Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 734 28 August Augustus 2026 No. 55257

PART 1 OF 5

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works* (*GPW*).

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*'. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as **@gpw.gov.za**

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at **www.gpwonline.co.za**
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: **Annamarie.DuToit@gpw.gov.za**

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: **Bonakele.Mbhele@gpw.gov.za**

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: **Daniel.Legoabe@gpw.gov.za**

Closing times for **ORDINARY WEEKLY** *GOVERNMENT GAZETTE* 2026

*The closing time is **15:00** sharp on the following days:*

- **23 December,** Tuesday for the issue of Friday **02 January 2026**
- **02 January,** Friday for the issue of Friday **09 January 2026**
- **09 January,** Friday for the issue of Friday **16 January 2026**
- **16 January,** Friday for the issue of Friday **23 January 2026**
- **23 January,** Friday for the issue of Friday **30 January 2026**
- **30 January,** Friday for the issue of Friday **06 February 2026**
- **06 February,** Friday for the issue of Friday **13 February 2026**
- **13 February,** Friday for the issue of Friday **20 February 2026**
- **20 February,** Friday for the issue of Friday **27 February 2026**
- **27 February,** Friday for the issue of Friday **06 March 2026**
- **06 March,** Friday for the issue of Friday **13 March 2026**
- **13 March,** Friday for the issue of Thursday **20 March 2026**
- **20 March,** Friday for the issue of Friday **27 March 2026**
- **26 March,** Thursday for the issue of Thursday **02 April 2026**
- **01 April,** Wednesday for the issue of Friday **10 April 2026**
- **10 April,** Friday for the issue of Friday **17 April 2026**
- **17 April,** Friday for the issue of Friday **24 April 2026**
- **22 April,** Wednesday for the issue of Thursday **30 April 2026**
- **30 April,** Thursday for the issue of Friday **08 May 2026**
- **08 May,** Friday for the issue of Friday **15 May 2026**
- **15 May,** Friday for the issue of Friday **22 May 2026**
- **22 May,** Friday for the issue of Friday **29 May 2026**
- **29 May,** Friday for the issue of Friday **05 June 2026**
- **05 June,** Friday for the issue of Friday **12 June 2026**
- **11 June,** Thursday for the issue of Friday **19 June 2026**
- **19 June,** Friday for the issue of Friday **26 June 2026**
- **26 June,** Friday for the issue of Friday **03 July 2026**
- **03 July,** Friday for the issue of Friday **10 July 2026**
- **10 July,** Friday for the issue of Friday **17 July 2026**
- **17 July,** Friday for the issue of Friday **24 July 2026**
- **24 July,** Friday for the issue of Friday **31 July 2026**
- **31 July,** Friday for the issue of Friday **07 August 2026**
- **06 August,** Thursday for the issue of Friday **14 August 2026**
- **14 August,** Friday for the issue of Friday **21 August 2026**
- **21 August,** Friday for the issue of Friday **28 August 2026**
- **28 August,** Friday for the issue of Friday **04 September 2026**
- **04 September,** Friday for the issue of Friday **11 September 206**
- **11 September,** Friday for the issue of Friday **18 September 2026**
- **17 September,** Thursday for the issue of Friday **25 September 2026**
- **25 September,** Friday for the issue of Friday **02 October 2026**
- **02 October,** Friday for the issue of Friday **09 October 2026**
- **09 October,** Friday for the issue of Friday **16 October 2026**
- **16 October,** Friday for the issue of Friday **23 October 2026**
- **23 October,** Friday for the issue of Friday **30 October 2026**
- **30 October,** Friday for the issue of Friday **06 November 2026**
- **06 November,** Friday for the issue of Friday **13 November 2026**
- **13 November,** Friday for the issue of Friday **20 November 2026**
- **20 November,** Friday for the issue of Friday **27 November 2026**
- **27 November,** Friday for the issue of Friday **04 December 2026**
- **04 December,** Friday for the issue of Friday **11 December 2026**
- **10 December,** Thursday for the issue of Friday **18 December 2026**
- **17 December,** Thursday for the issue of Thursday **24 December 2026**
- **23 December,** Wednesday for the issue of Thursday **31 December 2026**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	**Page Space**	**New Price (R)**
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at R**3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works** (**GPW**) has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe* Forms. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

Closing Times for Acceptance of Notices

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

   All re-submissions will be subject to the standard cut-off times.
   All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Extraordinary Gazettes	As required	Any day of the week	*Before 10h00 on publication date*	*Before 10h00 on publication date*
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days **after** submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days **after** submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

Extraordinary Gazettes

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

Notice Submission Process

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.

5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat* / *Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.

6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.

7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.

8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.

   8.1. Each of the following documents must be attached to the email as a separate attachment:

      8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.

         8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form

         8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.

      8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. *(Please see Quotation section below for further details)*

      8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order**. Non-Government Printing Works** account customer needs to submit the proof of payment for the notice

      8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. *(Please see the Copy Section below, for the specifications)*.

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.

10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE.**

11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.

12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.

    13.1. ***Take note:*** **GPW**'s annual tariff increase takes place on ***1 April*** therefore any quotations issued, accepted and submitted for publication up to ***31 March*** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.

14. Each quotation has a unique number.

15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.

    15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.

    15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.

16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS**:

    16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.

    16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.

        16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).

17. **APPLICABLE ONLY TO CASH CUSTOMERS:**

    17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.

18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).

19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.

    19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

APPROVAL OF NOTICES

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—

27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.
GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.
Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.

30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.

32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.

33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.

34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.

35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.

36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.

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DEPARTMENT OF ELECTRICITY AND ENERGY

NO. 7852 **28 August 2026**

REVISED ELECTRICITY PRICING POLICY

INVITATION FOR PUBLIC COMMENTS: REVISED ELECTRICITY PRICING POLICY (EPP) 2026

I, **Dr Kgosientsho Ramokgopa, MP, Minister of Electricity and Energy**, hereby publish the Revised Electricity Pricing Policy, 2026, for public comment.

Interested persons and organisations are invited to submit written comments on the Revised Electricity Pricing Policy within 30 days from the date of publication of this notice, by—

(a) post to: Private Bag X 96, Pretoria, 0001; or

(b) hand delivery to: Matimba House, 192 Visagie Street, Cnr Paul Kruger, Pretoria; or

(c) email to: EPP.Comments@dee.gov.za

Comments must be addressed to the Director-General, Department of Electricity and Energy, and marked for the attention of Mr. Joseph Maraba

Kindly provide the name, address, contact telephone number, fax number and email address of the person or organisation submitting comments.

Comments received after the closing date will not be considered.

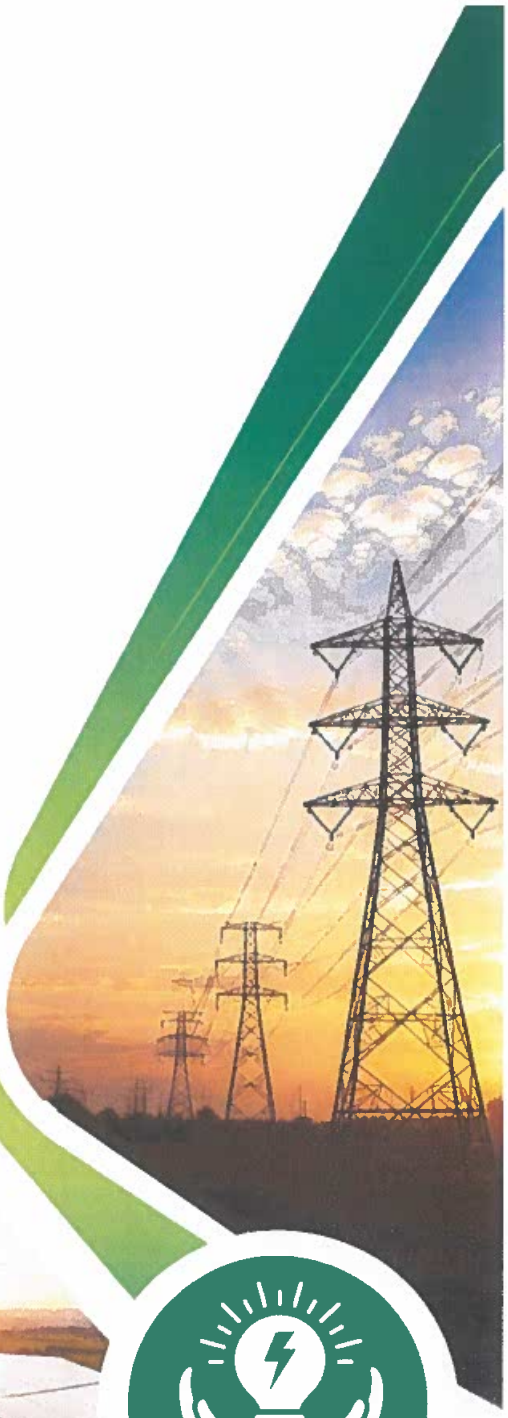
DR KGOSIENTSHO RAMOKGOPA, MP
Minister of Electricity and Energy
Date: 11/08/26

