

Agreement
between
the Government of the French Republic
and
the ITER International Fusion Energy Organization

**regarding the Headquarters of the ITER Organization
and the Privileges and Immunities of the ITER Organization
on French Territory**

Preamble

The Government of the French Republic and the ITER International Fusion Energy Organization,

Considering Article 12 of the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project, signed in Paris, on 21 November 2006,

Desiring to define the legal status and the privileges and immunities on French territory of the ITER International Fusion Energy Organization and the people carrying on their activities,

Have agreed as follows:

Article 1 – General

For the pursuit of its official activities, the ITER Organization shall enjoy within the territory of France the privileges and immunities defined in Article 12 of the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (hereinafter "the ITER Agreement"), and in the Agreement on the Privileges and Immunities of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (hereinafter "the Agreement on Privileges and Immunities of the ITER Organization").

Article 2 – Legal Personality

The ITER Organization shall have legal personality and enjoy, in the territory of France, the legal capacity it requires, including to:

- a) conclude contracts;
- b) acquire, hold and dispose of property and assets;
- c) obtain licenses and,
- d) institute legal proceedings.

Article 3 – Inviolability of buildings, premises, archives and documents and the carrying out of on-site inspections

1. The buildings, premises, archives and documents of the ITER Organization, wherever located, shall be inviolable.
2. The Director-General of the ITER Organization shall cooperate with competent French authorities to establish periodic framework programmes of inspections and controls undertaken in accordance with French laws and regulations to be observed by the ITER Organization in domains falling within the scope of Article 14 of the ITER Agreement.
3. The periodic framework programmes referred to in paragraph 2 above shall be established by the competent French authorities in agreement with the Director-General of the ITER Organization. They shall reflect the evolving nature of the activities carried out by the ITER Organization in the course of its lifecycle. They shall each provide for the minimum and the maximum number of inspections, planned and unannounced, that may be carried out during the period, irrespective of inspections requested by the Director General of ITER or inspections resulting from findings documented by the competent French authorities.

4. As regards nuclear safety, the stated annual minimum and maximum number of inspections liable to be carried out is 5 and 10 respectively. Upon expiry of the twelve-month period following the entry into force of this Agreement, and in the process of establishing periodic framework programmes dealing with nuclear safety inspections referred to in paragraph 3 of the present article, competent French authorities may propose to revise the minimum and maximum number of inspections.
5. The findings of inspections shall be laid down in the form of written observations or requests that shall be sent to the Director General of the ITER Organization. Where required, the ITER Organization shall take subsequent corrective measures and notify the competent French authorities thereof.
6. With respect to the inspections referred to under paragraph 3 above that have been agreed under the periodic framework programmes or that result from findings documented by the competent French authorities, the Director-General of the ITER Organization shall be deemed to have given his consent to grant access to the buildings and premises of the ITER Organization by French officials undertaking these inspections.
7. Without prejudice to paragraph 6 above, the access of French officials to the buildings and premises of the ITER Organization shall require the prior consent of the Director-General of the ITER Organization or his delegate. Such consent shall be deemed to be given:
 - (a) in the event of a fire or incident of a similar nature that could threaten public safety and that require immediate measures to be taken or
 - (b) in the case of inspections resulting from findings documented by the competent French authorities, until such time when those authorities and the Director General of the ITER organization or his delegate agree that all prescribed corrective measures have been fully implemented.
8. Pursuant to Article 22 of the Agreement on the Privileges and Immunities of the ITER Organization, the conditions of implementation of this Article are laid down in the Annex to this Agreement.

