

FOIA MARKER

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Folder Title:

North Korea-Kuala Lumpur, May-June 1995 [3]

Staff Office-Individual:

Nonproliferation and Export Controls-Aoki, Steven

Original OA/ID Number:

711

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41	5	6	3	v

Withdrawal/Redaction Sheet

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
001. notes	handwritten, re Kuala Lumpur negotiations (8 pages)	05/25/1995	P1/b(1)
002. notes	handwritten, re Kuala Lumpur negotiations (15 pages)	05/27/1995	P1/b(1)
003. notes	handwritten, re Kuala Lumpur negotiations (7 pages)	05/29/1995	P1/b(1)
004. notes	handwritten, re Kuala Lumpur negotiations (6 pages)	05/31/1995	P1/b(1)
005. notes	handwritten, re Kuala Lumpur negotiations (6 pages)	06/02/1995	P1/b(1)
006a. paper	re spent fuel (3 pages)	05/00/1995	P1/b(1)
006b. paper	re sanctions (5 pages)	05/00/1995	P1/b(1)
007. notes	handwritten, trilateral talks (2 pages)	00/00/1995	P1/b(1)
008. notes	handwritten, re Kuala Lumpur negotiations (4 pages)	06/06/1995	P1/b(1)
009. letter	Minister Kang to Ambassador Gallucci (2 pages)	05/01/1995	P1/b(1)
010. letter	President Kim (ROK) to POTUS (2 pages)	06/17/1995	P1/b(1)
011a. letter	Prime Minister Murayama (Japan) to POTUS [English] (2 pages)	06/12/1995	P1/b(1)
011b. letter	Prime Minister Murayama (Japan) to POTUS [Japanese] (4 pages)	06/12/1995	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Kuala Lumpur, May-June 1995 [3]

2009-0528-F

kc1587

RESTRICTION CODES

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Design Modifications to the Korean Standard Plant

Background:

- The Korean Standard Nuclear Power Plant is the result of a cooperative effort between the Korean nuclear industry and two U.S. firms, ABB-Combustion Engineering and Sargent & Lundy.
- A nuclear power plant project consists of two major components. The nuclear steam supply system (the reactor, pumps and steam generators) and the balance of plant (turbine generator, containment and auxiliary buildings and components).
- A reactor vendor (in this case ABB-Combustion Engineering and its Korean counterpart, KAERI-Korean Atomic Energy Research Institute) is responsible for the design of the nuclear steam supply system.
- An Architect Engineering (A/E) firm (in this case, Sargent & Lundy and its Korean counterpart, KOPEC-Korean Power Engineering Company) is responsible for the site specific design (plant layout) and in many cases for civil construction and erection of the power plant.

Korean Standard Nuclear Power Plant:

- Ulchin units 3 & 4 currently under construction, will be the first Korean Standard design. They are scheduled for commercial operation in 1998 and 1999. The Ulchin design is based on Yonggwang 3 & 4. Yonggwang unit 3 will achieve full commercial operation this summer, unit 4 about one year later.
- In 1987, the Korean Electric Power Company (KEPCO) chose ABB-Combustion Engineering and Sargent & Lundy to participate in the design, manufacture and construction of Yonggwang units 3 & 4. The Yonggwang nuclear steam supply system is an improved version of ABB-Combustion Engineering's Palo Verde design. The plant layout is a first of a kind design created by Sargent & Lundy and includes improvements of Palo Verde that enhance safety, constructibility, operation and maintenance.
- The contracts with the American firms included a very large transfer of technology program for the nuclear steam supply system, balance of plant design and manufacturing capabilities. The Korean objective was to make Korean companies self reliant in the design and manufacture of nuclear systems through a transfer of computer codes, documents, classroom training, on the job training, and joint work both in the U.S. and the ROK. ROK personnel participated in design and analysis tasks for the Yonggwang units.

- The ROK is now about 85% self sufficient with a goal to reach 95% by the turn of the century. ABB-Combustion Engineering provides the reactor vessel internals, reactor coolant pumps and the instrumentation and control system (valued at one-two hundred million dollars per reactor) and new technology as it is developed. Both U.S. firms maintain standing contracts with ROK companies to provide engineering services (valued in the tens of millions of dollars a year). Design and manufacturing consultants are provided on request.

- The ROK nuclear infrastructure is closely linked and reliant on ABB-Combustion Engineering and Sargent & Lundy design methodologies and engineering tools. Although installed on ROK computers, codes, standards and improvements are owned by the U.S. companies.

Design Modifications:

- Although Ulchin 3 & 4 are referred to as Korean Standard Nuclear Plants, in fact, no two power plants are similar in all details. The plant layout must be adjusted to take into account site specific features, such as topography, seismicity and available water supplies. Construction methods, location of auxiliary buildings, water distribution systems and other components will differ.

