

Signed at Dubai June 22, 2009

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

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

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

Desiring to strengthen the friendly relations existing between the two countries;

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

Reaffirming their desire to place the highest priority on nuclear safety and environmental protection in both countries in the course of implementing their nuclear programs; 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 1

### Purpose

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 2

### Definitions

For the purposes of this Agreement:

- (a) "Guidelines" means the Nuclear Suppliers Group Guidelines for Nuclear Transfers published by the IAEA as INFCIRC/254/Rev.9/Part1 and its subsequent revisions and modifications;
- (b) "Equipment" means any facilities, equipment, or components listed in Annex B of the Guidelines;
- (c) "Material" means non-nuclear materials for reactors listed in Annex B of the Guidelines;
- (d) "Nuclear material" means any source material or any special fissionable material as these terms are defined in Article 20 of the Statute of the IAEA. Any determination by the Board of Governors of the IAEA on Article 20 of the IAEA Statute, which amends the list of material 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;
- (e) "Person" 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) "Technology" means specific information required for the development, production, or use of any equipment or material as defined in Annex A of the Guidelines.

## ARTICLE 3

### Areas of Cooperation

Under 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, small and medium-sized nuclear reactors or research reactors;
- (c) manufacture and supply of nuclear fuel elements to be used in nuclear power plants, small and medium-sized nuclear reactors or research 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 human resources development; and
- (i) other areas as may be agreed upon by the Parties.

## ARTICLE 4

### Forms of Cooperation

Cooperation under Article 3 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 joint 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 of cooperation as may be agreed upon by the Parties.

## **ARTICLE 5**

### **Implementing Arrangements and Joint Committee**

1. Implementing arrangements for the cooperative activities under this Agreement may be concluded between the Parties or their appropriate authorities to determine the specific terms of cooperation, in accordance with this Agreement.
2. With a view to coordinating the cooperative activities foreseen under this Agreement, the Parties shall establish a Joint Committee. The Joint Committee shall be composed of representatives designated by the two Parties, and may meet on mutually convenient dates.

## **ARTICLE 6**

### **Information**

1. The Parties may freely use any information exchanged in conformity with the provisions of this Agreement, except in cases where the Party or authorized persons providing such information have previously made known restrictions and/or reservations concerning its use and dissemination.
2. The Parties shall take all appropriate measures in accordance with their respective laws and regulations to preserve the restrictions and/or reservations concerning the use and dissemination 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 and as amended on 28 September 1979.

## ARTICLE 7

### Transfers and Retransfers

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 on by the Parties.
2. Nuclear material, material, equipment, and technology transferred pursuant to this Agreement and special fissionable material produced through the use of any such nuclear material, material, or equipment shall not be transferred to an unauthorized person or, unless the Parties agree in writing, beyond the jurisdiction of the receiving Party. An arrangement to facilitate the implementation of this provision may be established by the Parties.

## ARTICLE 8

### Enrichment and Reprocessing

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 otherwise agree.
2. Equipment or technology transferred pursuant to this Agreement and equipment based on such technology shall not be used for the production of uranium enriched to twenty (20) percent or more in the isotope U-235 unless the Parties otherwise agree.
3. Nuclear material transferred pursuant to this Agreement and nuclear material used in or produced through the use of nuclear material or equipment so transferred shall not be reprocessed unless the Parties otherwise agree.

## ARTICLE 9

### Prohibition of Explosive or Military Applications

Nuclear material, material, equipment and technology transferred pursuant to this Agreement and special fissionable material used in or produced through the use of nuclear material, material, or equipment so transferred shall not be used for the research on, development or the manufacture of nuclear weapons or any nuclear explosive device, or for any military purpose.

## ARTICLE 10

### Safeguards

1. The commitment contained in Article 9 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) as complemented by the additional protocol, and in the case of the United Arab Emirates, pursuant to the Agreement between the Government of the United Arab Emirates and the IAEA for the Application of Safeguards in connection with the Treaty (IAEA document INFCIRC/622) which may be complemented by the additional protocol.

