

대한민국 정부와 터키공화국 정부간의 원자력의 평화적 이용에 관한 협력
협정

(Agreement between the Government of the Republic of Korea and the
Government of the Republic of Turkey for Cooperation in the Peaceful
Uses of Nuclear Energy)

[발효일 1999.6.4] [터키, 제1487호, 1999.6.7]

ARTICLE I For the purpose of this Agreement:

- (a) "Person" means any individual, corporation, partnership, firm, association, trust, public or private institution, group, governmental agency or corporation, but does not include the Parties to this Agreement;
- (b) "Equipment" means items of machinery, plant or instrument or major components thereof, which are specially designed or manufactured for use in nuclear activities;
- (c) "Material" means material for reactors, but does not include nuclear material;
- (d) "Nuclear material" means (i) "source material", namely, uranium containing the mixture of isotopes occurring in nature; uranium depleted in the form of metal, alloy, chemical compound, or concentrate; any other substance containing one or more of the foregoing in such concentration as may be accepted in writing by the Parties; and (ii) "special fissionable material", namely, plutonium-239; uranium-233; uranium-235; uranium enriched in the isotopes 233 or 235; any substance containing one or more of the foregoing; and such other substance as may be accepted in writing by the Parties. The term "special fissionable material" shall not include "source material";
- (e) "Facilities" means all buildings or structures, specially designed or built for use in nuclear activities;
- (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 to this Agreement; and
- (g) "Information" means (i) 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 and facilities or for the processing of nuclear material or material; (ii) 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; (iii) any other data which the supplying Party has specifically informed the receiving Party to regard as "information" for the purposes of this Agreement.

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) Utilization of research reactors and particle accelerators;
- (d) Exploration and ore processing of nuclear material and handling, transportation, manufacture and supply of nuclear fuel elements to be used in nuclear power plants and research reactors;
- (e) Production and application of radioactive isotopes in industry, agriculture and medicine, and biotechnology;
- (f) Nuclear safety, radiation protection, environment protection, radioactive waste management;
- (g) Nuclear safeguards and physical protection; and
- (h) Other cooperation areas as may be agreed upon by the Parties.

ARTICLE III The cooperation 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 scientific and technical meetings;
- (d) Supply and exchange of nuclear material, material, equipment and facilities;
- (e) Provision of relevant technological consultancy and services;
- (f) Setting up of joint working groups to carry out specific studies and projects on scientific research and development in the fields of mutual interest;
- (g) Technology transfer under special agreements between related institutions in nuclear power and research reactors, and nuclear fuel technology; and
- (h) Other forms of cooperation as may be agreed upon by the Parties.

ARTICLE IV The Parties shall facilitate, in conformity with their respective laws and regulations, the transfer of nuclear materials, technologies, equipment and services necessary for carrying out cooperative activities in the peaceful uses of nuclear energy under this Agreement.

ARTICLE V With a view to facilitating cooperation under this Agreement, the Parties shall

encourage, where appropriate, the conclusion of implementing arrangements between either Party, or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party 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.

- ARTICLE VI** 1. The cooperation pursuant to this Agreement shall be carried out only for peaceful purposes.
2. Nuclear material, material, equipment 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 device, or for any military purpose.
3. The commitment contained in paragraph 2 of this Article shall be verified pursuant to the Safeguards Agreements between each Party and the Agency, in connection with the Treaty on the Non-Proliferation of Nuclear Weapons. However, if for any reason or at any time, the Agency is not administering such safeguards within the territory of a Party, that Party shall forthwith enter into an agreement with the other Party for the establishment of a safeguards system that conforms with the principles and procedures of the Agency's safeguards system and provides for the application of safeguards to items referred in paragraph 2 of Article VI above subject to this Agreement.

- ARTICLE VII** 1. The Parties shall freely use information exchanged in connection with the items stated in paragraph 2 of Article VI of this Agreement, except in the cases when the Party or authorized persons providing such information has previously made known the restrictions and reservations concerning its use and dissemination.
2. Each Party shall require its authorized persons under its jurisdiction, which enters into an implementing arrangement under Article V above, to include in that implementing arrangement a provision ensuring that any information and intellectual property rights transferred under such implementing arrangement shall not be used by the receiving Party except for the purposes envisaged in that implementing arrangement without the consent of the supplying Party concerned.
3. 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** 1. Nuclear material, material, equipment, facilities 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 without the prior written consent of the supplying Party.

2. Nuclear material subject to this Agreement shall be enriched to more than twenty(20) percent in the isotope U235 or reprocessed only with mutual agreement of the Parties prior to enrichment or reprocessing. Such agreement shall include the conditions under which the resultant uranium enriched above twenty(20) percent or plutonium may be stored and used.

ARTICLE IX 1. The Parties shall apply appropriate measures of physical protection as recommended in the Agency's document INFCIRC/225/Rev.3 as well as any subsequent amendments thereto that are accepted by the Parties for nuclear material and facilities received pursuant to this Agreement and special fissionable material recovered or produced as a by-product within their respective jurisdictions.

2. The Parties shall consult with each other to take concrete measures for physical protection of material, equipment and facilities received pursuant to this Agreement including those concerning physical protection during international transportation.

ARTICLE X In the event of non-compliance with the provisions of Article VI, VII, VIII or IX of this Agreement by either Party, the Parties shall, at the request of the other Party, forthwith consult each other and take appropriate measures which shall ensure compliance with the provisions of Article VI, VII, VIII or IX of this Agreement.

ARTICLE XI 1. This Agreement shall enter into force thirty days after diplomatic notes confirming the completion of internal legal procedures necessary in the respective countries for entry into force of this Agreement have been exchanged, and shall remain in force for a period of fifteen years. This Agreement shall automatically be extended for five-year periods thereafter unless either Party notifies the other Party in writing its intention to terminate this Agreement at least six months before the expiration date.

2. Notwithstanding the termination of this Agreement, provisions of Articles VI, VII, VIII, IX and X of this Agreement shall continue in effect as long as nuclear material, material, equipment and facilities received pursuant to this Agreement and special fissionable material recovered or produced as a by-product remain under the jurisdiction of the Party concerned or until otherwise agreed between the Parties.

3. This Agreement may be amended by mutual consent. Such amendments shall enter into force on the date of mutual notifications of the completion of internal legal procedures necessary in the respective countries for its entry into force.

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

DONE at Ankara this 26th day of October 1998, in duplicate in the Korean, Turkish and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF FOR THE GOVERNMENT OF

THE REPUBLIC OF KOREA THE REPUBLIC OF TURKEY