



**OPCW**

**Conference of the States Parties**

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Third Session  
16 - 20 November 1998

C-III/DEC.15  
20 November 1998  
Original: ENGLISH

## **DECISION**

### **MODEL FACILITY AGREEMENT FOR SCHEDULE 2 PLANT SITES**

#### **The Conference**

**Recalling** that, in accordance with paragraph 24 of Part VII of the Verification Annex, facility agreements for Schedule 2 plant sites shall be based on a model agreement;

**Further recalling** that the issue of a model for facility agreements, in accordance with paragraph 24 of Part VII 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 2 plant sites (EC-XI/DEC.4, dated 4 September 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.1, dated 9 May 1998);

#### **Hereby:**

**Decides** to adopt the model agreement for Schedule 2 plant sites as contained in the annex to this decision;

**Further decides** to remove the issue of the model agreement for Schedule 2 plant sites from the list of unresolved issues.

**Annex:** Model for facility agreements for Schedule 2 plant sites

## **Annex**

### **MODEL FOR FACILITY AGREEMENTS FOR SCHEDULE 2 PLANT SITES**

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

and the Government of \_\_\_\_\_, 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 inspections pursuant to paragraph 4 of Article VI of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction, hereinafter referred to as “the Convention”,

at \_\_\_\_\_ (insert name of the plant site, its precise location, including the address), declared under paragraphs 7 and 8 of Article VI, hereinafter referred to as “the plant site”:

#### **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 plant site pursuant to paragraph 4 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 plant site are given in Part B of Attachment 1 and reflect the risk assessment of the Organisation conducted pursuant to paragraphs 18, 20 and 24 of Part VII of the Verification Annex.
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 plant site 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 plant site are contained in Attachment 2.
2. All applicable health and safety regulations relevant to the conduct of the inspection at the plant site are listed in Attachment 2 and shall be made available for use by the inspection team at the plant site.
3. In the course of the pre-inspection briefing the inspection team shall be briefed by the representatives of the plant site on all health and safety matters which, in the view of those representatives, are relevant to the conduct of the inspection at the plant site, including:
  - (a) the health and safety measures at the Schedule 2 plants 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 plant site;
  - (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 plant site, and in particular within those Schedule 2 plants 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 plant site 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 plant site, the inspection team shall comply with the plant site 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.

### **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 plant site 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 plant site 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 2 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.

## **Section 6 Pre-inspection Activities**

1. The inspection team shall be given a pre-inspection briefing by the representatives of the plant site in accordance with Part II, paragraph 37 of the Verification Annex. The pre-inspection briefing shall include:
  - (a) information on the plant site 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 plant site 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.
2. Arrangements for the conduct of a site tour, if any, are contained in Attachment 7.
3. The inspection team leader shall inform the representative of the inspected State Party during the inspection in a timely manner about each subsequent step to be taken by the inspection team in implementing the inspection plan. Without prejudice to paragraph 40 of Part II of the Verification Annex, this

shall be done in time to allow the inspected State Party to arrange for the necessary measures to be taken to provide access and support to the inspection team as appropriate without causing unnecessary delay in the conduct of inspection activities.

4. The inspection team shall, upon the request of the inspected State Party, communicate with the personnel of the plant site 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 and inspection of areas, buildings and structures**

The focus of the inspection shall be the declared Schedule 2 plant(s) within the declared plant site as referenced in Attachment 8. If the inspection team requests access to other parts of the plant site, access to these areas shall be granted in accordance with the obligation to provide clarification pursuant to paragraph 51 of Part II and paragraph 25 of Part VII of the Verification Annex and in accordance with Attachment 8.

#### **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, mentioned in paragraph 26 of Part VII of the Verification Annex, 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 9. 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 as mentioned in paragraph 27 of Part VII of the Verification Annex are contained in Attachment 10.

## **Section 8**

### **Debriefing and Preliminary Findings**

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 9**

### **Administrative Arrangements**

1. The inspected State Party shall provide or arrange for the provision of the amenities listed in detail in Attachment 11 to the inspection team in a timely manner 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<sup>1</sup> using the form contained in Attachment 11. 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 10**

### **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 plant site 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.

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<sup>1</sup> 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 11 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 12 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 14.
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 13 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 14 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 15**  
**Duration and termination**

1. This Agreement shall cease to be in force when the provisions of paragraph 12 of Part VII of the Verification Annex no longer apply to this plant site, except if the continuation of the Agreement is agreed by mutual consent of the Parties.

Done at \_\_\_\_ in \_\_\_\_ copies, in \_\_\_\_\_ language(s), each being equally authentic.

