



OPCW

Conference of the States Parties

Fourth Session
28 June - 2 July 1999
Agenda Item 11

C-IV/DEC.12
29 June 1999
Original: ENGLISH

DECISION

MODEL FACILITY AGREEMENT FOR CHEMICAL WEAPONS STORAGE 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 storage facilities (EC-XIV/DEC.8, dated 5 February 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 made available to delegations);

Hereby:

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

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

Annex:

Model for facility agreements for chemical weapons storage facilities

--- 0 ---



OPCW

Conference of the States Parties

Fourth Session
28 June - 2 July 1999

C-IV/DEC.12
29 June 1999
Original: ENGLISH

Annex

**MODEL FOR FACILITY AGREEMENTS
FOR CHEMICAL WEAPONS STORAGE FACILITIES**

The Organisation for the Prohibition of Chemical Weapons, hereinafter referred to as the "OPCW", 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 systematic verification in accordance with Article IV 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 IV(A) of its Annex on Implementation and Verification, hereinafter referred to as the "Verification Annex", at, Geographic coordinates:, declared under Article III, paragraph 1 (a)(ii) of the Convention and paragraph 1 (b) and (c) of Part IV(A) of the Verification Annex of the Convention, hereinafter referred to as the "facility":

Section 1. General Provisions

1. The purpose of this Agreement for a Chemical Weapons Storage Facility (CWSF), hereinafter referred to as this "Agreement," is to facilitate the implementation of the provisions of the Convention in relation to systematic verification conducted at the facility pursuant to paragraphs 3 and 4 of Article IV and 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 systematic verification, the inspected State Party shall notify the OPCW and the inspection team as soon as the development has occurred.
5. 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).
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.
7. Inspectors shall wear unique badges provided by the inspected State Party, or OPCW badges, which must be worn at all times while 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.
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

Matters related to confidentiality for the Organisation relating to information collected during the conduct of inspections, 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 by the Organisation relating to information collected during the conduct of inspections, are contained in Attachment 3.

Section 4. Media and Public Relations

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 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 14 of this Agreement.
9. The inspection team, in co-operation 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, with an emphasis on any changes to that information that have occurred since the most recent inspection;
 - (b) 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 4 of Section 2 of this Agreement with emphasis on measures or limitations changed since the most recent inspection; and

- (c) information on administrative, logistical, and communications arrangements necessary for the inspection, in addition to those contained in Attachment 13 of this Agreement.
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 C of Attachment 5 of this Agreement.
3. The time spent for the briefing shall not exceed 3 hours.
4. 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 to 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.

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, which 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 coordinates 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. Activities of the Inspected State Party at the Facility

1. The inspected State Party may continue standard maintenance activities at the facility, including those listed in paragraph 9 of Part IV(A) of the Verification Annex. In accordance with paragraph 11 of Part IV(A) of the Verification Annex all maintenance activities at the facility shall be subject to monitoring by the Technical Secretariat. The standard maintenance activities being continued at the facility by the inspected State Party and arrangements for monitoring them are contained in Attachment 6 to this Agreement.
2. Activities specifically mentioned in paragraph 10 of Part IV(A) of the Verification Annex shall not be conducted at the facility.

Section 9. Conduct of the Inspection

9.1 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 a facility and avoid affecting its safety. In particular, the inspection team shall not operate any facility. If inspectors consider that, to fulfil their 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 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 41 and 49 of Part IV(A) 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.

9.2 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 routinely 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 required for the conduct of verification. 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.

9.3 Interviews

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

9.4 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.

9.5 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 A 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.
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.

9.6 Inventory

1. In accordance with paragraph 48 of Part IV (A) of the Verification Annex, in carrying out the inventory, within the time available, the inspectors shall have the right:
 - (a) to use any of the following inspection techniques:
 - inventory all the chemical weapons stored at the facility;
 - inventory all the chemical weapons stored in specific buildings or locations at the facility, as chosen by the inspectors; or
 - inventory all the chemical weapons of one or more specific types stored at the facility, as chosen by the inspectors; and
 - (b) to check all items inventoried against agreed records and against declarations included in Attachment 5 to this Agreement.
2. At the request of the inspection team, representatives of the inspected State Party shall open, for observation or counting, containers in which chemical munitions or devices are stored in buildings or locations that are being inspected at the facility. These

provisions shall not apply to filled munitions which have been over packed because they are leaking or munitions that present a safety hazard due to the high probability of their leaking in their shipping/firing containers. The containers to be opened shall be selected by the inspectors. The procedures for this activity are detailed in Attachment 15 to this Agreement.

