

**ADMINISTRATIVE ARRANGEMENT
BETWEEN
THE CANADIAN NUCLEAR SAFETY COMMISSION
AND
THE STATE OFFICE FOR NUCLEAR SAFETY OF THE CZECH REPUBLIC
PURSUANT TO THE AGREEMENT BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE CZECH REPUBLIC
FOR CO-OPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY**

1. Purpose

1.1 To facilitate the effective fulfilment of the obligations of the Agreement between the Government of Canada and the Government of the Czech Republic for Co-operation in the Peaceful Uses of Nuclear Energy (hereinafter referred to as „the Agreement“), signed on February 22, 1995, the Canadian Nuclear Safety Commission and the State Office for Nuclear Safety of the Czech Republic (hereinafter referred to as "the Authorities"), in accordance with Article X paragraph (2), of the Agreement, hereby establish the following Administrative Arrangement.

2. Definitions and Conventions

2.1 In this Arrangement the terms "nuclear material", "material", "equipment" and "technology" have the same meaning as in the Agreement. Other terms used in this Arrangement have the same meaning as they have in paragraphs 98 - 116 of the International Atomic Energy Agency (IAEA) document INFCIRC/153 (corrected).

2.2 In this Arrangement the units of account for nuclear material will be as specified in paragraph 101 of INFCIRC/153 (corrected). For material, the unit of account will be kilograms.

3. Annual Report

3.1 Each Authority will provide the other with an Annual Report, covering the twelve (12) month period ending in December, on all nuclear material, material, equipment and technology subject to the Agreement in its territory. The Annual Report will be provided as soon as possible and not later than three (3) months after the close of each period.

3.2 For nuclear material and material, each Authority will provide for each of the following categories in its Annual Report:

- (a) Natural uranium

- (b) Uranium enriched to less than 20 per cent in the isotope U235
- (c) Uranium enriched to 20 per cent or more in the isotope U235
- (d) Depleted uranium
- (e) Uranium 233
- (f) Plutonium
- (g) Thorium
- (h) Heavy water

3.3 For each category of nuclear material and material, as well as for equipment and technology, each Authority will show in its Annual Report, as appropriate:

- (a) Opening inventory
- (b) Receipts
- (c) Shipments
- (d) Other inventory changes as well as changes which arise from Articles IV and VIII of the Agreement
- (e) Closing inventory

3.4 Where necessary, each Authority will append a note in its Annual Report to explain any information included in the Annual Report. A note will be appended where, in the period covered by the Report, IAEA safeguards have been terminated on nuclear material subject to the Agreement or exemption, compatible with the Agreement, of such material from IAEA safeguards has been granted.

3.5 Each Authority will acknowledge receipt of the other's Annual Report within thirty (30) days.

3.6 Each Authority will provide the other with any questions it may have concerning the entries in the Annual Report normally within ninety (90) days of receipt of the Report.

3.7 Each Authority will cooperate closely with the other and afford the other every reasonable assistance in resolving such questions to their mutual satisfaction by the end of the calendar year.

4. Equivalence and Proportionality

4.1 Each Authority need not identify in its Annual Report the particular nuclear material or material originally subject to the Agreement but will identify an equivalent quantity of nuclear material or material. The replacement of nuclear material subject to the Agreement by lower quality nuclear material may only occur where the Authorities so decide.

4.2 Each Authority will not apply the principles of equivalence and proportionality so as to result in any reduction to the total quantity of nuclear material or material subject to non-proliferation obligations.

- 4.3 In physical/chemical processes where nuclear material subject to the Agreement is only part of the total nuclear material processed, the simple proportionality principle will apply to the product, by-product, waste and losses of the process. Where the process involves the mixing of different types of nuclear material, proportionality will be based on the relative quantities of the isotope or element of significance.
- 4.4 In irradiation processes where nuclear material subject to the Agreement contributes to nuclear production, the quantity of produced nuclear material subject to the Agreement ~~iv~~ be equivalent to the contribution to the production process made by the original nuclear material. For this purpose "contribution to production" by nuclear material subject to the Agreement will be discussed by the Authorities on a case-by-case basis.

