

Conference of the States Parties

Third Session 16 - 20 November 1998 C-III/DEC.14 20 November 1998 Original: ENGLISH

DECISION

MODEL FACILITY AGREEMENT FOR SCHEDULE 1 FACILITIES

The Conference

Recalling that, in accordance with paragraphs 27 and 31 of Part VI of the Verification Annex, the Conference shall consider and approve model agreements for single small-scale facilities as well as for other Schedule 1 facilities;

Bearing in mind subparagraphs 12(i) and (r) of the Paris Resolution;

Recalling that the issue of a model for facility agreements, in accordance with paragraphs 27 and 31 of Part VI of the Verification Annex, 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 second intersessional period (C-II/DEC.3, dated 5 December 1997);

Taking note of the decision taken by the Executive Council on the model agreement for Schedule 1 facilities (EC-XII/DEC.1, dated 9 October 1998);

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 second intersessional period (C-III/CoW.2, dated 16 November 1998);

Hereby:

Decides to adopt the model agreement for Schedule 1 facilities as contained in the annex to this decision:

Further decides to remove the issue of the model agreement for Schedule 1 facilities from the list of unresolved issues.

Annex: Model for facility agreements for Schedule 1 facilities

Annex

MODEL FOR FACILITY AGREEMENTS FOR SCHEDULE 1 FACILITIES

The Organisation for the Prohibition of Chemical Weapons, hereinafter referred to as the

"Orga	nnisation",
	ne Government of, hereinafter referred to as "the inspected State Party", constituting the Parties to this Agreement,
to pa Produ	agreed on the following arrangements in relation to the conduct of inspections pursuant ragraph 3 of Article VI of the Convention on the Prohibition of the Development, action, Stockpiling and Use of Chemical Weapons and on Their Destruction, hereinafter ed to as "the Convention",
includ	(insert name of the facility, its precise location, ling the address), declared under paragraphs 7 and 8 of Article VI, hereinafter referred to e 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 inspections conducted at the facility pursuant to paragraph 3 of Article VI of the Convention and in accordance with the obligations of the inspected State Party and the Organisation 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.
4.	The frequency and intensity of inspections at the facility are given in Part B of Attachment 1 and reflect the risk assessment of the Organisation conducted pursuant to paragraphs 23 or 30 of Part VI of the Verification Annex, whichever applies.
5.	The inspection team shall consist of no more than persons.
6.	The language(s) for communication between the inspection team and the inspected State Party during inspections shall be (insert one or more of the languages of the Convention).

Section 2 Health and Safety

- 1. Health and safety matters are governed by the Convention, the OPCW Health and Safety Policy and Regulations and applicable national, local and facility safety and environmental regulations. The specific arrangements for implementing the relevant provisions of the Convention and the OPCW Health and Safety Policy in relation to inspections at the facility are contained in Attachment 2.
- 2. All applicable health and safety regulations relevant to the conduct of the inspection at the facility are listed in Attachment 2 and shall be made available for use by the inspection team at the facility.
- 3. In the course of the pre-inspection briefing the inspection team shall be briefed by the representatives of the facility 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) the health and safety measures at the Schedule 1 facilities to be inspected and the likely risks that may be encountered during the inspection;
 - (b) any additional health and safety measures or regulations that need to be observed at the facility;
 - (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) specific inspection activities which must be limited within particular areas at the facility, and in particular within those Schedule 1 facilities to be inspected under the inspection mandate, for reasons of health and safety.

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

- 4. During the course of the inspection, the inspection team shall refrain from any action which by its nature could endanger the safety of the team, the facility or its personnel or could cause harm to the environment. Should the inspected State Party refuse certain inspection activities, it may explain the circumstances and safety considerations involved, and shall provide alternative means for conducting the inspection activities.
- 5. 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. 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.

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.

Section 3 Confidentiality

1. Matters related to confidentiality are 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 are contained in Attachment 3.

Section 4 Media and Public Relations

1. Media and public relations are governed by the OPCW Media and Public Relations Policy. 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 Inspection Equipment

- 1. As agreed between the inspected State Party and the Organisation, the approved equipment listed in Part A of Attachment 5 will, at the discretion of the Organisation and on a routine basis, be used specifically for the Schedule 1 inspection. The equipment will be used in accordance with the Convention, the relevant decisions taken by the Conference of the States Parties, and any agreed procedures contained in Attachment 5.
- 2. The provisions of paragraph 1 above are without prejudice to paragraphs 27 to 29 of Part II of the Verification Annex.
- 3. The items of equipment available on-site, not belonging to the Organisation which the inspected State Party has volunteered to provide to the inspection team upon its request for use on-site during the conduct of inspections together with any procedures for the use of such equipment, if required, any requested support which can be provided and conditions for the provision of equipment are listed in Part B of Attachment 5. Prior to any use of such equipment the inspection team may confirm that the performance characteristics of such equipment are consistent with those for similar OPCW approved equipment, or with respect to items of equipment which

are not on the list of OPCW approved equipment – are consistent with the intended purpose for using such equipment.