- Safety and operational improvements are also made. The Ulchin units will incorporate the latest U.S. NRC requirements. The steam generators use better materials and construction technology than Yonggwang 3 & 4. In the case of the North Korean project, it might be prudent, for example, to add an additional emergency power supply to protect against station blackout (i.e., the loss of all electrical power, both off-site and on-site).

- ABB-Combustion Engineering and Sargent & Lundy were given lead responsibility for the Yonggwang project. A transition of all joint system design activities has taken place to allow Korean companies to take the lead for all subsequent projects.

- At the request of KEPCO, contract consultation is being provided by the American companies for Ulchin 3 & 4 and will likely be provided for follow on projects, including the Korean project. This includes system and component design support, engineering and manufacturing support and review of documentation and non conformances. Because the Korean Standard Nuclear Power Plant is essentially an American design, based upon American codes, standards and practices, changes have not been made by Korean companies without review and concurrence by their American counterparts.

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006a. paper	re spent fuel (3 pages)	05/00/1995	P1/b(1)

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WASHFAX RECEIPT
DEPARTMENT OF STATE**B**

S/S #

95 MAR 26 13:49

MESSAGE NO. 019079 CLASSIFICATION L.O.U No. Pages 19
FROM: STATE OPS S/S-O 647-1512 2516
(Officer name) (Office symbol) (Extension) (Room number)
MESSAGE DESCRIPTION DPRK DOCUMENTS

TO: (Agency)	DELIVER TO:	Extension	Room No.
<u>WHSR</u>	<u>S.D.O</u>		
<u>DOD</u>	<u>OPCTR - CAPT LOEFFLER</u>		
<u>DoE</u>	<u>OPCTR - JEFF HUGHES</u>		
	<u>ROTH</u>		
	<u>PONEMAN</u>		

FOR: CLEARANCE ☐ INFORMATION ☐ PER REQUEST ☐ COMMENT ☐

REMARKS: _____

S/S Officer: _____

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S, D, P, TD
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EAP, EB
DOE, DOD
s/s, s/so
cms, s/ss
PA

to: S/AL - Robert L Gallucci
EAP - Tom Hubbard
EB - Shaun Donnelly
and pass to DOE OpCtr - Jeff Hughes
and pass to DOD OpCtr - Capt. Loeffler

fax #: (202) 647-1811

from: Harold D. Foster

date: March 26, 1995

re: DPRK Terms & Conditions and Position
Towards KSR Model

Pages: 19, including this cover sheet

NOTES: Attached documents entitled, "Terms and Conditions for Agreement on Supply of a Light-Water Reactor Between the Democratic People's Republic of Korea and the United States of America" and "DPRK Position Towards the Design of the 'Reactor of the Korean Standard Nuclear Plant Model'," were passed to US Del Leader Gary Samore by DPRK Del Leader Kim Jong U, during the 3/25 afternoon session of Berlin LWR talks. We've given copies to Japanese and ROK delegations in Berlin.

Regards,



DPRK POSITION TOWARDS THE DESIGN OF THE "REACTOR OF THE KOREAN STANDARD NUCLEAR PLANT MODEL"

The south Korean LWR design is no more than a mere imitation and modification of that of Combustion Engineering (CE), USA, which is neither proven through operation nor recognized internationally.

There exists no such substance as the "reactor of Korean standard model" but only its ghostly name.

1. The south Korean LWR design is not comparable to the international standards.

- Safety Indices:

a) Probability of Severe Core Damage

International Standard	10^{-5} /year
South Korea	10^{-5} /year
Germany, Russia	10^{-6} - 10^{-7} /year

b) Probability of offsite Releases

International Standard	10^{-6} /year
South Korea	not defined
Germany, Russia	10^{-7} /year

- Containment Improvements

No dual containment (Concrete Shield Building)

- No hydrogen igniters

- I & C Systems Improvements

No Advanced Control, Alarm and Information Display Systems

- Steam Generator Improvements

Corrosion Resistent Tubes-Inconel 600

- Engineered Safety Systems Improvements

Increased SIS Redundancy

S.Korea - 2 - train Cold Leg

Germany, Russia - 4 - train Direct Vessel

* These information on the south Korean LWR is provided to

the D.P.R.K. by the U.S. Department of Energy at the second round of the LWR Talks on the basis of comparison analysis of safety indices.

2. The south Korean LWR design is not qualified to be named "Korean standard model"., in the light of its self-sufficiency.

- The design self-sufficiency is only 92.8 %.
- The components and parts for reactor core and its control systems are dependent on CE, U.S.A., let alone their design.

3. The south Korean LWR design is not verified through operation. (Any standard LWR design should be proven through construction and actual operation, during which the design itself is further perfected and completed after rectifying all defects.)

Even Yongkwang 3 and 4, the so-called model for "Korean standard design", are not yet completed, while Ulchin 3 and 4 are under construction.

