

Agreement
between
the Government of the Republic of Hungary
and
the Government of Ukraine
on Early Notification of Nuclear Accidents,
on Exchange of Information and co Operation in the Field
of Nuclear Safety and Radiation Protection

The Government of the Republic of Hungary and the Government of Ukraine hereinafter referred to as Contracting Parties,

REFERRING to the Convention on Early Notification of a Nuclear Accident of 26 September 1986 (hereinafter referred to as "the IAEA Convention"),

TAKING INTO CONSIDERATION the provision of the Final Act of the Conference on Security and Co-operation in Europe of August 1, 1975,

STRIVING for further strengthening of the international co-operation in the field of safe use of nuclear energy,

CONVINCED that comprehensive co-operation between both States will contribute to limiting the risk and consequences of possible nuclear accidents,

HAVE AGREED as follows:

SCOPE OF APPLICATION

Article 1

This Agreement shall apply to facilities, activities (hereinafter referred to respectively as a "nuclear facility" and a "nuclear activity") and accidents specified in Article 1. and 3. of the IAEA Convention.

EARLY NOTIFICATION

Article 2

1. If there is an accident involving a nuclear facility or nuclear activity in the territory of one Contracting Party, from which a release of radioactive material results or may result and if such a release could have an effect, outside the Contracting Party's territory, of radiological safety significance for the other Party, the Contracting Party in whose territory the accident has occurred shall forthwith notify the other Contracting Party directly. It shall also promptly provide such available information as is relevant to minimising the radiological consequences, as is defined in Article 5 para 1. of the IAEA Convention. In any case events at nuclear facilities corresponding to level 3 or above of the IAEA International Nuclear Event Scale (INES) shall be reported.
2. The information referred to in Article 2 para 1. of the Agreement shall be supplemented as the situation develops with appropriate information for so long as the competent authorities of the Contracting Parties agree is necessary.
3. The Contracting Party providing information under Article 2 of this Agreement shall respond promptly to a request from the other Contracting Party for further information or for consultation.
4. If the radiation monitoring system of one Contracting Party registers occurrence of radiation above the level agreed, not caused by release from nuclear facilities or activities in its own territory, it shall promptly notify the other Contracting Party and shall continue to keep the other Party informed of developments.
5. As soon as the Agreement enters into force, each Contracting Party shall inform the other Contracting Party through diplomatic channels of its responsible authorities and point of contact responsible for issuing and receiving the notification and information referred to in Article 2.

EXCHANGE OF INFORMATION

Article 3

1. The competent authorities of the Contracting Parties shall exchange safety-related information on nuclear facilities in operation as well as planned or being under construction, commissioning and decommissioning or already decommissioned within their territories and respective information on activities which are relevant to the risk of abnormal release of radioactive materials (in accordance with the Attachment to this Agreement). Such information shall be brought up to date at annual intervals and include what the competent authorities have agreed upon according to Article 5 of this Agreement.

2. The competent authorities of the Contracting Parties shall notify each other as soon as possible of the significant safety-related changes in nuclear facilities or activities in their territories.

3. The competent authorities shall notify promptly each other of any case of unlawful activity related to nuclear materials, radioactive sources and wastes, being discovered on their respective territories, if there is a reasonable suspicion that it comes from or was directed to the territory of the other Contracting Party.

4. The Contracting Party receiving information supplied under this Article shall be entitled to consult the other Contracting Party for further clarification of such information.

SCIENTIFIC AND TECHNICAL CO-OPERATION

Article 4

1. The Contracting Parties shall encourage and facilitate the development of scientific and technical co-operation between authorities concerned and between other institutions of both Contracting Parties in the field of nuclear safety and radiation protection, including monitoring of radioactive releases, nuclear emergency planning as well as management of spent fuel and radioactive waste. Radioactive waste management covers all the problems from arising until the final disposal of radioactive wastes.

2. Particular support will be delivered to the development and implementation of the emergency decision support system aimed at limiting the consequences of nuclear accidents.

COMPETENT AUTHORITIES

Article 5

1. The representatives of the competent authorities shall meet as and when necessary, at least once a year, to consult on any current questions concerning the implementation of this Agreement. The time, place and agenda for such meetings shall be agreed upon in advance.

