



**OPCW**

**Conference of the States Parties**

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Fifth Session  
15 - 19 May 2000

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19 May 2000  
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**DECISION**

**MODEL FACILITY AGREEMENT  
FOR CHEMICAL WEAPONS DESTRUCTION 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;

**Bearing in mind** that, in accordance with paragraph 19 of Part I of the Verification Annex, model agreements specify the general form and content for an agreement concluded between a State Party and the Organisation;

**Further recalling** that at its Fourth Session, the Conference took cognisance of the status of consultations on a draft decision on the model facility agreement for chemical weapons destruction facilities (C-IV/DEC/CRP.30, dated 2 July 1999), and recommended that the Council should consider this matter further with a view to reaching agreement on the text of the model facility agreement, and to elaborating a recommendation to the Fifth Conference for its adoption.

**Hereby:**

**Adopts** the model agreement for chemical weapons destruction facilities as annexed to this decision, for immediate implementation;

**Decides** that this model facility agreement will be applicable to facilities conducting continuous chemical weapons destruction operations and, with appropriate modifications to be negotiated on a case by case basis, to facilities not conducting continuous chemical weapons destruction operations;

**Also decides** that individual facility agreements will be negotiated with due consideration of the requirements of the State Party and the specifics of the facility concerned, and shall be concluded and implemented in an equal and non-discriminatory manner in accordance with the Convention;

**Further decides** to remove the issue of the model agreement for chemical weapons destruction facilities from the list of outstanding issues and issues under consideration by the OPCW Executive Council.

Annex: Model facility agreement for chemical weapons destruction facilities.

## **Annex**

### **MODEL FACILITY AGREEMENT FOR CHEMICAL WEAPONS DESTRUCTION FACILITIES<sup>1</sup>**

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<sup>1</sup> This model facility agreement is applicable to facilities conducting continuous chemical weapons destruction operations. It is, however, equally applicable, with appropriate modifications to be negotiated on a case by case basis, to facilities not conducting continuous chemical weapons destruction operations.

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 inspections in accordance with Article IV 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," 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 IV of the Convention, hereinafter referred to as the "facility":

### Section 1. General Provisions

1. The purpose of this Agreement for a Chemical Weapons Destruction Facility (CWDF), hereafter referred to as this "Agreement", is to facilitate the implementation of the provisions of the Convention in relation to inspections conducted at the facility pursuant to paragraph 5 of Article IV of the Convention and in accordance with the respective obligations undertaken by 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. The notification referred to in paragraph 33 of Part IV(A) of the Verification Annex shall be provided by the inspected State Party to the OPCW, promptly, no less than \_\_\_\_days in advance of any development that could affect inspection activities at the facility. In case of any development due to circumstances brought about by unforeseen events other than those addressed in Section 9.7, 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 the 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 such emergency or urgent circumstances, the OPCW may replace inspectors who have left the facility with new inspectors on a one-by-one basis. Inspectors replaced due to emergency or urgent circumstances cannot themselves return to the facility before the next planned rotation of inspectors at the facility. Notification for such replacements shall be provided to the inspected State Party not less than 3 working days prior to the

scheduled arrival of the replacement at the point of entry of the inspected State Party. 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 and replacement of inspector(s), if due to health, administrative or other 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 to this Agreement contains agreements addressing variations 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, places, and procedures for sampling and analysis for purposes of personal safety of the inspection team are contained in Part B, paragraph 4 of Attachment 2 to this Agreement.
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.
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 10 to this Agreement. If the OPCW 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 OPCW 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. The inspection team shall record any refusal of inspection activity, as well as inspection team comments and the inspected State Party's explanation, in the document on preliminary findings and in the final inspection report.
6. In accordance with the OPCW Health and Safety Policy and Regulations, 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 inspection equipment, including the equipment listed in Part A of Attachment 5 to this Agreement.

### **Section 3. Confidentiality**

The confidentiality of information collected during the conduct of inspections is governed by the Convention, including its Confidentiality Annex, and the OPCW Policy on Confidentiality. The specific arrangements for implementing the provisions of the Convention and the OPCW Policy on Confidentiality in relation to the protection of confidential information at the facility by the OPCW relating to information collected during the conduct of inspections, are contained in Attachment 3 to this Agreement.