- 4. Requests from the inspection team for the inspected State Party during the inspection to provide equipment mentioned in paragraph 3 above, shall be made in writing by an authorised member of the inspection team using the form contained in Attachment 5. The same procedure will also apply to other requests of the inspection team in accordance with paragraph 30 of Part II of the Verification Annex.
- 5. Agreed procedures for the decontamination of any equipment are contained in Part C of Attachment 5.
- 6. For the purpose of verification, the list of agreed on-site monitoring instruments, if any, as well as agreed conditions, procedures for use, maintenance, repair, modification, replacement and provisions for the inspected State Party's support, if required, installation points, and security measures to prevent tampering with such on-site monitoring instruments are contained in Part D of Attachment 5.

Section 6 Pre-inspection Activities

- 1. The inspection team shall be given a pre-inspection briefing by the representatives of the facility in accordance with Part II, paragraph 37 of the Verification Annex. The pre-inspection briefing shall include:
 - (a) information on the facility as described in Attachment 6;
 - (b) health and safety specifications described in section 2 above and detailed in Attachment 2; and
 - (c) any changes to the above-mentioned information since the last inspection.
- 2. Any information about the facility that the inspected State Party has volunteered to provide to the inspection team during the pre-inspection briefing with indications as to which information may be transferred off-site is referenced in Part B of Attachment 6.

Section 7 Conduct of the Inspection

7.1 Standing arrangements

1. The inspection period shall begin immediately upon completion of the pre-inspection briefing, unless agreed otherwise. Upon completion of the pre-inspection briefing, the inspected State Party may on a voluntary basis provide a site tour at the request of the inspection team. Arrangements for the conduct of a site tour, if any, are contained in Attachment 7.

- 2. Before 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 will 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.
- 3. 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 and disturbance to the facility 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 facility to have them performed.
- 4. The inspection team shall, upon the request of the inspected State Party, communicate with the personnel of the facility only in the presence of or through a representative of the inspected State Party.
- 5. The inspected State Party shall, upon request, provide a securable workspace for the inspection team, including adequate space for the storage of equipment. The inspection team shall have the right to seal its workspace.

7.2 Access to the declared facility

The object of the inspection shall be the declared Schedule 1 facility as referenced in Attachment 6.

7.3 Access to and inspection of documentation and records

The agreed list of the documentation and records to be routinely made available for inspection purposes to the inspection team by the inspected State Party during an inspection, as well as arrangements with regard to access to such records for the purpose of protecting confidential information, are contained in Attachment 8. Such documentation and records will be provided to the inspection team upon request.

7.4 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 9.

7.5 Inventory Control Devices (for SSSF only)

The inspectors may employ, as appropriate, agreed markers or other inventory control devices to facilitate the verification of inventories of equipment as well as chemicals at the facility. Agreed markers or other inventory control devices are contained in Part A of Attachment 5 of this Agreement and inventory control procedures, including procedures for the use of inventory control devices, are contained in Attachment 8 of this Agreement. Such inventory control devices shall be removed upon completion of the inspection.

Section 8 Visits

- 1. This section applies to visits conducted pursuant to paragraphs 15 and 16 of Part III of the Verification Annex.
- 2. The size of a team on such a visit shall be kept to the minimum number of personnel necessary to perform the specific tasks for which the visit is being conducted and shall in any case not exceed the size of inspection team referenced in paragraph 5 of Section 1.
- 3. The duration of the visit pursuant to this Section shall be limited to the minimum time required to perform the specific tasks relating to monitoring systems for which the visit is being conducted and in any case shall not exceed the estimated period of inspection referenced in Part B of Attachment 1 of this Agreement.
- 4. Access provided to the monitoring systems 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.
- 5. General arrangements and notifications for a visit shall be the same as for the conduct of an inspection.

Section 9 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 any samples and copies of written information and data gathered and other material to be taken off-site. The document shall be signed by the head of the inspection team. In order to indicate that he has taken notice of the contents of the 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 specified measurements. It will be prepared in accordance with the preliminary findings format referenced in Annex 5. Any substantive changes to this format will be made only after consultation with the inspected State Party.
- 3. Before the conclusion of the debriefing, the inspected State Party may provide comments and clarifications to the inspection team on any issue related to the conduct of the inspection. The inspection team shall provide to the representative of the inspected State Party its preliminary findings in written form sufficiently prior to the conclusion of the debriefing to permit the inspected State Party to prepare any comments and clarifications. The inspected State Party's written comments and clarifications shall be attached to the document on preliminary findings.