The south Korean nuclear experts themselves acknowledge that their standard design can be completed only through construction of Ulchin 3 and 4 and that the economic effectiveness and safety of such design, even if standardized, can be guaranteed only through construction and operation of more than 6 nuclear power plants.

- The south Korean LWR has never been exported.

Even Japan and Czech, independent manufacturers of reactors, did not call them after their state name.

To force us to recognize the design which is incomparable to the international standards and not proven through actual operation with no guaranteed safety features, having named it "Korean standard" LWR, is nothing but a political plot.

We can accept only such reactor as is comparable to the international standards and verified through actual operation, with guaranteed safety features.

**TERMS AND CONDITIONS FOR AGREEMENT ON
SUPPLY OF A LIGHT-WATER REACTOR BETWEEN
THE DEMOCRATIC PEOPLE'S REPUBLIC OF
KOREA AND THE UNITED STATES OF AMERICA**

**TERMS AND CONDITIONS FOR AGREEMENT ON
SUPPLY OF A LIGHT-WATER REACTOR BETWEEN
THE DEMOCRATIC PEOPLE'S REPUBLIC OF
KOREA AND THE UNITED STATES OF AMERICA**

The Democratic People's Republic of Korea and the United States of America had discussed about the light-water reactor power plants to be provided to the D.P.R.K. pursuant to the October 20, 1994 letter of assurance of the U.S. president and the October 21, 1994 "DPRK-U.S. Agreed Framework", and entered into the following agreement.

1. Scope of Supply

(1) The United States shall provide two light-water reactor (LWR) units with a capacity of approximately 1000 MW(e) each to the DPRK on a turnkey basis. The reference plant shall be Westinghouse Vandelllos -2.

(2) The scope of supply for the LWR project shall include the tasks and projects specified in annex 1 to this agreement.

2. Loan Amount and Terms of Repayment

(1) The loan amount shall be the total price as determined in the commercial contracts to be concluded by prime contractors respectively authorized by the DPRK and the U.S..

With respect to the items specified in annex 1, the DPRK shall not be responsible for any additional costs above the loan amount, other than such costs as result from actions by the DPRK or from failure to take actions for which it is responsible. in

which case the loan amount shall be increased by the amount of additional costs subject to agreement by both parties.

(2) The D.P.R.K. shall repay the loan amount for LWR project minus the cost of investment in the DPRK's graphite-moderated reactors and related facilities and the cost of compensation for energy forgone due to the freeze of the planned construction of graphite-moderated reactors up to the year 2002, in equal, semiannual instalments over a 30-year term, free of interest, with the first payment due after a 10-year grace period from the final take-over of the LWR project specified in the Article 1 of this agreement.

The D.P.R.K. may repay the loan in cash, cash equivalents or in goods.

In the event that the D.P.R.K. repays in cash equivalents or in goods, the price of such items shall be determined jointly by the D.P.R.K. and the U.S. based on the agreed formula for determining international market price. In the case of repayment in goods, the value shall be net of the cost of transportation and disposition.

(3) The corresponding banks of contracting corporations respectively authorized by the D.P.R.K. and the U.S. shall enter into an agreement on the use and repayment of the loan within 3 months of the date of this agreement.

3. Delivery Schedule

(1) The U.S., consistent with the terms of the D.P.R.K.-U.S. Agreed Framework of October 21, 1994 which sets 2003 as the date for completion of the LWR project, shall undertake to complete a significant portion of the LWR project including turbine-generators by 1999. The LWR unit No.1 (with the capacity of approximately 1000 MW(e)) shall be completed by December 2001, and the LWR unit No.2 (with the capacity of approximately 1000 MW(e)) by December, 2003 to be transferred to the D.P.R.K.

For the purpose of this agreement, "completion" refers to the date when commercial operation begins after loading of nuclear fuel and completion of trial test operation as well as rectification of any defect manifest in it.

(2) Plans and schedules for LWR delivery shall be specified in the contracts on the delivery of LWR project to be entered into between corporations respectively authorized by the D.P.R.K and the U.S.

(3) The dates for completion specified in this article shall be adjusted as appropriate, subject to written agreement by both parties, in the event that the D.P.R.K. and the U.S. fail to fulfil in a timely manner the relevant conditions described in the Article 12.

4. Site Selection

(1) The U.S. shall conduct a site study to ensure that appropriate site selection criteria have been satisfied. For this purpose, the U.S. will apply the criteria established by the IAEA and the United States. The site study shall also address any infrastructure improvements that may be needed in order to complete the LWR project to the extent applicable by the law of the D.P.R.K. (e.g., roads, power supply, and other amenities).

(2) The site selection process will focus initially on the DPRK-preferred site at Kumho-ri, Sinpo city, South Hamgyong Province. The D.P.R.K. shall provide the U.S. with relevant information, including the results of the studies that were performed previously at this site in connection with the DPRK-USSR Agreement on Economic and Technical Cooperation in Constructing the Nuclear Power Plant.