REVISED ELECTRICITY PRICING POLICY (EPP 2026)

OF THE

SOUTH AFRICAN ELECTRICITY SUPPLY INDUSTRY





electricity & energy
Department:
Electricity and Energy
REPUBLIC OF SOUTH AFRICA

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ABBREVIATIONS:

COS	Cost of Supply
CPA	Central Purchasing Agency
CTS	Cost to Serve
DEE	Department of Electricity and Energy
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
DUoS	Distribution Use of System
EDI	Electricity Distribution Industry
EPP	Electricity Pricing Policy
ERAA	Electricity Regulation Amendment Act,2024 (Act No 38 of 2024)
ESI	Electricity Supply Industry
FBE	Free Basic Electricity
HV	High Voltage

EPP	Electricity Pricing Policy
ERAA	Electricity Regulation Amendment Act,2024 (Act No 38 of 2024)
ESI	Electricity Supply Industry
FBE	Free Basic Electricity
HV	High Voltage
IPP	Independent Power Producer
LGMSA	Local Government Municipal Systems Act
LRMC	Long Run Marginal Cost
LV	Low Voltage
MSOE	Municipal Surcharge on Electricity
MV	Medium Voltage
NERA	National Energy Regulator Act, 2004 (Act No 40 of 2004)
NERSA	National Energy Regulator of South Africa
NPA	Negotiated Pricing Agreement
NRS	National Rationalised User Specifications
NSP	Network Service Provider
PPA	Power Purchasing Agreement
ROA	Return on Assets
ROE	Return on Equity
SAPP	Southern African Power Pool
TOU	Time of Use
TUoS	Transmission Use of System
WACC	Weighted average cost of capital
WEPS	Wholesale Electricity Pricing System
WP	White Paper

DEFINITIONS:

Ancillary services	Ancillary services include, inter alia, the provision of operating reserves, frequency control, generator islanding, black-start capability, constrained generation, and reactive energy support.
Avoided system cost	The cost that a utility would have incurred to meet its supply obligations if it did not buy power from another party.
Base-load demand	The regular, consistent electrical demand required at any time of the day or night, or the lowest point on the load demand curve. Alternatively, "base-load demand" means a continuous level of electricity demand.
Available Capacity	The available and usable capacity of the assets deployed by a licensee in the delivery of the service or services of the licensed activity.
Capacity charge	See definition of standby charge.
Utilised Capacity	The actual capacity used and measured to deliver a service or services of the licensed activity when called upon to do so by the system operator.
Central purchasing agency	The entity assigned to fulfil the role of the Single Buyer while allowing for a transition to a competitive market with consumer choice. The CPA remains the Buyer for legacy power purchase contracts and may purchase additional capacity and energy as required to maintain system integrity in a future competitive environment.
Codes	Any Code adopted by NERSA, as applicable.

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Connection charge	A charge recouped from the customer for the cost of providing new or additional capacity (irrespective of whether new investment is required or not). This is recovered in addition to the tariff charges as an up-front payment (connection fee) or as a monthly charge where the distributor finances the connection.
Cost-of-supply (CoS) study	Cost of Supply establishes the total costs and returns that must be recovered establishing the required electric utility revenues.
Cost-reflectivity	The pricing method to reflect the full and efficient cost of supplying electricity to a customer.
Cost to serve (CTS)	Determines how that recovery is distributed across customers through a standard procedure for deriving and allocating required revenue to end-customers for the purposes of arriving at unit costs to tariffing.
Customer	The same as end-user. A user of electricity [or a service relating to the supply of] who consumes such electricity.
Cross-subsidy (within the sector)	Over-recovery of revenue from customers in some tariffs used to balance the under-recovery of revenue from customers in other tariffs This consists of Inter-tariff subsidies that occur when customers in a tariff pay higher as a contribution towards lower prices to other tariff customers. Intra-tariff subsidies occur within the same tariff when some customers pay higher or lower than others in the same tariff due to the pooling of customers with different consumption profiles in the same tariff. This may be recovered concurrently with another sectorial subsidy under a subsidy framework (see subsidy framework).
Dedicated network	Customer dedicated assets are assets created for the sole use of a customer to meet the customer's technical specifications and are unlikely to be shared in the distributor's planning horizon by any other end-use customer.
Distribution network/system	An electricity network with assets operated at a nominal voltage of 132 kV or less.
Distribution charges	The grouping of distribution use-of-system (*DUoS*) charges, retail charges, and connection charges.
Distribution use of system (DUoS) charges	Unbundled regulated tariffs charged by the distributor to distribution network services customers for making capacity available and for use of the distribution system.
Distributor	A licensee or its appointed representative who constructs, operates and maintains the distribution network, and as defined in the Codes.
Energy charges	Charges raised to recover the cost of energy.
Embedded TUoS charges	The transmission TUoS charge raised to customers connected to a distribution network.
Electricity distribution industry (EDI)	The distribution industry connected to supply voltage not exceeding 132 kV.
Electricity supply industry (ESI)	Generation, transmission, wholesale and distribution, system operator, market operator, and CPA.
End-user	A user of electricity [or a service relating to the supply of who consumes such electricity.
Free basic electricity (FBE)	The State's Free Basic Electricity initiative, which provides a limited amount of free electricity deemed necessary to provide basic services, as determined and funded in terms of State policy to alleviate poverty.

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Flexible distribution services.	Services aimed at modifying generation injection and/or consumption patterns in reaction to an external signal, such as a price signal or activation, to provide a service within the energy system. The parameters used to characterise flexibility include the amount of power modulation, duration, rate of change, response time, and location.
Generation	The production of electricity by any means.
High voltage (HV)	Nominal voltage levels equal or greater than 44 kV up to and including 132 kV.
Cross border customers	Customers who are situated outside the borders of the Republic of South Africa.
Least-economic cost	The lowest value of the sum of the life cycle costs to both the supplier and the customer referring to diverse options for the supply of electricity.
Legacy costs/contracts	Costs or contracts associated with mandatory government energy procurement and or network capital programmes.
Long run marginal cost	The additional cost incurred when production is increased by one unit assuming that all input costs are variable, including capital.
Long term	A period of more than five (5) years.
Losses	Technical and non-technical. (See separate definitions for technical and non-technical losses).
Low voltage (LV)	Nominal voltage levels up to and including 1 kV.
Medium term	A period of between one (1) and five (5) years.
Merit Order Dispatch	Available sources of energy, especially electrical generation, are ranked based on an ascending order of tariffs or prices. The purpose of merit order dispatch is to enable the lowest net cost electricity to be dispatched first.
Medium voltage (MV)	Nominal voltage levels greater than 1 kV and up to and including 44 kV.
Municipal surcharge	A charge above the municipal cost of supply that a municipality may impose on fees for a municipal service provided by or on behalf of a municipality, in terms of section 229(1)(a) of the Constitution and the Municipal Finance Management Act.
Negotiated Pricing Agreements (NPA)	Any price agreement that may deviate from approved standard tariff levels, structures, service fees, network standards, and capital contributions aimed at offering incentive pricing so priority and strategic industrial sectors can operate competitively, retain capacity, and attract new investment.
National Energy Regulator of South Africa (NERSA)	A legal entity established in terms of the National Energy Regulator Act (Act 40 of 2004) to regulate the ESI in South Africa.
National transmission power system	The interconnected transmission power system used for the transmission of electricity produced by generation facilities for purposes of the supply of electricity to customers within and outside South Africa, above132kV.
Net-billing	An energy credit mechanism where the customer's generation is synchronised with the grid (grid-tied), and where there may, at times, be export of energy.
Network	Electrical infrastructure needed to transport electrical energy from a source of generation to a point of consumption.

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Network charges	Charges designed to recover costs (including capital, operations, maintenance, and refurbishment) for the provision of network capacity required by and reserved for the customer.
Network Service Provider (NSP)	NSP is a legal entity that is licensed to provide network services ownership and maintenance.
Non-technical losses	Loss in revenue because of energy consumed but not paid for (unaccounted for energy), e.g. because of poor administration or theft.
Power factor	The ratio of the root means square (RMS) value of the active power (kW) to the apparent power (kVA), measured over the same integrating period.
Price	A charge for electricity to an end-use consumer that reflects the costs that their consumption imposes on the licensee's business and may include price signals and cross-subsidies grouped into a coherent set of charges.
Distributor end-user incentives	Incentives in the form of bill credits or cash payouts to end-users for participating in utility-owned embedded generation e.g. utility-owned rooftop solar PV.
Prosumers	A prosumer is a customer who both consumes and produces electricity.
Quality of supply	Technical parameters that describe the electricity supplied to customers according to standard (NRS 048) and any other NERSA prescribed requirements.
Regulatory Accounts	A standardised system of accounts designed to identify and categorise the costs of providing services and to provide a basis for calculating the level of revenue required to cover all the utility's costs, including a return on investment. The costs of providing services are already captured in the utility's accounting systems and need to be reorganised for the regulatory accounts.
Retail	The function related to the supply of electricity and network services.
Retail margin	A capped or benchmarked electricity retailing risk margin for commercial risks including wholesale price and volume risk, hedging costs, customer acquisition and retention costs, bad debt, and balancing/settlement obligations.
Resellers	Entities that are registered to purchase electricity from licensed distributors and resell it to their end-use customers.
Replacement cost	The cost of installing a new system in the relevant year.
Reserve margin	The percentage by which the net installed generating capacity exceeds the expected or actual peak demand during a specified period.
Return on assets	The return on assets is the actual amount of earnings by a company in a particular year, before deducting interest costs and tax charges, expressed as a percentage of the value of the total assets of the company. Given that the value of 'total assets' always equates to that of 'total capital,' this can also be referred to as 'return on total capital.'
Required Revenue	The Regulator determines the allowed revenue a regulated company could earn if it operates efficiently, providing regulated companies with an opportunity to recover costs and make a reasonable return. It is not a guarantee of revenue. Allowed Revenue shall have the same meaning.
Short term	A period of less than one (1) year.