Section 10 Administrative Arrangements

- 1. The inspected State Party shall provide or arrange for the provision of the amenities listed in detail in Attachment 10 to the inspection team throughout the duration of the inspection. The inspected State Party shall be reimbursed by the Organisation for such costs incurred by the inspection team, unless agreed otherwise.
- 2. Requests from the inspection team for the inspected State Party to provide or arrange amenities shall be made in writing by an authorised member of the inspection team using the form contained in Annex 5. Requests shall be made as soon as the need for amenities has been identified. The provision of such requested amenities shall be certified in writing by the authorised member of the inspection team. Copies of all such certified requests shall be kept by both Parties.
- 3. The inspection team has the right to refuse extra amenities that in its view are not needed for the conduct of the inspection.

Section 11 Liabilities

1. 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.

The name of the authorised member(s) of the inspection team should be communicated to the inspected State Party no later than at the Point of Entry.

Section 12 Status of Attachments

1. 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 13 Amendments, Modifications and Updates

- 1. Amendments to the sections of 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 paragraph 1 of Section 15.
- 2. Modifications to the Attachments of this Agreement, other than Attachment 1 and Part B of Attachment 5 may be agreed upon at any time between the representative of the Organisation and the representative of the inspected State Party, each being 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 four weeks after it had been agreed upon. After this time period the modification shall take effect.
- 3. The inspected State Party will update Part A of Attachment 1 and Part B of Attachment 5 as necessary for the effective conduct of inspections. The Organisation will update Part B of Attachment 1 as necessary for the effective conduct of inspections.

Section 14 Settlement of Disputes

1. 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 15

Entry into Force

1. 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 16 Duration and Termination

C	This Agreement Council, the proversion Anne	visions	of paragraphs	3 and 8 of A		•		
Done at		in (copies, in	_ language(s),	, each b	eing equa	lly authent	ic.

ATTACHMENTS

The following attachments shall be completed where applicable:

Attachment 1.	General factors for the conduct of inspections
Attachment 2.	Health and safety requirements and procedures
Attachment 3.	Specific arrangements in relation to the protection of confidential information at the facility
Attachment 4.	Arrangements for the inspection team's contacts with the media or the public.
Attachment 5.	Inspection equipment
Attachment 6.	Information on the facility provided in accordance with Section 6
Attachment 7.	Arrangements for site tour
Attachment 8.	Records routinely made available to the inspection team at the facility
Attachment 9.	Sampling and analysis for verification purposes
Attachment 10.	Administrative arrangements

Attachment 1 General factors for the conduct of inspections

Part A	. To be provided and updated by the inspected State Party:
(a) (b)	Schedule 1 facility(s) working hours, if applicable:hrs tohrs (days) working days:
(c)	holidays or other non-working days:inspection activities which could/could not ² be supported during non-working hours
(d)	inspection activities which could/could not ² be supported during non-working hours with notation of times and activities:
(e)	any other factors that could adversely effect the effective conduct of inspections:
Part B	. To be provided and updated by the Organisation:
Inspect	tion Frequency:
(a)	inspection frequency:
Inspect	tion Intensity:
(b)	maximum estimated period of inspection (for planning purposes):
(c)	approximate inspection team size:
(d)	estimated volume and weight of equipment to be brought on-site

² Choose one option.

Attachment 2 Health and safety requirements and procedures

J	Basic Principles
	Applicable health and safety regulations of the OPCW, with agreed variations from strict implementation, if any:
]	Health and safety regulations applicable at the facility:
	Health and safety requirements and regulations agreed between the inspected State Party and the Organisation:
I	Detection and monitoring Applicable specific safety standards for workspace chemical exposure limits and/or concentrations which should be observed during the inspection, if any:
é	Procedures for detection and monitoring in accordance with the OPCW Health and Safety Policy, including data to be collected by, or provided to, the inspection team:
]	Protection

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N	Iedical requirements
	pplicable medical standards of the inspected State Party and, in particular, the spected facility:
N	Iedical screening procedures for members of the inspection team:
A	greed medical assistance to be provided by the inspected State Party:
 E	mergency medical evacuation procedures:
A	greed additional medical measures to be taken by the inspection team:
	rocedures for emergency response to chemical casualties of the inspectio

Е.	Modification of inspection activities due to health and safety reasons, and agreed
	alternatives to accomplish the inspection goals:

Attachment 3 Specific arrangements in relation to the protection of confidential information at the facility

	ed to the inspection team:
Specifi materi	c procedures for access by the inspection team to confidential areas or als:
	lures in relation to the certification by the inspection team of the receipt of cuments provided by the inspected facility:
	e of confidential documents at the inspected facility (including, if able, procedures in relation to the use of a dual control container):
	lures for the removal off site of any written information, data and other al gathered by the inspection team:
materi	•

