

AGREEMENT BETWEEN
THE GOVERNMENT OF NEW ZEALAND
AND
THE GOVERNMENT OF AUSTRALIA
CONCERNING THE TRANSFER OF URANIUM

THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF AUSTRALIA (hereinafter referred to as "the Parties"),

REAFFIRMING their commitment to ensuring that the transfer and use of nuclear materials and technology are carried out under arrangements which will further the objective of the non-proliferation of nuclear weapons,

MINDFUL that both New Zealand and Australia are Parties to the South Pacific Nuclear Free Zone Treaty,

MINDFUL that both New Zealand and Australia are non-nuclear-weapon States which are Parties to the Treaty on the Non-Proliferation of Nuclear Weapons, done at London, Moscow and Washington on 1 July 1968, and Parties to the Comprehensive Nuclear-Test-Ban Treaty, done at New York on 24 September 1996 (hereinafter referred to as "the Treaties"),

RECOGNISING that New Zealand and Australia have under the Treaties undertaken not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices, and not to carry out or in any way participate in any nuclear explosion,

AFFIRMING their support for the objectives and provisions of the Treaties and their desire to promote universal adherence to the Treaties,

RECOGNISING that New Zealand and Australia have concluded agreements with the International Atomic Energy Agency (hereinafter referred to as "the Agency") for the application of safeguards in their territories in connection with the Treaty on the Non-Proliferation of Nuclear Weapons,

NOTING recent discussions between the Parties, confirming New Zealand's desire to import small quantities of uranium oxide U_3O_8 ("yellowcake") for use in the commercial production of tinted glass,

DESIRING to establish conditions consistent with their commitment to non-proliferation under which quantities of uranium, as specified in this Agreement, can be transferred from Australia to New Zealand for non-nuclear purposes,

HAVE AGREED as follows:

Article I

For the purposes of this Agreement:

- (a) "Additional Protocol" means the Protocol Additional to the New Zealand - Agency Agreement;
- (b) "appropriate authority" means, in the case of Australia, the Australian Safeguards and Non-Proliferation Office, and in the case of New Zealand, the Secretary of

Foreign Affairs and Trade, or such other authority as the Party concerned may from time to time notify the other Party;

- (c) "New Zealand - Agency Agreement" means the Agreement between New Zealand and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons, which entered into force on 29 February 1972; and
- (d) "non-nuclear purposes" means for uses other than in the nuclear fuel cycle.

Article II

1. This Agreement shall apply to uranium transferred in quantities of up to 200 kg per annum from Australia to New Zealand either directly or through a third party for non-nuclear purposes.
2. Any transfers of quantities of uranium beyond the amount specified in paragraph 1 of this Article shall take place only after consultation between the Parties and with their prior mutual consent in writing. This Agreement shall also apply to any such additional uranium transferred, together with any supplementary conditions which the Parties may mutually determine.
3. Uranium subject to this Agreement shall be transferred pursuant to this Agreement only to a natural or legal person identified by the appropriate authority of the receiving Party to the appropriate authority of the supplying Party as duly authorised to receive it.

Article III

1. Uranium subject to this Agreement shall not be used for, or diverted to, any purpose contrary to the Treaties, or be used for any military purpose.
2. Uranium subject to this Agreement shall not be transferred beyond the territorial jurisdiction of New Zealand unless both Parties have satisfied themselves that it will not be used for, or diverted to, any purpose contrary to the Treaties, or be used for any military purpose. Any such transfers shall take place only after Australia has given its prior written consent. Australia shall not withhold consent for the purpose of securing commercial advantage.

Article IV

Uranium subject to this Agreement is also subject to the New Zealand - Agency Agreement and the Additional Protocol. The continuance in force of this Agreement and transfers of uranium under it are subject to New Zealand maintaining in force the New Zealand - Agency Agreement and the Additional Protocol.

Article V

Australia shall have the right to undertake such verification activities as it considers appropriate with respect to any uranium subject to this Agreement present in the

territory of New Zealand, provided that such activities shall only be undertaken to the extent necessary for Australia to satisfy itself that New Zealand is complying with all the obligations and terms of this Agreement.

Article VI

1. Uranium subject to this Agreement shall remain subject to the provisions of this Agreement until:

- (a) it is practicably irrecoverable for processing into a form in which it is useable in the nuclear fuel cycle, or for any military or explosive purpose; or
- (b) it has been transferred beyond the territorial jurisdiction of New Zealand in accordance with Article III(2) of this Agreement; or
- (c) the Parties otherwise decide.

2. For the purposes of determining, from the point of view of safeguards pursuant to the New Zealand - Agency Agreement, when uranium subject to this Agreement is practicably irrecoverable for processing into a form in which it is useable in the nuclear fuel cycle, or for any military or explosive purpose, both Parties shall accept a determination made by the Agency in accordance with the provisions for the termination of safeguards of the New Zealand - Agency Agreement. In the event the Agency is not in a position to make such a determination, the appropriate authorities of Australia and New Zealand may jointly make such a determination based on Agency practice.

Article VII

With respect to the uranium subject to this Agreement, New Zealand shall ensure that physical protection measures are in accordance with the recommendations of Agency document INFCIRC/225/Rev.3 entitled, "The Physical Protection of Nuclear Material", as updated from time to time, or any subsequent document replacing INFCIRC/225/Rev.3.

Article VIII

1. The Parties shall consult regularly to ensure the effective implementation of this Agreement.

2. New Zealand shall, upon the request of Australia, provide to Australia written reports on the quantity, location and utilisation of uranium subject to this Agreement, and on any verification activities conducted by the Agency under the New Zealand - Agency Agreement and the Additional Protocol, together with the overall conclusions drawn by the Agency therefrom.

3. Both Parties agree to take all appropriate precautions to preserve the confidentiality of commercial and industrial secrets and other confidential information received as a result of the operation of this Agreement.

Article IX

Either Party shall have the right at any time to cancel or suspend transfers of uranium. The reason for such cancellation or suspension shall be communicated to the other Party.

Article X

Any dispute arising out of the interpretation or application of this Agreement shall be settled by consultation and negotiation between the Parties, or as otherwise mutually determined.

Article XI

1. This Agreement shall enter into force on the date on which the Parties exchange diplomatic notes informing each other that they have completed their domestic and constitutional requirements for its entry into force.
2. This Agreement may be amended or revised by written agreement between the Parties. Any amendment or revision shall enter into force on the date and in the manner to be determined by the Parties.
3. This Agreement may be terminated by either Party with at least 180 days' written notification. Provided that, unless otherwise agreed in writing between the Parties, termination, suspension or expiration of this Agreement or any cooperation under it for any reason shall not release the Parties from the obligations and terms of this Agreement in respect of uranium referred to in Article II herein which remains useable, or practicably recoverable in accordance with Article VI of this Agreement for processing into a form in which it is useable, for any nuclear activity relevant from the point of view of safeguards pursuant to the New Zealand - Agency Agreement and the Additional Protocol. The obligations and terms of Articles III to X shall continue in effect in relation to such uranium.

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

DONE in duplicate at Canberra this fourteenth day of September 1999.

FOR THE GOVERNMENT OF
NEW ZEALAND:

FOR THE GOVERNMENT OF
AUSTRALIA:

Jim Murdoch

x

Al Stokes