5. Procedures for Transfers, Directly or Through Third Parties

- 5.1 Prior Notification. Prior to any transfer, directly or through third parties, of nuclear material, material, equipment or technology that will be subject to the Agreement upon receipt, the Authority representing the supplying Party will notify the other Authority of the transfer by providing the information specified in Annex A. Each notification concerning transfer of technology will be made sufficiently in advance of the transfer to allow time for the completion of the consultations required by Article I, sub-paragraph (g), of the Agreement. The Authority representing the receiving Party will confirm to the other Authority receipt of each prior notification.
- 5.2 Shipment. Upon shipment of nuclear material, material, equipment, or technology that ~~iv~~ be subject to the Agreement upon receipt, the Authority representing the supplying Party will inform the other Authority by providing the information specified in Annex A.
- 5.3 Receipt. Upon receipt of nuclear material, material, equipment, or technology subject to the Agreement, the Authority representing the receiving Party will inform the other Authority by providing the information specified in Annex A.

6. Procedures for Retransfers

- 6.1 Retransfer Request and Response. The Authority representing the shipping Party will request the other Authority for the prior written consent required by Article V of the Agreement at least six (6) weeks before the proposed shipping date or schedule. The request will include the information specified in Annex A. The Authority to whom the request for prior written consent is made will respond to the other Authority within three (3) weeks following receipt of that request.
- 6.2 Shipment. Upon shipment of nuclear material, material, equipment or technology subject to

the Agreement, the Authority representing the shipping Party will inform the other Authority by providing the information specified in Annex A.

7. Communications

- 7.1 When communicating pursuant to this Arrangement each Authority will use appropriately secure channels.

The point of contact within the Canadian Nuclear Safety Commission is:

Nuclear Non-Proliferation Section
Non-Proliferation, Safeguards and Security Division
Canadian Nuclear Safety Commission
P.O. Box 1046, Station "B"
Ottawa, Canada KIP 5S9
Telephone: 613-995-5894
Fax: 613-995-5086

The point of contact within the State Office for Nuclear Safety of the Czech Republic is:

State Office for Nuclear Safety
Department of Nuclear Materials
Senovazne namesti 9
110 00 Prague 1, Czech Republic
Telephone: 420-2-216 24 665
Fax: 420-2-216 24 420

- 7.2 Each Authority will take every reasonable precaution to prevent unauthorized disclosure of information provided in confidence to it under this Arrangement and will advise the other of information requiring special protection.

8. General

- 8.1 Neither Authority will have any liability to the other for the costs of preparing any reports required by this Arrangement.
- 8.2 This Arrangement may be amended as agreed by the Authorities at any time. Amendments will be made in writing and will become effective when signed on behalf of the Authorities.
- 8.3 This Arrangement will become effective when it has been signed on behalf of the Authorities. With the concurrence of the Authorities, this Arrangement may be applied provisionally until it has been signed on behalf of the Authorities.

Signed in duplicate at Vienna on 19 September 2000, in the English, French and Czech languages, each version being equally authentic,

for the **CANADIAN NUCLEAR SAFETY COMMISSION**

Agnes Bishop, MD
President

for the **STATE OFFICE FOR NUCLEAR SAFETY OF THE CZECH REPUBLIC**

Dana Drabova
President

ANNEX A

- (a) Reference number, as specified by shipping party authority;
- (b) Name and address of shipping facility;
- (c) Name and address of receiving facility;
- (d) Date(s) of shipment or receipt, as appropriate;
- (e) Description (e.g., chemical form, physical form, identifying numbers);
- (f) Element or material weight and category, number of equipment or technology items, as appropriate; and
- (g) Isotope weight, as appropriate.