Attachment 4 Arrangements for the inspection team's contacts with the media or the public

Attachment 5 Inspection Equipment

Part A. List of equipment:

Item of approved inspection equipment	Nature of restriction(s) (location, time periods, etc.), if any	Indication of reason(s) (safety, confidentiality, etc.)	Alternative for meeting inspection requirement(s), if so required by the inspection team

Part B. Equipment which the inspected State Party has volunteered to provide:

Item of equipment	Procedures for	Support to be	Conditions
	use	provided,	(timing; cost, if any)
		if required	

Part C.	Procedures for the decontamination of equipment:
Part D.	Agreed on-site monitoring instruments

REQUEST FOR AND CERTIFICATION OF EQUIPMENT AVAILABLE ON SITE TO BE PROVIDED IN ACCORDANCE WITH PARAGRAPH 3 OF SECTION 5

Date:
Facility:
Inspection number:
Name of the authorised member of the inspection team:
Type and number of item(s) of equipment requested:
Approval of the request by inspected State Party:
Comments on the request by the inspected State Party:
Indication of the costs , if any, for the use of the equipment requested/volunteered
Certification of the authorised member of the inspection team that the requested item(s) of equipment have been provided
Comments, if any, by the authorised member of the inspection team in regard to the equipment provided
Name and signature of the authorised member of the inspection team
Name and signature of the representative of the inspected State Party

Attachment 6 Information on the facility

Part A.	Topics of information for the pre-inspection briefing:				
	(a) specification of the elements constituting the declared facility, including their physical location(s), with indications as to which information may be transferred off-site:				
	(b) procedures for the unimpeded access within the declared facility:				
	(c) other:				
Part B.	Any information about the facility that the inspected State Party volunteers to provide to the inspection team during the pre-inspection briefing with indications as to which may be transferred off-site:				

Attachment 7 Arrangements for site tour

The inspected State Party may provide a site tour at the request of the inspection team. The inspected State Party may provide explanations to the inspection team during the site tour.

Attachment 8 Records routinely made available to the inspection team at the facility

Attachment 9 Sampling and analysis for verification purposes

Part A.	Agreed sampling points chosen with due consideration to existing sampling points used by the facility(s) operator(s):
Part B.	Procedures for taking samples:
Part C.	Procedures for sample handling and sample splitting:
Part D.	Procedures for on-site sample analysis, if any:
Part E.	Procedures for off-site analysis, if any:
Part F.	Arrangements in regard to the payment of costs associated with the disposal or removal by the inspected State Party of hazardous waste generated during sampling and on-site analysis during the inspection:

8.

Other:

Attachment 10 Administrative arrangements

Part A	•	The amenities detailed below shall be provided to the inspection team by the inspected State Party, subject to payment as indicated in Part B below:	
1.	International and local official communication (telephone, fax), including calls/fax between site and headquarters:		
2.	Vehicle	es:	
3.	Workin	g room, including adequate space for the storage of equipment:	
4.	Lodging:		
5.	Meals:		
6.	Medica	ıl care:	
7. Interpretation services:		etation services:	
	(a)	Number of interpreters:	
	(b)	Estimated interpretation time:	
	(c)	Languages:	

Part B. Distribution of costs for provisions of amenities by the inspected State Party (tick one option for each amenity provided, as appropriate)

Paragraph s 1 to 8 in Part A above	To be paid directly by the OPCW after the inspection	To be paid by the inspection team on behalf of the OPCW during the in-country period	To be paid by the inspected State Party and subsequently reimbursed by the OPCW	To be paid voluntarily by the inspected State Party
1				
2				
3				
4				
5				
6	_			
7	_			
8				

Part C. Other arrangements:

1.	Number of sub-teams	(consisting of no	less than two	inspectors per su	b-team) to be	3
	accommodated:					

REQUEST FOR AND CERTIFICATION OF AMENITIES TO BE PROVIDED OR ARRANGED

Date:
Facility:
Inspection number:
Category of amenities requested:
Description of amenities requested:
Approval of the request by inspected State Party:
Comments on the request by the inspected State Party:
Indication of the costs for the amenities requested
Certification of the authorised member of the inspection team that the requested amenitie have been provided
Comments by the authorised member of the inspection team in regard to the quality of th amenities provided
Name and signature of the authorised member of the inspection team
Name and signature of the representative of the inspected State Party

ANNEXES

Note: These annexes, inter alia, can be attached if requested by the inspected State Party.

Annex 1	OPCW Media and Public Relations Policy
Annex 2	OPCW Health and Safety Policy and Regulations
Annex 3	OPCW Policy on Confidentiality

Annex 4 Facility Declaration

Annex 5 Preliminary and Final Inspection Report Formats

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