Confirmation with respect to the site selection shall be completed by September 1995.

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(3) In the event that the DPRK-preferred site is determined not to be suitable for construction of the LWR project, the U.S. and the D.P.R.K. shall consider alternative sites and adjust the dates for completion of the LWR project accordingly.

5. U.S. Obligations

(1) The U.S. shall undertake to fulfil its obligations for completion of the LWR project under this supply agreement.

The U.S. shall take responsibility for works and obligations of all corporations and their personnel taking part in the implementation of its obligations. All their obligations and actions shall be regarded as those of the U.S.

(2) The U.S. shall take responsibility for elaboration of technical documentation for design, equipment manufacture, construction, commissioning, operation, and maintenance of the LWR project including the safety, physical and environmental protection and safe storage and disposal of radioactive waste, consistent with the regulations, standards and guidelines of the IAEA and the U.S.

(3) The U.S. shall undertake quality assurance activities in conformity with the existing regulations, standards, and guidelines of the IAEA and the U.S.

The U.S. shall provide the DPRK with free access to the premises and documents of the U.S. for the purpose of DPRK quality assurance activities as well as necessary equipment and technical services, at its own expenses.

(4) The U.S. shall ensure that the D.P.R.K. or any third-party QC organization designated by it has the right to inspect the manufacture of equipment and attend the assembly, installation, testing and ^{trial} operation of equipment at any time and any location, at the expenses of the U.S.

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(5) The U.S. shall complete the LWR project including the design, manufacture, delivery, construction, and commissioning within the periods specified in this agreement.

(6) The U.S. shall ensure that guarantees with respect to LWR project are issued to the D.P.R.K. by the designer and vendor, in accordance with nuclear industry practice.

The U.S. shall guarantee the quality and capacity of the equipment for the LWR project provided to the D.P.R.K. under this agreement for 5 years from a turnkey hand-over of the project.

(7) The U.S. shall guarantee the provision of uranium enrichment on commitment for the whole operational life of the LWR power plant through commercial contract, in addition to those provided pursuant to annex 1, as long as the D.P.R.K. is in compliance with this agreement.

(8) The U.S. shall ensure that spare parts, wear parts, consumable and special tools for the normal operation of the LWR power plant be procured, and guarantee the provision of technical services for the operation and maintenance through commercial contracts, in addition to those provided pursuant to annex 1 as long as the D.P.R.K. is in compliance with this agreement.

(9) Personnel sent to the D.P.R.K. by the U.S. and its contractors shall respect the relevant laws of the D.P.R.K. and shall conduct themselves at all times in a professional manner.

In the event that the personnel dispatched by the U.S. and its contractors encroached upon the interest and national security of the D.P.R.K. by committing any act not related to the implementation of this agreement or contracts, the U.S. shall be fully responsible for it according to DPRK laws.

(10) The U.S. shall take full responsibility for training the personnel for construction, operation and maintenance of LWR project subject to the contract on training within and without the territory of the D.P.R.K.

(11) The U.S. shall make it a principle to employ labor necessary for implementation of LWR project locally from the DPRK and shall provide its own labor only when necessitated by unavailability in the D.P.R.K.

(12) The U.S. shall make arrangements for insurance in the event of non-nuclear accident for which the U.S. and its contractors are responsible during the construction of the LWR project.

(13) The U.S. shall make arrangements to provide heavy oil for heating and electricity production to the D.P.R.K. in order to offset the energy forgone due to the freeze of the D.P.R.K's graphite-moderated reactors and related facilities, pending completion of the first LWR unit.

(14) The U.S. shall bear the costs for safe storage and ultimate disposition of the spent fuel from the 5 MW(e) experimental reactor.

(15) The U.S. shall pay the costs exhausted for the development and construction of the graphite-moderated reactors and related facilities now being frozen, and the cost of compensation for energy forgone due to the freeze of the planned construction of graphite-moderated reactors up to the year 2002, as well as the costs for dismantling them.

6. DPRK Obligations

(1) The DPRK shall undertake to fulfil its obligations with regard to the completion of the LWR project.

(2) All DPRK's approvals necessary for the completion of the LWR project shall be provided expeditiously and free of charge, including but not limited to visas, licenses, permits, import and export licenses, access rights and site take-over agreement.

The DPRK shall facilitate prompt customs clearance, and internal transportation of equipment, material, and components for the LWR project at the cost of the U.S.

(3) The DPRK shall exempt personnel sent by the U.S. and its contractors from customs duties and expropriation in connection with the LWR project according to DPRK laws.

(4) The DPRK shall allow unimpeded access to the project site, to international communications and to land, sea, and air transportation routes to and from the project site designated by the DPRK for all personnel sent by the U.S. or its contractors.

(5) The DPRK shall provide currency exchange and other financial services for the U.S. and its contractors at the project site.