### **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 to this Agreement.

### **Section 5. Inspection Equipment**

1. As agreed between the inspected State Party and the OPCW, the approved equipment listed in Part A of Attachment 5, shall, at the discretion of the OPCW and on a routine basis, be brought 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 5 to this Agreement.
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 5 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 5, 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 5 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 5 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), if any, are listed in Part D of Attachment 5 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 5 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. Agreed procedures for the decontamination of any equipment are contained in Part E of Attachment 5 to this Agreement.

#### **Section 6. Information on the Facility**

1. Information on the facility in the inspected State Party's formally submitted and declared General Plan for Destruction, Detailed Facility Information (DFI), Detailed Annual Plans and Annual Reports, as well as and where relevant Manuals, Plans and Permits, are referenced in Attachment 6 to this Agreement. All information contained in these documents, including any update formally submitted previous to or subsequent to approval to this Agreement, will by reference form a part of this Agreement.
2. The detailed site diagram for the facility as declared to the OPCW in accordance with paragraph 29(b) of Part IV(A) of the Verification Annex can be used as a reference document during the inspection.

#### **Section 7. Preparation for Systematic Verification of the Destruction Process**

1. Notification containing the OPCW request for logistical support for continuous monitoring at the facility shall be provided to the inspected State Party no later than thirty days prior to the planned installation of continuous monitoring system equipment at the facility. The notification format is contained in Attachment 10 to this Agreement.
2. The list of OPCW and/or inspected State Party inspection equipment for continuous monitoring and locations for its installation are contained in Part C Attachment 5 to

- this Agreement. Provisions for installation and testing are contained in Attachment 7 to this Agreement.
3. When monitoring equipment has already been installed at the facility by the inspected State Party, the OPCW and the inspected State Party will review and agree on the use of such equipment for the systematic verification of destruction of chemical weapons. The OPCW and the inspected State Party may agree to replace, upgrade, modify any such equipment, if necessary. The list of existing monitoring equipment at the facility that has been agreed for use by the OPCW, agreed procedures for its replacement, upgrades, modifications, or tamper proofing as required, as well as its testing and use are contained in Attachment 8 to this Agreement.
  4. The inspection team may carry out a final engineering review of the facility in accordance with paragraph 60 of Part IV(A) of the Verification Annex. This review may include, inter alia:
    - (a) confirming that the design of the destruction process at the facility is in conformity with the information provided to the OPCW;
    - (b) confirming that the installed monitoring equipment operates in a satisfactory manner;
    - (c) arranging, if applicable, requirements for additional monitoring equipment; and
    - (d) if necessary, updating arrangements for verification and maintenance for installed monitoring equipment.
  5. The inspection team shall have the right, subject to the agreement of the inspected State Party, to have its inspection equipment installed, if applicable, inter alia, in the temporary holding area, in the chemical weapons disassembly area, in the chemical destruction process area, in the munitions body destruction process area, and in the solid, liquid and gas waste destruction product areas. The inspection team shall have the right to use for their equipment tamper proof seals or, if agreed by the inspected State Party, have its equipment installed in tamper proof boxes. The inspection team shall have the right to test and inspect the equipment under the observation of the inspected State Party. The inspected State Party shall, at the request of the inspection team provide the following:
    - (a) all necessary utilities for the installation and operation of the inspection equipment, including electricity, water, fuel, heating and sewerage, as required; and
    - (b) the site preparation necessary to accommodate the installation of inspection equipment for monitoring the process areas of the facility.
  6. If the inspection team determines that installation of additional inspection equipment or replacement, upgrade or modification of the already installed facility monitoring equipment are required for satisfactory assurance of non-diversion and confirmation

of parameters of the destruction process, the inspection team, subject to the agreement of the inspected State Party, shall have the right to do so during the period(s) of stoppage of the facility operations so long as this revision does not impact the resumption of destruction operations on the notified date. The inspected State Party, under the observation of the inspection team, shall install, replace, upgrade or modify such equipment. The inspection team shall have the right to test and inspect the equipment under the observation of the inspected State Party.

7. The working space for the inspection team shall be equipped, if applicable, to monitor the functioning of inspection equipment and to register the data obtained from such equipment installed at the facility to facilitate the inspection team's monitoring of the destruction process.