Article 4 – Immunity from jurisdiction and execution

1. The ITER Organization shall enjoy immunity from jurisdiction and execution except:
 - a) to the extent that the ITER Organization has expressly waived such immunity in a particular case;
 - b) in respect of a civil action brought by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of,

- the ITER Organization, or in respect of a motor traffic offense involving such a vehicle;
- c) in respect of the enforcement of an arbitration award made under Article 23 of the Agreement on Privileges and Immunities of the ITER Organization and,
 - d) in the event of an attachment of salary, enforced for a debt of a staff member of the ITER Organization, provided that such attachment results from a final and enforceable legal decision in accordance with the rules in force on the territory of enforcement.
2. The ITER Organization's property and assets, wherever situated, shall be immune from any form of requisition, confiscation, expropriation and sequestration except:
- a) to the extent that the ITER Organization has expressly waived such immunity in a particular case;
 - b) in respect of a civil action provided for in paragraph 1 (b) and,
 - c) in respect of the enforcement of an arbitration award made under Article 23 of the Agreement on Privileges and Immunities of the ITER Organization.
3. The ITER Organization shall also be immune from any form of administrative or provisional judicial constraint, except to the extent that it has expressly waived such immunity in a particular case and insofar as may be necessary in connection with or in respect of:
- a) the prevention and investigation of accidents involving motor vehicles belonging to, or operated on behalf of, the ITER Organization and,
 - b) the enforcement of an arbitration award made under Article 23 of the Agreement on Privileges and Immunities of the ITER Organization.

Article 5 – Exemption from taxation

1. Within the scope of its official activities, the ITER Organization, its property and income shall be exempt from direct taxes.
2. Real estate acquired by the ITER Organization for its official activities shall be exempt from registration duties on deeds and other tax or duties relating to the acquisition thereof.
3. When goods or services, strictly necessary for the exercise of the official activities of the ITER Organization, are purchased or used by or on behalf of the ITER Organization, and when the price of such goods or services includes taxes or duties, the French authorities shall take appropriate measures to grant

exemption from such taxes or duties or to provide for their reimbursement, provided that established rules of procedures are being complied with.

Article 6 – Vehicles of the ITER Organization

The ITER Organization may import into France, exempted from all duties and taxes, vehicles necessary for its official activities.

Article 7 – Import and export of goods

1. Goods imported or exported by the ITER Organization, or on its behalf, for its official activities shall be exempt from all duties and taxes. Goods imported or exported by the ITER Organization for its official activities shall be exempt from prohibitions and restrictions on imports and exports except where such prohibitions or restrictions are consistent with the laws, regulations and policies referred to in Articles 14 and 20 of the ITER Agreement. French Authorities and the ITER Organization shall take all necessary measures to facilitate practical implementation of the provisions of this Article, in particular so as to ensure that the efficient transfer of goods between the Headquarters and the Field Teams of the ITER Organization, as well as between the ITER Organization and the Domestic Agencies of its Members.
2. The exemption of taxes and duties provided for under paragraph 1 shall also apply to goods that have been imported or exported by the ITER Organization in the course of 2006.

Article 8- Official Activities of the ITER Organization

1. For the purposes of Articles 5, 6 and 7, the official activities of the ITER Organization shall include its administrative activities, including its operations in connection with any social security scheme it establishes, and activities undertaken in pursuance of the purpose of the ITER Organization as defined in the ITER Agreement.
2. The provisions of Articles 5 and 7 shall not apply to taxes and duties that are no more than charges for public utility services.

Article 9 – Disposal of goods

Goods exempted from duties and taxes under the terms of Articles 5, 6, 7 and 8 of this Agreement shall not be sold or given away to a third party unless a prior agreement of the French Authorities has been obtained or the applicable duties, taxes and contributions paid. Where such duties, taxes and contributions are calculated on the basis of the value of the goods, the value at the time of disposal and the rates in force at that time shall apply.

Article 10 – Publications, information and communications

1. Without prejudice to the laws, regulations and policies referred to in Articles 14 and 20 of the ITER Agreement, the circulation of publications and other information material sent by or to the ITER Organization shall not be restricted in any way.
2. For its official communications and the transfer of all its documents, the ITER Organization shall enjoy treatment no less favourable than that accorded by France to other international organizations. No censorship shall be applied to official communications of the ITER Organization, regardless of the means of communication employed.