(6) The DPRK shall permit the U.S. and its contractors to operate offices at the project site and to communicate with the U.S. and other contractors' offices.

(7) The DPRK shall make available, at a fair price, the facilities necessary for living and working by personnel sent by the U.S. or its contractors.

(8) The DPRK shall accord the international consortium, organized for the purpose of fulfilling U.S. obligations under this agreement, the independent juridical status sufficient to carry out its functions.

(9) The DPRK shall provide conveniences necessary for the U.S., international consortium or its staff to perform their authorized functions.

(10) The DPRK shall protect the property and safety of personnel sent to the DPRK by the U.S. or its contractors.

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(11) The DPRK shall cooperate fully with the U.S. representatives and contractors in matters related to the project, including the conduct of the site study and any other necessary analytical studies.

(12) The DPRK shall not interfere with the repatriation by the U.S. and its contractors of construction equipment and remaining materials from the LWR project.

7. Contractual Arrangements

(1) The DPRK and the U.S. shall respectively designate a corporation as the prime contractor to conclude commercial contracts in respect of the design, equipment, construction, commissioning and operation, as well as of technical services by the end of 1995.

(2) The DPRK and the U.S. may enter into any arrangement or contract with respect to the tasks and projects deemed necessary to implement the LWR project, though not specified in contracts.

(3) The conclusion and the implementation of such contracts shall be based on this agreement.

(4) The DPRK and the U.S. shall facilitate direct communication between the corporations involved in the LWR project, including prime contractors, when such communications are required to facilitate implementation of the LWR project.

8. Nuclear safety and regulation

(1) The U.S. shall undertake to assure that design, manufacture, construction and operation of the LWRs to be provided under this agreement are in compliance with nuclear regulatory standards comparable to those of the IAEA and the U.S.

Nuclear Regulatory Commission.

(2) Before operation of the first LWR unit begins, the DPRK shall assure to adhere to the provisions specified in the convention on Nuclear safety, the Convention on Early Notification of a Nuclear Accident, the Convention on Assistance in the Case of a Nuclear Accident Or Radiological Emergency, and the Convention on the Physical Protection of Nuclear Material.

(3) The DPRK shall assure that nuclear regulatory standards and procedures comparable to those applied to those of the IAEA and the U.S. Nuclear Regulatory Commission are in place to promote the safe operation of the nuclear plant.

(4) The U.S. shall provide the DPRK with the IAEA's safety standards, regulations and guides, as well as the U.S. codes, regulations and guidelines and undertake all its safety-related technical documentation and activities in conformity with them.

The U.S. shall provide such LWR power plants as will guarantee highest safety and economic effectiveness, which satisfies the IAEA's "Basic Safety Principles for Nuclear Power Plants", with the probability of serve core damage less than 10^{-5} /reactor year, the probability of the off-site releases of radioactivity less than 10^{-6} /reactor year and more than 60 years of reactor life.

The U.S. shall present to the D.P.R.K. the design and safety analysis report for LWR reference plant before conclusion of contract, and thereafter, submit the design, preliminary safety analysis report(PSAR), final safety analysis report (FSAR), and other safety-related technical documentation related with the LWR plants to be provided.

The U.S. shall provide all documents and tasks required by the DPRK nuclear regulatory organ in a timely manner.

(5) The DPRK shall be responsible for the safe operation and

maintenance of the reactors, appropriate physical protection, and safe storage and disposal of radioactive waste, including spent fuel, in conformity with IAEA standards or other appropriate international standards and practices.

The U.S. shall cooperate in the efforts of the DPRK to ensure safe operation and maintenance of the LWRs.

The DPRK shall accept safety reviews if requested and arranged by the U.S. and shall respect the results of such reviews in taking measures to ensure safe operation and maintenance.

(6) In the event of a nuclear emergency or accident, the DPRK shall permit access to the site by personnel sent by the U.S. or its contractors to determine the extent of safety concerns and to provide safety assistance.

9. Nuclear liability

(1) The U.S. shall rehabilitate the project to its original state in the event of an accident during the guarantee period at its own cost and expenses and compensate for the damage incurred by the property or citizens of the DPRK.

The guarantee period shall be extended for as long a time as spent to rehabilitate it.

(2) The DPRK shall assure that a legal and financial mechanism is available for meeting claims brought within the DPRK for damages in the event of a nuclear incident after the guarantee period.

The legal mechanism shall include the channelling of liability in the event of a nuclear incident to the reactor operator on the basis of absolute liability.

The DPRK shall assure that the reactor operator is able to satisfy such liabilities.

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(3) The DPRK shall bring no claims arising from activities undertaken pursuant to this agreement for damage to DPRK property or citizens as a result of a nuclear incident after the guarantee period.