**Section 8. Staffing Arrangements for Continuous Presence of Inspectors,  
Including Site Familiarisation, Briefings and  
Training for Newly Arrived Inspectors**

1. Upon arrival of inspectors and before the commencement of inspection activity by them, they shall be briefed by the facility representatives. This briefing, conducted in accordance with paragraph 37 of Part II of the Verification Annex, shall cover the following:
  - (a) an overview of the information contained in Attachment 6 to this Agreement, with an emphasis on any changes to that information since the last time the inspection team was present at the facility;
  - (b) details of any health and safety information as contained in paragraph 3 of Section 2 of this Agreement; and
  - (c) information on administrative and logistic arrangements additional to those contained in Attachment 1 to this Agreement, if any, that will apply during the systematic verification, as contained in Section 13 of this Agreement.
2. Notification to the inspected State Party of the intention to replace inspectors at the facility shall be provided seven days in advance of the planned date of the arrival of the replacement inspectors at the point of entry. The notification format is contained in Attachment 9 to this Agreement. Rotation of inspectors shall be carried out not more than once per .... day period and the number of inspectors subject to rotation in each case shall be no less than .... percent of the number of inspectors on site.
3. The inspected State Party shall provide inspectors the training outlined in Attachment 11 to this Agreement.
4. Pre-inspection initial safety training if necessary for inspectors shall be conducted by the inspected State Party, as contained in Attachment 11 to this Agreement. Specific training requirements are contained in Part E of Attachment 2 to this Agreement. If it is determined that an inspector's training is incomplete or out of date, then this

training will be required prior to the inspector leaving the inspector work spaces to inspect the facility. This training will be provided by the inspected State Party and must be completed within 72 hours of arrival at the facility. Upon completion of such training, each member of the inspection team shall be certified by the inspected State Party as having completed the training necessary for the safe execution of their responsibilities during systematic verification at the facility.

## **Section 9. Procedures for On-Site Verification**

### **9.1 General**

1. After initial visit of the inspection team for continuous monitoring, the inspection period shall begin immediately upon completion of the pre-inspection activities. Once it begins, the inspection period shall be considered continuous and uninterrupted, except as provided for in Section 9.7 to this Agreement.
2. Throughout systematic verification at the facility the inspection team leader, in conformity with paragraph 40 of Part II of the Verification Annex, shall coordinate with the representative of the inspected State Party about verification activities that require participation or assistance of the inspected State Party. Thereby, the inspected State Party can arrange for the necessary measures to provide access and support to the inspection team as appropriate without delaying the conduct of inspection activities
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 a facility, they 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 detailed procedures for shift operations of the inspection team during systematic verification are contained in Attachment 12 to this Agreement.
5. The inspectors shall have the right to seal their office premises, including the equipment storage area.
6. The inspected State Party shall ensure adequate working conditions for the inspection team to carry out systematic verification.
7. As applicable, the list of types of vehicles subject to inspection and the detailed procedures for inspecting those vehicles when exiting the destruction facility are contained in Attachment 13 to this Agreement.
8. Pursuant to paragraph 45 of Part II, and 70(a) of Part IV(A) of the Verification Annex, the inspection team shall have the right to unimpeded access as agreed in the facility

agreement 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 6 to this Agreement.

9. 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. Without prejudice to the right of inspectors in accordance with paragraph 47 of Part II of the Verification Annex to inspect documentation and records they deem relevant to the conduct of their mandate, the inspected State Party shall make available to the inspectors upon request as soon as possible, but not later than 24 hours, records and documentation listed in Attachment 15 to this Agreement, that will be routinely required for the conduct of an inspection.
2. The aforementioned records and other documentation shall be provided to the inspection team in their existing format at the facility.

## **9.3 Arrangements for Interviews**

The agreed arrangements for interviews are contained in Attachment 14 to this Agreement.

## **9.4 Communications**

1. In accordance with paragraph 44 of Part II of the Verification Annex the inspectors 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 duly certified approved inspection equipment. The procedures governing the use of such equipment are contained in Part F of Attachment 5 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 5 to this Agreement. The provision of communications services to the inspection team by the inspected State Party shall be in accordance with Attachment 10 to this Agreement.
2. The agreed means of communication between inspection team sub-groups are contained in Part F of Attachment 5 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 28 to this Agreement.