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Single buyer	The entity that has been appointed to purchase electricity from generators on behalf of the industry.
Small power tariff	A tariff for customers with a supply of 100 kVA or less.
Standby charges	A standby charge is typically an annual fee charged by the utility for providing backup power for a grid-connected supply.
Subsidy (from outside of the sector)	The application of funds generated from taxes, levies, and other sources outside the electricity sector to lower the charges to end-customer prices. (See the definition of cross-subsidies).
Subsidy framework	A combination of policy tools aimed at improving electricity affordability for low-income households through targeted energy access and affordability interventions outside the tariff structure and may be supported by inter-tariff and intra-tariff subsidies where necessary.
Standard connection / standard supply charge	The standard fee charged for a standard connection as set out in an approved schedule of fees.
Tariff	A charge to a customer or end user in respect of a licensed activity or registered activity, other than a surcharge, tax, levy, or duty imposed by a municipality in terms of section 229 of the Constitution of the Republic of SouthAfrica,1996.
Tariff structure	The combination of different charges and the relationship to each other that reflect the full and efficient cost to supply each of the services charged for.
Technical losses	The loss of energy within the networks as a natural consequence of transporting energy because of the characteristics of the physical equipment, usually associated with dissipation.
Trader	A legal entity licensed or registered to engage in the buying and selling of electricity as a commercial activity.
Transmission	The conveyance of electricity through a transmission power system, excluding trading; 'transmit' and 'transmitting' have corresponding meanings.
Transmission system	Power lines and substation equipment that operate at a nominal voltage of more than 132 kV.
Transmission use of system (TUoS) charges	Unbundled regulated tariffs charged for the use of the transmission system.
Transparency	The explicit reflection of all composite costs that constitute a tariff, for example: energy charges, demand charges, basic charges, levies, cross-subsidies (receipt and contribution), and MSOE.
Wheeling	Third-party wheeling is a financial transaction where through bi-lateral or multi-lateral transactions, a Generator sells their generated electrical energy to another party, wheeling the energy through the existing distribution or transmission network of an NSP.
Wheeling Network charges transportation of energy for third-party	The use-of-system (UoS) charges are charges meant to recover the costs associated with the use of and making capacity available on an electricity network. These charges are the unbundled regulated tariffs, charged by the NSP for making transmission or distribution capacity available generators and loads including unavoidable inter-tariff and intra-tariff subsidies.

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Wheeling service and administration charge	Any additional service and administration charges for the third-party wheeling transaction to recover costs including metering, billing, reconciliation, data management, and other related costs.
Weighted average cost of capital	The WACC is the percentage cost of debt and the percentage cost of equity, aggregated after weighting each cost in relation to the proportion that debt capital and equity capital constitute of total capital. It is the average cost of the total capital.

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1. INTRODUCTION AND BACKGROUND

South Africa's Electricity Supply Industry (ESI) is undergoing a fundamental structural transformation, transitioning from a vertically integrated, monopoly-based system to an unbundled and increasingly competitive electricity market. This transition marks a decisive shift from the context in which the 2008 Electricity Pricing Policy (EPP) was developed, which assumed a centrally planned system dominated by Eskom.

At the centre of this reform is the unbundling of Eskom into separate generation, transmission, and distribution functions. This restructuring, supported by amendments to the Electricity Regulation Act, 2006, the introduction of generation licensing exemptions, and the Electricity Regulation Amendment Act, 2024, establishes the foundation for a reconfigured electricity sector characterised by multiple market participants, unrestricted access to the network, and competitive procurement and supply arrangements.

The emergence of a distinct transmission function, operating as a neutral system and market operator, is a critical enabler of this evolving market structure. It facilitates non-discriminatory access to the grid, supports transparent price formation, and enables increased participation by independent power producers, municipalities, and other market participants.

Concurrently, technological developments, including renewable energy, embedded generation, and energy storage, are accelerating the decentralisation of electricity supply and reshaping consumption patterns and distribution network investment needs. These developments introduce new operational and regulatory complexities, requiring a pricing framework that is responsive to diverse generation sources, evolving demand profiles, increasingly dynamic market arrangements, increased complexity in distribution network management including support for community-led renewable initiatives.

Within this context, the existing Electricity Pricing Policy is no longer fully aligned with the structure and functioning of the evolving ESI. A revised policy framework is therefore required to define clear pricing principles across the value chain, support efficient market outcomes, and provide regulatory certainty.

This revised Electricity Pricing Policy seeks to establish a coherent, transparent, and forward-looking pricing framework aligned with the restructured electricity sector. It provides the basis for cost-reflective tariffs, promotes efficient investment and operation, and incorporates mechanisms to address affordability and ensure equitable access to electricity.

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1.1 PURPOSE OF THE ELECTRICITY PRICING POLICY (EPP)

The purpose of the revised Electricity Pricing Policy is to provide a unified and coherent framework for electricity pricing in a transitioning electricity sector.

It aims to:

- Establish cost-reflective and efficient pricing across the electricity value chain.
- Support the transition to an unbundled and competitive electricity market.
- Ensure transparent, predictable, and non-discriminatory tariff structures.
- Enable sustainable investment in generation, transmission, and distribution infrastructure.
- Balance economic efficiency with affordability and social equity considerations; and
- Provide clear guidance for regulatory decision-making by the energy regulator.

1.2 LEGISLATIVE CONTEXT

South Africa's electricity sector is shaped by an interlinked framework of legislation, policy documents, and judicial precedents. Key instruments include:

1996 – Constitution of the Republic of South Africa

1998 – Competition Act, 1998 (Act No. 89 of 1998)

1999 – Public Finance Management Act, 1999 (Act No. 1 of 1999)

2000 – Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000)

2000 – Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)

2001 – Eskom Conversion Act, 2001 (Act No. 13 of 2001)

2003 – Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

2004 – National Energy Regulator Act, 2004 (Act No. 40 of 2004)

2006 – Electricity Regulation Amendment Act, 2024 (Act No. 38 of 2024)

2007 – Electricity Regulation Amendment Act, 2007 (Act No. 28 of 2007)

2007 – Municipal Fiscal Powers and Functions Act, 2007 (Act No. 12 of 2007)

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2008 – Consumer Protection Act, 2008 (Act No. 68 of 2008)

2020 – Electricity Regulations on New Generation Capacity, 2020 (GN 1093, GG 43810 of 16 October 2020)

2020 – Public Procurement Bill, 2020

2022 – Amendment to Schedule 2 of the ERA: Licensing Exemption and Registration Notice, 2022 (GN 2875, GG 47757 of 15 December 2022).

2. GENERAL PRICING PRINCIPLES

2.1. General Tariff Principles

Section 15 of the Electricity Regulation Act, 2006, as amended, states that the setting of prices, charges, tariffs:

a. must enable an efficient licensee to recover the full cost of its licensed activities;

b. must allow for a reasonable return proportionate to the risk of the licensed activity;

c. must provide for or prescribe incentives for continued improvement of the technical and economic efficiency with which services are to be provided;

d. must give end users proper information regarding the costs that their consumption imposes on the licensee's business;

e. must avoid undue discrimination between customer categories;

f. may permit the cross-subsidy of tariffs to certain categories of customers;

g. may have regard to the need to ensure security of supply, the diversity of supply and to promote renewable energy; and

h. tariff determinations must consider all planned projects reflected in the integrated resource plan and the transmission development plan as far as these projects shall impact on the costs of the licensee, for the period during which the tariff shall apply.

The Act further states that a licensee may not charge a customer any other tariff and use provisions in agreements other than those determined or approved by NERSA as part of its licensing conditions. Notwithstanding the above, NERSA may in prescribed circumstances approve a deviation from set or approved tariffs and a licensee may charge a customer a tariff which has not been set or approved by the Regulator where such tariff is charged pursuant to a direct supply agreement or arises as an outcome of a competitive market.

