

No. 53276*

**Republic of Korea
and
Chile**

Agreement between the Government of the Republic of Korea and the Government of the Republic of Chile for cooperation in the peaceful uses of nuclear energy (with annexes). Seoul, 12 November 2002

Entry into force: *3 September 2006, in accordance with article XVI*

Authentic texts: *English, Korean and Spanish*

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**République de Corée
et
Chili**

Accord de coopération entre le Gouvernement de la République de Corée et le Gouvernement de la République du Chili concernant l'utilisation de l'énergie nucléaire à des fins pacifiques (avec annexes). Séoul, 12 novembre 2002

Entrée en vigueur : *3 septembre 2006, conformément à l'article XVI*

Textes authentiques : *anglais, coréen et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *République de Corée, 1^{er} décembre 2015*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA
AND
THE GOVERNMENT OF THE REPUBLIC OF CHILE
FOR COOPERATION IN THE PEACEFUL USES OF
NUCLEAR ENERGY**

The Government of the Republic of Korea and the Government of the Republic of Chile (hereinafter referred to as "the Parties"),

Noting that the utilization of nuclear energy for peaceful purposes is an important factor for the promotion of the social and economic development of the two countries;

Desiring to strengthen friendly relations existing between both countries;

Recognizing that both countries are member states of the International Atomic Energy Agency (hereinafter referred to as "the IAEA") and non-nuclear weapon states parties to the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as "the Treaty"); and

Bearing in mind the common desire of both countries to expand and strengthen cooperation in the development and application of nuclear energy for peaceful purposes,

Have agreed as follows:

ARTICLE I

Purposes

The Parties shall, on the basis of equality and mutual benefit, encourage and promote cooperation in the peaceful uses of nuclear energy, in accordance with their respective applicable laws and regulations.

ARTICLE II

Definitions

For the purposes of this Agreement:

/ (a) "Equipment"

- (a) "Equipment" means any of the equipment listed in Annex A to this Agreement;
- (b) "Material" means any of the material listed in Annex B to this Agreement;
- (c) "Nuclear material" means any source material or any special fissionable material as these terms are defined in Article XX of the Statute of the IAEA. Any determination by the Board of Governors of the IAEA on Article XX of the IAEA'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 an amendment;
- (d) "Special fissionable material recovered or produced as by-product" means special fissionable material derived by one or more processes from the use of any nuclear material, material, equipment or information transferred pursuant to this Agreement;
- (e) "Persons" means any individual, corporation, partnership, firm or company, association, trust, public or private institute, group, governmental agency or corporation, but does not include the Parties to this Agreement; and
- (f) "Information" means scientific or technical data that the supplying Party has designated as being relevant in terms of non-proliferation and important for the design, production, operation or maintenance of equipment or for the processing of nuclear material or material; and includes, but is not limited to, technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals but excludes data available to the public; and that the supplying Party has requested the receiving Party to regard as information for the purposes of this Agreement.

ARTICLE III

Areas of Cooperation

/ Subject to

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, development, design, construction, operation and maintenance of nuclear power plants, research reactors or small and medium-sized reactors;
- (c) manufacture and supply of nuclear fuel elements to be used in nuclear power plants, research reactors or small and medium-sized reactors;
- (d) nuclear fuel cycle including radioactive waste management;
- (e) production and application of radioactive isotopes in industry, agriculture and medicine;
- (f) nuclear safety, radiation protection, and environmental protection;
- (g) nuclear safeguards and physical protection;
- (h) nuclear policy and manpower development; and
- (i) other areas as may be agreed upon by the Parties.

ARTICLE IV

Forms of Cooperation

Cooperation under Article III of this Agreement may take the following forms:

- (a) exchange and training of scientific and technical personnel;
- (b) exchange of scientific and technological information and data;
- (c) organization of symposia, seminars and working groups;
- (d) transfer of nuclear material, material, equipment and technology;
- (e) provision of relevant technological consultancy and services;
- (f) joint research or projects on subjects of mutual interest; and
- (g) other forms as may be agreed upon by the Parties.