9.7 Seals, Markers and Other Inventory Control Devices

1. In accordance with paragraph 39 of Part IV(A) 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. Procedures for installation of these agreed seals, markers, and other devices are contained in Attachment 12 to this Agreement. In accordance with paragraph 40 of Part IV (A) of the Verification Annex the inspectors shall install such agreed seals as may be necessary to clearly indicate if any stocks are removed, and to ensure the securing of the storage facility during the inventory. After completion of the inventory, such seals will be removed unless otherwise agreed.
2. The list of seals left in place at the conclusion of the inspection, as agreed and required under the provisions of Part IV(A) of the Verification Annex, shall be attached to the document on preliminary findings.
3. 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.

9.8 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.

9.9 Sampling and Analysis

Pursuant to paragraph 49 of Part IV(A), and paragraphs 52 to 58 of Part II, of the Verification Annex, procedures for sampling and analysis for verification purposes, as appropriate, are contained in Attachment 11 of this Agreement. Procedures for tagging munitions, devices or containers for subsequent sampling and analysis are contained in Attachment 12 of this Agreement.

9.10 Monitoring with on-site instruments

1. 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.
2. 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 B and C of Attachment 7 of this Agreement, as applicable.
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.

Section 10. Representative of the Inspected State Party

1. 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.
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) can at all times be reached by the inspection team leader and designated members of the inspection team either in person or exceptionally 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 11. 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 expeditiously 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 12 of this Agreement any such unresolved questions, relevant clarifications, and a copy of any photographs taken.

Section 12. 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 certified measurements. It will be prepared in accordance with the standardised preliminary findings format referenced in Attachment 16, any substantive changes of which 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 13. 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 IV(A) 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 45 of Part IV(A).

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 14. 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 period:
 - (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 15. 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 16. 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 17. 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 Section 19.
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 18. 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 19. 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 20. Duration and Termination

This Agreement shall cease to be in force when the provisions of paragraph 43 of Part IV(A) of the Verification Annex no longer apply to this facility.

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

ATTACHMENTS

- Attachment 1. Planning Data for Inspections**
 - Part A. To Be Provided and Updated by the Inspected State Party
 - Part B. To Be Provided and Updated by the OPCW
- 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
- Attachment 3. Specific Arrangements in Relation to the Protection of Confidential Information at the Facility**
 - Part A. General
 - Part B. Information to be Kept in the Dual Control Container
- Attachment 4. Arrangements for Inspection Teams' Contacts with the Media or Public**
- Attachment 5. Information on the Facility Provided by the Inspected State Party**
 - Part A. Declaration of the Facility
 - Part B. Site Diagram
 - Part C. Additional Information on the Facility
- Attachment 6. Standard Maintenance Activities And Monitoring Arrangements**
- Attachment 7. Inspection Equipment**
 - Part A. Approved Equipment Belonging to the OPCW and Agreed Procedures for its Use
 - Part B. Facility Equipment To Be Provided by the Inspected State Party
 - Part C. Monitoring Instruments Systems To Be Installed and Maintained with the Support of the Inspected State Party
 - Part D. Special Handling Requirements for Equipment or Supplies
 - Part E. Procedures for the Decontamination Of Equipment
 - Part F. Procedures for Use of Inspection Team Communications Equipment
- Attachment 8. Records to be Maintained by the Facility**
- Attachment 9. Agreed Procedures for Conducting Interviews**
- 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
 - Part B. Form - Request for Additional Services to be Provided
- Attachment 14. Chemical Weapons Tagging Procedures**
- Attachment 15. Procedures For Opening Shipping/Storage Containers**
- Attachment 16. Standardised Preliminary Findings Format**

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:

C-IV/DEC.12

Annex

page 20

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 Inspection Teams' Contacts With The Media Or Public

Attachment 5. Information On The Facility 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. Standard Maintenance Activities And Monitoring Arrangements

- 1. Standard Maintenance Activities**

- 2. Monitoring Arrangements**

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**

Attachment 8. Records to be Maintained by the Facility

C-IV/DEC.12

Annex

page 26

Attachment 9. Agreed Procedures For Conducting Interviews

Attachment 10. Agreed Procedures For Photography

C-IV/DEC.12

Annex

page 28

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. Vehicles:
2. Workspace:
3. Lodging:
4. Meals:
5. Medical:
6. Use of on-site sampling and analytical equipment as detailed Attachment 2, Part B, and Attachment 11 to this Agreement.
7. Communications:
8. Inspected State Party utilities (electricity, water, etc.), inspection equipment and maintenance, and other technical and logistical support for inspection team equipment as detailed in Attachment 7 to this Agreement.
9. Other services and support as identified in all pertinent sections of this Agreement or as otherwise agreed between the inspected State Party and the IT.
10. Secure storage areas:

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]

C-IV/DEC.12

Annex

page 32

Attachment 14. Chemical Weapons Tagging Procedures

Attachment 15. Procedures For Opening Shipping/Storage Containers

C-IV/DEC.12

Annex

page 34

Attachment 16. Standardised Preliminary Findings Format

--- 0 ---