

No. 53089*

**International Atomic Energy Agency, China
and
Ghana**

Agreement between the International Atomic Energy Agency, the Government of the Republic of Ghana and the Government of the People's Republic of China for assistance in securing low enriched uranium for a research reactor (with annex). Vienna, 19 June 2014 and 22 September 2014

Entry into force: *22 September 2014 by signature, in accordance with article XI*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *International Atomic Energy Agency, 17 November 2015*

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

**Agence internationale de l'énergie atomique, Chine
et
Ghana**

Accord entre l'Agence internationale de l'énergie atomique, le Gouvernement de la République du Ghana et le Gouvernement de la République populaire de Chine concernant une assistance pour l'obtention d'uranium faiblement enrichi destiné à un réacteur de recherche (avec annexe). Vienne, 19 juin 2014 et 22 septembre 2014

Entrée en vigueur : *22 septembre 2014 par signature, conformément à l'article XI*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Agence internationale de l'énergie atomique, 17 novembre 2015*

**Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

**AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY,
THE GOVERNMENT OF THE REPUBLIC OF GHANA AND THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA FOR ASSISTANCE IN SECURING LOW
ENRICHED URANIUM FOR A RESEARCH REACTOR**

WHEREAS the Government of the Republic of Ghana (hereinafter called "Ghana"), desiring to convert the core of the 30 kw miniature neutron research reactor located at Kwabenya (Legon) -Accra in Ghana (hereinafter called the "reactor") from the use of high enriched uranium fuel to the use of low enriched uranium (hereinafter called "LEU") fuel, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "IAEA") in securing the transfer of LEU fuel for the reactor;

WHEREAS the reactor was acquired by Ghana through a Project and Supply Agreement among the IAEA, the Government of Ghana and the Government of the People's Republic of China (hereinafter called "China") concerning the transfer of the reactor and enriched uranium, which entered into force on 14 October 1994;

WHEREAS Ghana has also requested that the IAEA contribute to the project through its Technical Co-operation Programme;

WHEREAS Ghana and the IAEA are in the process of making arrangements with a manufacturer in China (hereinafter called the "manufacturer") for the supply of LEU fuel elements for the reactor;

WHEREAS Ghana concluded with the IAEA an Agreement for the Application of Safeguards in Connection with the Treaty for the Non-Proliferation of Nuclear Weapons, which entered into force on 17 November 1975 (hereinafter called the "Safeguards Agreement");

WHEREAS Ghana and China reaffirm their support of the objectives of the Statute and their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements that, to the maximum extent, will prevent the proliferation of nuclear explosive devices;

NOW, THEREFORE, the IAEA, Ghana and China (hereinafter called "the Parties") hereby agree as follows:

ARTICLE I

Definition of the Project

1. The project which is the subject of this Agreement is the supply by China, through the IAEA, of LEU fuel to Ghana for the operation of the reactor, which is located at Kwabenya-Accra in Ghana.
2. This Agreement shall apply, mutatis mutandis, to any additional assistance provided by the IAEA to Ghana and for the project.
3. Except as specified in this Agreement, neither the IAEA nor China shall assume any obligations or responsibilities insofar as the project is concerned. Ghana shall assume full responsibility for any claims arising out of its activities in connection with the project.

ARTICLE II

Supply of Low Enriched Uranium

1. The IAEA shall request China to permit the transfer and export to Ghana of approximately 15 kilograms of uranium enriched to less than 20 per cent by weight in the isotope uranium-235 (hereinafter called the "supplied material") contained in fuel elements for use in the continued operation of the reactor.
2. China shall transfer and export to Ghana the supplied material and shall issue any required licenses or permits for that purpose.
3. China shall transfer title to the supplied material to the IAEA upon arrival of the material in Ghana, and the IAEA shall thereafter immediately and automatically transfer the title to Ghana.
4. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively for the reactor and shall remain at the site of the reactor, unless the Parties otherwise agree.
5. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to the Parties. Such material shall not be further enriched unless the Parties otherwise agree.
6. The particular terms and conditions for the transfer of supplied material, including charges for or connected with such material, a schedule of deliveries and shipping instructions, shall be specified in a contract to be concluded between the IAEA, Ghana and China in implementation of this Agreement.

ARTICLE III

Transport, Handling and Use

1. Ghana and China shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. Upon arrival in Ghana, such measures shall be the responsibility of Ghana.

2. Neither China nor the IAEA warrants the suitability or fitness of the supplied material for any particular use or application. Neither China nor the IAEA shall at any time bear any responsibility towards Ghana or any person for any claim arising out of the transport, handling or use of the supplied material.

ARTICLE IV

Safeguards

1. Ghana undertakes that the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, shall not be used for the manufacture of any nuclear weapon or any nuclear explosive device, or for research on or the development of any nuclear weapon or any nuclear explosive device, or in such a way as to further any military purpose.

2. The safeguards rights and responsibilities of the IAEA provided for in Article XII.A of the Statute are relevant to the project and shall be implemented and maintained with respect to the project. Ghana shall cooperate with the IAEA to facilitate the implementation of the safeguards required by this Agreement.

3. The IAEA safeguards referred to in paragraph 2 of this Article shall, in respect to Ghana, for the duration of this Agreement, be implemented pursuant to the Safeguards Agreement.

4. Article XII.C of the Statute shall apply with respect to any non-compliance by Ghana with the provisions of this Agreement.

ARTICLE V

Safety Standards and Measures

The safety standards and measures specified in the Annex to this Agreement shall apply to the project.

ARTICLE VI

IAEA Inspectors

The relevant provisions of the Safeguards Agreement shall apply to IAEA inspectors performing functions pursuant to this Agreement.

ARTICLE VII

Scientific Information

In conformity with Article VIII.B of the Statute, Ghana shall make available to the IAEA without charge all scientific information developed as a result of the assistance provided by the IAEA for the project.

ARTICLE VIII

Languages

All reports and other information required for the implementation of this Agreement shall be submitted to the IAEA in one of the working languages of the IAEA Board of Governors.

ARTICLE IX

Physical Protection

1. Ghana undertakes that adequate physical protection measures and systems shall be maintained with respect to the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.

2. The measures and systems referred to in paragraph 1 above shall, as a minimum, provide the protection set forth in IAEA Nuclear Security Series No. 13, entitled "Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities (INFCIRC/225/Revision 5)", as it may be revised from time to time, and comply with the following requirements:

- (a) Ghana shall have in place an established physical protection regime for the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, and for any nuclear facility while using or storing such material;
- (b) Ghana shall protect against unauthorized removal of the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, while in use and storage;
- (c) Ghana shall protect against sabotage the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, while in use and storage, and any nuclear facility while using or storing such material; and
- (d) Ghana shall protect against unauthorized removal and sabotage during transport of the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.

ARTICLE X

Settlement of Disputes

1. Any decision of the IAEA Board of Governors concerning the implementation of Article IV, V or VI of this Agreement shall, if the decision so provides, be given effect immediately by Ghana and the IAEA pending the final settlement of any dispute.

2. Any dispute arising out of the interpretation or implementation of this Agreement shall be settled by the Parties by consultation.