/ ARTICLE V

ARTICLE V
Implementing Arrangements

1. With a view to facilitating cooperation under this Agreement, the Parties may conclude Implementing Arrangements in accordance with their respective laws and regulations.

2. The Parties shall designate institutions or persons under their respective jurisdictions as executors of the Implementing Arrangements and shall specify the terms and conditions of particular cooperative programs and projects, the procedures to be followed, financial agreements and other appropriate matters in accordance with their respective laws and regulations.

ARTICLE VI
Joint Committee

With a view to coordinating the cooperation activities foreseen under this Agreement, the Parties shall establish a Joint Committee. The Joint Committee shall be composed of representative designated by the two Parties, and may meet on mutually convenient dates.

ARTICLE VII
Information

1. The Parties shall freely use any information exchanged in conformity with the provisions of this Agreement, except in the cases where the Party or authorized persons providing such information have previously made known the restrictions and reservations concerning its use and dissemination.

/ 2. The

2. The Parties shall take all appropriate measures in accordance with their respective laws and regulations to preserve the restrictions and reservations of information and to protect intellectual property rights including commercial and industrial secrets transferred between authorized persons within the jurisdiction of either Party. For the purpose of this Agreement, intellectual property is understood to have the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

ARTICLE VIII

Transfers

1. Transfer of information, nuclear material, material, equipment and technology under this Agreement may be undertaken directly between the Parties or through authorized persons. Such transfer shall be subject to this Agreement and to such additional terms and conditions as may be agreed to by the Parties.

2. Nuclear material, material, equipment and information transferred pursuant to this Agreement and special fissionable material recovered or produced as a by-product shall not be transferred beyond the jurisdiction of the receiving Party to a third Party unless the Parties so agree in writing. An arrangement to facilitate the implementation of this provision may be established by the Parties.

ARTICLE IX

Reprocessing and Enrichment

1. Uranium transferred pursuant to this Agreement or used in any equipment so transferred shall not be enriched to twenty (20) percent or more in the isotope U-235 unless the Parties so agree in writing.

/ 2. Nuclear

2. Nuclear material transferred pursuant to this Agreement and nuclear material produced through the use of nuclear material, material or equipment so transferred shall not be reprocessed unless the Parties so agree in writing.

ARTICLE X

Prohibition of Explosive or Military Applications

Nuclear material, material, equipment and information transferred 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 nuclear weapons or any nuclear explosive device, or for any military purpose.

ARTICLE XI

Safeguards

1. With respect to nuclear material, the commitment contained in Article IX of this Agreement shall be verified pursuant to the safeguards agreement between either Party and the IAEA; in the case of the Republic of Korea, pursuant to the Agreement between the Government of the Republic of Korea and the IAEA for the Application of Safeguards in connection with the Treaty (IAEA document INFCIRC/236), and in the case of the Republic of Chile, pursuant to the Agreement between the Government of the Republic of Chile and the IAEA for the Application of Safeguards in connection with the Treaty (IAEA document INFCIRC/476/Mod.1).

2. If, for any reason or at any time, the IAEA is not administering such safeguards within the jurisdiction of a Party, that Party shall forthwith enter into an agreement with the other Party which conforms to the IAEA safeguards principles and procedures for the application of safeguards to all items transferred pursuant to this Agreement.

/ ARTICLE XII

ARTICLE XII
Physical Protection

The Parties shall take appropriate measures in order to provide the nuclear material and equipment transferred under this Agreement with physical protection at a level not lower than the level set out in the IAEA document INFCIRC/225/Rev.3 as well as in any subsequent amendments thereto accepted by the Parties.

ARTICLE XIII
Duration of Application

1. Nuclear material, material, equipment and special fissionable material recovered or produced as a by-product shall remain subject to this Agreement until:

- (a) such items have been transferred beyond the jurisdiction of the receiving Party in accordance with the provisions of Article VIII of this Agreement;
- (b) in the case of nuclear material and special fissionable material recovered or produced as a by-product, a determination is made that it is no longer usable nor practicably recoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of safeguards referred to in Article XI of this Agreement. Both Parties shall accept a determination made by the IAEA in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement to which the IAEA is a party; or
- (c) otherwise agreed upon between the Parties.