2. For the purposes of this Agreement "competent authorities" shall mean:

in Hungary:

the Hungarian Atomic Energy Authority,

in Ukraine:

the Ministry of Environmental Protection and Nuclear Safety of Ukraine,
Nuclear Regulatory Administration.

3. Each Contracting Party should make known immediately by diplomatic channels to the other Contracting Party any changes of the competent authorities and their contact points co-ordinates.

MISCELLANEOUS PROVISIONS

Article 6

No reciprocal reimbursements of costs referred to the exchange of information under this Agreement shall be a subject of any claims of one of the Contracting Parties to the other one.

Article 7

If the Contracting Party transmitting the information will find the requirement of its confidentiality being indispensable, it clearly indicates this to the other Contracting Party. The information classified in this way will be used only within the nuclear and radiation safety authorities and within other governmental bodies involved in the application of the Agreement of each Contracting Party. Third parties may receive information classified in this way only with the written consent of the other Contracting Party.

Article 8

This Agreement shall not affect the international obligations undertaken previously by the Contracting Parties.

Article 9

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall as far as possible be settled through negotiations.

2. If the dispute cannot thus be settled, upon the request of either Contracting Party it shall be submitted to an arbitral tribunal.

3. The arbitral tribunal shall be constituted as follows: each of the Contracting Parties shall designate one arbitrator and these two arbitrators shall elect a chairman with a national status of a third state. The arbitrators for both Contracting Parties shall be designated within sixty (60) days of the request for arbitration, and the chairman shall be elected within sixty (60) days of the designation of the second arbitrator.

4. If one of the Contracting Parties fails to designate its arbitrator and has not proceeded to do so within the specified period, the other Contracting Party may invite the Secretary General of the United Nations to appoint an arbitrator. If the two arbitrators are unable to elect a third arbitrator within the specified period, either Contracting Party may invite the Secretary General of the United Nations to make the necessary appointment.

5. In reaching its decision, the arbitral tribunal shall be guided by Articles 31 and 32 of the Vienna Convention on the Law of Treaties of May 23, 1969.

6. Unless otherwise agreed, the arbitral tribunal shall determine the applicable substantial law, its own procedure and language.

7. A majority of the members of the arbitral tribunal shall constitute a quorum and all decisions shall require a majority of votes. Such decisions shall be final and binding on the Contracting Parties.

8. Each Contracting Party shall bear the cost of the arbitrator appointed by itself and of its representation. The cost of the chairman as well as the other costs will be borne in equal parts by the Contracting Parties.

Article 10

Each Contracting Party shall notify the other Contracting Party of the completion of its internal requirements for the entry into force of this Agreement, and the Agreement shall enter into force on the day after the receipt of the later notification.

Article 11

1. The Contracting Parties conclude this Agreement for an unlimited period of time.

2. Each Contracting Party may denounce this Agreement by written notification forwarded to the other Contracting Party through diplomatic channels. The Agreement will become invalid on the first day following a twelve month period of time after the date when the notification on the denunciation was received.

Article 12

The Contracting Parties agree to apply this Agreement before its entry into force, from the day of its signature.

Done at ~~Budapest, Hungary~~ ^{Budapest, Hungary} 1997 in duplicate, each in the Hungarian, Ukrainian, and English languages, all three texts being equally authoritative. In case of divergence between the texts, the English text shall prevail.



For the Government of
the Republic of Hungary



For the Government
of Ukraine

ATTACHMENT

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF HUNGARY AND THE GOVERNMENT OF UKRAINE ON EARLY NOTIFICATION OF NUCLEAR ACCIDENTS, ON EXCHANGE OF INFORMATION AND CO-OPERATION IN THE FIELD OF NUCLEAR SAFETY AND RADIATION PROTECTION

According to Article 3 para 1 of this Agreement the following data shall be transmitted:

- type of the facility,
- location and mailing address of the facility,
- name of the facility,
- the most important parameters of the facility,
- current status of the facility,
- operational data.

The following data related to nuclear power reactors shall be additionally transmitted:

- type of the reactor,
- power,
- core characteristics (e.g.: geometry, fuel, loading, enrichment, burnup rate, density of power distribution),
- reactor vessel type,
- coolant type, cooling circuits (primary and secondary),
- steam generator type,
- amount and characteristics of the releases of radioactive substances into the environment,
- nuclear safety systems.