(4) The DPRK shall provide for the adequate defense of and indemnify the U.S., or its contractors and their personnel in connection with third-party claims in any court arising from activities undertaken pursuant to this agreement in the event of injury or damage occurring inside or outside the territory of the DPRK as a result of a nuclear incident after the guarantee period. This provision shall not be constructed as acknowledging the jurisdiction of any court or as waiving any immunity of either party.

(5) The liability in the event of a nuclear incident after the expiration of the guarantee period specified in this article shall be applied to cases other than those occurring due to intentional acts of the manufacturer or the erector.

10. Intellectual Property

To the extent that the DPRK and the U.S. have access to intellectual property owned by each party in connection with the implementation of the LWR project provided under this agreement, the DPRK and the U.S. shall provide for the protection of such intellectual property in accordance with international norms, including practices established by the Paris Convention on the protection of industrial property rights.

Intellectual property will include, without limitation, plans and specifications, operational information, and maintenance information.

11. Dispute Resolution

(1) Disputes shall be settled through consultation between the DPRK and the U.S.

The DPRK and the U.S. shall organize a coordinating committee composed of 3 people from each side to help settle the disputes that may arise in the process of the implementation of this agreement.

(2) Disputes that can not be resolved in this manner shall be settled by referral to arbitration, except for the ones under the jurisdiction of general justice.

The arbitration shall be held at the DPRK International Trade Arbitration committee.

(3) The decision of the arbitral tribunal shall be final and binding for both parties.

12. Conditions for LWR Supply

The DPRK and the U.S. shall carry out their obligations under this agreement upon condition that:

(1) The DPRK freezes its graphite-moderated reactors and related facilities and provides full cooperation to the IAEA in its monitoring of the freeze.

(2) The DPRK refrains from the construction of new graphite-moderated reactors and related facilities.

(3) In the event that U.S. firms will be providing any key nuclear components, the DPRK and the U.S. conclude a bilateral agreement for peaceful nuclear cooperation.

(4) The DPRK continues to cooperate on safe storage and

ultimate disposition of spent fuel from the 5 MW(e) experimental reactor.

(5) Upon conclusion of the supply agreement, the DPRK permits resumption of ad hoc and routine inspections under the DPRK's safeguards agreement with the IAEA with respect to facilities not subject to the freeze.

(6) When a significant portion of the LWR project is completed, but before delivery of key nuclear components, the DPRK shall come into full compliance with its IAEA safeguards agreement, including taking all steps that may be deemed necessary by the IAEA.

For purposes of this agreement, "key nuclear components" are components controlled under the trigger list of the Nuclear Suppliers group.

The itemized list of the key nuclear components is attached to this agreement as an annex.

(7) When the first LWR unit is completed, the DPRK begins dismantlement of its frozen graphite-moderated reactors and related facilities, and completes such dismantlement when the second LWR unit is completed.

(8) When initial delivery of key nuclear components begins, the DPRK begins to transfer spent fuel from the 5 MW(e) experimental reactor from its territory for ultimate disposition, and such transfer completes when the first LWR unit is completed.

(9) The U.S. delivers 500,000 tons of heavy oil each year in accordance with the agreed schedule to offset the energy forgone due to the freeze of the DPRK's graphite moderated reactors and related facilities, pending completion of the first LWR unit.

(10) The U.S. shall reduce barriers to trade and investment, including restrictions on telecommunications services and

financial transactions.

13. Assurances in connection with LWR delivery

The following assurances must be satisfied by the DPRK as condition of U.S. obligations under this agreement.

(1) The DPRK shall assure that it will accept U.S. request to transfer the LWR spent fuel out of the DPRK as soon as technically possible after the fuel is discharged.

When it does so, the DPRK shall conclude a contract on the transfer of the spent fuel and implement it accordingly.

(2) The DPRK shall use the reactors, technology and nuclear material transferred pursuant to this supply agreement, as well as any nuclear material used therein or produced through the use of such items, exclusively for peaceful, non-explosive purposes.

(3) The DPRK shall ensure that reactors, technology and nuclear material transferred pursuant to this supply agreement, as well as any nuclear material used therein or produced through the use of such items, are used properly and exclusively for the purposes of the LWR project.

(4) The DPRK shall provide effective physical protection in accordance with international standards with respect to the reactors and nuclear material transferred pursuant to this supply agreement, as well as any nuclear material used therein or produced through the use of such items for the useful life of such reactors and nuclear material.

(5) The DPRK shall assure the application of IAEA safeguards to the reactors and nuclear material transferred pursuant to this supply agreement, as well as any nuclear material used therein or produced through the use of such items for the useful life of such reactors and nuclear material.

(6) The DPRK shall at no time reprocess or increase the enrichment level of any nuclear material transferred pursuant to this supply agreement, or any nuclear material used therein or produced through the use of any reactor or nuclear material transferred in the LWR project.

(7) The DPRK shall not transfer any nuclear equipment or technology, or nuclear material transferred pursuant to this supply agreement, or any nuclear material used therein or produced through the use of such items, outside the territory of the DPRK unless otherwise agreed between the DPRK and the U.S.