2. Information transferred under this Agreement shall remain subject to it until otherwise agreed upon by the Parties.

/ ARTICLE XIV

ARTICLE XIV
Cessation of Cooperation

If either Party at any time following the entry into force of this Agreement:

(a) does not comply with the provisions of Articles VIII, IX, X, XI or XII;
or

(b) terminates or substantially violates a safeguards agreement with the IAEA which is referred to in paragraph 1 of Article XI;

the other Party shall have the right to terminate further cooperation under this Agreement and to suspend or terminate this Agreement.

ARTICLE XV
Settlement of Disputes

1. The Parties shall meet from time to time 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.

2. Any dispute arising out of the interpretation or application of this Agreement shall be settled amicably by negotiation or consultations between the Parties.

ARTICLE XVI
Entry into Force and Duration

1. This Agreement shall enter into force sixty (60) days after the date of last Note through which one Party informs the other, through diplomatic channels, of the fulfillment of all necessary legal requirements for its entry into force.

/ 2. This

2. This Agreement shall remain in force for a period of ten (10) years, and shall be automatically extended for additional periods of five (5) years, unless either Party notifies the other Party in writing of its intention to terminate this Agreement at least six (6) months prior to its expiry.

3. This Agreement may be amended at any time with the written consent of both Parties. Any such amendment shall enter into force in accordance with the procedures stipulated in paragraph 1 of this Article.

4. Notwithstanding the termination of this Agreement, the obligations contained in Articles VII, VIII, IX, X and XI of this Agreement shall remain in force until otherwise agreed upon by the Parties.

ARTICLE XVII

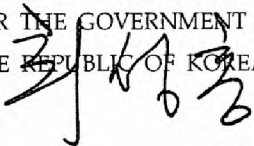
Annexes

Annexes A and B form an integral part of this Agreement. They may be amended by the written consent of both Parties. Such amendments shall enter into force in accordance with paragraph 1 of Article XVI.

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

Done at Seoul this *12th* day of November 2002, in duplicate, in the Korean, Spanish 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



FOR THE GOVERNMENT OF
THE REPUBLIC OF CHILE



ANNEX A
Equipment

(1) 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 100grams 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 quantities exceeding 500kg 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

(7) Primary coolant pumps: Pumps especially designed or prepared for circulating the primary coolant for nuclear reactors as defined in paragraph 1 above.

(8) Plants for the reprocessing of irradiated fuel elements, and equipment especially designed or prepared therefor: Plant for the reprocessing of irradiated fuel elements includes the equipment and components which normally come in direct contact with and directly control the irradiated fuel and the major nuclear material and fission product processing streams.

(9) Plants for the fabrication of fuel elements: Plant for the fabrication of fuel elements includes the equipment which normally comes into direct contact with, or directly processes, or controls, the production flow of nuclear material, or the equipment which seals the nuclear material within the cladding.

(10) Equipment, other than analytical instruments, especially designed or prepared for the separation of isotopes of uranium: Equipment, other than analytical instruments, especially designed or prepared for the separation of isotopes of uranium includes each of the major items of equipment especially designed or prepared for the separation process.

(11) Plants for the production of heavy water: Plant for the production of heavy water includes the plant and equipment especially designed for the enrichment of deuterium or its compounds, as well as any significant fraction of the items essential to the operation of the plant.

/ ANNEX B

ANNEX B

Material

(1) Deuterium and heavy water: Deuterium and any deuterium compound in which the ratio of deuterium to hydrogen exceeds 1:5000 for use in a nuclear reactor, as defined in paragraph 1 of Annex A, in quantities exceeding 200kg of deuterium atoms in any period of 12 months.

(2) 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 centimetre in quantities exceeding 30 metric tons in any period of 12 months.