Article 11 – Funds, currency, cash and securities

Pursuant to Article 10 of the Agreement on Privileges and Immunities of the ITER Organization, the ITER Organization may receive and hold any kind of funds, currency, cash or securities; it may dispose of them freely for any purpose provided for in the ITER Agreement and hold accounts in any currency to the extent required to meet its obligations.

Article 12 – Representatives and experts

1. The representatives of the Members of the ITER Organization within the ITER Council and subsidiary bodies, together with their alternates shall, while exercising their functions and in the course of their journeys to and from the place of meeting convened by the ITER Organization, enjoy the following privileges and immunities:
 - a) immunity from arrest and detention, and from seizure of their personal luggage;
 - b) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a representative of a Member of the ITER Council and subsidiary bodies, or their alternates, nor in the case of damage caused by a motor vehicle belonging to or driven by him;
 - c) inviolability for all their official papers and documents;
 - d) the right to receive documents or correspondence by special courier or sealed bag;
 - e) exemption for themselves and their spouses from measures restricting immigration and from aliens' registration formalities;

- f) the same facilities in the matter of currency and exchange control as are accorded to the representatives of foreign governments on temporary official missions; and
 - g) the same customs facilities as regards their personal luggage as are accorded to diplomatic agents.
2. Experts, in the exercise of their functions in connection with the ITER Organization or in carrying out missions for the ITER Organization, shall enjoy the following privileges and immunities, to the extent that these are necessary for the exercise of their functions, including during journeys made in the exercise of their functions and in the course of such missions:
- a) immunity from jurisdiction, even after they have ceased to exercise their function of expert for the ITER Organization, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offense committed by an expert, nor in the case of damage caused by a motor vehicle belonging to or driven by him;
 - b) inviolability for all their official papers and documents and,
 - c) the same facilities as regards monetary and exchange regulations and as regards their personal luggage as are accorded to the officials of foreign governments on temporary official missions.
3. French Authorities shall take all appropriate measures to facilitate the entry into and exit from France of the representatives, experts and alternates of representatives of members of the ITER Organization, of the ITER Council and subsidiary bodies, and of visiting researchers within the meaning of paragraph 12 of Article 7 of the ITER Agreement and to provide, upon request, assistance during their stay in France.

Article 13 – Staff of the ITER Organization

1. In accordance with Articles 14 and 18 of the Agreement on Privileges and Immunities of the ITER Organization, the staff of the ITER Organization shall enjoy the following privileges and immunities:
- a) immunity from jurisdiction, even after they have left the service of the ITER Organization, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offense committed by a staff of the ITER Organization, nor in the case of damage caused by a motor vehicle belonging to or driven by him;

- b) exemption in respect of all obligations in respect of military service;
 - c) inviolability for all their official papers and documents;
 - d) the same facilities as regards exemption from measures restricting immigration and governing aliens' registration as are normally accorded to staff of international organizations; and members of their families forming part of their households shall enjoy the same facilities;
 - e) the same privileges in respect of exchange regulations comparably to those accorded to staff of international organizations;
 - f) in time of international crisis, the same facilities as to repatriation as diplomatic agents, and the members of their families forming part of their households shall enjoy the same facilities; and
 - g) the right to import duty-free furniture and personal effects at the time of first taking up their post in France, and the right on the termination of their functions in France to export free of duty their furniture and personal effects.
2. Pursuant to paragraph 1 of this Article, staff of the ITER Organization in particular:
- a) are exempted from work permits or residence permits in France, and are not subject to laws and regulations normally applicable in France relating to immigration and on the registration of aliens, provided they hold the special identity card referred to in sub-paragraph b) below. Members of their families forming part of their households are exempted from any duty provided for by French laws and regulations relating to the registration of alien and to residence permits. Children who have entered the French territory as minors and spouse are exempted from work permits, provided they hold the special identity card referred to in sub-paragraph b) below. This exemption is without prejudice of the conditions that have to be fulfilled for some "regulated occupations";
 - b) shall, together with members of their families forming part of their households, be provided by the French authorities with a special identity card certifying their connection with the ITER Organization and their entitlement to the privileges and immunities specified in the Agreement on Privileges and Immunities of the ITER Organization and in this Agreement; and
 - c) may export, without prohibition or restriction, during a period of up to 12 months from the date of ceasing duty with the ITER Organization, their furniture and personal effects, including motor vehicles, in their use and possession.

