

Agreement signed at Washington June 30, 1980; Entered into force December 30, 1981. With agreed minute.

AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of the Republic of Indonesia,

Mindful that both the United States and Indonesia are Parties to the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as "NPT") and desire to promote universal adherence to the NPT;

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT;

Affirming their support of the objectives of the International Atomic Energy Agency (hereinafter referred to as "IAEA");

Considering their cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Indonesia Concerning Civil Uses of Atomic Energy, signed June 8, 1960, as amended;

Desiring to continue and expand their cooperation in this field; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

Article 1- Scope of Cooperation

1. The United States and Indonesia shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this Agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers of information, material, equipment and components under this Agreement may be undertaken directly between the Parties or through authorized persons. Such transfers shall be subject to this Agreement and to such additional terms and conditions as may be agreed by the Parties.

Article 2 - Definitions

For the purposes of this Agreement:

(a) “byproduct material” means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(b) “component” means a component part of equipment or other item, so designated by agreement of the Parties;

(c) “equipment” means any reactor other than one designed or used primarily for the formation of plutonium or uranium 233, or any other item so designated by agreement of the Parties;

(d) “high enriched uranium” means uranium enriched to twenty (20) percent or greater in the isotope 235;

(e) “low enriched uranium” means uranium enriched to less than twenty (20) percent in the isotope 235;

(f) “major critical component” means any part or group of parts essential to the operation of a sensitive nuclear facility;

(g) “material” means source material, special nuclear material or byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the Parties;

(h) “moderator material” means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the Parties;

(i) “Parties” means the Government of the United States of America and the Government of the Republic of Indonesia;

(j) “peaceful purposes” include the use of information, material, equipment and

components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(k) “person” means any individual or any entity subject to the jurisdiction of either Party but does not include the Parties to this Agreement;

(l) “previous Agreement” means the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Indonesia Concerning Civil Uses of Atomic Energy, signed June 8, 1960, as amended;

(m) “reactor” means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;

(n) “restricted data” means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data of a Party which it has declassified or removed from the category of restricted data;

(o) “sensitive nuclear facility” means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(p) “sensitive nuclear technology” means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the Parties;

(q) “source material” means (1) uranium, thorium, or any other material so designated by agreement of the Parties, or (2) ores containing one or more of the foregoing materials in such concentration as the Parties may agree from time to time;

(r) “special nuclear material” means (1) plutonium, uranium 233, or uranium enriched in the isotope 235, or (2) any other material so designated by agreement of the Parties.

Article 3 - Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Fields which may be covered include, but shall not be limited to, the following:

(a) development, design, construction, operation, maintenance and use of reactors and reactor experiments;

(b) the use of material in physical and biological research, medicine, agriculture and industry;

(c) fuel cycle studies of ways to meet future worldwide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(d) safeguards and physical security of material and equipment;

(e) health, safety and environmental considerations related to the foregoing;

(f) assessing the role nuclear power may play in national energy plans; and

(g) exploration for and development of uranium resources.

2. This Agreement does not require the transfer of any information which the Parties are not permitted to transfer.

3. Restricted data shall not be transferred under this Agreement.

4. Sensitive nuclear technology shall not be transferred under this Agreement unless provided by an amendment to this Agreement.

Article 4 - Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this Agreement. However, sensitive nuclear facilities and major critical components shall not be transferred under this Agreement unless provided by an amendment to this Agreement.

2. Low enriched uranium may be transferred for use as fuel in reactor experiments and in reactors, for conversion or fabrication, or for such other purposes as may be agreed by the Parties.

3. Special nuclear material other than low enriched uranium and material contemplated under paragraph 6 may, if the Parties agree, be transferred for specified applications

where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives.

4. The quantity of special nuclear material transferred under this Agreement shall not at any time be in excess of the quantity the Parties agree is necessary for any of the following purposes: use in reactor experiments or the loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, and the accomplishment of other purposes as may be agreed by the Parties. If high enriched uranium in excess of the quantity required for these purposes exists in Indonesia, the United States shall have the right to require the return of any high enriched uranium transferred pursuant to this Agreement (including irradiated high enriched uranium) which contributes to this excess. If this right is exercised, the Parties shall make appropriate commercial arrangements which shall not be subject to any further agreement between the Parties as otherwise contemplated under Articles 5 and 6.