14. Penalties

(1) In case the U.S. fails to implement its obligations under this agreement and other contracts, the DPRK shall have the right to suspend or terminate the implementation of this agreement or contracts, claim for monetary compensation with regard to labor, equipment, materials and funds invested by the DPRK under this agreement and contracts, claim for compensation for the cost of investment in the graphite-moderated reactors and related facilities frozen and claim for the cost for maintaining the freeze of graphite-moderated reactors and related facilities, immediately resume the operation of graphite-moderated reactors and related facilities that had been frozen and confiscate the equipment and materials already delivered to implement this project.

(2) In case the DPRK fails to fulfil its obligations under this agreement, the U.S. shall have the right to require the return of any nuclear materials, equipment and technology transferred pursuant to this agreement and any special nuclear material produced through the use thereof, and to require the immediate payment of any amounts due and financial losses incurred by the U.S. or its contractors.

OFFICE OF AMBASSADOR AT-LARGE
ROBERT L. GALLUCCI

(S/AL)

2201 "C" STREET, N.W., ROOM 6313
WASHINGTON, D.C. 20520

UNCLASSIFIED

Date Sent: 5/1

Pages transmitted (including cover): 3

	<u>Name</u>	<u>Fax #</u>	<u>Tel #</u>
TO: 1.	<u>Capt. Steve Loeffler</u>	<u>703-697-8520</u>	<u></u>
2.	<u>Dan Poneman/S. Aoki</u>	<u>456-9180</u>	<u></u>
3.	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>

FROM: S/AL - Scheerer

FAX #: (202) 647-1838

TEL #: 647-4743

SUBJECT: Imeaning Kang Letter (5/1)

Withdrawal/Redaction Marker

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
009. letter	Minister Kang to Ambassador Gallucci (2 pages)	05/01/1995	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Kuala Lumpur, May-June 1995 [3]

2009-0528-F
kc1587

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P1 National Security Classified Information [(a)(1) of the PRA]
P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P3 Release would violate a Federal statute [(a)(3) of the PRA]
P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

b(1) National security classified information [(b)(1) of the FOIA]
b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
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b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
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b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
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b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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NSC/RMO PROFILE

RECORD ID: 9504842
RECEIVED: 22 JUN 95 18

TO: PRESIDENT

FROM: KIM YOUNG SAM

DOC DATE: 17 JUN 95
SOURCE REF: 9511813

KEYWORDS: KOREA SOUTH

HS

PERSONS:

SUBJECT: LTR TO PRES FM PRES KIM RE NORTH KOREA NUCLEAR ISSUE

ACTION: PREPARE MEMO FOR LAKE

DUE DATE: 26 JUN 95 STATUS: S

STAFF OFFICER: ROTH

LOGREF:

FILES: WH

NSCP:

CODES:

D O C U M E N T D I S T R I B U T I O N

FOR ACTION

ROTH

FOR CONCURRENCE

AOKI

LITWAK

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DOC 1 OF 1

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United States Department of State

Washington, D.C. 20520

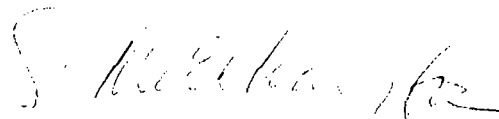
June 22, 1995

MEMORANDUM FOR: Mr. Andrew D. Sens
Executive Secretary
National Security Council Staff
The White House

SUBJECT: Alerting NSCS on Presidential
Correspondence

Enclosed is the original of a letter to President Clinton from South Korean President Kim Young Sam which is transmitted for your information.

This correspondence was received in the Information Resources Management Section of the Executive Secretariat on June 22, 1995. A copy has been assigned to the appropriate bureau for action.



Chief, S/S-IRM/RMD
Information Resources Management Section
Records Management Division
Executive Secretariat
647-2991

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
010. letter	President Kim (ROK) to POTUS (2 pages)	06/17/1995	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

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b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

7842

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

KAM 94/137

The Embassy of the Republic of Korea presents its compliments to the Department of State of the United States of America and has the honor to transmit the enclosed message dated June 17, 1995, from His Excellency Kim Young Sam, President of the Republic of Korea, to His Excellency Bill Clinton, President of the United States of America.

The Embassy would greatly appreciate the Department of State conveying the enclosed message to the White House at its earliest possible convenience.

The Embassy of the Republic of Korea avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

June 19, 1995

Washington, D.C.