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 11

### 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.4 as well as in any subsequent amendments thereto accepted by the Parties.

## ARTICLE 12

### Nuclear Safety and Environmental Protection

The Parties shall consult each other, with regard to activities under this Agreement, to identify safety and international environmental implications arising from such activities and shall cooperate in preventing nuclear accidents arising from nuclear facilities transferred pursuant to this Agreement and in protecting the international environment from radioactive, chemical or thermal contamination arising from such activities under this Agreement.

## ARTICLE 13

### Duration of Application

1. Nuclear material, material, and equipment 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 paragraph 2 of Article 7 of this Agreement;
- (b) in the case of nuclear material, 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 the safeguards referred to in Article 10 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 by the Parties.

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

## ARTICLE 14

### Cessation of Cooperation

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

(a) materially violates provisions of Article 7, 8, 9, 10 or 11; or

(b) terminates, abrogates or materially violates a safeguards agreement with the IAEA;

the other Party shall have the right to cease further cooperation under this Agreement, to suspend or terminate this Agreement and to require the return of any material, nuclear material and equipment transferred under this Agreement and any special fissionable material produced through the use of nuclear material, material and equipment so transferred.

2. If either Party exercises its rights under this Article to require the return of any material, nuclear material or equipment, it shall, after its removal from the territory of the other Party, reimburse the other Party for the fair market value of such material, nuclear material or equipment.

3. If either Party deems it necessary to exercise the above-mentioned rights under this Article, its decision to do so shall be notified to the other Party in writing.

4. In determining whether to exercise its rights under paragraph 1 of this Article based on a "material violation" a Party shall first consider whether the facts giving rise to the right to take such action in accordance with paragraph 1 were caused deliberately. If the Party, following such consideration, determines that the actions were caused deliberately, it shall be entitled to exercise its rights under paragraph 1 of this Article. In the event that it finds such material violation not to be deliberate, and to the extent that it judges that such material violation can be rectified, the non-breaching Party shall endeavor, subject to its national legislation and regulations, to afford the breaching Party an opportunity to cure the violation within a reasonable period.

## **ARTICLE 15**

### **Settlement of Disputes**

1. Any dispute arising out of the interpretation or application of this Agreement shall be settled amicably by negotiations or consultations between the Parties via diplomatic channels.



2. If a dispute cannot be settled by means of mutual negotiations or consultations, it may, at the request of both Parties, be submitted to an arbitral tribunal for its decision. Such arbitral tribunal shall be constituted ad hoc by mutual agreement between the Parties, in accordance with international practice.

3. Without prejudice to the rights granted under Article 14, where a dispute in respect of, or in relation to a matter or alleged breach of this Agreement has been referred for resolution in accordance with the terms of Article 15 herein, including referral to an arbitral tribunal, then each Party shall continue to perform its obligations under this Agreement until the dispute resolution process in respect of such matter or alleged breach of this Agreement has been completed. For the avoidance of doubt, the parties agree that the decisions of the arbitral tribunal shall not be subject to appeal.

## ARTICLE 16

### Entry into Force, Duration and Termination

1. This Agreement shall enter into force on the date when both Parties, through diplomatic channels, notify each other that they have completed internal legal procedures necessary for entry into force of this Agreement.

2. This Agreement shall remain in force for a period of twenty (20) years. This term may be extended for such additional periods of 5 years each as may be agreed between the Parties (each acting in their absolute discretion).

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 expiration or termination of this Agreement, the obligations contained in Articles 7, 8, 9, 10, 11 and 13 of this Agreement shall remain in force until otherwise agreed upon by the Parties.

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

Done at Dubai, this 22th day of June, 2009, in duplicate, in the Korean, Arabic 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 UNITED ARAB EMIRATES