5. Any high enriched uranium transferred pursuant to this Agreement shall not be at a level of enrichment in the isotope 235 in excess of levels to which the Parties agree are necessary for the purposes described in paragraph 4.

6. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the Parties may agree.

Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.

7. The United States shall take such actions as necessary and feasible to ensure a reliable supply of nuclear fuel to Indonesia, including the export of nuclear material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this Agreement.

Article 5 - Storage and Retransfers

1. Each Party guarantees that any plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium transferred to and under its jurisdiction pursuant to this Agreement or used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this Agreement shall be stored only in a facility that has been agreed to in advance by the Parties.

2. Each Party guarantees that any material, equipment or components transferred to and under its jurisdiction pursuant to this Agreement and any special nuclear material produced through the use of any such material or equipment shall not be transferred to unauthorized persons or, unless the Parties agree, beyond its territorial jurisdiction.

Article 6 - Reprocessing and Enrichment

1. Each Party guarantees that material transferred to and under its jurisdiction pursuant to this Agreement and material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this Agreement shall not be reprocessed unless the Parties agree.
2. Each Party guarantees that any plutonium, uranium 233, high enriched uranium or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this Agreement or used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this Agreement shall not be altered in form or content, except by irradiation or further irradiation, unless the Parties agree.
3. Each Party guarantees that uranium transferred to and under its jurisdiction pursuant to this Agreement and uranium used in any equipment transferred to and under its jurisdiction pursuant to this Agreement shall not be enriched after transfer unless the Parties agree.

Article 7 - Physical Security

1. Each Party guarantees that adequate physical security shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this Agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this Agreement.
2. The Parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the Parties. The Parties shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/Revision 1 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the Parties.
3. The adequacy of physical security measures maintained pursuant to this Article shall be subject to review and consultation by the Parties periodically and whenever either Party is of the view that revised measures may be required to maintain adequate physical security.
4. Each Party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or

handling of material subject to this Article. Each Party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this Article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the Parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8 - No Explosive or Military Application

Each Party guarantees that no material, equipment or component transferred to and under its jurisdiction pursuant to this Agreement and no material used in or produced through the use of any material, equipment or components transferred to and under its jurisdiction pursuant to this Agreement shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9 - Safeguards

1. Cooperation under this Agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Indonesia, under its jurisdiction or carried out under its control anywhere. Implementation of a safeguards agreement pursuant to Article III (4) of the NPT shall be considered to fulfill the requirement stated in the foregoing sentence.

2. Material transferred to Indonesia pursuant to this Agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the Agreement between Indonesia and the IAEA for the application of safeguards in connection with the NPT.

3. If the United States or Indonesia becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2, the Party shall inform the other and, to ensure effective continuity of safeguards, the Parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.

4. Each Party guarantees it shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this Article.

5. Each Party shall establish and maintain a system of accounting for and control of all

material transferred pursuant to this Agreement and any material used in or produced through the use of any material, equipment or components so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the Parties.

6. Upon the request of either Party, the other Party shall report or permit the IAEA to report to the requesting Party on the status of all inventories of any materials subject to this Agreement.

7. The provisions of this Article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the Parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10 - Multiple Supplier Controls

If an agreement between either Party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under Articles 5, 6, or 7 with respect to material, equipment or components subject to this Agreement, the Parties may, upon the request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 11- Cessation of Cooperation

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

(a) does not comply with the provisions of Articles 5, 6, 7, 8, or 9, or

(b) terminates, abrogates or materially violates a safeguards agreement with the IAEA, the other Party shall have the rights to cease further cooperation under this Agreement and to require the return of any material, equipment and components transferred under this Agreement and any special nuclear material produced through their use.

2. If Indonesia at any time following entry into force of this Agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If either Party exercises its rights under this Article to require the return of any material, equipment or components, it shall, after removal from the territory of the other Party, reimburse the other Party for the fair market value of such material, equipment or components. In the event this right is exercised, the Parties shall make such other

appropriate arrangements as may be required which shall not be subject to any further agreement between the Parties as otherwise contemplated under Articles 5 and 6.

Article 12 - Previous Agreement Terminated

1. The Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Indonesia Concerning Civil Uses of Atomic Energy signed June 8, 1960, as amended, shall terminate on the date this Agreement enters into force.
2. Cooperation initiated under the previous Agreement shall continue in accordance with the provisions of this Agreement. The provisions of this Agreement shall apply to material and equipment subject to the previous Agreement.