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Other principles from the LGMSA include:

a. Users of municipal services should be treated equitably in the application of tariffs.

b. The amount individual users pay for services should be in proportion to their use of that service.

c. Low-income households must have access to at least basic services through:

- tariffs that cover only operating and maintenance costs;
- special tariffs or lifeline tariffs for low levels of use or consumption of services or for basic levels of service; or
- any other direct or indirect method of subsidisation of tariffs for low-income households.

d. Tariffs must reflect the costs associated with rendering the service, including capital, operating, maintenance, administration and replacement costs, and interest charges.

e. Tariffs must be set at levels that facilitate the financial sustainability of the service, considering subsidisation from sources other than the service concerned.

f. Provision may be made for the promotion of local economic development through special tariffs for categories of commercial and industrial users.

g. The economical, efficient, and effective use of resources, the recycling of waste and other appropriate environmental objectives must be encouraged.

h. The extent of subsidisation of tariffs for low-income households and other categories of users should be fully disclosed.

i. A tariff policy may differentiate between various categories of users, debtors, service providers, services, service standards, geographical areas, and other matters if such differentiation does not amount to unfair discrimination.

In addition to the above principles drawn from the legislation, the following are central in any regulated pricing framework:

a) Standardised regulatory accounts are required in the proper exercise of economic regulation.

b) Demand profiles drive the deployment of generators from the cheapest to the most expensive; and

c) Consumer affordability data and analysis should inform a well-structured subsidy framework.

Notwithstanding the above legal and regulatory principles, there are several pricing principles with specific relevance to the transitional environment of the South African electricity industry, as follows:

a) Shift from regulating individual licensees to regulating an industry.

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b) The establishment of standardised regulatory accounts using the same data as for other sets of accounts, such as tax accounts, etc.

c) Application of activity-based costing principles to licensee operating activities.

d) Application of the principle of an opportunity to earn allowed revenue rather than a guarantee thereof.

e) Design and implementation of unbundled cost-reflective tariffs.

f) The need for understanding of the impact of the overall consumer demand profile on the cost of supplying electricity and servicing electricity end-users; and

g) The need for a clear understanding of the affordability of cost-reflective prices for each consumer tariff.

The above principles, together with other tariff objectives, are summarised in the following table. The table shows that different stakeholders have different expectations of tariffs. These objectives are sometimes in conflict, and trade-offs need to be made during the tariff determination process.

Table 1: Summary of Tariff Objectives

Stakeholder	Tariff Objectives	Description
Customer	Affordable	Price levels should assume an efficient and prudent utility; in other words, prices should be prudent and based on least life-cycle cost options and exclude inefficiencies. Consumers have the right to apply for direct contract prices that reflect the NERSA-allowed cost of supply and services consumed.
	Cost reflective	Must give end-users proper information regarding the costs that their consumption imposes on the licensee's business both in cost level and structure.
	Unbundled billing	End-user prices will be broken down according to the relevant components of the cost to serve, and all imposts, such as levies, subsidies, and surcharges, etc., will be transparently itemised in the billing process.
	Non-discriminatory	Tariffs should be equitable and fair.
	Predictable and stable	Prevent price shocks and keep customers informed about future price trends.
	Transparent and unbundled	Full disclosure of cost (no hidden charges). Cost should be unbundled. Tariffs should be easy to understand and apply.
Utility	Tariffs set at an electricity industry level	Taking cognisance of industry changes, tariffs and prices will be set at an industry level rather than at an individual company level. This is to reduce the administrative burden of setting tariffs for every

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Stakeholder	Tariff Objectives	Description
		licensee in the electricity industry and to incentivise efficient licensed activities.
	Revenue recovery	Revenue from tariffs should reflect the full and efficient cost, including a reasonable risk-adjusted margin or return, for a licensed activity and ensure that the industry is economically viable, stable, and fundable in the short, medium, and long term. Licensees are provided with an opportunity for revenue recovery for their licensed activities.
	Efficient use	Revenue recovery is not guaranteed, and utilities must seek efficiencies during their licensed activities. Tariffs should promote overall demand- and supply-side economic efficiency and be structured to encourage sustainable, efficient, and effective use of electricity. Efficiency will be incentivised by setting tariffs against the efficient use of assets by assessing utilised capacity against available capacity.
	Cost reflective	A link between the price level and structure that an end-user must pay and the cost of serving that end-user including any Distributor or retailer product incentives for participation in utility-owned embedded generation, demand response, and flexibility programmes.
	Low cost of implementation	Implementation and transaction costs should be minimised. To achieve this, the Regulator will approve a standardised set of regulatory accounts.
	Returns	Fair and equitable commensurate with the risk borne and sufficiency to attract and retain capital efficiently.
	Retail margin	Fair and equitable commensurate with the trading risk borne by the Retailer or Distributor.
State	Social support	Tariff levels and structures should transparently accommodate social programmes.
	Environmentally responsible	The production and transport of electricity should be done in a sustainable way and be mindful of the impact on the environment.
	Sufficiency in generation capacity	Expansion through the development of least-cost resource options in line with national resource planning.
	State subsidies	Industry needs to achieve and maintain financial sustainability without ongoing State subsidies. This does not preclude provision for targeted subsidies such as FBE within or outside a subsidy framework.

2.2. Revenue Requirement

The revenue requirement for a licensee must be set at a level that covers the full and efficient cost of production, including a reasonable risk-adjusted margin or return on appropriate asset values. In the transition to a competitive market, the revenue requirement approach will be to institute economic regulation aimed at mimicking competitive conditions to steer prices towards efficient levels. Therefore,

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if well implemented, economic regulation should lead to efficient prices. It is applicable to regulated licensees, excluding market, licensee embedded own-generation and end-customer related energy purchases, private generators, and other market participants.

Given the electricity supply industry's size and its commercial and industrial customer base, the industry has the potential to generate strong cash flows to sustain a financially viable industry, as well as to place South Africa in a favourable competitive position internationally regarding access to and the price of electricity. At electricity prices that reflect prudent and efficient costs, the need for direct State support and subsidies should, apart from funding social objectives, be minimal.

Economic theory suggests that a perfectly competitive market would produce efficient prices. The electricity industry in South Africa is currently not structured to deliver perfect competition, but this does not diminish the importance of efficient electricity prices in any way. In the absence of a perfectly competitive market, the usual approach is to institute economic regulation, which is aimed at mimicking the competitive conditions to steer prices towards efficient levels. Therefore, if well implemented, economic regulation should lead to efficient prices.

Efficient electricity prices would lead to:

a. the optimum allocation of scarce resources including financial, human, and natural resources;
b. the optimum usage of electricity;
c. the optimum generation of electricity;
d. the optimum usage of the different energy forms (e.g. electricity, gas, oil, and coal); and
e. a financially viable industry.

Policy Position: 1

a) NERSA must, within 12 months of this Policy coming into effect and after consultation with stakeholders, review and adopt an asset valuation methodology and investment prudency framework that will ensure the financial and economic sustainability of the utility for historical replacement and new capital, ensuring that all asset classes/types are both prudent and financially sustainable; and

b) NERSA will move away from regulating licensee revenues and shall apply a regulatory method for the determination of required revenues for regulated licensed activities in the electricity industry; and

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c) *When applying for a revenue requirement for a licensed activity, the applicant shall use the standardised set of regulatory accounts approved by NERSA; and*
d) *The tariff structure and level must be set to allow licensees the opportunity to earn their required revenue and must be determined in accordance with the cost-of-supply methodology for each licensed activity; and*
e) *Tariffs must reflect the efficient cost of rendering electricity services as accurately as practical as approved by NERSA.*
f) *Revenues determined by the revenue requirement methodology are not guaranteed, and reopeners, as a risk mitigation mechanism, will only be considered when the entire electricity industry is impacted by severe exogenous shocks or industry-wide force majeure-type events.*
g) *The revenue requirement for a regulated licensed activity must be set at a level that covers the full and efficient cost of supply, including a reasonable risk-adjusted margin or return on appropriate and prudent asset values and retailing risks.*
h) *NERSA, after consultation with stakeholders, must adopt an investment prudency framework and an asset valuation methodology that accurately reflects the prudency and replacement value of those assets, to allow the electricity utility to be financially sustainable, meet its debt-service obligations for the full tenor of the debt, and achieve stand-alone investment-grade credit ratings;*
i) *This will enable the licensee to obtain reasonably priced funding for investment to facilitate the establishment of infrastructure; to meet Government defined economic growth at an efficient price of electricity; and*
j) *In addition, the regulatory methodology should anticipate investment cycles and other cost trends to prevent unreasonable price volatility and shocks while ensuring financial viability, continuity, fundability, and stability over the short, medium, and long term, assuming an efficient and prudent operator.*

2.3. Cost Reflectivity

All Licensed utility-owned Generation, Transmission, Distributor, and retail tariffs should become cost-reflective over the next five years, except for specific cross-subsidies and/or subsidies (from outside of the sector) and/or as an outcome of the subsidy framework.