Enclosure



~~CONFIDENTIAL~~
NSC/RMO PROFILE

RECORD ID: 9504847
RECEIVED: 22 JUN 95 18

TO: PRESIDENT

FROM: MURAYAMA, TOMIICHI

DOC DATE: 12 JUN 95
SOURCE REF: 9511609

KEYWORDS: JAPAN
NON PROLIFERATION

NUCLEAR TESTING

PERSONS:

SUBJECT: LTR TO PRES FM JAPANESE PM MURAYAMA RE NPT REVIEW & EXTENSION CONF
IN NEW YORK

ACTION: PREPARE MEMO FOR LAKE

DUE DATE: 26 JUN 95 STATUS: S

STAFF OFFICER: ROTH

LOGREF:

FILES: PA

NSCP:

CODES:

D O C U M E N T D I S T R I B U T I O N

FOR ACTION

ROTH

FOR CONCURRENCE

ANDREASEN

AOKI

LITWAK

PONEMAN

FOR INFO

BELL

DANVERS

PIFER

SESTAK

WALES

DECLASSIFIED E.O. 13526

White House Guidelines,

September 11, 2006

By W NARA, Date 08/07/15

2009-0528-F

COMMENTS: _____

DISPATCHED BY _____ DATE _____ BY HAND W/ATTCH

OPENED BY: NSKDB

CLOSED BY:

DOC 1 OF 1

~~CONFIDENTIAL~~

Withdrawal/Redaction Marker

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
011a. letter	Prime Minister Murayama (Japan) to POTUS [English] (2 pages)	06/12/1995	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Kuala Lumpur, May-June 1995 [3]

2009-0528-F
kc1587

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P1 National Security Classified Information [(a)(1) of the PRA]
P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P3 Release would violate a Federal statute [(a)(3) of the PRA]
P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

b(1) National security classified information [(b)(1) of the FOIA]
b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
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Withdrawal/Redaction Marker

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
011b. letter	Prime Minister Murayama (Japan) to POTUS [Japanese] (4 pages)	06/12/1995	P1/b(1)

COLLECTION:

Clinton Presidential Records
National Security Council
Steven Aoki (Nonproliferation and Export Controls)
OA/Box Number: 711

FOLDER TITLE:

North Korea - Kuala Lumpur, May-June 1995 [3]

2009-0528-F
kc1587

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

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United States Department of State

Washington, D.C. 20520

June 20, 1995

MEMORANDUM FOR: Mr. Andrew D. Sens
Executive Secretary
National Security Council Staff
The White House

SUBJECT: Alerting NSCS on Presidential
Correspondence

Enclosed is the original of a letter to President Clinton from Japanese Prime Minister Tomiichi Murayama which is transmitted for your information.

This correspondence was received in the Information Resources Management Section of the Executive Secretariat on June 19, 1995. A copy has been assigned to the appropriate bureau for action.


Chief, S/S-IRM/RMD
Information Resources Management Section
Records Management Division
Executive Secretariat
647-2991

Korean Peninsula Energy Development Organization (KEDO

Status of Announced Contributors

<u>Country</u>	<u>Contribution</u>	<u>Join KEDO</u>
1. South Korea	\$1.8 million **	Yes - Official Member
2. Japan	\$5.8 million ** (3 million site survey 2.8 million KEDO admin)	Yes - Official Member
3. New Zealand	\$320,000 **	Yes - Instrument of Acceptance under negotiation
4. Australia	\$5 million **	Yes - Instrument of Acceptance under negotiation
5. Canada	\$1.2 million **	Yes - Instrument of Acceptance completed. Final version not received yet
6. UK	\$1 million **	Yes - Parliamentary approval required before Instrument of Acceptance submitted
7. Finland	\$100,000 (will be deposited shortly)	Yes - Instrument of Acceptance completed and received -- Official Member
8. Malaysia	\$300,000	Yes - Announced KEDO Contribution following the U.S.-DPRK KL Press Statement
9. Singapore	\$300,000 **	No
10. Indonesia	Possible 20,000 mt or barrels of HFO	Pending (Yes)
11. Phillipines	Expecting \$300,000 over 2 years	Yes

** = Those countries that have already deposited their money in the KEDO bank account

Status of Other Potential Members

12.	Italy	Expecting \$600,000	Pending (Yes) Awaiting GOI sub-mission and approval by legislature
13.	Netherlands	Expecting \$500,000	Pending (Yes) Awaiting approval by Dutch Cabinet in July
14.	Germany	Possible \$1 million	Pending (Yes)
15.	France	Technical assistance offered Not willing to financially contribute	Pending (Yes)
14.	Brunei	Possible \$355,000	Decision Pending
15.	Thailand	Expecting less than \$300,000	No decision to be made regarding membership until a new government is formed in July
16.	Kuwait	Requested 25,000 mt of HFO	GOK decision has not yet been made
17.	UAE	Requested 25,000 mt of HFO	No
18.	Spain	None	No
19.	Russia	None	Pending (with conditions)
20.	China	None	No

Recent Invitees (No Commitments)

21.	Belgium	27.	Greece
22.	Sweden	28.	Portugal
23.	Norway	29.	Ireland
24.	Denmark	30.	Luxembourg
25.	Austria	31.	Bahrain
26.	Czech Republic		