3. Staff employed in France and their spouses who are neither French nationals nor yet permanent residents in France shall each have the right to import or acquire in France a motor vehicle without payment of taxes and duties during their ITER employment in France, which vehicle shall be registered in a special series.
4. The ITER Organization shall inform the competent French authorities whenever a staff member takes up or relinquishes his duties. It shall at least once every year send the competent French authorities a list of all staff and family members forming part of their households.
5. Visiting researchers within the meaning of paragraph 12 of Article 7 of the ITER Agreement shall benefit from the provisions of paragraph 2.a) above when carrying out research at the ITER Organization.

Article 14 – Exemption from income tax

1. The salaries and emoluments, except annuities and pensions, paid by the ITER Organization, shall be exempt from income tax.
2. These salaries and emoluments will be taken into account for the purpose of assessing the amount of taxation to be applied to income from other sources.
3. The internal tax collected by the ITER Organization shall apply to salaries and emoluments paid by the ITER Organization from the year 2006.

Article 15 – Director-General and Principal Deputy Director General

In addition to the privileges and immunities provided for in Articles 13 and 14 above, the Director-General of the ITER Organization and the Principal Deputy Director General shall enjoy the privileges and immunities to which the head of a diplomatic mission is entitled under the provisions of the Vienna Convention on Diplomatic Relations of the 18 April 1961.

Article 16 – Scope of the privileges and immunities

1. The privileges and immunities conferred in accordance with this Agreement shall not diminish or affect the duty of the ITER Organization, the Director-General or the Staff to comply with French laws and regulations in the fields of public and occupational health and safety, nuclear safety, radiation protection, licensing, nuclear substances, environmental protection and protection from acts of malevolence.
2. The privileges and immunities provided for in this Agreement are provided solely to ensure, in all circumstances, the unimpeded functioning of the ITER Organization and the complete independence of the persons to whom they are accorded and not for their personal advantage.

3. The privileges and immunities provided for in this Agreement shall be waived in any case where the authority competent to waive the immunity in accordance with the ITER Agreement considers that such immunity would impede the course of justice and that waiver would not prejudice the purposes for which it was accorded and where, in the case of the ITER Organization, the Director-General, and the Staff, the Council determines that such a waiver would not be contrary to the interests of the ITER Organization and its Members.

Article 17 – Cooperation with French authorities

The ITER Organization shall cooperate at all times with the competent French authorities in order to facilitate the proper administration of justice, to ensure the observance of police regulations and regulations concerning public health and safety, licensing, environmental protection, labour inspection or other similar national legislation, and to prevent any abuse of the privileges and immunities provided for in this Agreement. The procedure for the cooperation referred to in this Article is laid down in the Annex to this Agreement mentioned in Article 3 paragraph 8.

Article 18 – Social Security

1. The ITER Organization, its Director General, its directly employed staff and members of their families forming part of their households to whom the ITER Organization social security scheme applies shall be exempt from all compulsory contributions to the French social security system solely with regard to income arising out of their employment with the ITER Organization.
2. The persons referred to in the above paragraph consequently shall not be entitled to benefits prescribed by the relevant French laws and regulations unless a complementary agreement has been concluded to that effect.

Article 19 – Settlement of Disputes

1. Any dispute arising between the French Authorities and the ITER Organization out of or in connection with this Agreement, which could not be settled by negotiation or by any other procedure to be agreed is, unless the Parties decide otherwise, subject to arbitration, at the request of one of the Parties. The Parties shall meet to discuss the nature and the conditions of the agreed procedure of settlement of dispute, with a view to an early resolution.
2. The ITER Organization shall provide for the appropriate mechanisms for the settlement of disputes arising between the ITER Organization and the staff.

Article 20 – Entry into force

1. This Agreement is subject to ratification, acceptance or approval in accordance with the procedures of each Signatory.

2. Each Party shall notify to the other Party its ratification, acceptance or approval of this Agreement, which will enter into force thirty days after the reception of the last notification, subject to the entry into force of the Agreement on Privileges and Immunities of the ITER Organization.

Article 21 – Duration of validity

This Agreement shall have the same duration of validity as the ITER Agreement.

Done at Saint-Paul-Lez-Durance (Cadarache), on 7 November 2007, in two copies in English and French, each version being equally authentic.

For the Government
of the French Republic

For the ITER International Fusion
Energy Organization



Valérie PÉCRESSE
Minister for Higher Education
and research



Kaname IKEDA
Director General Nominee
of the ITER Organization

Annex to the Agreement
between
the Government of the French Republic
and
the ITER International Fusion Energy Organization
regarding the Headquarters of the ITER Organization
and the Privileges and Immunities of the ITER Organization
on French territory

PROCEDURES FOR COOPERATION
BETWEEN THE FRENCH AUTHORITIES
AND THE ITER ORGANIZATION

Article 1

Purpose

The purpose of this Annex is to define the terms for cooperation between the French Authorities and the ITER Organization as provided for under Article 17 of the Agreement between the Government of the French Republic and the ITER International Fusion Energy Organization regarding the Headquarters of the ITER Organization and the Privileges and Immunities of the ITER Organization on French territory (hereinafter "the Headquarters Agreement") and to specify the conditions for the implementation of Article 3 of the Headquarters Agreement.

This Annex shall be an integral part of the Headquarters Agreement.

Article 2

Safety and security

1. The ITER Organization shall take the necessary steps to guarantee the safety and security of its "installation nucléaire de base" as defined in French laws and regulations, including the equipment and facilities required for the operation of this installation and its related installations and equipments, during their construction, operation, de-activation, and in providing for decommissioning, in accordance with the procedures defined in this Annex.
2. In accordance with Article 14 of the ITER Agreement, the provisions of French laws and regulations concerning public and occupational health and safety, nuclear safety, radiation protection, licensing, nuclear substances, environmental protection and protection from acts of malevolence shall be observed by the ITER Organization. The Director-General of the ITER Organization shall be responsible for the observance of these provisions and application of the requirements resulting from them.

Article 3

Periodic reports

The ITER Organization shall produce periodic reports as provided for under French laws and regulations in domains falling within the scope of Article 14 of the ITER Agreement.

Article 4

Transport of radioactive substances

The ITER Organization shall declare all transports of radioactive substances and shall request licences or approvals for such transports following the provisions of the relevant French laws and regulations.

Article 5

Radioactive waste management

1. The ITER Organization shall observe French laws and regulations concerning the management of radioactive waste.

2. The management of radioactive waste arising from the operation of ITER facilities shall be conducted in accordance with Article 5 of the Annex to the ITER Agreement on Site Support.
3. The ITER Organization shall provide the competent French Authorities with the elements necessary for the drafting of the French national radioactive substances and waste management plan, in accordance with applicable French laws and regulations.

Article 6
Decommissioning

1. In accordance with Article 16 of the ITER Agreement, the ITER Organization shall make provision for the decommissioning of the ITER facilities through the generation of a Decommissioning Fund, and shall transfer this Fund and the ITER facilities to France following the de-activation phase.
2. The ITER Organization shall observe French laws, regulations and related requirements concerning the establishment and the management of the Decommissioning Fund and the transfer to the competent French Authorities of this Fund and of the ITER facilities.
3. The ITER Organization shall establish the Decommissioning Fund with the objective to achieve, by the time of the transfer of the Fund, an agreed amount ("the planned final value") of the Decommissioning Fund to provide for the decommissioning of the ITER facilities. The initial planned final value shall be adopted by the ITER Council, having regard to the value estimate for ITER Decommissioning set out in the Common Understanding "Value Estimates for ITER Phases of Construction, Operation, Deactivation and Decommissioning and Form of Party Contributions" referred to in the Joint Declaration of the ITER Parties on Implementation, 24 May 2006.

The planned final value of the Decommissioning Fund shall be adjusted regularly to compensate for the effects of inflation and to take into account changes mentioned in paragraph 6 of the present article.

4. Following the final phase of experimental operations of the nuclear basic installation ITER, the ITER Organization shall, within a period of five years, or shorter if agreed by the competent French Authorities, bring the ITER facilities into such conditions as are to be agreed and updated as necessary between the competent French Authorities and the ITER Organization, following which the ITER Organization shall hand over to the competent French Authorities the Fund and the ITER facilities for their decommissioning. For this purpose, before the end of the deactivation phase, the ITER Organization shall provide to the competent French Authorities a complete report on the conditions of the installations and the decommissioning fund. French Authorities shall have the possibility to set up a review with independent experts, in close cooperation with the ITER Organization.
5. In order to ensure the proper implementation of Article 16 of the ITER Agreement and of the present Article, a Decommissioning Advisory Committee, hereinafter referred to as the Committee, comprising equal numbers of representatives from the ITER

Organization and the French Authorities, shall be established. The Committee shall meet at least annually.

- 5.1 The Committee shall be heard by the auditors or reviewers during the internal and external audits or reviews carried out in accordance with the ITER Agreement and the ITER Project Resource Management Regulations. The Committee shall give an opinion on the final reports of these audits or reviews.
- 5.2. The Committee shall provide the ITER Council with an opinion on modifications of the ITER Project Resource Management Regulations as concerns the Decommissioning Fund and on changes in the planned final value. For this purpose:
 - 5.2.1. the ITER Organization shall annually present to the Committee a characterization of the current and expected evolution of the radiological condition of the ITER facilities and any possible financial consequences;
 - 5.2.2. the ITER Organization shall annually present to the Committee financial information on the status and expected evolution of the Decommissioning Fund;
 - 5.2.3. the French Authorities shall inform the Committee of any changes in the applicable laws and regulations.
- 5.3. The Committee shall provide the ITER Council with an opinion on financial responsibility for changes in the planned final value mentioned in paragraph 6 of the present article.
- 5.4. One representative of each party to the Committee shall attend as experts the meetings of the ITER Council dealing with the decommissioning aspects.
6. Before the ITER facilities and the Decommissioning Fund are transferred to the French Authorities, financial responsibility for changes in the planned value of the Fund are to be born:
 - 6.1. by the ITER Organization if they arise from :
 - 6.1.1. changes in the proposed ITER Programme which are expected to materially affect the expected radiological condition of the ITER facilities at the time of transfer of the Fund (hereinafter “the reference characterisation”);
 - 6.1.2. changes in the design of the ITER device which are expected to materially affect the reference characterisation;
 - 6.1.3. changes in the reference characterisation arising from new radiological information or unanticipated events;
 - 6.1.4. changes in the project time-scale;
 - 6.1.5. changes in international regulatory standards as concerns decommissioning and radioactive waste management of nuclear installations or,

- 6.1.6. any other changes imposed by the ITER Organization.
- 6.2. by France if they arise from:
 - 6.2.1. changes in French laws and regulations and their application – excluding those resulting from the changes specified in paragraph 6.1.5 above – as concerns decommissioning and radioactive waste management of nuclear installations;
 - 6.2.2. changes in estimates of unit costs for waste disposal or decommissioning activities used to establish the value of the Decommissioning Fund – excluding those arising from changes specified in paragraphs 6.1.1 through 6.1.6 above or,
 - 6.2.3. any other changes imposed by France.
7. The ITER Organization and the competent French Authorities shall, before the end of the deactivation phase, agree on the detailed schedules, terms and conditions for the transfer of the Decommissioning Fund and acceptance by France of the ITER facilities.
8. Following the acceptance of responsibility for the ITER facilities and the receipt of the Decommissioning Fund by the competent French Authorities:
 - 8.1. the ITER Organization and its Members shall bear no responsibility for the ITER facilities except where otherwise agreed between the ITER Organization and France;
 - 8.2. France shall continue to observe the provisions of Article 20 of the ITER Agreement;
 - 8.3. France shall provide regular technical reports to all Members of the ITER Organization that have contributed to the Decommissioning Fund on the progress of the decommissioning and on the procedures and technologies used or generated for the decommissioning.

Article 7

Protection, accounting for and control of nuclear material and protection from acts of malevolence

The ITER Organization shall observe French laws and regulations, as well as related requirements, on the protection, accounting for and control of nuclear material and on protection from acts of malevolence. The French Authorities shall verify the observance by the ITER Organization of the laws, regulations and related requirements in these fields.

Article 8

Protection of classified information

The Protection against dissemination of classified information under French law shall be governed by a specific protocol to be developed by the parties to this Agreement in accordance with Article 13 of this Annex.

Article 9

Declarations of incidents or accidents

1. Any incident or accident, whether or not nuclear, which has or is liable to have consequences on the safety of the installations or transports covered by this Annex, or which, through significant exposure to ionising radiation, could endanger persons, property or the environment, shall be immediately declared by the ITER Organization to the designated French Authorities.
2. The French Authorities shall take such further actions as may be required.
3. Events possibly related to an act of malevolence or affecting the safety, security or physical protection of materials or installations, shall be immediately notified to the designated French Authorities.

Article 10

Radiation protection

1. The ITER Organization shall ensure that human exposure to ionising radiation as a result of its activities is kept as low as is reasonably achievable (ALARA), in the light of current technology and economic and social factors, and that it will respect the limits as provided for under French laws and regulations.
2. The ITER Organization shall take samples and conduct tests and provide the results and other requested radiation protection data to the designated French Authorities as required under the relevant laws and regulations.
3. The designated French Authorities may take samples and conduct any test as necessary to verify observance of relevant laws and regulations as concern the installations, the environment and the workers.

Article 11

Cooperation between the French Authorities and the ITER Organization

1. To ensure correct application of this Annex, the French Authorities and the ITER Organization shall meet on a regular basis.
2. In case a documented disagreement over the outcome of inspections or ensuing actions undertaken by the ITER Organization in matters dealing with public and occupational health and safety materializes, both Parties commit to use their best efforts to solving the issue under paragraph 1 of Article 11 of this Annex prior to resorting to the dispute settlement mechanism.

Article 12

Interim protective measures

1. In case of a dispute concerning compliance with Article 14 of the ITER Agreement and this Annex, the French Authorities shall notify the ITER Organization of actions it deems necessary to rectify the situation. If no resolution can be found within a period

to be specified, the French Authorities may take or impose on the ITER Organization interim protective measures including, in the event of an emergency, an order that operation of the ITER facilities be suspended.

2. In the event of serious and imminent risks, the French Authorities may take or impose on the ITER Organization the measures mentioned in paragraph 1 without delay.

Article 13

Additional protocols

1. Additional protocols shall be concluded between the French Authorities and the ITER Organization in the following areas:
 - carrying out of on-site labour inspections in matters dealing with public and occupational health and safety
 - protection against dissemination of French classified information relating to measures aimed at the protection of the ITER facilities.
2. Other additional protocols may be concluded between the French Authorities and the ITER Organization, as and when necessary, to clarify the procedures for application of this Annex.