2. One camera of the instant development type furnished by the inspection team shall be used for taking two identical photographs consecutively.
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 Attachment 5 to this Agreement. If the objection is raised due to safety concerns, the inspected State Party will, if possible, furnish photographic equipment that meets the regulations. If the use of photographic equipment is not permissible at all in specific areas, buildings or structures for the reasons stated above, the inspected State Party shall provide a written explanation of its objection to the inspection team leader and propose an alternative. The explanation, along with the inspection team leader's comments will be included in the inspection team's preliminary findings and in the final inspection report.
4. The inspection team shall also have the right to have a photographic record of seals and tags it employs during the conduct of the inspection.

#### **9.6 Measurements**

1. Measurements taken in the course of 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 (or interim report)

#### **9.7 Verification Activities During Planned Period of Inactivity**

1. The inspection team shall have the right to remain at the facility during the scheduled period(s) of inactivity, as set forth in the inspected State Party's detailed annual plan for destruction, unless the estimated duration of such period of inactivity at the inspected facility is more than \_\_\_ days. The facility, however, remains subject to systematic verification. The inspected State Party shall confirm in writing to the inspection team its intentions in regard to each planned period of inactivity declared in its detailed annual plan of destruction thirty days in advance of the date of the beginning of such a period.
2. The confirmation referred to in paragraph 1 shall contain the following information:

- (a) the date of stoppage of destruction operations at the facility;
  - (b) the estimated date of resumption of destruction operations at the facility;
  - (c) the reasons for the stoppage of destruction operations at the facility; and
  - (d) the list of modifications to be introduced at the facility during the scheduled period of inactivity, if any.
3. During any planned period of inactivity at the facility which is less than the period indicated in paragraph 1 above the inspection team may at its discretion reduce the intensity of systematic verification and indicate to the inspected State Party, in a timely manner, its specific proposals in this regard.
4. Following periods of inactivity at the facility in which the inspection team departs or reduces the intensity of its systematic verification, the inspected State Party will inform the OPCW at least 14 days in advance of the resumption of destruction operations that destruction operations will resume.
5. The inspection team may during any planned period of inactivity at the facility request the inspected State Party to install additional equipment, and/or to replace or update existing inspection equipment in case such actions are required to implement the inspection mandate. All requests to replace, modify or install additional equipment will comply with the facility permit requirements. The inspection team shall have the right to observe the implementation of these measures in regard to the inspected State Party's equipment and shall have the right to assist the inspected State Party in the installation, replacement or update of inspection equipment belonging to the inspection team. The inspected State Party, at the request of the inspection team, shall carry out all routine maintenance and calibration of installed inspection equipment which is integral to the destruction process under the observation of the inspection team. The inspection team shall have the right to test, or have tested in its presence, that this equipment is able to perform the functions claimed for it, and to determine whether such equipment is suitable for the task(s) in hand. The inspected State Party shall provide the inspection team, upon request, with the necessary assistance and relevant information to facilitate the accomplishment of these tasks. Such information may include, inter alia, the following:
  - (a) decontamination activities and procedures adopted by the inspected State Party;
  - (b) list of facility monitoring equipment which will be installed or replaced; and
  - (c) date and time of the resumption of destruction operations.
6. The inspection team shall have the right to observe the measures mentioned above or to take part in such measures, if agreed in advance. Fulfillment of such measures shall take into account provisions of Section 5 to this Agreement.

- 7 As a measure of systematic verification during periods of inactivity as designated in paragraph 2 of this section, visits to the facility are provided for in accordance with the relevant provisions set forth in the Verification Annex:
- (a) to perform any necessary maintenance, replacement of equipment, or to adjust the coverage of the monitoring systems as required, in accordance with paragraph 15 of Part III of the Verification Annex;
  - (b) to take action if an event occurs or may occur at the facility which may have an impact on the monitoring system, in accordance with paragraphs 14 and 16 of Part III of the Verification Annex;
  - (c) to resolve urgent problems; and
  - (d) undertake these activities described in paragraph 5 of this Section.
8. Administrative arrangements for such a visit shall be the same as for the conduct of an inspection.

#### **9.8 Procedures for Access for the Inspection Team to Temporary Holding Area(s)**

1. The inspection team shall have unimpeded access to the temporary holding area(s) of the facility, consistent with safety requirements.
2. Procedures for the inspection team access into the temporary holding area(s) are contained in Attachment 18 to this Agreement.

