

## ATOMIC ENERGY

### Peaceful Uses

#### Agreement Between the UNITED STATES OF AMERICA and CHINA

Signed at Beijing April 13, 2015

*with*

Agreed Minute



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## **CHINA**

### **Atomic Energy: Peaceful Uses**

*Agreement signed at Beijing April 13, 2015;  
Entered into force October 29, 2015.  
With agreed minute.*

**AGREEMENT FOR COOPERATION BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as the "Parties"),

Desiring to establish extensive cooperation in the peaceful uses of nuclear energy on the basis of mutual respect for sovereignty, non-interference in each other's internal affairs, equality and mutual benefit;

Noting that such cooperation is between two nuclear weapon states;

Noting the Agreement for Cooperation Between the Government of the United States of America and the Government of the People's Republic of China Concerning Peaceful Uses of Nuclear Energy, signed at Washington on July 23, 1985 (the "1985 Agreement");

Recognizing that the expansion and enhancement of cooperation between the United States of America and the People's Republic of China on an equal footing will help strengthen international stability as well as promote political and economic progress;

Taking into account that both the United States of America and the People's Republic of China have achieved an advanced level in the use of nuclear energy for production of electric power and in the development of nuclear industry and scientific research in this field, guided by the common goals of achieving a higher level of safety and protection of populations and the environment;

Noting the Agreement between the Department of Energy of the United States of America and the State Development Planning Commission of the People's Republic of China on Cooperation Concerning Peaceful Uses of Nuclear Technologies, signed at Beijing on June 29, 1998 (the "PUNT Agreement");

Noting the exchange of diplomatic notes between the Parties on September 12, 2003, regarding their understanding concerning assurances for transfers of nuclear technology (the “2003 Exchange”);

Noting the Memorandum of Understanding between the Government of the United States of America and the Government of the People’s Republic of China Concerning Cooperation in the Area of Advanced Pressurized Water Reactor Nuclear Power Projects in China and Related Technology Transfer, signed at Beijing on December 16, 2006;

Noting the United States–China Bilateral Civil Nuclear Energy Cooperative Action Plan, signed at Vienna on September 18, 2007;

Noting the Implementing Arrangement between the Government of the United States of America and the Government of the People’s Republic Of China under the Agreement for Cooperation between the Government of the United States Of America and the Government of the People’s Republic Of China Concerning Peaceful Uses Of Nuclear Energy, signed at Washington November 22, 2013, and at Beijing December 9, 2013 (the “Implementing Arrangement”);

Recognizing the importance of international cooperation in promoting the peaceful uses of nuclear energy, and noting that the Parties intend to cooperate jointly or independently, as appropriate, in the development of safe and secure civilian nuclear energy programs that are subject to International Atomic Energy Agency (IAEA) safeguards;

Mindful of their respective rights and obligations under the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968 (“NPT”), to which both the United States of America and the People’s Republic of China are State Parties;

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

Affirming their support for the IAEA and its safeguards system, including the Additional Protocol;

Affirming their support for the objectives and Statute of the IAEA and their commitment to the Guidelines of the Nuclear Suppliers Group;

Desiring to cooperate in the development, use, and control of the peaceful uses of nuclear energy on a stable, predictable, and reliable basis;

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

Affirming in particular the goal of pursuing the safe, secure, and environmentally sustainable development of civil nuclear energy for peaceful purposes and in a manner that supports nuclear nonproliferation and international safeguards; and

Noting a mutual interest in scientific research and development in the field of controlled thermonuclear fusion, including multilateral cooperation;

Have agreed as follows:

## ARTICLE 1 — DEFINITIONS

For the purposes of this Agreement and the Agreed Minute, the terms below shall have the following meanings:

- (1) “Agreed Minute” means the minute annexed to this Agreement, which is an integral part hereof;
- (2) “Competent authorities” means government departments designated respectively by the Parties to implement this Agreement. For the Government of the People’s Republic of China, the competent authorities are China National Energy Administration and China Atomic Energy Authority; for the Government of the United States of America, the competent authorities are the U.S. Department of State, the U.S. Department of Energy, and the U.S. Nuclear Regulatory Commission. Each Party may change its competent authorities or add one or more additional competent authorities by written notice to the other Party;

- (3) "Person" means any individual or any entity subject to the jurisdiction of either Party, but does not include the Parties to this Agreement;
- (4) "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, or any other apparatus so designated by agreement of the Parties;
- (5) "Equipment" means any reactor as a complete unit (other than one designed or used primarily for the formation of plutonium or uranium 233), pressure vessels, calandrias, complete reactor control rod systems, primary coolant pumps, on-line refueling mechanisms, or any other item so designated by agreement of the Parties;
- (6) "Component" means a component part of equipment or other item so designated by agreement of the Parties;
- (7) "Source material" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; any other material containing one or more of the foregoing in such concentration as the Board of Governors of the IAEA shall from time to time determine; and such other material as the Board of Governors of the IAEA shall from time to time determine or as may be agreed by the appropriate competent authorities of both Parties. Any determination by the Board of Governors of the IAEA under Article XX of the IAEA's Statute or otherwise that amends the list of materials considered to be "source material" shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept such an amendment;
- (8) "Special fissionable material" means plutonium, uranium 233, uranium enriched in the isotopes 233 or 235, any material containing one or more of the foregoing, and such other material as the Board of Governors of the IAEA shall from time to time determine or as may be agreed by the appropriate competent authorities of both Parties, but the term "special fissionable material" does not include source material. Any determination by the Board of Governors of the IAEA under Article XX of the IAEA's Statute or otherwise that amends the list of materials considered to be "special fissionable material" shall only have effect under this Agreement when both

Parties to this Agreement have informed each other in writing that they accept such an amendment;

(9) "Nuclear material" means source material and special fissionable material;

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

(11) "Byproduct material" means any radioactive material (except special fissionable material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special fissionable material;

(12) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(13) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(14) "Material" means nuclear material, moderator material, byproduct material, radioisotopes other than byproduct material, or any other such substance so designated by agreement of the Parties;

(15) "Conversion" means any of the normal operations in the nuclear fuel cycle, preceding fuel fabrication and excluding enrichment, by which uranium is transformed from one chemical form to another -- for example, from  $UF_6$  to  $UO_2$  or from uranium oxide to metal;

(16) "Decommissioning" means the actions taken at the end of a facility's useful life to retire the facility from service in a manner that provides adequate protection for the health and safety of the decommissioning workers and the general public and for the environment. These actions can range from closing down the facility and a minimal removal of nuclear material coupled with continuing maintenance and surveillance to a complete removal of residual radioactivity in excess of levels acceptable for unrestricted use of the facility and its site;



(17) "Technology" means specific information related to the design, development, production, operation, maintenance, shutdown, or decommissioning of a reactor, equipment, or component;

(18) "Information" means scientific, commercial, or technical data or information in any form that is appropriately designated by agreement of the Parties or their competent authorities to be provided or exchanged under this Agreement;

(19) "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;

(20) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(21) "Sensitive Nuclear Technology" means any information (including information incorporated in equipment or an important component) that is not in the public domain and that is important to the design, construction, fabrication, operation, or maintenance of any sensitive nuclear facility, or any other such information that may be so designated by agreement of the Parties;

(22) "Restricted Data" means all data concerning (i) design, manufacture, or utilization of nuclear weapons, (ii) the production of special fissionable material, or (iii) the use of special fissionable material in the production of energy, but shall not include data of a Party that it has declassified or removed from the category of Restricted Data;

(23) "Peaceful purposes" include the use of information, technology, 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.

## ARTICLE 2 - SCOPE OF COOPERATION

1. The Parties shall cooperate in the uses 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. The areas, contents, details, and conditions of cooperation under this Agreement may be determined by the agreement in writing of the appropriate competent authorities of the Parties after negotiation, to the extent consistent with the terms and conditions of this Agreement.
3. Transfer of material, equipment, components, technology, and information 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 3 - TRANSFER OF TECHNOLOGY AND INFORMATION

1. Technology and information concerning the use of nuclear energy for peaceful purposes may be transferred pursuant to this Agreement. Transfers of technology and information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits, and assignments of staff to facilities. Fields that may be covered may include, but shall not be limited to, the following:
  - (a) Development, design, construction, operation, maintenance, and use of reactors, reactor experiments, and decommissioning;
  - (b) The use of material in physical and biological research, medicine, agriculture, and industry;
  - (c) Fuel cycle studies of ways to meet future world-wide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;
  - (d) Development of advanced fuels and materials, such as structural, component, absorber, circuit, and clad materials;
  - (e) Development of advanced fuel cycle and fuel fabrication technologies;

- (f) Advancing state-of-the-art technology with respect to nuclear reactor and nuclear fuel safety using computer simulation and modeling;
  - (g) Safeguards and physical protection of nuclear material, equipment, and components;
  - (h) Health, safety, and environmental considerations related to the foregoing; and
  - (i) Assessing the role nuclear power may play in national energy plans.
2. This Agreement does not require the transfer of any technology or information that the Parties are not permitted to transfer under their respective treaties, national laws, or regulations.
3. Transfers of technology and information under this Agreement shall be carried out in accordance with the Principle-Based Approach to Nuclear Technology Transfer Assurances attached to the 2003 Exchange, as adjusted with respect to certain technology and information in the "Technology and Information Exchanges" section of the Agreed Minute to this Agreement.
4. Restricted Data shall not be transferred under this Agreement. Sensitive Nuclear Technology may be transferred under this Agreement if provided for 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. Any special fissionable material transferred under this Agreement shall be low enriched uranium, except as provided in paragraph 4.
2. Low enriched uranium may be transferred, including, *inter alia*, by sale or lease, for use as fuel in reactors and reactor experiments, for conversion or fabrication, or for such other purposes as may be agreed by the Parties.

3. The quantity of special fissionable material transferred under this Agreement shall be the quantity that the Parties agree is necessary for any of the following purposes: the loading of reactors or use in reactor experiments, the efficient and continuous operation of such reactors or conduct of such reactor experiments, or the accomplishment of such other purposes as may be agreed by the Parties.
4. Small quantities of special fissionable material may be transferred for use as samples, standards, detectors, targets, or radiation sources and for such other purposes as the Parties may agree.
5. Sensitive nuclear facilities and major critical components may be transferred under this Agreement if provided for by an amendment to this Agreement.

#### ARTICLE 5 - STORAGE AND RETRANSFERS

1. Plutonium and uranium 233 (except as contained in irradiated fuel elements) and high enriched uranium transferred pursuant to this Agreement or used in or produced through the use of material or equipment so transferred shall only be stored in facilities to which the Parties agree.
2. Material, equipment, components, technology, and information transferred pursuant to this Agreement and any special fissionable material produced through the use of any such material, equipment, technology or information shall not be transferred to unauthorized Persons or, unless the Parties agree, beyond the recipient Party's territorial jurisdiction.
3. In order to facilitate spent fuel, nuclear material, or nuclear-related waste management, material transferred or produced through the use of equipment or components transferred pursuant to this Agreement may be transferred to the United States of America if the Government of the United States of America agrees and designates a storage or disposition option. In the event of transfer to the United States of America, the Parties shall make appropriate implementing arrangements.

#### ARTICLE 6 — REPROCESSING, OTHER ALTERATION IN FORM OR CONTENT, AND ENRICHMENT

1. Nuclear material transferred pursuant to this Agreement and nuclear material used in or produced through the use of material or equipment so transferred shall not be reprocessed or otherwise altered in form or content (except by irradiation or further irradiation), unless the Parties agree.

2. The Parties grant each other consent to reprocess or otherwise alter in form or content nuclear material transferred pursuant to this Agreement and nuclear material used in or produced through the use of material or equipment so transferred. To bring these rights into effect, the Parties shall agree on arrangements and procedures under which such reprocessing or other alteration in form or content will take place. The Parties agree that reprocessing or other alteration in form or content of nuclear material subject to this Agreement shall take place only at facilities to which IAEA safeguards are applied. If no such safeguarded facilities exist, or if the appropriate competent authorities of the Parties agree in writing that existing safeguarded facilities do not have sufficient capacity to conduct reprocessing or alteration in form or content of nuclear material subject to this Agreement in a timely manner or are otherwise not suitable for reprocessing or alteration in form or content of such nuclear material, then reprocessing or alteration in form or content, as the case may be, of nuclear material subject to this Agreement may take place at facilities that have been made eligible for IAEA safeguards pursuant to the safeguards agreement with the IAEA referred to in paragraph 1 of Article 9 of this Agreement. These arrangements and procedures shall include provisions with respect to physical protection standards set out in Article 7, storage standards set out in Article 5, and environmental standards set out in Article 11 of this Agreement, and such other provisions as may be agreed by the Parties. Any nuclear material separated through reprocessing or other alteration in form or content to which the Parties have agreed in this Article may only be utilized at facilities to which the appropriate competent authorities of the Parties agree in writing.

3. The Parties are committed to the management of separated safeguarded plutonium in ways that are consistent with their respective national decisions on the civil nuclear fuel cycle. In managing their separated safeguarded plutonium, the Parties shall take into account the need to avoid contributing to the risks of nuclear proliferation; the need to protect the environment, workers and the public; the potential of the nuclear material for further energy generation; and the importance of balancing

supply and demand, including demand for reasonable working stocks for civil nuclear operations.

4. The Parties agree that conversion, enrichment to less than twenty percent in the isotope uranium 235, fabrication of low enriched uranium fuel, post-irradiation examination, blending or downblending of uranium to produce low enriched uranium, and separation of radioisotopes from irradiated targets are permissible alterations in form or content for purposes of this Agreement.

## ARTICLE 7 - PHYSICAL PROTECTION

1. Adequate physical protection shall be maintained with respect to any nuclear material and equipment transferred pursuant to this Agreement and any special fissionable material used in or produced through the use of material or equipment so transferred.

2. To comply with the requirement in paragraph 1, each Party shall apply at a minimum measures in accordance with (i) levels of physical protection at least equivalent to the recommendations published in IAEA document INFCIRC/225/Rev.5 entitled "The Physical Protection of Nuclear Material and Nuclear Facilities" and in any subsequent revisions of that document agreed to by the Parties, and (ii) the provisions of the Convention on the Physical Protection of Nuclear Material adopted October 26, 1979, and any amendments to the Convention that enter into force for both Parties.

3. The Parties shall consult at the request of either Party regarding the adequacy of physical security measures maintained pursuant to this Article.

4. The Parties shall keep each other informed through diplomatic channels of those agencies or authorities having responsibility for ensuring that levels of physical protection for nuclear material in their territory or under their jurisdiction or control are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of nuclear material subject to this Article. The Parties shall inform each other through diplomatic channels, as well, of the designated points of contact within their respective competent 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 undue interference in the Parties' nuclear activities, and to be consistent with prudent management practices required for the safe and economic conduct of their nuclear programs.

#### ARTICLE 8 - NO EXPLOSIVE OR MILITARY APPLICATION

1. Material, equipment, components, technology, and information transferred pursuant to this Agreement and material used in or produced through the use of any material, equipment, components, technology, or information so transferred shall not be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

2. Military purposes shall not include provision of power for a military base drawn from any power network, production of radioisotopes to be used for medical purposes in a military hospital, and other similar purposes as may be agreed by the Parties.

#### ARTICLE 9 - SAFEGUARDS

1. Nuclear material transferred to the People's Republic of China pursuant to this Agreement and any nuclear material used in or produced through the use of material, equipment, components, technology, or information so transferred shall be subject to the Agreement between the People's Republic of China and the International Atomic Energy Agency for the Application of Safeguards in China (IAEA INFCIRC/369), signed on September 20, 1988, (the "China-IAEA Safeguards Agreement"), which entered into force on September 18, 1989, and the Additional Protocol thereto, which entered into force on March 28, 2002.

2. Nuclear material transferred to the United States of America pursuant to this Agreement and any nuclear material used in or produced through the use of material, equipment, components, technology, or information so transferred shall be subject to the Agreement between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America (IAEA INFCIRC/288), signed

on November 18, 1977, (the "U.S.-IAEA Safeguards Agreement") which entered into force on December 9, 1980, and the Additional Protocol thereto, which entered into force on January 6, 2009.

3. In the event that the China-IAEA Safeguards Agreement referred to in paragraph 1 of this Article or the U.S.-IAEA Safeguards Agreement referred to in paragraph 2 of this Article is not being implemented, the Parties shall consult and establish a mutually acceptable alternative to that agreement consistent with their status as nuclear weapon State Parties to the NPT.

4. 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 safe and economic conduct of their nuclear programs.

#### ARTICLE 10 - MULTIPLE SUPPLIER CONTROLS

If any 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 Article 5 or Article 6 with respect to material, equipment, components, technology, or information subject to this Agreement, the Parties may, upon 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 – CONSULTATIONS AND ENVIRONMENTAL PROTECTION

1. The Parties undertake to consult at the request of either Party regarding the implementation of this Agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

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 12 - SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation or implementation of the provisions of this Agreement shall be promptly negotiated by the Parties with a view to resolving that dispute. If either Party does not comply with the provisions of this Agreement, the Parties shall promptly hold consultations on the problem. In such cases, it is understood that the other Party shall have the right to temporarily suspend or to cease further cooperation under this Agreement.

## ARTICLE 13 - ADMINISTRATIVE ARRANGEMENT

1. Upon request by either Party, the appropriate competent authorities of the Parties shall (i) establish an Administrative Arrangement by mutual consent in order to provide for the effective implementation of the provisions of this Agreement, and (ii) provide a report annually on the status of all inventories subject to this Agreement.
2. The principles of proportionality, fungibility, and equivalence shall apply to nuclear material and moderator material subject to this Agreement. Detailed provisions for applying these principles shall be set forth in the Administrative Arrangement.
3. The Administrative Arrangement established pursuant to this Article may be amended in writing by the appropriate competent authorities of the Parties.

## ARTICLE 14 - ENTRY INTO FORCE AND DURATION

1. This Agreement shall enter into force on the date of the last written note, in an exchange of diplomatic notes between the Parties, indicating completion of their internal procedures necessary for its entry into force.

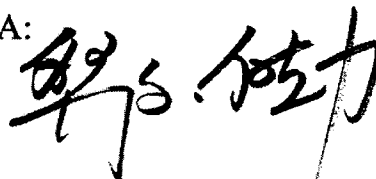
2. This Agreement shall remain in force for a period of 30 years unless terminated by either Party on at least one year's written notice to the other Party.
3. The 1985 Agreement, including paragraph 2 of Article 10 thereof, shall terminate on the date this Agreement enters into force.
4. Cooperation under the 1985 Agreement shall continue in accordance with the provisions of this Agreement. All the provisions of this Agreement shall apply to material, equipment, components, information and technology which were subject to the 1985 Agreement immediately prior to its termination.
5. Notwithstanding Article IX.1 of the Implementing Arrangement, the Implementing Arrangement shall not terminate upon the termination or expiration of the 1985 Agreement, and cooperation under the Implementing Arrangement shall continue under and be governed by, *mutatis mutandis*, the provisions of this Agreement.
6. Notwithstanding Article I.2 of the PUNT Agreement, cooperation under the PUNT Agreement shall continue under and be governed by, *mutatis mutandis*, the provisions of this Agreement.
7. Notwithstanding the termination or expiration of this Agreement or any cessation of cooperation hereunder for any reason, Articles 5, 6, 7, 8, and 9 and the Agreed Minute 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 items are no longer usable for any nuclear activity relevant from the point of view of international safeguards or have become practicably irrecoverable, or in the case of equipment or components, are no longer usable for nuclear purposes.
8. Either Party may propose an amendment by means of written notice through diplomatic channels to the other Party. Amendments to this Agreement shall enter into force according to the procedure stipulated in paragraph 1 of this Article.

DONE at Beijing, this 13th day of April, 2015, in duplicate, in the Chinese and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA:



FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF  
CHINA:



## AGREED MINUTE

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

### **Coverage of Agreement**

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

With respect to the definition of "Restricted Data" in paragraph 22 of Article 1 of the Agreement, it is the understanding of the Parties that all information on the use of special fissionable material in the production of energy from standard civilian reactors has been declassified or removed from the category of "Restricted Data".

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

### **Safeguards**

If either Party becomes aware of circumstances referred to in paragraph 3 of Article 9 of the Agreement, either Party shall have the rights listed below, which rights shall be suspended if both Parties agree that the need to

exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 3 of Article 9 of the Agreement:

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

(3) To designate personnel acceptable to the other Party (hereinafter "the safeguarded Party"), who shall have access to places and data necessary to account for the nuclear material referred to in paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install essential devices and make such independent measurements as may be deemed necessary to account for such nuclear material. The safeguarded Party shall not unreasonably withhold its acceptance of personnel designated by the Party exercising its rights under this paragraph. Such personnel shall, if either Party so requests, be accompanied by personnel designated by the safeguarded Party.

### **Byproduct Material**

The Parties agree that reporting and exchanges of information on byproduct material subject to the Agreement shall be carried out under the Administrative Arrangement and shall be limited to the following:

(1) Both Parties will comply with the provisions as contained in the IAEA document GOV/1999/19/Rev.2, with regard to byproduct material subject to the Agreement.

(2) With regard to tritium subject to the Agreement, the Parties shall exchange annually information pertaining to its disposition for peaceful purposes consistent with Article 8 of this Agreement.

## **Retransfers**

1. In accordance with paragraph 2 of Article 5 of the Agreement, prior to the transfer of any material, equipment, or components (collectively, "items"), or any technology or information subject to the Agreement by either Party to a specific third country or a destination beyond the other Party's territorial jurisdiction, the Party proposing to make the transfer ("the transferring Party") shall request the written consent of the other Party ("the non-transferring Party") to the transfer of the specified items, technology or information to the identified third country or destination. Prior to any such transfer of items, technology, or information subject to this Agreement, the Parties shall by mutual agreement define the conditions ("transfer conditions") in accordance with which such items, technology, or information may be transferred to the jurisdiction of a third country or destination beyond the territorial jurisdiction of the transferring Party. Any transfer to which the non-transferring Party consents in writing shall be subject to the transfer conditions agreed to by the Parties.
2. The transferring Party shall ensure prior to the transfer that the appropriate governmental authority in the identified third country or destination beyond the transferring Party's territorial jurisdiction is informed that the technology, information, or items being transferred are under obligation to the non-transferring Party under the Agreement.
3. Each Party shall keep and provide to the other Party an annual inventory of all technology or other information transferred to a third country or destination beyond the transferring Party's territorial jurisdiction pursuant to the Agreement.
4. The Parties agree to enhance their efforts, working together, to familiarize commercial entities in their respective countries about the requirements of the Agreement as well as national export controls and policies applicable to exports and imports subject to the Agreement.

## **Technology and Information Exchanges**

1. The Parties agree to implement a process, described below, for obtaining government assurances needed for certain technology or information transfers as described in this Agreed Minute and further

identified in the Administrative Arrangement to be established pursuant to this Agreement by appropriate competent authorities of the Parties.

Transfers of certain technology or information for inclusion on the Pre-Approved Activity and Nuclear Technology List described in subparagraph b of this paragraph shall be jointly identified by the appropriate competent authorities of the Parties.

a. When a Party ("the Supplier Party") authorizes a transfer of technology or information on the Pre-Approved Activity and Nuclear Technology List to a recipient on the Pre-Approved Entity List described in subparagraph b of this paragraph, the Supplier Party shall notify the other Party and the other Party shall confirm in writing to the Supplier Party its awareness of the transfer or activity authorized.

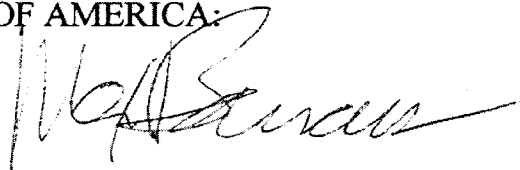
b. The Pre-Approved Activity and Nuclear Technology List and the Pre-Approved Entity List shall be jointly developed by the appropriate competent authorities of the Parties, and jointly reviewed and, as necessary, revised on a yearly basis.

c. To be eligible for inclusion on the Pre-Approved Activity and Nuclear Technology List, technology or information shall fall within one of the following categories of the Nuclear Suppliers Group's Trigger List (IAEA INFCIRC/254/Part 1, as amended):

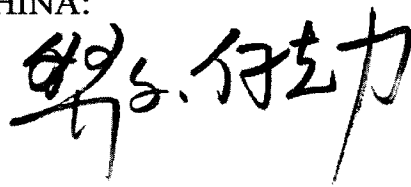
- i. Nuclear Reactors and equipment therefor;
- ii. Plants and equipment for the conversion of nuclear material; or
- iii. Nuclear fuel fabrication not containing plutonium.

2. In any case where one Party authorizes the transfer pursuant to this Agreement of technology or information listed on the Pre-Approved Activity and Nuclear Technology List to the other Party or its authorized recipients, any material or equipment produced through the use of the transferred technology or information shall be subject to the conditions in Articles 7, 8, and 9 of the Agreement.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA:



FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC  
CHINA:



# 美利坚合众国政府和中华人民共和国政府 和平利用核能合作协定

美利坚合众国政府和中华人民共和国政府（下称“双方”），  
期望在互相尊重主权、互不干涉内政和平等互利的基础上，在  
和平利用核能方面建立广泛的合作；

注意到这是两个有核武器国家之间的合作；

注意到一九八五年七月二十三日在华盛顿签订的《美利坚合众  
国政府和中华人民共和国政府和平利用核能合作协定》（“《1985 年协  
定》”）；

认识到美利坚合众国和中华人民共和国之间在平等基础上扩大  
和增进合作将有助于加强国际稳定、促进政治和经济发展；

考虑到美利坚合众国和中华人民共和国在利用核能发电、核工  
业和科研发展方面已经达到先进水平，并且在安全、保护公众与环  
境方面有着朝更高水平发展的共同目标；

注意到一九九八年六月二十九日在北京签订的《美利坚合众国  
能源部和中华人民共和国国家发展计划委员会和平利用核技术合作  
协定》（“《核技术合作协定》”）；

注意到二〇〇三年九月十二日双方关于核技术转让担保谅解的



外交换文（“《2003 年换文》”）；

注意到二〇〇六年十二月十六日在北京签订的《美利坚合众国政府和中华人民共和国政府关于在中国合作建设先进压水堆核电项目及相关技术转让的谅解备忘录》；

注意到二〇〇七年九月十八日在维也纳签订的《美国-中国双边民用核能合作行动计划》；

注意到二〇一三年十一月二十二日在华盛顿和二〇一三年十二月九日在北京签署的《美利坚合众国政府和中华人民共和国政府关于在〈美利坚合众国政府和中华人民共和国政府和平利用核能合作协定〉项下的执行安排》（“《执行安排》”）；

认识到国际合作在推动和平利用核能方面的重要性，并注意到双方意图酌情独自或共同开展安全可靠民用核能项目的合作并遵从国际原子能机构（“机构”）保障监督；

注意到美利坚合众国和中华人民共和国均是一九六八年七月一日《不扩散核武器条约》（“《条约》”）的缔约国以及各自在《条约》下的权利和义务；

重申各自承诺，确保出于和平目的核能国际开发与利用都是在最大程度落实《条约》目标的安排之下开展的；

确认对于包括附加议定书在内的机构保障监督体系的支持；

确认他们支持机构的目标和《规约》，并遵守核供应国集团准则；

希望在稳定、可预期、可信赖的基础上，开展和平利用核能领域的开发、利用和控制合作；

注意到和平核活动必须在考虑保护国际环境不受放射性、化学和热污染的前提下开展；

特别确认关于从事安全、可靠、环境可持续民用核能和平发展的目标，并通过有助于核不扩散和国际保障监督的方式实现；

注意到双方对可控热核聚变领域的科研开发具有共同的兴趣，包括多边合作；

达成协议如下：

### **第一条 定义**

为本协定和商定纪要之目的，下列术语应当有如下含义：

（一）“商定纪要”系指本协定附件中的纪要，是本协定的完整组成部分。

（二）“主管部门”系指双方政府分别指派执行本协定的政府部门。对中华人民共和国政府而言，主管部门是中国国家能源局和中国国家原子能机构；对美利坚合众国政府而言，主管部门是美国国务院、美国能源部和美国核管理委员会。任一方可书面通知对方调整或额外增加一个或多个主管部门。

（三）“人员”系指任一方管辖下的任何个人或实体，但不包括本协定的双方。

（四）“反应堆”系指除核武器或其他核爆炸装置以外，任何利用铀、钚、钍及其混合物维持自持链式裂变反应的装置，或双方同意指称的任何其他装置。

(五)“设备”系指任何完整的反应堆(除主要为生产钚或铀-233而设计或使用的反应堆以外)、压力容器、加热管、完整的反应堆控制棒系统、主冷却剂泵、在线换料机构,或双方同意指称的其他物项。

(六)“部件”系指设备的组成部分,或双方同意指称的其他物项。

(七)“源材料”系指同位素混合为天然丰度的铀,同位素铀-235贫化的铀,钍,形态为金属、合金、化合物或精矿的任何上述物质,含有上述一种或数种物质且其浓度为机构理事会随时确定的任何其它材料,以及机构理事会随时确定或双方相关主管部门同意指称的其他此类材料。机构理事会根据机构《规约》第二十条所做出的任何定义或对“源材料”材料清单的修订,只有在本协定的双方均以书面方式相互通知接受该修订时,方可在本协定项下生效。

(八)“特种裂变材料”系指钚、铀-233、铀-233 或铀-235 丰度提高的浓缩铀、含有上述一种或多种物质的任何材料以及机构理事会随时确定或双方相关主管部门同意指称的其他此类物质。“特种裂变材料”不包含源材料。机构理事会根据机构《规约》第二十条所做出的任何定义或对“特种裂变材料”材料清单的修订,只有在本协定的双方均以书面方式相互通知接受该修订时,方可在本协定下生效。

(九)“核材料”系指源材料和特种裂变材料。

(十)“慢化剂材料”系指重水、石墨、铍,或双方同意指称的

其他物质，其纯度适合用在反应堆中慢化高速中子并增加进一步裂变的可能性。

（十一）“副产品”系指在生产或使用特种裂变材料过程中因暴露在放射条件下而生成的或产生放射性的任何放射性材料（特种裂变材料除外）。

（十二）“低浓铀”系指同位素铀-235 含量低于百分之二十的浓缩铀。

（十三）“高浓铀”系指同位素铀-235 含量大于或等于百分之二十的浓缩铀。

（十四）“材料”系指核材料、慢化剂材料、副产品材料、副产品材料以外的放射性同位素，或双方同意指称的其他物质。

（十五）“转化”系指核燃料循环中燃料制造之前、除浓缩之外的任何常规操作，在此过程中铀的化学形态发生变化，例如从六氟化铀转化为二氧化铀，或从铀的氧化物转化为金属铀。

（十六）“退役”系指在一处设施使用寿命结束时采取的结束该设施服役状态的活动，在此期间要为退役工作者和公众的健康与安全以及环境提供充分保护。此项活动的范围可包括从关闭设施、少量移除核材料、持续维护与监视，到完全移除残留放射性，使其不超过无限制使用该设施及其厂址所能要求的水平。

（十七）“技术”系指与设计、开发、生产、运行、维护、关闭或退役反应堆、设备或部件相关的具体信息。

（十八）“信息”系指在本协定下提供或交流的科学、商业或技

术数据，或双方或其主管部门同意酌情指称的任何形式信息。

(十九)“敏感核设施”系指任何以铀浓缩、核燃料后处理、重水生产或含钚核燃料制造为主要目的而设计或使用的设施。

(二十)“主要关键部件”系指运行敏感核设施必不可少的任何单个或一组零件。

(二十一)“敏感核技术”系指与任何未公开并且与任何敏感核设施的设计、建设、制造、运行或维护相关的信息(包括设备或重要部件中包含的信息)，或双方同意指称的任何其他此类信息。

(二十二)“受限数据”系指所有涉及(1)设计、制造或使用核武器，(2)生产特种裂变材料，或(3)利用特种裂变材料生产能源的数据，但不包括一方已解密或已从受限数据类别中剔除的数据。

(二十三)“和平目的”包括将信息、技术、材料、设备和部件用于研究、发电、医学、农业和工业等领域，但不包括在任何核爆炸装置中使用或用于研究、开发任何核爆炸装置，或者用于任何军事目的。

## **第二条 合作范围**

一、双方应根据本协定的规定和各自适用的条约、国内法律、法规和许可要求，开展和平利用核能合作。

二、本协定项下合作的具体领域、内容、细节和条件可由双方相关主管部门在本协定的条款和条件范围内进行协商，并以书面协议方式予以确定。

三、本协定项下转让材料、设备、部件、技术和信息可直接由双方或通过被授权人员执行。此类转让应受本协定及双方同意的附加条款和条件约束。

### **第三条 技术和信息的转让**

一、依照本协定，和平利用核能相关的技术和信息可以转让。技术和信息转让可通过多种方式实现，包括报告、数据库、计算机程序、会议、参观，以及指派雇员到设施工作。涉及领域可包括但不限于以下方面：

（一）开发、设计、建设、运行、维护和使用反应堆，反应堆实验和退役；

（二）在物理和生物学研究、医学、农业和工业中使用材料；

（三）开展燃料循环研究以探索满足未来世界范围民用核需求的途径，包括通过多边途径保障核燃料供应和核废物管理的适用技术；

（四）开发先进燃料和材料，如结构、部件、吸收体、电子线路和包壳的材料；

（五）开发先进的燃料循环和燃料制造技术；

（六）利用计算机模拟仿真和建模，提升核反应堆和核燃料安全的技术水平；

（七）核材料、设备与部件的保障监督与实物保护；

（八）上述合作相关的健康、安全与环境考虑；

(九) 评估核电在国家能源规划中可能发挥的作用。

二、本协定不要求转让双方各自条约、国内法律或法规不允许转让的任何技术或信息。

三、本协定项下转让技术和信息应按照《2003 年换文》附件中的“核技术转让担保原则途径”执行，并根据本协定商定纪要“技术与信息交换”章节中提及的特定技术和信息予以调整。

四、本协定项下不应转让受限数据。如果本协定的修订案另有规定，本协定项下可以转让敏感核技术。

#### **第四条 材料、设备和部件的转让**

一、材料、设备和部件可根据本协定转让使用。除本条第四款规定外，本协定项下转让的特种裂变材料应当是低浓铀。

二、低浓铀的转让方式包括但不限于出售、租赁，可用作反应堆和反应堆实验的燃料，可用于转化或制造，或用于双方同意的其他目的。

三、本协定项下转让特种裂变材料的数量应当由双方同意，并且是下列目的必需的数量：反应堆装料或用于反应堆实验，此类反应堆有效连续运行或开展此类反应堆实验，或实现双方同意的其他此类目的。

四、少量特种裂变材料可转让用作样品、标准、探测器、靶件或放射源，以及双方同意的其他类似目的。

五、如果本协定的修订案另有规定，本协定项下可以转让敏感

核设施和主要关键部件。

## **第五条 贮存和再转让**

一、按照本协定转让的、通过使用本协定项下转让的材料或设备生产的或在其中使用的钚和铀-233（包含在辐照燃料元件中的除外）以及高浓铀应当只贮存在双方同意的设施中。

二、除非双方同意，按照本协定转让的材料、设备、部件、技术和信息，以及通过使用任何此类材料、设备、技术或信息生产的任何特种裂变材料不应转让给非授权人员或转让至接收方管辖领土之外。

三、为了便于乏燃料、核材料或核相关废物管理，若美利坚合众国政府同意并确定了贮存或处置方案，按照本协定转让或通过使用转让设备或部件生产的材料可转让至美利坚合众国。若转让至美利坚合众国，双方应制定相应执行安排。

## **第六条 后处理，其他形态或成分变化，浓缩**

一、除非双方同意，按照本协定转让的核材料、通过使用本协定项下转让的材料或设备生产的或在其中使用的核材料不应进行后处理或改变其形态或成分（辐照或进一步辐照除外）。

二、双方准许对方对按照本协定转让的核材料、通过使用转让材料或设备生产的或在其中使用的核材料进行后处理或改变其形态或成分。为了行使该权利，双方应商定相关安排和程序，并按此开



展后处理或改变形态或成分的操作。双方同意，在本协定约束下对核材料进行后处理或改变其形态或成分，应仅限在实施机构保障监督的设施进行。如果此类设施不存在，或如果双方适当主管部门书面同意现有受保障设施对受本协定约束核材料进行后处理或改变形态或成分的能力不足或不适合对此类核材料进行后处理或改变形态或成分，此种情况下，对本协定约束核材料进行后处理或改变形态或成分的操作可依照本协定第九条第一款提及的与机构缔结的保障监督协定在已具有资格得到机构保障监督的设施进行。这些安排和程序应包括本协定第七条关于实物保护标准、第五条关于贮存标准、第十一条关于环境标准的规定，以及双方同意的其他类似规定。通过本条中双方同意开展的后处理或改变形态或成分操作分离出的任何核材料只能在双方相关主管部门书面同意的设施使用。

三、双方将致力于按各自国内民用核燃料循环决策，对分离出并接受保障监督的钚进行管理。在管理分离出并接受保障监督的钚时，双方应考虑以下因素：要避免提升核扩散风险；要保护环境、作业者和公众；将核材料用于进一步生产能源的潜力；平衡供需的重要性，包括民用核运行相应合理周转库存的需求。

四、为本协定的目的，双方同意将转化、铀-235 丰度浓缩至低于百分之二十、制造低浓铀燃料，辐照或进一步辐照、辐照后检验、混合或稀释铀用于生产低浓铀以及从辐照靶中分离放射性同位素作为许可的改变形态或成分方式。

## **第七条 实物保护**

一、对于按照本协定转让的核材料和设备，以及通过使用本协定项下转让的材料或设备生产的或在其中使用的特种裂变材料，应维持充分的实物保护。

二、为遵守本条第一款的要求，各方应依照(1)至少与机构文件《核材料和核设施的实物保护》(INFCIRC/225/Rev. 5)及双方同意的该文件后续修订本所推荐相当的实物保护水平，(2)1979年10月26日缔结的《核材料实物保护公约》及双方同意生效的任何修订案的规定，采取最低限度的措施。

三、经任一方要求，双方应就按照本条维持的实物安保措施是否充分进行磋商。

四、双方应通过外交途径相互告知负责确保其领土内或其管辖、控制下的核材料得到充分实物保护，以及负责协调应对受本条约束的核材料被擅自使用或处理的情况及追回工作的组织或机构。双方还应在各自主管部门中指定联络点，并通过外交途径告知对方，以便双方就国外运输和共同关注的其他问题开展合作。

五、执行本条有关规定，应避免不恰当地妨碍双方核领域活动，并采用谨慎管理的做法以安全、经济地开展其核领域项目。

## **第八条 非爆炸或军事应用**

一、按照本协定转让的材料、设备、部件、技术和信息，以及通过使用本协定项下转让的材料、设备、部件、技术或信息生产的

或在其中使用的材料不得用于任何核爆炸装置，不得用于任何核爆炸装置的研究或开发，不得用于任何军事目的。

二、军事目的不应包括通过电网向军事基地送电、生产在军队医院用于医疗目的的放射性同位素，以及双方同意的其他类似目的。

### **第九条 保障监督**

一、按照本协定转让至中华人民共和国的核材料，以及通过使用本协定项下转让的材料、设备、部件、技术或信息生产的或在其中使用的任何核材料，应受 1988 年 9 月 20 日签署、1989 年 9 月 18 日生效的《中华人民共和国和国际原子能机构关于在中国实施保障的协定》（机构文件 INFCIRC/369，“《中国和机构保障监督协定》”）及其 2002 年 3 月 28 日生效的附加议定书约束。

二、按照本协定转让至美利坚合众国的核材料，以及通过使用本协定项下转让的材料、设备、部件、技术或信息生产的或在其中使用的任何核材料，应受 1977 年 11 月 18 日签署、1980 年 12 月 9 日生效的《美利坚合众国和国际原子能机构关于在美利坚合众国实施保障的协定》（机构文件 INFCIRC/288，“《美国和机构保障监督协定》”）及其 2009 年 1 月 6 日生效的附加议定书约束。

三、在本条第一款提及的《中国和机构保障监督协定》或本条第二款提及的《美国和机构保障监督协定》不能执行的情况下，双方应磋商并建立一种双方均能接受且符合两国根据《条约》明确的有核武器国家地位的变通方式，代替上述协定。

四、本条有关规定的实行，应避免妨碍、耽搁或过度影响双方核领域活动，并采用谨慎管理的做法以安全、经济地开展其核领域项目。

### **第十条 多边供应商管控**

如果任一方与其他国家或国家集团达成协议，就受本协定约束的材料、设备、部件、技术或信息，向该国或该国家集团赋予了与第五条或第六条规定内容部分或全部相当的权利，经任一方要求，双方可同意该国或该国家集团行使任何相关的权利。

### **第十一条 磋商和环境保护**

一、应任一方要求，双方应就本协定的执行和在和平利用核能领域开展进一步合作的问题进行磋商。

二、双方应就本协定项下活动进行磋商，以确定该活动对国际环境的连带影响，并就保护国际环境不因本协定项下和平核能活动而受到放射性、化学或热污染，以及与健康和安全相关事宜进行合作。

### **第十二条 争议解决**

双方应以解决争议为目的，及时磋商对本协定规定的解释和执行存在的争议。如果一方不遵守本协定的规定，双方应立即就此问题举行磋商。双方谅解，此时另一方有权暂时中止或终止本协定项下的进一步合作。

### 第十三条 行政安排

一、应一方要求，双方相关主管部门应(1)制定一份双方同意的行政安排，以便有效执行本协定的规定，(2)提供一份受本协定约束的所有库存状态的年度报告。

二、均衡、等量和替代原则应适用于受本协定约束的核材料和慢化剂材料。应用这些原则的具体条款应在行政安排中予以规定。

三、按照本条制定的行政安排可由双方相关主管部门以书面形式予以修改。

### 第十四条 生效和有效期

一、本协定自双方就此交换的最后一份书面外交照会发出之日起生效，该照会表明双方已完成本协定生效所需的国内程序。

二、本协定有效期为 30 年，除非任一方提前至少一年书面通知对方终止本协定。

三、《1985 年协定》包括其中第十条第二款应自本协定生效之日起终止。

四、《1985 年协定》项下合作应继续按照本协定规定执行。在《1985 年协定》终止时，本协定的所有规定应立即适用于受《1985 年协定》约束的材料、设备、部件、信息和技术。

五、尽管有《执行安排》第九条第一款，《执行安排》不应在《1985 年协定》失效或终止时终止。《执行安排》项下的合作应归于本协定规定（经必要修改）的管辖之下而得以继续。

六、尽管有《核技术合作协定》第一条第二款，《核技术合作协定》项下的合作应归于本协定规定（经必要修改）的管辖之下而得以继续。

七、在本协定终止、到期或因任何原因中断合作的情况下，只要受第五条、第六条、第七条、第八条、第九条和商定纪要约束的任何材料、设备或部件仍在这一方领土之内或仍受其管辖、控制，上述条款应继续有效，直到双方同意这些物项从国际保障监督角度考虑已经无法再用于任何核活动、或实际上已经不可回收利用、或设备或部件无法再用于核目的时为止。

八、任一方可通过外交途径以书面方式向另一方提出修正案。本协定的修正案应根据本条第一款规定的程序生效。

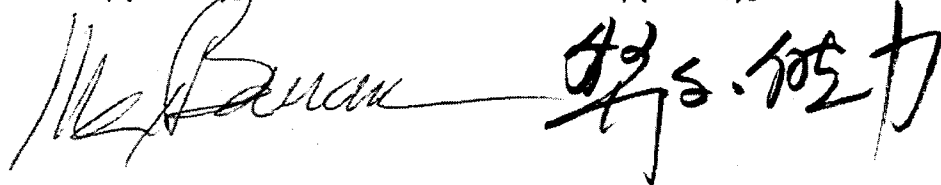
本协定于二〇一五年四月十三日在北京签订，一式两份，用中文和英文写成，两种文本同等作准。

美利坚合众国政府

中华人民共和国政府

代 表

代 表

The image shows two handwritten signatures. The signature on the left is in cursive and appears to be 'M. Banu'. The signature on the right is in Chinese characters and appears to be '李士. 能力'.

## 商定纪要

在磋商今天签署的《中华人民共和国政府和美利坚合众国政府和平利用核能合作协定》（“《协定》”）过程中，达成以下谅解，并作为《协定》的完整组成部分。

### 《协定》适用范围

从一方领土转让到另一方领土的材料、设备、部件、技术和信息，无论直接转让或通过第三国转让，只有在接收方主管部门向供应方主管部门确认该材料、设备、部件、技术或信息受《协定》约束，才应认作是根据《协定》转让的。

关于《协定》第一条第二十二款中“受限数据”的定义，双方谅解，使用特种裂变材料在标准民用反应堆中生产能源的所有信息已经解密或从“受限数据”类别中剔除。

为行使《协定》第五条、第六条规定的权利，对于通过使用根据《协定》转让的核材料生产的，但不是通过使用根据《协定》转让的设备、技术、信息生产的或在其中使用的特种裂变材料，实际操作中，上述权利应适用于部分所生产的特种裂变材料，该部分的比例等于生产特种裂变材料时使用的转让核材料在所用核材料总量中所占比重，后续产物的比例也依此法类推。

### 保障监督

如果任一方认为存在《协定》第九条第三款的情形，任一方应享有如下权利，但如果双方同意，行使该权利的需要已通过执行按照《协定》第九条第三款安排的机构保障监督得以满足，则该权利应予中止：

（一）及时审查任何按照《协定》转让的设备的设计，或任何通过使用按照《协定》转让的任何技术或信息生产的设备的设计；及时审查任何用于使用、制造、处理或贮存如此转让的任何核材料的设施的设计，或任何通过使用此类材料或设备生产的或在其中使用的核材料。

（二）要求编制和提交记录及相关报告，以便协助确保对按照《协定》转让的核材料及通过使用如此转让的任何材料或设备生产的或在其中使用的任何核材料进行衡算。

（三）指定另一方（下称“受保障监督方”）能够接受的职员，为计算第二款提及的核材料，能够前往相关地点并查阅计算第二款提及的核材料所必需的数据，检查第一款提及的任何设备或设施，并安装必要装置和进行确信是是计算此类核材料所必需的独立测量。受保障监督方不应无理拒绝接受本款项下实施保障监督权一方所指定的职员。如果任一方要求，该职员应由受保障监督方指定的职员陪同。

## 副产品材料

双方同意，报告和交流受《协定》约束的副产品材料的信息应



在行政安排框架内进行，并仅限于如下内容：

（一）对于受《协定》约束的副产品材料，双方将遵守机构文件 GOV/1999/19/Rev. 2 中包含的规定。

（二）对于受《协定》约束的氟，双方应按照《协定》第八条，每年交流和平目的进行的氟处置情况。

### 再转让

一、按照《协定》第五条第二款，任一方在向指定的第三国或另一方管辖领土之外的目的地转让任何受《协定》约束的材料、设备或部件（统称“物项”），或技术、信息之前，意图进行转让的一方（“转让方”）应向另一方（“非转让方”）请求关于允许向指定的第三国或目的地转让具体物项、技术或信息的书面同意。在转让任何受《协定》约束的物项、技术或信息之前，双方应就具体条件（“转让条件”）达成协议，据此，上述物项、技术或信息可以转让到转让方管辖领土之外的第三国或目的地。任何非转让国书面同意的转让行为均应满足双方同意的转让条件。

二、转让方在转让之前，应确保转让方管辖领土之外的指定第三国或目的地有关政府部门已经知悉转让的技术、信息或物项要履行《协定》项下的义务。

三、各方应根据《协定》保持并每年向另一方提供所有转让至转让国管辖领土之外第三国或目的地的技术或其他信息的年度盘点清单。

四、双方同意加强合作，帮助各自国家的商业实体熟悉《协定》有关要求，以及适用于受《协定》约束的进出口活动的国家出口控制规定和政策。

## 技术和信息交流

一、双方同意实施以下程序，以便获得本商定纪要提及转让特定技术或信息所需的政府担保，该政府担保将在根据《协定》建立的行政安排中由双方相关主管部门进一步明确。包含在本节第二段所提及《预先批准活动和核技术清单》中的特定技术或信息转让应由双方相关主管部门共同确定。

（一）当一方（“供应方”）授权将《预先批准活动和核技术清单》中的技术或信息转让至本节第二段所提及《预先批准实体清单》中的接收者时，供应方应通知另一方，另一方应向供应方书面确认其知晓此项转让或授权活动。

（二）《预先批准活动和核技术清单》和《预先批准实体清单》应由双方相关主管部门共同制定、审阅并根据需要进行年度修订。

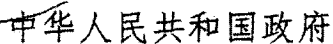
（三）能够包含在《预先批准活动和核技术清单》中的技术或信息应属于《核供应国集团触发清单》（机构文件 INFCIRC/254/Part 1）的下列类别之一：

1. 核反应堆及其设备；
2. 核材料转化厂和设备；
3. 不含钚的核燃料制造。

二、任何情况下，当一方根据《协定》授权将《预先批准活动和核技术清单》中的技术或信息转让至另一方或其授权接收者时，任何通过使用转让技术或信息生产的材料或设备应受《协定》第七条、第八条和第九条的条件约束。

  
美利坚合众国政府

代 表

  
中华人民共和国政府

代 表

