especially designed or prepared for inserting or removing fuel in a nuclear reactor as defined in paragraph 1 above capable of on-load operation or employing technically sophisticated positioning or alignment features to allow complex off-load fuelling operations such as those in which direct viewing of or access to the fuel is not normally available.

4. Reactor control rods:

Rods especially designed or prepared for the control of the reaction rate in a nuclear reactor as defined in paragraph 1 above.

5. Reactor pressure tubes:

Tubes which are especially designed or prepared to contain fuel elements and the primary coolant in a reactor as defined in paragraph 1 above at an operating pressure in excess of 50 atmospheres.

6. Zirconium tubes:

Zirconium metal and alloys in the form of tubes or assemblies of tubes, and in quantity exceeding 500 kg per year, especially designed or prepared for use in a reactor as defined in paragraph 1 above, and in which the relationship of hafnium to zirconium is less than 1:500 parts by weight.

7. Primary coolant pumps:

Pumps especially designed or prepared for circulating primary coolant for nuclear reactors as defined in paragraph 1 above.

8. Plants for the fabrication of fuel elements.

Part B

9. Deuterium and heavy water:

Deuterium and any deuterium compound in which the ratio of Deuterium to hydrogen exceeds 1:5,000 for use in a nuclear reactor as defined in paragraph 1 above, and in quantities exceeding 200kg of Deuterium atoms in any period of 12

months.

10. Nuclear grade graphite:

Graphite having a purity level better than 5 parts per million boron equivalent and with a density greater than 1.50 grams per cubic centimeter, and in quantities exceeding 30 metric tons in any period of 12 months.