#### **9.9 Verification of the Receipt of Chemical Weapons at the Facility and Their Inventorying**

1. In accordance with paragraphs 62 and 66(a) and (b) of Part IV(A) of Verification Annex, the inspectors shall have the right to verify the inventory of chemical weapons delivered to and destroyed at the facility. The inspectors shall have the right to verify the arrival and receipt and storage of chemical weapons at the facility and the inventory of each shipment. Agreed procedures for conducting such inventories, consistent with facility safety regulations, shall include those for the employment, as appropriate, of agreed seals, markers, or other inventory control procedures to facilitate an accurate inventory of the chemical weapons prior to destruction. These procedures are described in Attachments 16 and 19 to this Agreement.
2. If applicable, the inspection team shall have the right to apply security seals to transit containers in which chemical weapons arrive at the destruction facility. The inspected State Party shall provide to the inspection team the quantity, type(s) of agent fill, common military designator(s), size(s)/calibre(s) of munitions, sub-munitions, devices, equipment, contained in each sealed container which has arrived at the facility. These seals will be maintained in place until the container is opened, at which time the inspection team shall have the opportunity to verify the inventory of the shipment in accordance with paragraph 1 above. The number, type, and content

of sealed transit containers, if applicable, must be provided in accordance with the format contained in Attachment 17 to this Agreement.

## **9.10 Inspection Procedures for Destruction Process**

### **9.10.1 Procedures for Access for Inspection Team to the Destruction Process**

1. The inspection team shall have unimpeded access to the facility destruction process subject to the negotiated access restrictions due to health and safety hazards as detailed in Section 2, paragraph 3(d) and Attachment 2 to this Agreement.
2. Procedures for the inspection team access to the destruction process are contained in Attachment 20 to this Agreement.

### **9.10.2 Confirmation of the Specific Type and Quantity of Chemical Weapons being Destroyed**

1. In accordance with paragraphs 59 and 66(c) of Part IV(A) of the Verification Annex the inspectors shall have the right to verify through continuous monitoring with on-site monitoring instruments and physical presence of inspectors the specific type and quantity of chemical weapons being destroyed. In particular, the inspection team shall have the right to verify, inter alia, the following:
  - (a) the number and type of chemical munitions, devices or containers going into the destruction area;
  - (b) the type and identity of chemicals contained in tagged munitions, devices or containers after such munitions or devices have been opened in the disassembly area, if applicable;
2. The inspectors shall have the right in accordance with paragraph 67 of Part IV(A) of the Verification Annex to tag, for sampling, munitions, devices, or containers located in the temporary holding area(s). The inspectors shall employ for this purpose, as appropriate, agreed tags, described in Attachment 19 to this Agreement. Agreed tagging procedures are also contained in Attachment 19 to this Agreement.

### **9.10.3 Verification of the Process of Destruction**

1. In accordance with paragraph 66(d) of Part IV(A) of the Verification Annex, the inspection team shall have the right to verify through their physical presence and monitoring with on-site instruments the process of destruction of chemical weapons, including working parameters for all stages of the destruction process, inter alia pressure, temperature and concentration of solvents and reagents if applicable.
2. In accordance with the procedures contained in Subsection 9.10 below the inspectors shall have the right to request that samples be taken from the agreed processing points

for the confirmation of the specific type of chemicals being destroyed. A list of such points are contained in Attachment 22 to this Agreement.

#### **9.10.4 Verification of the End-Product of Destruction**

In accordance with paragraph 66(e) of Part IV(A) of the Verification Annex, the inspectors shall have the right to verify through physical presence and monitoring with on-site instruments the end-product of destruction. The list of agreed types of end-product of the destruction process, methods for determination (identification) of the end-product and residual percentage content of toxic chemicals in the end-product are contained in Attachment 23 to this Agreement. The agreed procedures for identification (confirmation) of the end product of destruction also are contained in Attachment 23 to this Agreement.

#### **9.10.5 Verification of the Mutilation of Metal Parts**

In accordance with paragraph 66(f) of Part IV(A) of the Verification Annex, the inspection team shall have the right to verify through physical presence and monitoring with on-site instruments the mutilation of metal parts of chemical weapons after destruction of toxic chemical fill and detoxification of metal bodies. The agreed procedures for confirmation of the destruction of metal parts are contained in Attachment 24 to this Agreement.

#### **9.10.6 Verification of the Integrity of the Destruction Process and of the Facility as a Whole**

Inspectors shall have the right to periodically inspect the structures, processes, and area of the facility and, as required, without prejudice to paragraph 40 of Part II of the Verification Annex, install seals and tags at agreed points at the facility to ensure the integrity of destruction operations. The locations where these seals and tags shall be placed are listed in Attachment 25 to this Agreement. Procedures for the employment of tags and seals are detailed in Attachment 19 to this Agreement.

#### **9.10.7 Sampling and Analysis of Chemical Weapons Tagged (at CWSF or CWDF) for Verification Purposes**

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 26 to this Agreement. Procedures for tagging munitions, devices, or other containers for subsequent sampling are contained in Attachment 19 to this Agreement.

### **Section 10. Representative of the Inspected State Party**

1. In discharging their functions inspectors shall communicate with personnel of the facility only through the designated representative(s) of the inspected State Party.
2. In keeping with the provisions of paragraph 41 of Part II of the Verification Annex, the inspected State Party shall ensure that its representative(s) 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 provide the inspection team, during the inspection, with such clarification as may be necessary to remove the ambiguity. If questions relating 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 (or interim report) 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 format referenced in Attachment 27. Any substantive changes to this format will be made only after consultation with the inspected State Party.
3. Any documentation and records provided by the inspected State Party that are not attached to the document on preliminary findings may be taken off-site by the inspection team only with the specific authorisation of the inspected State Party.
4. Before the conclusion of the meeting the inspected State Party may provide written comments and clarifications to the inspection team on any issue related to the conduct of the inspection. These written comments and clarifications shall be attached to the document on the preliminary findings (or interim report).

### **Section 13. 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 10 to this Agreement to the inspection team throughout the duration of the inspection
  - (a) interpretation
  - (b) communication means;
  - (c) transportation;
  - (d) working space, including equipment storage space;
  - (e) lodging;
  - (f) meals;
  - (g) medical care; and
  - (h) equipment and utilities support, as detailed in the pertinent Sections to 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 10 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 10 to this Agreement

### **Section 14. Liabilities**

Any claim by the inspected State Party against the OPCW or by the OPCW 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 15. Status of Attachments**

The Attachments form an integral part to 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 16. Amendments, Modifications and Updates**

1. Amendments to this Agreement may be proposed by either Party and shall be agreed to and enter into force under the same conditions as provided for under Section 19 of this Agreement.
2. Modifications to the Attachments to this Agreement, with the exception of Attachment 1, Attachment 6, and Part D of Attachment 5, may be agreed upon in writing at any time between the representative of the OPCW and the representative of the inspected State Party, provided that both are specifically authorised to do so. The Director-General shall inform the Executive Council about any such modifications. Each Party to this Agreement may revoke its consent to a modification not later than 30 days after the modification was agreed upon. After this time period has elapsed, the modification shall be considered as meeting the requirements of Section 19 of this Agreement.
3. Updates to Part A of Attachment 1, Attachment 6, and Part D of Attachment 5 to this Agreement shall be made by the inspected State Party. Updates to Part B of Attachment 1 to this Agreement shall be made by the OPCW. The Party making the updates shall provide written notification thereof to the other Party no less than 30 days before the updates are to take effect.
4. Any planned change to the information contained in Part A of Attachment 1 to this Agreement which might impact on the planning for the systematic verification at the facility, shall be communicated to the OPCW by the inspected State Party as soon as possible, but normally no later than 30 days before it would take effect.
5. Any change to the information contained in Part B of Attachment 1 to this Agreement which might impact on the planning for the systematic verification at the facility, shall be communicated to the inspected State Party by the OPCW as soon as possible, but normally no later than 30 days before it would take effect.

### **Section 17. Settlement of Disputes**

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

### **Section 18. 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 OPCW 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 OPCW written notification that its internal requirements for entry into force have been met.

### **Section 19. Duration and Termination**

This Agreement shall cease to be in force no later than 30 days after the inspected State Party has submitted to the OPCW notification of the completion of chemical weapons destruction at the facility and when this has been confirmed by the Technical Secretariat within that 30 day period.

### **ATTACHMENTS**

- Attachment 1. Planning Data for 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 Teams' Contacts with the Media or the Public Concerning Inspections at the Facility
- Attachment 5. Inspection Equipment
- Attachment 6. Information on the Facility Provided by the Inspected State Party
- Attachment 7. Arrangements for Installation and Testing of Inspection Equipment and Stopping Destruction Operations for this Purpose
- Attachment 8. List of Monitoring Equipment Already Installed and Agreed for Use
- Attachment 9. Staffing Arrangements for the Continuous Presence of Inspectors
- Attachment 10. Services to be Provided by Inspected State Party
- Attachment 11. Arrangements for Inspected State Party Training of Inspection Team
- Attachment 12. Procedures for Inspection Team Shift Operations
- Attachment 13. List of Types and Procedures for the Inspection of Vehicles Exiting Destruction Facility
- Attachment 14. Arrangements for Interviews
- Attachment 15. Records to be Maintained by Facility
- Attachment 16. Procedures for the Conduct of Inventories
- Attachment 17. Format for Notifying Munitions Movement
- Attachment 18. Procedures for Inspection Team Access to Temporary Holding Area(s)
- Attachment 19. Procedures for the Employment of Tags and Seals
- Attachment 20. Procedures for Inspectors Access to Destruction Process
- Attachment 21. List of the OPCW's On-Site Monitoring Instruments, Installation Points, Procedures for Tamper Security Measures
- Attachment 22. List of Process Sampling Points
- Attachment 23. Agreed Types of Destruction End Products, Methods of Destruction and Residual Percentage Contents
- Attachment 24. Agreed Methods for the Confirmation of the Destruction of Metal Parts

- Attachment 25. Agreed Points for Installation of Tags and Seals for the Purpose of Confirming Integrity of Destruction Process and Facility
- Attachment 26. Sampling and Analysis Procedures
- Attachment 27. Standardised Format for the Interim Report
- Attachment 28. Agreed Procedures for Photography

## **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**

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

**Part F. Modification of Inspection Activities**

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

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

**Part A. General**

**Part B. Information Determined To Be Kept In The Container Under Dual Control**

**Attachment 4. Arrangements for the Inspection Teams' Contacts With the Media or the Public Concerning Inspections at the Facility**

**Attachment 5. Inspection Equipment****Part A: Approved Inspection 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 Inspection Equipment or Supplies**

Item	Special handling/ Control procedures	Location of storage	Remarks

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

**Attachment 6. 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**

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**Attachment 7. Arrangements for Installation and Testing of Inspection Equipment and Stopping Destruction Operations for this Purpose**

**Attachment 8. List of Monitoring Equipment Already Installed and Agreed for Use**

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**Attachment 9. Staffing Arrangements for the Continuous Presence of Inspectors**

## **Attachment 10. Services to be Provided by 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 in Attachment 2, Part B and Attachment 11 to this Agreement.
7. Communications:
8. Inspected State Party utilities (electrical, 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 inspection team.
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 the inspected State Party:  
\_\_\_\_\_

Comments on the request by the inspected State Party:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

[Signature of the authorised member of the inspection team]

**Attachment 11. Arrangements for Inspected State Party Training of Inspection Team**

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**Attachment 12. Procedures for Inspection Team Shift Operations**

**Attachment 13. List of types and Procedures for the Inspection of Vehicles Exiting  
Destruction Facility**

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**Attachment 14. Arrangements for Interviews**

**Attachment 15. Records to be Maintained by Facility**

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**Attachment 16. Procedures for the Conduct of Inventories**

**Attachment 17. Format for Notifying Munitions Movement**

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**Attachment 18. Procedures for Inspection Team Access to Temporary Holding Area(s)**

**Attachment 19. Procedures for the Employment of Tags and Seals**

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**Attachment 20. Procedures for Inspectors Access to Destruction Process**

**Attachment 21. List of the OPCW's On-Site Monitoring Instruments, Installation Points, Procedures for Tamper Security Measures**

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**Attachment 22. List of Process Sampling Points**

**Attachment 23. Agreed Types of Destruction End Products, Methods of Destruction and Residual Percentage Contents**

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**Attachment 24. Agreed Methods for the Confirmation of the Destruction of Metal Parts**

**Attachment 25. Agreed Points for Installation of Tags and Seals for the Purpose of Confirming Integrity of Destruction Process and Facility**

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**Attachment 26. Sampling and Analysis Procedures**

**Attachment 27. Standardised Format for the Interim Report**

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**Attachment 28. Agreed Procedures for Photography**

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