Policy Position: 2

a) *Electricity tariffs must reflect the efficient cost of rendering electricity services as accurately as practical; and,*
b) *Electricity prices to end-users must give end users proper information regarding the costs that their consumption imposes on the licensee's business; and*
c) *To achieve (a) and (b), tariff applications must be in the form of regulatory accounts as approved by NERSA from time to time; and,*

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d) The average level of all the tariffs must be set for the electricity industry to provide an opportunity to recover the revenue requirement for each licenced activity; and,

e) The tariff structures must be unbundled as far as possible to recover costs as follows:

(i) The wholesale energy purchase price, reflecting: (a) the electricity generation infrastructure capacity costs for generation capacity; (b) variable generation costs; and (c) flexibility and balancing costs, with these components collectively reflecting the wholesale energy-related purchase price.

(ii) The wholesale transmission tariffs, reflecting the transmission network usage cost, including investment costs for infrastructure development and ongoing depreciation costs of assets.

(iii) The distribution tariffs, reflecting distribution network usage cost, incorporating investment costs for network expansion and maintenance, as well as depreciation costs associated with the infrastructure over time.

(iv) Service and administration tariffs, reflecting service and administration costs and the retail margin.

2.4 Transparency and Unbundling on the Bill

Billing processes and customer invoices should communicate relevant information to customers regarding their consumption and costs. Full disclosure (transparency) and breakdown (unbundling) of all key cost drivers, where practical, are essential features that would empower customers to make informed consumption decisions. Accounting ring-fencing of key electricity functions (e.g. generation, networks, wholesale/retail, and customer services) is the first step towards achieving accurate, transparent, and unbundled accounts.

In addition, the extent to which unbundling may be done on the bill depends on the type of metering installed or available, which in turn determines what quantities can be measured and the capability of the billing system. Strategies need to be put in place so that these problems may be overcome and the maximum practical levels shown.

Policy Position: 3

a) The customer bill must comply with NRS 047, as amended from time to time.

b) The customer bill shall communicate full disclosure and breakdown of constituent tariffs for each service consumed and any other itemised imposts, such as levies, subsidies, and surcharges, etc., to customers regarding their consumption or energy purchases by the retailer.

2.5 Non-Discrimination

There are currently several obstacles, principally relating to cross-subsidies that prevent the full implementation of a non-discriminatory pricing approach.

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These discriminatory practices have created a situation where similar customers are subject to significantly different tariffs without any real differences in the cost of supply. This undermines the efficient allocation of resources and prevents healthy competition within similar industries. This means that the full potential and benefits of electricity can only be extended to all customers once these discriminatory pricing practices are removed. The obstacles should therefore be addressed and removed.

Policy Position: 4

a) *NERSA must, within 12 months of this policy coming into effect, address all forms of discriminatory pricing practices, other than those permitted, to unlock the full potential of electricity for all.*

2.6 Access to and Use of Networks (Transmission and Distribution)

Network (transmission and distribution) owners have an obligation to allow customers access to and use of their networks to wheel power, irrespective of the supplier of the power, provided that the customers are not in arrears in paying all relevant charges as approved by NERSA from time to time. Such access would not violate any financial, technical, and safety requirements as set out in the relevant grid codes, licence conditions, and tariff schedules.

The full cost of operating the networks should be reflected in the various connection and use-of-system charges. In other words, additional charges may be needed to facilitate the wheeling of electricity between two parties given that wheeling does result in incremental risks and costs for the Distributor and/or retailer. Southern African Power Pool (SAPP) rules would apply for the recovery of costs and payment of wheeling services for SAPP transactions.

If network constraints cause congestion and wheeling parties are affected, then NERSA has the responsibility to develop a mechanism that would allocate network capacity between interested parties. Such a mechanism needs to be fair, non-discriminatory, and transparent. In addition, the methodology needs to encourage the use of distribution and transmission assets to maximise the benefit to all users and not permit economic bypass. Network operators shall have an obligation to maximise the available capacity to market parties, ensuring that all available capacity is used efficiently and in a manner that optimises the overall benefit to users.

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Policy Position: 5

a) Fair and non-discriminatory access to and use of networks shall be available to all users of the relevant networks for all delivery of energy, whether wheeling from a third-party supplier or from the utility;

b) The full cost to operate, maintain, and depreciate the networks, including the necessary investment for their development, shall be reflected in the use of system charges. Therefore, additional charges based on cost of administration and availing services associated with the wheeling of electricity, will be levied.

c) Any incremental connection costs and their fair share must be recovered as a connection charge;

d) Wheeling of electricity can only be permitted if the action complies with all legal, technical, safety and commercial requirements;

e) A methodology for transmission and distribution wheeling, including the treatment of network congestion, must be developed by NERSA; and

f) Southern African Power Pool (SAPP) rules would apply for the recovery of costs and payment of wheeling services for cross-border transactions.

2.7 Special Products

In addition to the standard range of pricing products, provision should also be made for the development and introduction of special products and prices. These products would typically be:

a) Curtailable and interruptible rates: Customers are paid/rebated to reduce consumption during very high-demand periods or capacity-constrained periods.

b) Critical peak pricing tariffs: tariffs are introduced with certain periods of extremely unaffordable prices when the system's reliability is threatened, and lower tariffs in other periods.

c) Real-time pricing products: Rates are provided ahead of time (usually on an hourly or daily basis).

d) Short-term flexible products and services to meet supply and demand.

e) Utility-owned renewable energy services to licensee end-customers that may include solar-PV solutions or battery energy storage solutions.

These products, in conjunction with enabling technologies, could significantly increase sales and the penetration of demand-response programmes and products and reduce the cost to supply and serve end-users.

Policy Position: 6

a) Along with standard pricing products, there should also be provision for creating special products and prices to meet specific goals.

b) The cost of these products will follow the regulatory guidelines. Additionally, this matter should be open to public consultation by NERSA; and

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c) *NERSA needs to develop a framework that allows for quick turnaround for tariff approvals required for short-term needs and new product innovations benefiting optimum electricity pricing and use of new technologies.*

2.8 Long-Term Price Outlook

Given that customers have long-term planning requirements, there is wide support for the publication of a long-term price outlook. The price forecast should cover two aspects, namely the average national price of the entire value chain up to the point of sale to municipalities, as well as the average municipal price to each municipality's clients/consumers.

The price forecast should include a reasonable period of not less than five years. The outlook should be updated frequently to signal the overall expected trend in electricity prices. Ideally, the forecast should show the contribution of generation (including all major sources, whether SOE-owned or independent/privately owned), transmission, and distribution to the forecast price level for some representative notional customers.

Policy Position: 7

a) *NERSA, after consulting with stakeholders, should develop and publish annually a multi-year price path covering at least five years forward updated every 2 years aligned to the Integrated Resource Plan (IRP) whilst catering for private generation pipeline including implications from embedded low-voltage own-generation trends.*

3. PRICING INTERFACES

The EPP has been developed without a specific industry structure in mind. This ensures that the policy recommendations and positions remain valid under several industry scenarios. However, some basic assumptions had to be made regarding the key functions and pricing interfaces in the industry. If needed, these assumptions could be developed in more detail through separate policies over time. The assumptions are briefly discussed and illustrated below.

Generators may be owned by Eskom, municipalities, independent power producers, and private persons or entities.

South Africa may import and export electricity to and from other African countries and would follow SADC protocols in the wheeling of power between neighbouring countries.

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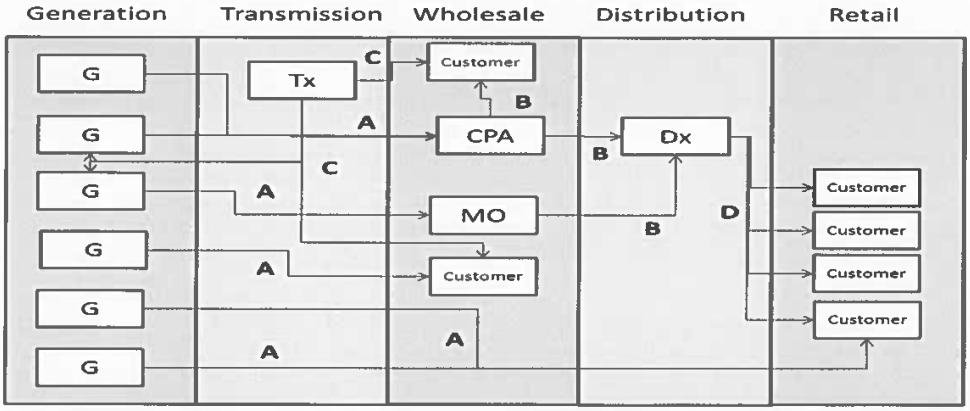
Licensed or registered generators and traders may, but are not obliged to, sell electricity to a central purchasing agency or single buyer, a licensee, a wholesale, or retail customer, a licensed or registered trader, or themselves.

Wholesale electricity prices may consist of wholesale energy prices, determined either through a regulated wholesale tariff or a competitive wholesale market, capacity prices, standby prices, legacy cost recovery, subsidy charges, transmission network charges, ancillary service charges, distribution network charges, balancing services, reserve prices, congestion management charges, environmental compliance costs, and consider carbon pricing mechanisms.

A competitive wholesale market is expected to be developed, comprising two key functions: the Market Operator, which operates the trading platforms between generators, retailers, customers, and traders and takes no ownership of the energy traded; and the Central Purchasing Agency, which takes ownership of energy purchased through legacy contracts and sells this energy to wholesale customers.

Purchases by organs of state shall be subject to compliance with the New Generation Regulations. Generators, distributors, licensed traders, and customers may also enter bilateral or direct power purchase contracts. Distributors will fulfil their regulated retail function associated with the purchase of energy from the wholesaler or market for their customers. Retail prices comprise the final regulated prices to retail customers.

Figure 1: Basic diagram illustrating the anticipated key functions and pricing interfaces.



Functions:
G: Generators (incl imports)
Tx: Transmission
CPA: Central Purchasing Agency
MO: Market Operator
Dx: Distribution

Interfaces:
A: Generator Pricing
B: Wholesale Pricing
C: Transmission Pricing
D: Distribution Pricing

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4 GENERATOR PRICING

4.1 Applicability

Applies to all licensed or registered generators (including renewable generators and co-generators) in South Africa as well as all licensed importers of electricity to South Africa. Imported electricity prices would also form part of regulated generator prices in South Africa. This is necessary as it could impact on the security of supply and price levels for local customers. International wheeled energy (energy transported via South Africa to facilitate a transaction between SAPP members) does not form part of wholesale energy prices in South Africa. NERSA may develop criteria to exclude certain generators and import options from the EPP requirements, for example:

a) Transactions that originate and terminate outside the borders of South Africa fall outside the scope of this policy.
b) Private generators producing electricity for their own use and where the electricity is not conveyed over any public networks would fall outside the scope of this policy.

Policy Position: 8

a) Electricity from both licensed and registered generators in South Africa and from all approved importers of electricity to South Africa must fall within the scope of the EPP.

4.2 Tariff Structure

Pricing structures for electricity purchases from generators would reflect the underlying cost structure. Alternatively, the pricing structure would reflect the contractual commitments and agreements between the buyer and seller.

In addition to the sale of energy and capacity, some generators also provide ancillary services to ensure that the quality of electricity falls within acceptable standards. Ancillary services include, inter alia, the provision of operating reserves, frequency control, generator islanding, constrained generation, and reactive energy support. Without these services, customers may experience unacceptable quality of supply, including frequent interruptions, frequency deviations, and voltage fluctuations.

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This approach creates an opportunity for a generator that provides ancillary services to earn more revenue than one that does not provide such services. It is important to note that some customers can provide certain ancillary services at a lower cost than generators. It is therefore essential that customers are given the opportunity to sell these ancillary services into the market.

Pricing structures for generators usually consist of a combination of capacity, energy, and ancillary service charges. These charges may be TOU-differentiated to encourage availability and production during certain periods. Tariff structures should not impede the least-cost dispatch of different generating sets and supply options.

Policy Position: 9

a) *Generator pricing structures must reflect the generator's cost of supply or, alternatively, any NERSA-approved PPA.*
b) *The generator pricing structure may consist of capacity, energy, and ancillary service charges.*
c) *Customers who are able must be given the opportunity to sell ancillary services to the market on a fair and non-discriminatory basis.*
d) *Generator pricing structures must not hinder efficiency or least-cost dispatch of generating units.*

4.3 Tariff Level

Electricity purchases from existing generators should be based on either the conditions set out in the PPA or be based on a regulatory methodology that would produce satisfactory financial performance over the short, medium, and long term assuming a competent and prudent operator. Electricity purchases from new supply options should be evaluated against an appropriate reference.

This reference is defined as the avoided system costs. The determination of avoided cost considers factors such as discount rate, duration, capital costs, fixed and variable operating costs, TOU, location, voltage level, and specific risk factors. Competing projects should be assessed using the same criteria. The criteria should be fair, non-discriminatory, and transparent. This aspect is expected to be addressed in the design of the single buyer.

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Policy Position: 10

a) The price paid for electricity generated in South Africa or imported to South Africa must be based on either the appropriate and approved regulatory method or on conditions set out in the approved PPA.

b) Electricity purchases from new supply options must be evaluated and approved subject to ex ante approval of the power purchase agreements.

c) NERSA must approve a framework to expedite the determination and approval of prices from supply options (e.g., short-term purchases).

5. WHOLESALE PRICING

Wholesale pricing comprises wholesale energy and capacity charges, transmission charges, and the single buyer's own-cost charges.

5.1. Wholesale Energy Pricing

The wholesale market in the future will include competitive elements (with dynamic market prices as well as long- and short-term hedging contracts), physical bilateral contracts between generators and consumers, and legacy long-term PPAs.

The wholesale tariff structures should reflect a need for capacity charges raised on all customers. Generation capacity is created for purposes of capacity adequacy, system security, reserves, etc., whether it is used at certain times or not. With more customers being allowed to privately purchase energy, the cost of providing this back-up needs to be covered. Otherwise, this creates cross-subsidies for those with private generation.

Initially, before a fully-fledged market is in place, the proposed structure therefore needs to include an energy rate applied as a time-of-use differentiated variable c/kWh charge and an energy-related capacity rate R/kW applied as a demand charge. To the extent that operating market models and platforms have not been established, or are still being established, wholesale pricing will effectively be hedged back to the regulated pricing approach until the formal implementation of such market models and platforms and the formal migration of licensees thereto.

5.1.1. Applicability

The applicability would be to all customers eligible to participate in the wholesale energy market.

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5.1.2. Wholesale Energy Pricing Structure

Wholesale electricity pricing structures must always encourage the efficient use of electricity. Wholesale electricity sales should be based on TOU energy prices to promote efficient electricity use, as well as standby or capacity charges applied as a demand charge. The demand and supply dynamics in an integrated electricity system change constantly. It is therefore necessary to periodically review and, if necessary, update the TOU definition for the purpose of wholesale energy pricing to keep pace with the latest developments.

The wholesale tariff structure needs to reflect the true costs in the supply chain and highlight various products and services arising from changes in the industry. Given the fixed and variable costs of generators, some stakeholders believe that generators' costs should be recovered through a combination of capacity charges (R/kVA) and energy charges (c/kWh). Against this background, there is merit in pointing out issues relating to fixed and variable charges, especially at the wholesale level.

A customer's energy demand charge may not be an accurate reflection of costs imposed on generators, considering that the customer's peak demand and the system peak may not occur at the same time. However, given the growth in variable energy resources, the requirement for back-up capacity is not related to the demand peak, as may have been the case historically.

Where a customer's peak demand is not strongly correlated with that of other customers, this reduces the burden on the system from a total capacity point of view. It also allows the capacity costs incurred by the Central Purchasing Agency in ensuring back-up capacity on the network to be dispersed among all consumers and reduces the absolute capacity required for backup. A standby or capacity demand charge could result in excessive costs for low-load-factor customers, which may be unpopular, but it indicates the actual cost of required back-up for all consumers.

It will also function as an incentive for low-load-factor customers to change their demand patterns or install their own battery, storage, or peak-shifting systems. If these options are available at a lower cost than the cost of establishing additional peak generation capacity, they will result in an overall net benefit to the South African economy.

Policy Position: 11

a) The wholesale energy tariff structure shall include a wholesale energy tariff to always encourage the efficient use of electricity and must reflect the TOU structure differentiated cost of supply/pricing signal.

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b) The wholesale energy tariff structure shall also include a capacity / standby charge to signal the capital-related costs for generation capacity applied to all wholesale customers as a demand related (R/kW) charge;

c) The wholesale energy tariff structure shall include a regulated legacy recovery charge and a subsidy charge to ensure recovery of legacy costs and the equitable recovery of wholesale, Distribution and retail subsidies as approved by NERSA, to be included in the transmission charge structure; and

d) The wholesale energy tariff structure and subsidies must be periodically reviewed and updated by the central purchasing agency and approved by NERSA, with the approval process subject to public consultation, considering its impact and implementation on customers.

e) The reimbursement of Distributor and retailer subsidies will be determined annually by the NERSA as per the Energy Regulator developed national subsidy framework.

5.1.3. Central Purchasing Agency

The transition to a competitive Electricity Supply Industry requires arrangements that facilitate the orderly migration from the current single-buyer model to a multi-market electricity trading environment. As part of this transition, legacy Power Purchase Agreements (PPAs), including those concluded under the Renewable Energy Independent Power Producer Procurement Programme (REIPPPP) and other Government-approved Independent Power Producer (IPP) procurement programmes, will continue to be honoured to preserve contractual certainty, investor confidence and security of electricity supply.

To support this transition, a Central Purchasing Agency (CPA) will be established to manage legacy PPAs and facilitate the efficient allocation and sale of the associated electricity into the wholesale market.

Policy Position: 12

a) Central Purchasing Agency (CPA) to hold and administer legacy Power Purchase Agreements (PPAs), including agreements concluded under the Renewable Energy Independent Power Producer Procurement Programme (REIPPPP) and other Government-approved IPP procurement programmes.

b) The CPA shall recover the costs associated with these legacy PPAs by selling the contracted electricity.

c) NERSA shall develop and approve the regulatory framework and pricing methodology governing the wholesale energy tariff applicable to electricity sold by the CPA and execution of the subsidy framework at the Wholesale level.

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5.1.4. Wholesale Energy Price Level

Wholesale sales should cover the total cost of wholesale purchases and services. Given that the wholesale energy pricing structure will be like generator pricing structures, there should be minimal differences between the revenue earned from selling wholesale energy and the cost paid to purchase electricity from generators. The application of legacy charges to manage legacy PPAs could result in differences between revenue earned and costs paid to these generators.

These differences should be addressed through over/under recovery mechanisms as part of the regulatory methodology for wholesale energy purchases and sales. The over/under recovery mechanism should ideally be dynamic and respond timeously to changes in the legacy differences (and avoid significant cash flow issues for the Central Purchasing Agency).

Policy Position: 13

a) Wholesale energy tariffs must align with the cost of wholesale purchases, including capacity, energy, and ancillary services and as far as possible provide the correct signals for various products and services at the wholesale level; and

b) NERSA must develop a dynamic and timeous over/under recovery mechanism to deal with mismatches between legacy energy costs and revenues at the Wholesale and retail levels.

5.1.5. Ancillary services and charges

Ancillary charges are for services supplied to the National Transmission Company by generators, distributors, or end-use customers, necessary for the reliable and secure transport of power from generators to distributors and other customers. In future, there may be a considerable number of parties participating in providing these services across the value chain in an ancillary service market.

Ancillary services are as defined in the Grid Code and include services provided by demand response and generators. Ancillary services include, inter alia, the provision of operating reserves, frequency control, generator islanding, black-start capability, constrained generation, and reactive energy support. Ancillary service costs include demand response and other dispatchable and non-dispatchable resources on the demand side.

The costs associated with ancillary services provided by network service providers would be recovered via network charges, and the ring-fenced cost incurred by the System Operator to operate the system would be recovered through Ancillary Services charges. Ancillary service charges should ideally be

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fixed charges based on capacity to ensure that all customers fairly contribute towards the costs of providing these services. With more private generation being permitted, in addition to ancillary services, there is a need to raise standby charges for the back-up capacity required.

Policy Position: 14

a) The cost of ancillary services provided by the transmission network operator must form part of the transmission network charge;
b) The System Operator is to ring-fence its costs and the cost of operating the system, which is to be recovered through ancillary service-related charges, and such charges may be based on consumption and/or capacity; and
c) The cost-recovery mechanism for ancillary services should allow for the faster recovery of over- and under-expenditure relating to regulator-approved tariffs aligned to the adjustment of retail tariffs.

5.1.6. Standby/capacity charges

A standby charge is applicable to recover capacity costs associated with continuously providing backup power to serve customers when their own generator or wheeled energy is out of service or unavailable as such, the standby charge functions as an insurance premium, which enables the customer to avoid incurring the cost of its own back-up capacity. The question arises as to whether a separate standby charge should be introduced in South Africa. The standby charge components for network costs (transmission and distribution) have already been introduced by way of generation capacity charges.

Hence, the remaining question is whether a separate standby charge should be increased to recover the under-recovery of separate capacity-related cost of generation. If introduced, it could have a considerable influence on the development of self-generation projects and impacts on low load factor end-users like small commercial and households. There is little doubt that any form of backup service will cost real money to provide.

It should be noted that standby or backup generator capacity is also constantly provided to customers who do not have self-generators. For example, the industry needs to carry sufficient plant and operating reserves to meet the needs of customers with large switchable block loads.

These customers are currently allowed to switch their loads in or out without notice and without incurring standby charges. However, in such a situation, there is certainty that, over a period such as an annual cycle, a customer who does not have own-generation capacity would consume sufficient electricity to

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cover the fixed capacity costs applicable to that customer's load factor and profile, assuming that capacity charges are recovered through volumetric tariffs.

This situation is therefore different for a customer who has a generator that does not produce electricity on a consistent basis and where there is no long-term intention or certainty that such a self-generating customer, or wheeling customer, would consume a sufficient volume of electricity to cover the fixed capacity costs applicable to that customer's load factor and profile.

For this latter type of self-generating customer, the position could be compared to an insurance policy with hourly premiums that requires the normal hourly premium to be paid only for the hour during which a claim is registered. That would be unacceptable: such a customer would be required to pay a premium for all hours for which risk coverage is received.

In contrast, the non-self-generating customer with a similar frequency of load fluctuation for switchable block load would pay for the coverage by virtue of high consumption volumes, given that the premium is embedded in the volumetric consumption charge.

It is thus proposed that a generation standby charge be applied to all customers at the wholesale level (and consequently carried through to retail customers) to ensure sufficient dispatchable capacity on the South African grid to meet customer demand.

Policy Position: 15

a) *The cost of providing generator standby services to all customers, including customers with their own generators, must form part of the wholesale prices; and*
b) *The costs of system balancing shall, to a reasonable extent, be borne by those causing the imbalance. However, a balancing charge may be applied as part of ancillary service charges to cover any shortfall.*
c) *NERSA and the Market Operator must ensure that system balancing is fair and transparent and provides appropriate price signals for consumers to manage their consumption or Distributors to support end-users balancing risks in line with the costs of imbalance as reflected in the related Distributor balancing charges for associated risk mitigation.*

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5.2. Transmission pricing

5.2.1. Applicability

Transmission pricing is applicable to licensees and customers who qualify to access and use the transmission system.

5.2.2. Transmission Tariff Structure and Connection Charges

To encourage cost-reflective pricing, transmission charges must be unbundled to reflect Transmission Use of System (TUoS) costs, the cost of passed-through ancillary services, network losses, administration, and service costs, and, where applicable, connection costs. These charges will apply to generators and loads but may differ.

The charges will comprise:

- connection charges;
- use of system charges based on annual capacity and transmission zones (in R/kVA or R/kW);
- ancillary service charges (in R/kVA or R/kW or c/kWh);
- line losses (in c/kWh);
- service and administration charges (in R/POD);
- charge for the recovery of national subsidies and/or other legacy costs (in R/kVA or c/kWh); and
- if required, additional charges may be introduced to better reflect the cost of supply, such as reactive energy charges, congestion charges, etc.

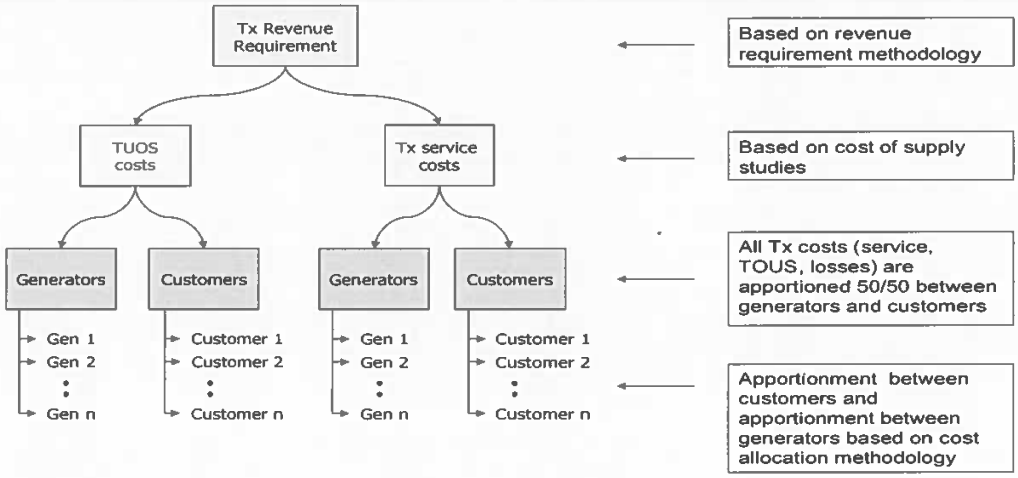
Connection charges need to be fair and must be calculated in accordance with the principles and rules set out in the relevant sections in the Code. The connection charges principles should be aligned to the following:

a. The basis on which connection charges are calculated by the licensee should be clear and transparent.
b. Customers should not pay twice for the same infrastructure.
c. There needs to be a fair and transparent reimbursement mechanism in the connection charge policy to deal equitably with shared network assets. This is to prevent second comers/free riders from benefiting once the first user has paid for the system.
d. Although customers would pay for the assets, the network company will own and maintain the assets.
e. The contracting parties should also have a clear understanding of funding and payment for the repair, refurbishment or even replacement of connection assets.

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The different transmission costs (services) and their relation to the transmission revenue requirement and the cost recovery from generators and customers are summarised in the following figure.

Figure 2: Transmission cost allocation between different generators and different customers.