Article 13 - Consultations and Environmental Protection

1. The Parties undertake to consult at the request of either Party regarding the interpretation or implementation of this Agreement and the development of further cooperation in the field of peaceful uses of nuclear energy. If differences arise between the Parties concerning interpretation or implementation of this Agreement, the Parties shall consult with a view to resolving them amicably.
2. The Parties shall consult, with regard to activities under this Agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this Agreement and in related matters of health and safety.

Article 14 - Entry into Force and Duration

1. Each Party shall provide the other Party with written notification that it has complied with its legal requirements for entry into force of this Agreement. This Agreement shall enter into force on the date of the later notification and shall remain in force for a period of ten (10) years. This term may be extended for such additional periods as may be agreed between the Parties in accordance with their legal requirements.
2. Notwithstanding the suspension, termination or expiration of this Agreement or any cooperation hereunder for any reason, Articles 5, 6, 7, 8, 9, and 11 shall continue in effect so long as any material, equipment or components subject to these Articles remains in the territory of the Party concerned or under its jurisdiction or control anywhere, or until such time as the Parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

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

DONE at Washington this 30th day of June 1980, in duplicate, in the English and Indonesian languages, each being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Thomas R. Pickering.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

D. Ashari.

ANNEX

Pursuant to paragraph 2 of Article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of

Categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL [e]

Material: Form	Category		
	I	II	III
1. Plutonium:[a,f] Unirradiated [b].....	2 kg or more.....	Less than 2 kg but more than 500 g	500 g or less [c]
2. Uranium-235[d]: Unirradiated: [b]			
- uranium enriched to.....	5 kg or more.....	Less than 5 kg but more than 1 kg	1 kg or less [c]
20 % U235 or more			
- uranium enriched to.....	10 kg or more		Less than 10 kg [c]
10 % U235 but less than 20%			
- uranium enriched above natural,			10 kg or more but less than 10 % U235
3. Uranium-233: Unirradiated [b].....	2 kg or more.....	Less than 2 kg but more than 500 g	500 g or less [c]

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- a All plutonium except that with isotopic concentration exceeding 80 % in plutonium-238.
 - b. Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.
 - c. Less than a radiologically significant quantity should be exempted.
 - d. Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10 % not falling in Category III should be protected in accordance with prudent management practice.
 - e. Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.
 - f. The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

AGREED MINUTE

During the negotiation of the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Indonesia Concerning Peaceful Uses of Nuclear Energy (hereinafter referred to as "Agreement") signed today, the following understandings, which shall be an integral part of the Agreement, were reached.

Coverage of Agreement

Material, equipment and components transferred from the territory of one Party to the territory of the other Party for peaceful purposes, whether directly or through a third country, shall be regarded as having been transferred pursuant to the Agreement only upon confirmation by the appropriate government authority of the recipient Party to the appropriate government authority of the supplier Party, that such material, equipment or components shall be subject to the Agreement.

For the purpose of implementing the rights specified in Articles 5, 6 and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the Agreement and not used in or produced through the use of equipment transferred pursuant to the Agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

Safeguards

If either Party becomes aware of circumstances referred to in paragraph 3 of Article 9, following consultation with Indonesia, the United States shall be permitted to conduct the activities listed below unless the United States agrees that the need to conduct such activities is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 3 of Article 9:

(1) to review in a timely fashion the design of any equipment transferred pursuant to the Agreement, or of any facility which is to use, fabricate, process or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(2) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the Agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components so transferred; and

(3) to designate personnel, in consultation with Indonesia, who shall have access to all places and data necessary to account for the material in paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall be accompanied by personnel designated by Indonesia.

With reference to Article 9, it is confirmed that design information relevant to safeguards for new equipment or facilities where safeguards will be required under the Agreement shall be provided to the IAEA in a timely fashion upon its request.

Transitional Arrangements

With reference to paragraphs 1 and 2 of Article 7, while most facilities in the United States provide physical protection comparable to that specified for materials classified as category II and III in the table attached to the Annex, the regulations of the United States with respect to physical protection of these materials do not require implementation until July 1980. If any proposed recipient of category II or III material transferred pursuant to the Agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225/Revision 1, the United States shall so inform Indonesia prior to shipment of such material and seek interim arrangements satisfactory to both Parties.

With respect to paragraph 2 of Article 12, in order to facilitate the application of the provisions of this Agreement, the Parties shall establish a list of such material and equipment.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA: