



OPCW

Conference of the States Parties

Fourth Session
28 June - 2 July 1999
Agenda Item 11

C-IV/DEC.13
29 June 1999
Original: ENGLISH

DECISION

MODEL FACILITY AGREEMENT FOR CHEMICAL WEAPONS PRODUCTION FACILITIES

The Conference

Recalling that, in accordance with paragraph 8 of Part III of the Verification Annex, facility agreements shall be based on models for such agreements;

Recalling that the issue of model facility agreements was referred by the Conference to the Committee of the Whole (C-I/2, dated 12 May 1997);

Further recalling its decision on the procedure for addressing unresolved issues during the third intersessional period (C-III/DEC.11, dated 20 November 1998);

Taking note of the decision taken by the Executive Council on the model agreement for chemical weapons production facilities (EC-XV/DEC.8, dated 29 April 1999);

Taking note of the report submitted to it by the Chairman of the Committee of the Whole on the results of the work on unresolved issues during the third intersessional period (this document will be allocated a reference number when it is made available to delegations);

Hereby:

Decides to adopt the model facility agreement for chemical weapons production facilities as contained in the annex hereto;

Further decides to remove the issue of the model facility agreement for chemical weapons production facilities from the list of unresolved issues.

Annex:

Model facility agreement for chemical weapons production facilities

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Annex

**MODEL FACILITY AGREEMENT FOR CHEMICAL
WEAPONS PRODUCTION FACILITIES¹**

¹ This model agreement is also applicable to chemical weapons production facilities in the process of conversion.

The Organisation for the Prohibition of Chemical Weapons, hereinafter referred to as the “OPCW”, and, hereinafter referred to as the “inspected State Party”, both constituting the Parties to this Agreement have agreed on the following arrangements in relation to the conduct of systematic verification in accordance with Article V of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and of their Destruction, hereinafter referred to as the “Convention”, and Parts II, III, and V of its Annex on Implementation and Verification, hereinafter referred to as the "Verification Annex", at the, Geographic Co-ordinates:, declared under Article III, paragraph 1 (c)(ii), and paragraph 1 of Part V of the Verification Annex of the Convention, hereinafter referred to as the “facility”:

Section 1. General provisions

1. The purpose of this Agreement is to facilitate the implementation of the provisions of the Convention in relation to systematic verification, especially on-site inspection conducted at the facility pursuant to paragraph 6 of Article V and paragraphs 48 to 57 [and 73 and 79 to 85]² of Part V of the Verification Annex of the Convention and in accordance with the respective obligations of the inspected State Party and the OPCW under the Convention.
2. Nothing in this Agreement shall be applied or interpreted in a way that is contradictory to the provisions of the Convention. In case of inconsistency between this Agreement and the Convention, the Convention shall prevail.
3. The Parties have agreed to apply for planning purposes the general factors contained in Attachment 1 to this Agreement.
4. In case of any development due to circumstances brought about by unforeseen events which could affect the conduct of systematic verification, the inspected State Party shall notify the OPCW and the inspection team as soon as the development has occurred.
5. The language for communication between the inspection team and the inspected State Party during inspections shall be _____ (one or more of the languages of the Convention).
6. In case of need for the urgent departure, emergency evacuation or urgent travel of inspector(s) from the territory of the inspected State Party the inspection team leader shall inform the inspected State Party of such a need. . The inspected State Party shall arrange without undue delay such departure, evacuation or travel. In all cases the inspected State Party shall determine the means of transportation and routes to be taken. The costs of such departure, evacuation or travel of inspectors, if due to health or administrative reasons not related to the inspection, shall be borne by the OPCW.

² Include second part if required for facilities to be converted for purposes not prohibited under the Convention.

7. Inspectors shall wear unique badges provided by _____, which must be worn at all times, as agreed, within the facility perimeter.

Section 2. Health and safety

1. Procedures to ensure health and safety during inspections are governed by the Convention, the OPCW Health and Safety Policy and Regulations and applicable national, local and facility safety and environmental regulations. Attachment 2 contains agreements addressing operational conflicts between health and safety requirements, standards, and procedures of the OPCW and those in force at the facility at specific locations. It also contains agreed circumstances where the health and safety requirements and standards at the facility, being more stringent than those of the OPCW Health and Safety Policy, will take precedence. Also, the agreed conditions and procedures for on-site sampling and analysis for purposes of personal safety of the inspection team are contained in Attachment 2, Part B, paragraph 4.
2. In carrying out its activities, the inspection team shall, in accordance with paragraph 43 of Part II of the Verification Annex, observe applicable national safety and environmental regulations and safety and environmental regulations established at the inspected facility including regulations for the protection of controlled environments within the inspected facility and for personal safety, if applicable, as well as any additional safety requirements referred to in paragraph 3 of this Section, provided that these requirements and standards can be technically complied with. These documents shall be made available to the inspection team as necessary, as soon as practically possible upon the inspection team's request, but in any case no later than by the end of the pre-inspection briefing.
3. In the course of the pre-inspection briefing the inspection team shall be briefed by the representatives of the inspected State Party on all health and safety matters which, in the view of those representatives, are relevant to the conduct of the inspection at the facility, including:
 - (a) full information on the health and safety requirements of the site identifying specific hazards and the likely risks associated with those hazards;
 - (b) information on any additional health and safety measures or requirements not contained in this Agreement that should be observed during a particular inspection;
 - (c) procedures to be followed in case of an accident or in case of other emergencies, including a briefing on emergency signals, routes and exits, and the location of emergency meeting points and facilities; and
 - (d) information on any areas within the facility in which, for reasons of safety, specific inspection activities or access must be limited during a particular inspection, detailing reasons for limiting inspection activities or access and alternatives to access, if any. This is without prejudice to the obligations of

the inspected State Party to provide access to the declared facility for the purpose of carrying out inspection activities, in accordance with the Convention.

Upon request, the inspection team shall certify receipt of any such information if it is provided in written form.

4. In the case of emergency situations or accidents involving inspection team members while at the facility, the inspection team shall comply with the facility emergency procedures and the inspected State Party shall to the extent possible provide medical and other assistance in a timely and effective manner with due regard to the rules of medical ethics if medical assistance is requested. Information on medical services and facilities to be used for this purpose is contained in Part D of Attachment 2 and in Part A of Attachment 13. If the Organisation undertakes other measures for medical support in regard to inspection team members involved in emergency situations or accidents, the inspected State Party will render assistance to such measures to the extent possible. The Organisation will be responsible for the consequences of such measures.
5. The inspection team shall refrain from any action during the course of an inspection which by its nature could endanger the safety of the team, the facility, its personnel, or cause harm to the environment. The inspected State Party may decline to conduct certain inspection activities, requested to be performed by the inspection team, if the inspected State Party considers that such activities could endanger the safety of the facility, its personnel, or the inspection team. In such cases, the inspected State Party shall explain the circumstances and safety considerations involved, and provide alternative means for accomplishing the inspection activities. This is without prejudice to the obligations of the inspected State Party to provide access to the declared facility for the purpose of carrying out inspection activities, in accordance with the Convention. The inspection team shall record any refusal of inspection activity, as well as inspection team comments and the inspected State Party's explanation, in the document on preliminary findings and in the final inspection report.
6. In accordance with the OPCW Health and Safety Policy, the inspected State Party may provide available data based on detection and monitoring, to the agreed extent necessary to satisfy concerns that may exist regarding the health and safety of the inspection team.
7. The inspected State Party shall have the opportunity to familiarise itself with the OPCW approved equipment, including the equipment listed in Part A of Attachment 7.

Section 3. Confidentiality

The confidentiality of information collected during the conduct of inspections is governed by the Convention, including its Confidentiality Annex, and the OPCW Policy on Confidentiality. The specific arrangements for implementing the provisions of the Convention

and the OPCW Policy on Confidentiality in relation to the protection of confidential information at the facility by the Organisation relating to information collected during the conduct of inspections, are contained in Attachment 3.

Section 4. Media and public affairs

The specific arrangements for the inspection team's contacts with the media or the public, if any, in relation to inspections of the facility are contained in Attachment 4.

Section 5. Equipment

1. As agreed between the inspected State Party and the Organisation, the approved equipment listed in Part A of Attachment 7, shall, at the discretion of the Organisation and on a routine basis, be used specifically for the inspection at the facility. The equipment will be used in accordance with the Convention, in particular with paragraph 40 of Part II of the Verification Annex, and the relevant decisions taken by the Conference of the States Parties, and any agreed procedures contained in Attachment 7.
2. The provisions of paragraph 1 above are without prejudice to paragraphs 27 to 29 of Part II of the Verification Annex.
3. The list of facility equipment to be provided as a matter of routine by the inspected State Party for use by the inspection team, or to be operated by the inspected State Party under the supervision of the inspection team is listed in Part B of Attachment 7 to this Agreement, with notation of the nature of and procedures for its operation and necessary support. Prior to any use of such equipment the inspection team may confirm that the equipment meets the technical requirements necessary to support the inspection task intended to be accomplished. With respect to personal protective equipment, the requirements specified in the OPCW Health and Safety Policy and Regulations apply. With respect to the use of equipment available on-site other than the equipment listed in Part B of Attachment 7, requests made by the inspection team in accordance with paragraph 30 of Part II of the Verification Annex shall be made in writing.
4. The existing monitoring instruments at the facility belonging to the inspected State Party that have been agreed by the Parties for use by the OPCW, if any, and agreed procedures for their installation, replacement, upgrades, modifications, use, calibration, maintenance and testing by the inspected State Party, as well as their tamper-proofing as required, are listed in Part B of Attachment 7 to this Agreement
5. The agreed monitoring instruments, if any, belonging to the OPCW to be installed at the facility, the agreed locations and procedures for their installation, replacement, upgrades, modifications, use, calibration, maintenance, testing and tamper-proofing as required, with indication of the agreed support by the inspected State Party, are listed in Part C of Attachment 7 to this Agreement.

6. The items of OPCW approved inspection equipment or supplies that require special handling or storage for safety purposes (such as agent standards or radioisotopic sources) are listed in Part D of Attachment 7 to this Agreement, with specification of special handling requirements.
7. The items of approved inspection equipment which may be subject to specific safety requirements are listed in Part D of Attachment 7 to this Agreement, with notation of the specific restrictions and the reasons for the restrictions.
8. For the entire period of its stay at the inspected facility the inspection team shall have the right to store its equipment in a securable work space(s) provided for the inspection team in accordance with Section 16 of this Agreement.
9. The inspection team, in cooperation with the inspected State Party shall decontaminate its equipment and supplies that were contaminated during the course of the inspection, in accordance with OPCW regulations and the inspected State Party's national and local regulations covering such activity. The inspection team may request decontamination support from the inspected State Party, including preparation of decontamination means and conduct of decontamination procedures. Any support provided by the inspected State Party shall be conducted in the presence of the inspection team, unless otherwise agreed upon, and in accordance with the specific arrangements for decontamination of equipment contained in Part E of Attachment 7 to this Agreement.

Section 6. Pre-inspection activities

1. Upon arrival at the facility and before commencement of an inspection, the inspection team shall, in accordance with paragraph 37 of Part II of the Verification Annex, be briefed by facility representatives on the facility. This briefing shall contain the following:
 - (a) an overview of the information contained in Attachments 2 and 5 to this Agreement, to include, inter alia, status of closure measures, and, for monitoring of destruction, results or plans for destruction during the period of this inspection, as applicable, with an emphasis on any changes to that information that have occurred since the most recent inspection;
 - (b) information on the activities which were carried out at the inspected facility pursuant to Section 6 and in accordance with Attachment 6 to this Agreement, that may have occurred since the last time the inspection team was present at the facility;
 - (c) specification of any health and safety measures or limitations required for conduct of inspection activities contained in Attachment 2 and as referred to in paragraph 5 of Section 2 of this Agreement, and in Part B of Attachment 14 with emphasis on measures or limitations changed since the most recent inspection; and

- (d) information on administrative, logistical, and communications arrangements in addition to those contained in Attachment 13 of this Agreement
2. The briefing shall not exceed 3 hours.
3. Upon conclusion of the pre-inspection briefing, the inspection team leader shall provide to the representative of the inspected State Party a tentative inspection plan to facilitate the conduct of the inspection. For the purpose of facilitating development of an inspection plan, and familiarising the inspection team with the general layout of the declared facility, the inspected State Party may provide the inspection team a tour of the declared facility, if possible and agreed. The tour will be limited to a visual drive-by tour with general explanation of the physical layout of the declared facility. The conduct of any such tour will be without prejudice to the 3-hour time limit for pre-inspection activities.
4. When more than one facility is to be inspected under a single mandate, a separate pre-inspection briefing will be presented prior to inspection of each declared facility, but not earlier than conclusion of discussions of the preliminary findings by the inspected State Party and the inspection team in accordance with Part II, paragraph 60 of the Verification Annex, unless otherwise agreed by both Parties.

Section 7. Information on the facility

1. Information on the facility as declared by the inspected State Party in its initial declaration or updated is referenced in Part A of Attachment 5 to this Agreement and shall be made available to the inspection team.
2. The inspected State Party shall also provide, as referenced in Part B of Attachment 5 to this Agreement, a detailed site diagram of the facility. The site diagram shall be drawn to scale, clearly showing the facility perimeter delineated where possible by using man-made or natural features; it shall include all road and rail exits; location of each structure situated within the facility with structure purpose, number, or designation indicated for each; significant geographical relief features in the vicinity of the facility; if the facility is situated within a larger complex, specification of the exact location within the larger complex; geographic co-ordinates of a point within the facility specified to the nearest second; an arrow indicating the orientation of the facility relative to true north; and a legend identifying all symbols used on the diagram and the scale used.
3. In addition to the information referred to in paragraphs 1 and 2 of this Section, the inspection team shall be provided with the information about the facility referenced in Part C of Attachment 5 of this Agreement.
4. The inspected State Party shall, in case of change(s) to the information referred to in this Section, inform the inspection team arriving for subsequent inspection about such change(s) during the pre-inspection briefing.

Section 8. Maintenance and other activities of the inspected State Party at the facility³

1. The following activities may be carried out at the facility between the time of closure and time of destruction of the facility by personnel from the inspected State Party:
 - (a) in accordance with paragraphs 15 to 17 of Part V of the Verification Annex, the standard maintenance activities contained in Part A of Attachment 6 to this Agreement; and
 - (b) in accordance with paragraph 14 of Part V of the Verification Annex, safety and physical security activities contained in Part B of Attachment 6 to this Agreement.
2. The inspected State Party shall submit, as part of its general and detailed plans for destruction, its plans for conducting maintenance activities at the facility in accordance with paragraph 16 of Part V of the Verification Annex.
3. No other activities unrelated to closure and destruction [or conversion] of the facility shall be conducted at the facility by personnel from the inspected State Party, except those activities listed in Part C of Attachment 6 to this Agreement.
4. Each activity conducted at the facility shall be recorded by the inspected State Party in a log-book kept at the facility for that purpose. The format of such a log-book is contained in Part D of Attachment 6 to this Agreement.
5. The inspected State Party shall:
 - (a) indicate entrance(s) that would be used for activities, as specified in Parts A, B and C of Attachment 6 to this Agreement;
 - (b) keep the log-book referred to in paragraph 4 of this Section;
 - (c) specifically indicate in the log-book each activity at the facility, which resulted in the intentional or non-intentional breakage of seals, and attach an explanation of the reasons and circumstances leading to such actions;
 - (d) secure the facility after having conducted the activity, including the building(s) within its declared perimeter or the existing perimeter within which the facility is located with lock and key. Key control shall be maintained by the facility and all entries shall be contained in the log-book to ensure no unauthorised access per Part D of Attachment 6 to this Agreement;

³ Not applicable to facilities whose conversion the Director-General has certified has been completed.

- (e) inform the OPCW, within the shortest time possible, of any breakage of seals and of subsequent measures taken to secure the facility; and
 - (f) present the log-book to the inspection team as a matter of routine during the pre-inspection briefing.
6. If access to the facility becomes necessary for reasons of safety, physical security or to prevent a hazard resulting from events unforeseen when the annual destruction plan was submitted, the inspected State Party shall:
- (a) have the right to, if necessary, break the existing seals, as appropriate;
 - (b) within the shortest time possible notify the OPCW about the breaking of seals, specifying which seals are to be or were broken and the reason for the immediate access to the facility;
 - (c) secure the facility and its declared perimeter or the facility and the existing perimeter of the production area within which the facility is located with lock and key and notify the OPCW about the measures taken to secure the facility. Key control shall be maintained by the facility to ensure no unauthorised access; and
 - (d) record the occurrence as under paragraph 5(c) of this Section.

Section 9. Agreed measures for facilities under conversion

1. Agreed measures for conversion, and agreed measures affecting the closure of the facility to ensure that there is no resumption of chemical weapons production, are contained in Attachment 15 to this Agreement. No other activities unrelated to conversion of the facility shall be conducted routinely at the facility by personnel from the inspected State Party except those referred to in Part C of Attachment 15 to this Agreement.
2. Attachment 15 to this Agreement applies to facilities planned for conversion or under the process of conversion, for purposes not prohibited under the Convention.

Section 10. Agreed measures for closure

In accordance with paragraph 13 of Part V of the Verification Annex, agreed measures undertaken for closure of the facility and securing the measures for closure are contained in Attachment 16 to this Agreement. These measures shall not be reversed except as part of the destruction of the facility.

Section 11. Conduct of the inspection

11.1 General

1. The period of inspection shall begin immediately upon completion of the pre-inspection activities.
2. Before the commencement of inspection activities, the inspection team leader shall inform the representative of the inspected State Party about the initial steps to be taken in implementing the inspection plan, the plan to be adjusted by the inspection team as circumstances warrant throughout the inspection process in consultation with the inspected State Party as to its implementability in regard to paragraph 40 of Part II of the Verification Annex. If requested, at the beginning of inspection activities, the inspected State Party may provide a tour of the facility.
3. The inspection team shall abide by paragraph 40 of Part II of the Verification Annex which reads: "The activities of the inspection team shall be so arranged as to ensure the timely and effective discharge of its functions and the least possible inconvenience to the inspected State Party or host State and disturbance to the facility or area inspected. The inspection team shall avoid unnecessarily hampering or delaying the operation of the facility and avoid affecting safety. In particular, the inspection team shall not operate the facility. If the inspection team considers that, to fulfil the mandate, particular operations should be carried out in the facility, it shall request the designated representative of the inspected facility to have them performed. The representative of the inspected State Party shall carry out the request to the extent possible."
4. The inspection team shall have the right to confirm the precise location of the facility, i.e., its declared geographic co-ordinates, utilising, as necessary, approved location-finding equipment or other suitable techniques.
5. The inspection team shall have the right to seal its workspace.
6. Pursuant to paragraph 45 of Part II, and paragraph 53 of Part V of the Verification Annex, the inspection team shall have the right to unimpeded access to the inspected facility including any munitions, devices, bulk containers, or other containers therein, as defined by the declared perimeter specified on the site diagram contained in Part B of Attachment 5 to this Agreement.
7. The inspection activities described in this Section shall be performed in accordance with paragraphs 14 to 16 of the Confidentiality Annex and the health and safety requirements specified in Section 2 and Attachment 2 to this Agreement.
8. While at the inspection site, inspectors shall be free to conduct: visual inspections, record checks, inventorying, measurements, sealing, tagging and marking, monitoring, and interviews. The team shall also be free to have photographs or images taken, or conduct other checks and activities consistent with the Convention, in accordance with agreed procedures detailed in this Section and the applicable attachments to this

Agreement.

9. In accordance with Paragraph 47 of Part II of the Verification Annex, inspection team members shall have the right to inspect documentation and records they deem relevant to the conduct of their mission.

11.2 Inspection of measures for closure⁴

The inspection team shall have the right to check, during an inspection with regard to the agreed measures for closure, in accordance with paragraph 13 of Part V of the Verification Annex, inter alia for the following:

- (a) absence of any personnel at the specialised buildings and at standard buildings of the facility, except for personnel carrying out agreed activities;
- (b) equipment directly related to the production of chemical weapons, including, inter alia, process control equipment and utilities, remains disconnected;
- (c) protective installations and equipment used exclusively for the safety of operations of the chemical weapons production facility have been decommissioned;
- (d) blind flanges and other devices installed to prevent the addition of chemicals to, or the removal of chemicals from, any specialised process equipment for synthesis, separation or purification of chemicals defined as a chemical weapon, any storage tank, or any machine for filling chemical weapons, the heating, cooling, or supply of electrical or other forms of power to such equipment, storage tanks, or machines have not been tampered with; and
- (e) rail, road and other access routes for heavy transport to the facility, except those required for agreed activities, have been interrupted

11.3 Confirmation of destruction

In accordance with paragraphs 27 and 56 of Part V of the Verification Annex and the detailed plan for the destruction, inspectors shall have the right to confirm that the chemical weapons production facility has been destroyed.

11.4 Access to and inspection of the facility

1. Pursuant to paragraph 45 of Part II and paragraph 53, and as applicable, paragraph 85, of Part V of the Verification Annex, the inspection team shall have unimpeded access to the inspected facility as defined by the declared perimeter specified on the site diagram contained in Part B of Attachment 5 to this Agreement.

⁴ Not applicable to facilities whose conversion the Director-General has certified has been completed.

2. In those areas defined in paragraph 1 of this Section to which unimpeded access shall be granted, the inspection activities described in this Section shall be performed in accordance with paragraphs 14 to 16 of the Confidentiality Annex and the health and safety requirements specified in Section 2 and Attachment 2 to this Agreement. Specific areas in which, for reasons of safety, inspection activity must be limited are identified in Part B of Attachment 14 to this Agreement with notation of the specific inspection activity that must be limited and reasons for the limitation.
3. In accordance with paragraph 85 of Part V of the Verification Annex, the inspection team shall also have managed access to the area of the plant site within which the facility is located. Such area is described in detail in Part A of Attachment 14 to this Agreement.
4. Inspectors shall have the right to observe all areas, all activities, and all items of equipment at the facility, and, in particular, as applicable:
 - (a) check information concerning destroyed structures, verify the destruction of such structures, and check information concerning equipment and its destruction;
 - (b) check on the nature of each facility operating at the site;
 - (c) verify the certification of the inspected State Party that no specialised equipment or specialised buildings are being used and that specialised equipment and specialised buildings have been rendered inactive;
 - (d) verify the implementation of the measures and procedures agreed under Section 8 of this Agreement; and
 - (e) verify that activities prohibited by the Convention are not carried out at this facility.

11.5 Access to and inspection of documentation and records

1. In accordance with Paragraph 47 of Part II of the Verification Annex, inspection team members shall have the right to inspect documentation and records they deem relevant to the conduct of their mission.
2. Without prejudice to this right, the inspected State Party shall make available to the inspection team upon request, as soon as possible, for the purpose of, inter alia, providing assurance that the status of the site is consistent with the declaration and that no activity prohibited under the Convention has occurred, the documentation and records, listed in Attachment 8 to this Agreement, that will be routinely required for the conduct of verification. Records on maintenance activities, as specified in Section 8 and in Attachment 6 to this Agreement shall also be made available on a routine basis. The information on the specific documentation and records that shall be available, as well as location and format of the records and other documentation is contained in Attachment 8 to this Agreement.

11.6 Interviews

The agreed procedures for interviews are contained in Attachment 9 of this Agreement.

11.7 Communications

1. In accordance with paragraph 44 of Part II of the Verification Annex the inspection team shall have the right throughout the in-country period to communicate with the Headquarters of the Technical Secretariat. For this purpose they may use OPCW approved equipment. The procedures governing the use of such equipment are contained in Part A of Attachment 7 to this Agreement. In case the inspection team and the inspected State Party agree to use any of the inspected State Party's communications equipment the list of such equipment and the provisions for its use are contained in Part B of Attachment 7 to this Agreement. The provision of communications services to the inspection team by the inspected State Party shall be in accordance with Attachment 13 to this Agreement.
2. The agreed means of communication between inspection team sub-groups are contained in Part F of Attachment 7 to this Agreement.

11.8 Photographs

1. Photographs shall be taken in accordance with paragraph 48 of Part II of the Verification Annex. The procedures for photography are contained in Attachment 10 to this Agreement.
2. One camera of the instant development type furnished by the inspection team shall be used for taking two identical photographs in numerical sequence.
3. The representative of the inspected facility has the right to object to the use of photographic equipment in specific areas, buildings or structures, if such use would be incompatible with safety or fire regulations given the characteristics of the chemicals stored in the area in question. The relevant restrictions on use of photographic equipment at the inspected facility are contained in Part C of Attachment 7 to this Agreement. If the objection is raised due to safety concerns, the inspected State Party will, if possible, furnish photographic equipment that meets the regulations. If the use of photographic equipment is not permissible at all in specific areas, buildings or structures for the reasons stated above, the inspected State Party shall provide a written explanation of its objection to the inspection team leader and propose an alternative. The explanation, along with the inspection team leader's comments will be included in the inspection team's preliminary findings and in the final inspection report.
4. The inspection team shall also have the right to have a photographic record of seals and tags it employs during the conduct of the inspection.

11.9 Seals, markers and other inventory control devices

1. In accordance with paragraph 45 of Part V of the Verification Annex, inspectors shall employ, as appropriate, agreed seals, markers, or other inventory control procedures to facilitate an accurate inventory of declared items.
2. In accordance with paragraphs 44(a) and (c), 49(a), (b) and (e) and paragraph 50 of Part V of the Verification Annex, the inspectors shall employ, as appropriate, tamper-indicating seals to prevent undetected reactivation of the facility.
3. Procedures for installation of these agreed seals, markers, and other devices are contained in Attachment 12 to this Agreement.
4. The list of seals left in place at the conclusion of the inspection, as agreed and required under the provisions of Part V of the Verification Annex, shall be attached to the document on preliminary findings.
5. Without prejudice to paragraph 6 of Section 8 above, seals, markers, and other inventory devices will only be applied, removed, and/or altered in the presence of representatives of the inspection team and inspected State Party.

11.10 Measurements

1. Measurements taken in the course of carrying out the inspection by the inspection team or by the inspected State Party at the inspection team's request shall be recorded and signed by an inspector.
2. To help resolve potential ambiguities these measurements and data may be certified as accurate by the representative of the inspected State Party, at the discretion of the inspected State Party, immediately after they are gathered. In case of discrepancies both Parties shall make efforts to resolve discrepancies as soon as possible before the end of the inspection period. If necessary, the representative of the inspected State Party and the inspector shall each record the method(s) used and the final result(s). Such measurements shall be recorded in the document on preliminary findings.

11.11 Sampling and analysis

Without prejudice to paragraphs 52 to 58 of Part II of the Verification Annex, procedures for sampling and analysis for verification purposes are contained in Attachment 11.

11.12 Monitoring with on-site instruments

1. The list of agreed on-site monitoring instruments, as well as agreed conditions, procedures, installation points, and security measures to prevent tampering with such on-site monitoring instruments are contained in Parts A and B of Attachment 7 of this Agreement, as applicable.

2. Pursuant to paragraph 10, Part III of the Verification Annex (if applicable), the Technical Secretariat shall have the right of continuous monitoring with instruments or systems.
3. The inspected State Party shall in accordance with paragraph 14 of Part III of the Verification Annex immediately notify the Technical Secretariat if an event occurs or may occur at the facility where the monitoring instruments are installed, which may have an impact on the monitoring system. The inspected State Party shall co-ordinate subsequent actions with the Technical Secretariat with a view to restoring the operation of the monitoring system and establishing interim measures, if necessary, as soon as possible. All such actions shall be recorded in the log-book referred to in Section 8 of this Agreement.

Section 12. Representative of the inspected State Party

1. In discharging their functions, inspectors shall communicate with personnel of the facility only through the designated representative(s) of the inspected State Party.
2. In keeping with the provisions of paragraph 41 of Part II of the Verification Annex, the inspected State Party shall ensure that its representative(s) may at all times be reached by the inspection team leader and designated members of the inspection team either in person or by telephone. The inspected State Party shall provide the names and means of contact for its designated representative(s) to the inspection team leader.

Section 13. Clarifications

In accordance with paragraph 51 of Part II of the Verification Annex inspectors shall have the right to request clarifications in connection with ambiguities that arise during an inspection. Such requests shall be made promptly through the representative of the inspected State Party. The representative of the inspected State Party shall provide the inspection team, during the inspection, with such clarification as may be necessary to remove the ambiguity. If questions related to an object or a building located within the inspection site are not resolved, the object or building shall, if requested, be photographed for the purpose of clarifying its nature and function. The inspection team shall include in the document on preliminary findings compiled in accordance with Section 14 of this Agreement any such unresolved questions, relevant clarifications, and a copy of any photographs taken.

Section 14. Debriefing and preliminary findings

1. In accordance with paragraph 60 of Part II of the Verification Annex, “upon completion of an inspection the inspection team shall meet with representatives of the inspected State Party and the personnel responsible for the inspection site to review the preliminary findings of the inspection team and to clarify any ambiguities. The inspection team shall provide to the representatives of the inspected State Party its preliminary findings in written form according to a standardised format, together with a list of samples and copies of written information and data gathered and other material to be taken off-site. The document shall be signed by the inspection team leader. In order to indicate that he has taken notice of the content of this document, the representative of the inspected State Party shall countersign the document. This meeting shall be completed not later than 24 hours after the completion of the inspection”.
2. The document on preliminary findings shall also include, inter alia, the list of results of analysis, if conducted on site, records of seals, results of inventories, copies of photographs to be retained by the inspection team, and results of certified measurements. It will be prepared in accordance with the standardised preliminary findings format referenced in Attachment 17. Any substantive changes to this format will be made only after consultation with the inspected State Party.
3. Any documentation and records provided by the inspected State Party that are not attached to the document on preliminary findings may be taken off-site by the inspection team only with the specific authorisation of the inspected State Party.
4. Before the conclusion of the meeting the inspected State Party may provide written comments and clarifications to the inspection team on any issue related to the conduct of the inspection. These written comments and clarifications shall be attached to the document on the preliminary findings.

Section 15. Visits

1. As a measure of systematic verification, visits to the facility may be required, in accordance with the relevant provisions set forth in Part III and V of the Verification Annex:
 - (a) to perform any necessary maintenance or replacement of equipment, or to adjust the coverage of the monitoring system as required, in accordance with paragraph 15 of Part III;
 - (b) to take action subsequent to an event that has occurred or may occur at the facility which may have an impact on the monitoring system, in accordance with paragraph 14 or 16 of Part III; and
 - (c) to resolve urgent problems in accordance with paragraph 52 of Part V.
2. The size of the team conducting such a visit shall be limited to the number of personnel required to perform the specific tasks for which the visit is being conducted

and shall not exceed the maximum size of team allowed for this type of facility inspection.

3. The duration of the visit pursuant to subparagraphs (a) to (c) of paragraph 1 of this Section shall be limited to the minimum time required to perform the specific tasks for which the visit is being conducted and in any case shall not exceed the maximum duration allowed for this type of facility inspection. Access provided during the visit shall be limited to that required to perform the specific tasks for which the visit is being conducted, unless otherwise agreed to with the inspected State Party.
4. Arrangements for such a visit shall be the same as for the conduct of an inspection.

Section 16. Services to be provided

1. The inspected State Party shall provide or arrange for the provision of the following services listed in detail in Part A of Attachment 13 to this Agreement to the inspection team throughout the duration of the inspection:
 - (a) interpretation
 - (b) communication means;
 - (c) transportation;
 - (d) working space, including equipment storage space;
 - (e) lodging;
 - (f) meals;
 - (g) medical care; and
 - (h) equipment and utilities support, as detailed in the pertinent Sections of this Agreement.
2. The inspected State Party shall also provide other services and support as identified in all pertinent Sections of this Agreement.
3. Requests from the inspection team to the inspected State Party to provide or arrange services in addition to those listed in paragraphs 1 and 2 above, shall be made in writing if requested by the inspected State Party by the inspection team's leader or designate, using the form contained in Part B of Attachment 13 to this Agreement, and which shall be signed by the inspected State Party upon receipt. Requests should normally be made as soon as the need for services has been identified. The provision of such services shall be acknowledged in writing by an authorised member of the inspection team. Copies of all such requests signed by both Parties with provision acknowledged shall be kept by both Parties.

4. The costs of providing the services to the inspection team shall be borne by the inspected State Party as specified in Attachment 13 to this Agreement

Section 17. Liabilities

Any claim by the inspected State Party against the Organisation or by the Organisation against the inspected State Party in respect of any alleged damage or injury resulting from inspections at the facility in accordance with this Agreement, without prejudice to paragraph 22 of the Confidentiality Annex, shall be settled in accordance with international law and, as appropriate, with the provisions of Article XIV of the Convention.

Section 18. Status of Attachments

The Attachments form an integral part of this Agreement. Any reference to the Agreement includes the Attachments. However, in case of any inconsistency between this Agreement and any Attachment, the sections of the Agreement shall prevail.

Section 19. Amendments, modifications and updates

1. Amendments to this Agreement may be proposed by either Party and shall be agreed to and enter into force under the same conditions as provided for under Section 21 of this Agreement.
2. Modifications to the Attachments to this Agreement, with the exception of Attachment 1, Attachment 5, and Part D of Attachment 7, may be agreed upon in writing at any time between the representative of the OPCW and the representative of the inspected State Party, provided that both are specifically authorised to do so. The Director-General shall inform the Executive Council about any such modifications. Each Party to this Agreement may revoke its consent to a modification not later than 30 days after the modification was agreed upon. After this time period has elapsed, the modification shall be considered as meeting the requirements of Section 21 of this Agreement.
3. Updates to Part A of Attachment 1, Attachment 5, and Part D of Attachment 7 to this Agreement shall be made by the inspected State Party. Updates to Part B of Attachment 1 to this Agreement shall be made by the OPCW. The Party making the updates shall provide written notification thereof to the other Party no less than 30 days before the updates are to take effect.

Section 20. Settlement of disputes

Any dispute between the Parties that may arise out of the application or interpretation of this Agreement shall be settled in accordance with Article XIV of the Convention.

Section 21. Entry into force

This Agreement shall enter into force upon approval by the Executive Council and signature by the two Parties. If the inspected State Party has additional internal requirements, it shall so

notify the Organisation in writing by the date of signature. In such cases, this Agreement shall enter into force on the date that the inspected State Party gives the Organisation written notification that its internal requirements for entry into force have been met.

Section 22. Duration and termination

[This Agreement shall cease to be in force when the provisions of paragraph 55 of Part V of the Verification Annex no longer apply to this facility at the date on which all of the requirements of paragraph 56 of that Part have been met.]

[This agreement shall cease to be in force as determined by the Executive Council in accordance with paragraph 85 of Part V of the Verification Annex.]⁵

Done at _____ in ___ copies, in _____ language(s), each being equally authentic.

⁵ Use this second formulation if the agreement concerns a facility converted for purposes not prohibited.

ATTACHMENTS

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Attachment 2 Health and Safety Requirements and Procedures	Part A. Basic principles Part B. Detection and monitoring Part C. Protection Part D. Medical requirements Part E. Health and safety training Part F. Modification of inspection activities	
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Attachment 1. Planning Data for Inspections

Part A. To be provided and updated by the inspected State Party:

- (a) site working hours:
- (b) site working days:
- (c) holidays or other non-working days:
- (d) facility working hours:
- (e) facility working days:
- (f) physical and/or other potential constraints to inspection activities:
- (g) Inspection activities which could be supported during non-working hours with notation of times and activities:

Part B. To be provided and updated by the OPCW:

- (a) estimated period of inspection (for planning purposes):
- (b) approximate inspection team size:
- (c) number of sub teams (consisting of no less than two inspection team members per sub team) to be accommodated:
- (d) estimated volume and weight of equipment to be brought on-site:

Attachment 2. Health and Safety Requirements and Procedures

Part A. Basic Principles

1. Applicable health and safety regulations of the OPCW, with agreed variations from strict implementation if any:
2. Applicable health and safety regulations of the inspected State Party:
3. Medical regulations and requirements of the inspected State Party or the OPCW that take precedence as being the more stringent:

Part B. Detection and Monitoring

1. Agreed hazard specific standards for workspace exposure limits and/or concentrations:
2. Procedures for detection and monitoring performed by the inspected State Party, using its own equipment, including data to be provided to the inspection team:
3. Agreed procedures for detection and monitoring performed by the inspection team in the least intrusive manner, including data to be collected, as applicable:
4. Agreed procedures for workspace sampling and analysis for purposes of personal safety of the inspection team:

Part C. Protection

1. Protective equipment to be provided by the OPCW, and agreed procedures for equipment certification and use, if required:
2. Protective equipment to be provided by the inspected State Party, and agreed procedures, personnel training, and personnel qualification tests and certification required; and agreed procedures for use of the equipment are identified in Attachment 7 and will be further identified during the Pre-Inspection briefing.

Part D. Medical Requirements

1. Personnel medical standards of the inspected State Party to be applied to the members of the inspection team:
2. Medical screening procedures for members of the inspection team, including pre- and post-entry checks, if required:
3. Agreed medical assistance to be provided by the inspected State Party:

4. Emergency medical evacuation procedures:
5. Agreed additional medical measures to be taken by the inspection team:
6. Procedures for emergency response to chemical casualties of the inspection team, if required:

Part E. Health and Safety Training

Safety training to be provided by the inspected State Party to members of the inspection team:

Part F. Modification of Inspection Activities

Activities that cannot be carried out due to health and safety reasons, and agreed alternatives to accomplish the inspection goals:

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Attachment 3. Specific Arrangements in Relation to the Protection of Confidential Information at the Facility

Part A. General

Part B. Information Determined To Be Kept in the Container Under Dual Control

Attachment 4. Arrangements for the Inspection Team's Contacts with the Media or the Public Concerning Inspections at the Facility

Attachment 5. Information on the Facility to be Provided by the Inspected State Party

Part A. Declaration Of The Facility

Part B. Site Diagram

Part C. Additional Information On The Facility Provided By The Inspected State Party

Attachment 6. Maintenance and Other Activities of the Inspected State Party at the Facility

Part A. Standard maintenance activities

Standard maintenance activity	Procedures for monitoring

Part B. Safety and physical security activities

Part C. Other agreed activities

Part D. Format of the log-book for recording activities

Attachment 7. Inspection Equipment**Part A: Approved Equipment Belonging to the OPCW; and Agreed Procedures for Their Use**

Equipment name and identification/ procedures for use	Areas where equipment shall not be used	Restriction(s) (nature, conditions, reasons, etc.):	Alternative- measures for accomplishing inspection objectives

Part B: Facility Equipment to be Provided by the Inspected State Party

Equipment type and specification	Location and operator	Agreed use by the inspection team	Remarks

Part C: Monitoring Instruments to be Installed and Maintained with the Support of the Inspected State Party.

Instrument	Installation point	Maintenance procedures	Remarks

Part D: Special Handling Requirements for Equipment or Supplies

Item	Special handling/ Control procedures	Location of storage	Remarks

Part E: Procedures for Decontamination of Equipment**Part F: Procedures for Use of Inspection Team Communications Equipment**

Part G. Request for equipment available on-site to be provided in accordance with paragraph 3 of Section 5

Date: _____

Facility: _____

Inspection code number: _____

Type and number of item(s) of equipment requested:

Submission of the request by the inspection team (name and signature of the inspection team leader or designate:

Approval of the request by the inspected State Party (name, date and signature of the representative of the inspected State Party:

Comments on the request by the inspected State Party:

Confirmation of provision of the requested item(s) (name and signature of the inspection team leader or designate):

Comments, if any, by the inspection team leader or designate in regard to the equipment provided:

Attachment 8. Records to be Maintained by the Facility

1. The following records will be provided during the pre-inspection briefing:

2. To the extent necessary to clarify discrepancies in inventories, to explain changes in inventories that have occurred between inspections, or to clarify ambiguous situations, the following documents, as applicable, will be made available for review upon written request of inspectors:

3. Records requested by the inspection team that the inspected State Party makes available for review will be provided not later than 24 hours after the request. Review will be conducted with escort present.

Attachment 9. Agreed Procedures For Conducting Interviews

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Attachment 10. Agreed Procedures for Photography

Attachment 11. Sampling and Analysis Procedures

Attachment 12. Sealing, marking and inventory control procedures

Part A. Sealing

Part B. Marking and other inventory control procedures

Attachment 13. Services to be Provided by the Inspected State Party

Part A. Services To Be Provided

1. International and local official communication (telephone, fax), including calls/faxes between site and headquarters:
2. Vehicles:
3. Working room, including adequate space for the storage of equipment:
4. Lodging:
5. Meals:
6. Medical care:
7. Interpretation services:
 - (a) Number of interpreters:
 - (b) Estimated interpretation time:
 - (c) Languages:
8. Other:

Part B. Form - Request For Services To Be Provided

Date: _____

Location: _____

Inspection number: _____

Name of the authorised member of the inspection team:

Category of services requested:

Description of services requested:

Approval of the request by inspected State Party:

Comments on the request by the inspected State Party:

Certification of the authorised member of the inspection team that the requested services have been provided:

Comments by the authorised member of the inspection team in regard to the quality of the services provided:

[Signature of the authorised member of the inspection team]

Attachment 14. Access

Part A. Areas within the installation but beyond the facility perimeter for which access shall be permitted

Part B. Restriction of unimpeded access for reasons of health and safety

Attachment 15. Agreed measures for facilities under conversion

Part A. Measures related to conversion

Part B. Closure measures affected by the conversion process

Part C. Facility measures to ensure no resumption of chemical weapons production

Part D. Verification measures and procedures agreed to ensure no resumption of chemical weapons production

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Attachment 16. Agreed Measures for Closure

Attachment 17. Standardised Preliminary Findings Format

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