## 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 plant site |
| Attachment 4.  | Arrangements for the inspection team's contacts with the media or the public.                     |
| Attachment 5.  | Inspection equipment  |
| Attachment 6.  | Information on the plant site provided in accordance with Section 6                               |
| Attachment 7.  | Arrangements for site tour  |
| Attachment 8.  | Access to the plant site in accordance with section 7.2   |
| Attachment 9.  | Records routinely made available to the inspection team at the plant site                         |
| Attachment 10. | Sampling and analysis for verification purposes   |
| Attachment 11. | Administrative arrangements   |

**Attachment 1**  
**General factors for the conduct of inspections**

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

- (a) plant site working hours: \_\_\_\_ hrs to \_\_\_\_ hrs (days)
- (b) working days: \_\_\_\_\_
- (c) holidays or other non-working days: \_\_\_\_\_
- (d) Schedule 2 plant(s) working hours, if applicable: \_\_\_\_ hrs to \_\_\_\_ hrs (days)
- (e) working days: \_\_\_\_\_
- (f) holidays or other non-working days: \_\_\_\_\_
- (g) inspection activities which could/could not<sup>2</sup> be supported during non-working hours with notation of times and activities: \_\_\_\_\_  
\_\_\_\_\_
- (h) any other factors that could adversely effect the effective conduct of inspections:

**Part B. To be provided and updated by the Organisation:**

Inspection Frequency:

- (a) inspection frequency: \_\_\_\_\_

Inspection Intensity:

- (b) maximum <sup>3</sup>estimated period of inspection (for planning purposes):  
\_\_\_\_\_
- (c) approximate inspection team size: \_\_\_\_\_
- (d) estimated volume and weight of equipment to be brought on-site  
\_\_\_\_\_

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<sup>2</sup> Choose one option.

<sup>3</sup> Any figure indicated is without prejudice to paragraph 29 of Part VII of the Verification Annex

**Attachment 2**  
**Health and safety requirements and procedures**

**A. Basic Principles**

- 1. Applicable health and safety regulations of the OPCW, with agreed variations from strict implementation, if any:**

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- 2. Health and safety regulations applicable at the plant site:**

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- 3. Health and safety requirements and regulations agreed between the inspected State Party and the Organisation:**

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**B. Detection and monitoring**

- 1. Applicable specific safety standards for workspace chemical exposure limits and/or concentrations which should be observed during the inspection, if any:**

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- 2. Procedures, if any, 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:**

**C. Protection**

- 1. Protective equipment to be provided by the OPCW and agreed procedures for equipment certification and use, if required:**

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- 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:**

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**D. Medical requirements**

- 1. Applicable medical standards of the inspected State Party and, in particular, the inspected plant site:**

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- 2. Medical screening procedures for members of the inspection team:**

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- 3. Agreed medical assistance to be provided by the inspected State Party:**

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- 4. Emergency medical evacuation procedures:**

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- 5. Agreed additional medical measures to be taken by the inspection team:**

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**6. Procedures for emergency response to chemical casualties of the inspection team:**

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**E. Modification of inspection activities 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 plant site**

- 1. Designation of the classification of the inspected State Party's documents provided to the inspection team:**

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- 2. Specific procedures for access by the inspection team to confidential areas or materials:**

- 3. Procedures in relation to the certification by the inspection team of the receipt of any documents provided by the inspected plant site:**

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- 4. Storage of confidential documents at the inspected plant site (including, if applicable, procedures in relation to the use of a dual control container on site):**

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- 5. Procedures for the removal off site of any written information, data and other material gathered by the inspection team:**

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- 6. Procedures for providing the representatives of the inspected State Party with copies of written information, inspector's notebooks, data and other material gathered by the inspection team:**

- 7. Other arrangements, if any:**

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C-III/DEC.15

Annex

page 16

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



**Attachment 5  
Inspection Equipment**

**Part A. List of equipment:**

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

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

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

**Part C. Procedures for the decontamination of equipment:**

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

Date: \_\_\_\_\_

Plant Site: \_\_\_\_\_

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

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Name and signature of the representative of the inspected State Party

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**Attachment 6**  
**Information on the plant site provided in accordance with section 6**

**Part A.       Topics of information for the pre-inspection briefing:**

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**Part B.       Any information about the plant site that the inspected State Party volunteers to provide to the inspection team during the pre-inspection briefing and which may be transferred off-site:**

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**Attachment 7**  
**Arrangements for site tour**

The inspected State Party may provide a site tour at the request of the inspection team. Such tour shall take no more than 2 hours. The inspected State Party may provide explanations to the inspection team during the site tour.

**Attachment 8**  
**Access to the plant site in accordance with section 7.2**

**Part A. Areas of the declared plant site to which inspectors are granted access:**

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**Part B. Arrangements with regard to the scope of the inspection effort in agreed areas:**

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**Attachment 9**

**Records routinely made available to the inspection team at the plant site**

**Attachment 10**  
**Sampling and analysis for verification purposes**

**Part A. Agreed sampling points chosen with due consideration to existing sampling points used by the plant(s) operator(s):**

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**Part B. Procedures for taking samples:**

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**Part C. Procedures for sample handling and sample splitting:**

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**Part D. Procedures for sample analysis:**

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**Part E. 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:**

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**Attachment 11**  
**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/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. Distribution of costs for provisions of amenities by the inspected State Party (tick one option for each amenity provided as appropriate)**

Paragraphs 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 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 sub-team) to be 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 amenities have been provided -

\_\_\_\_\_

Comments by the authorised member of the inspection team in regard to the quality of the 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.

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|----------|---|
| 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  | Plant Site Declaration                          |
| Annex 5  | Preliminary and Final Inspection Report Formats |

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