Policy Position:16

a) *Transmission tariffs must be unbundled (e.g. charges for: TUOS, ancillary services costs, line losses, customer services, and connection) to reflect more accurately the cost of supply;*

b) *The transmission tariff structure must reflect the overall cost of supply and could consist of a combination of capacity, energy loss factors, ancillary services, service, and administration charges, etc.;*

c) *Connection charges must be fair and calculated in accordance with the Code;*

d) *No customer connecting to the transmission system shall be permitted to avoid contributing to approved subsidies or legacy costs unless allowed by NERSA; and*

e) *The calculation of charges for the unbundled services should be in line with the principles set out in the Codes to ensure fairness and transparency in the way transmission charges are calculated.*

5.2.3. Transmission Tariff Levels

The transmission tariffs need to be set at a level that would allow the licensee to recover its approved revenue requirement.

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Tariff levels should be determined in accordance with:

- the approved Codes.
- an approved cross-subsidies and/or subsidy framework; and
- tariff structures and annual adjustment regulatory rules and other regulatory requirements.

Policy Position: 17

a) *The transmission tariffs need to be set at a level that provides the licensee with an opportunity to earn its approved annual revenue requirement; and* b) *Tariff levels must be determined in accordance with approved standards, codes, frameworks, and other regulatory requirements.*

5.2.4. Transmission Investment for New Capacity, Refurbishment and Maintenance

The Transmission network service provider's revenue determination should be set at a level that provides adequate recovery to meet its investment obligations in terms of the Transmission Development Plan, refurbishment, and maintenance.

Policy Position: 18

a) *Transmission must undertake the required analyses to determine the extent of investment and resources required to provide new capacity, refurbishment, and maintenance;* b) *NERSA should assess and approve reasonable funding requests for investments in regulated assets to ensure the transmission network's expansion, maintenance, and refurbishment align with the Transmission Development Plan.*

5.2.4.1. Transmission Charges to Generators and Loads

Electricity is characterised by significant transport, transmission, and distribution costs. The location of generation relative to the location of consumption within an electricity grid influences the costs of supplying customers. The costs of electricity transmission fall into two categories:

- **Infrastructure and operating costs:** Infrastructure costs include power lines, cables, transformers, and other equipment. Operating costs include the cost of building and maintaining these assets.

- **Short-Run Marginal Costs:**
    - **Losses costs:** The transportation of electricity along transmission lines results in electrical energy losses. This lost energy must be replaced, at a cost, by increasing total generation output.

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- **Constraint costs:** When transmission capacity is not available to accommodate power flows, instead of transporting power from one area to another, expensive generators that would not be dispatched in an uncongested system have to be dispatched to ensure supply exactly equals demand in all areas.

The mechanisms used to allocate these transport costs to generators can materially affect the value of a generator and the value of its output. The mechanism can also affect generators' locational decisions. Signalling electricity transport costs to generators through energy and/or infrastructure prices can give them an incentive to make an efficient trade-off between all the factors that vary by location.

For example:

- The choice of where to locate wind farms entails a trade-off between regional variation in wind speeds and the costs they impose on the transmission system.
- The choice of where to locate gas-fired generators entails a trade-off between regional variation in gas and electricity transmission system costs.
- The signals conveyed to investors through charges that recover the costs of infrastructure, constraints, and losses therefore provide a means of ensuring that generation investors make a least-cost trade-off between their own generation costs and the transmission costs that their presence imposes on the system, thereby promoting economic efficiency.

The reasoning that only consumers should pay for transmission costs, based on the assumption that only load customers need the transmission network, is not correct. The location of a generator also influences the cost of transmission, as does the location of the load. Generator location will be driven by access to the grid, fuel, and renewable energy sources.

Owing to reasons often linked to fuel cost, economies of scale, and other factors, generators are rarely located near their customers, but closer to, or in, areas where it is cost-effective to produce power. This implies that the Transmission Company should build the network to transmit generated power to areas where it is required.

The costs of operating and maintaining the network as well as the portion of capital costs not recovered directly from the generators (that is, socialised) will need to be recovered based on accepted principles. Without locational signals, the cost of socialising means that all pay the same and generators causing the costs are not exposed to the correct pricing signal, as they may choose locations that are more suitable for themselves and less suitable for the Transmission Company or country. Therefore, the costs should equally be allocated to the generators and include locational signals.

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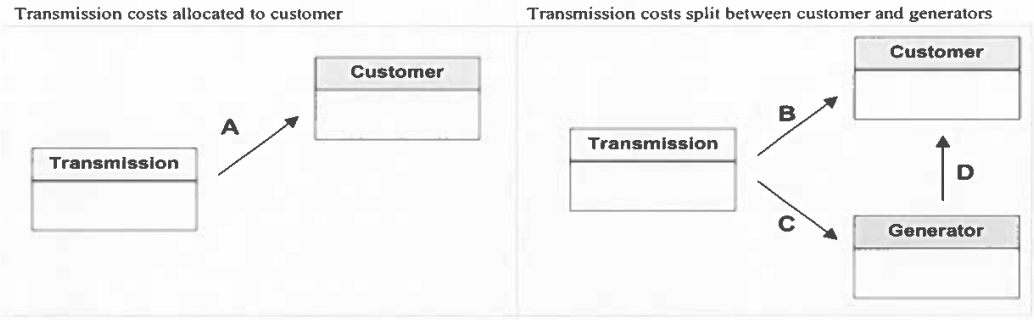
The implications, if load customers pay for all transmission costs, are that:

a. The approach deviates from the principle that the user-must-pay. In this instance, as described above, the generator is also a user of the transmission system and should, therefore, pay according to this principle.

b. Whether the generator pays or does not pay causes a considerable shift between energy and demand charges. For generators selling energy to the wholesaler, the transmission network charges are a pass-through and added to the energy charges as described under wholesale energy pricing. If generators do not pay transmission network charges all the transmission costs will be recovered from load customers through demand (kVA) charges.

c. In other words, whether generators pay for transmission costs or not affect whether load customers pay for transmission through a combination of energy or demand charges or through demand charges only. This would in turn have a significant impact on the cost of customers at lower load factors.

Figure 3: Illustration of cost split between customers and generators.

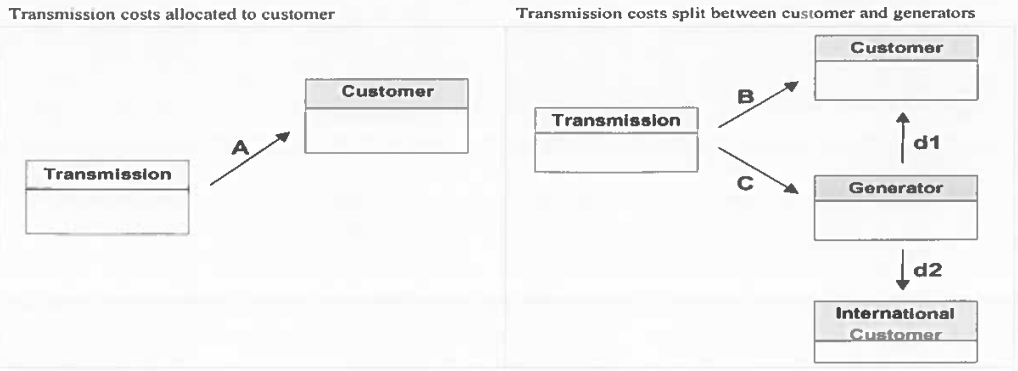


Note:
A = B + C
A, B & C (kVA charges)
D (energy charge)

The deviation from cost-reflective tariffs and the user-pay principle becomes more obvious if generators do not pay for the use of the transmission network, particularly where some of the electricity produced in the country is exported. See Figure 5 for a simple illustration. This may lead to a situation where local customers subsidise international customers for the use of the transmission networks. This is illustrated by the fact that A > B + d1 in Figure 5. This is not a desirable outcome and should be avoided, given that the volume of international trade in SAPP is expected to increase over time.

Figure 4: Illustration of cost split between customers (local and international) and generators.

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Comments:
A = B + C
C = d1 + d2
B + d1 < A
A, B & C (kVA charges)
d1 & d2 (energy charge)

The allocation of transmission costs could impact on the competitiveness of generators. This should not present a problem if the cost allocation is fair and reflective of the costs.

Policy Position: 19

a)	*Transmission network costs must be apportioned 50/50 between generators and customers to reflect the cost of supply more accurately;*
b)	*The transmission tariff structure will be based on a zonal pricing methodology;*
c)	*Transmission losses costs will be allocated directly to loads and generators;*
d)	*Transmission service and other costs must be allocated rationally between loads and generators and must reflect the cost to provide the service; and*
e)	*The apportionment between generators and customers must be reviewed from time to time to ensure compliance with regional approaches, so as not to disadvantage South African-based generators.*

5.3. Transmission Charges Geographic Differentiation

The TUoS charges for both generators and loads are based on zones. The zones for loads are geographically based, while the zones for generators consider both the geographical location and electrical proximity of the generator to loads. These are explained as follows:

a) Load Zones

The TUoS tariffs for loads are based on a concentric-pricing approach. The charge is geographically differentiated in four zones based on the distance of the location of the load from Johannesburg, measured in kilometres. This differentiation methodology is arbitrary and results in non-cost-reflective

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charges. It is argued in the industry that the different approaches for determining charges for generators and loads create artificial arbitrage opportunities and economic discrepancies that are difficult to explain. It is recommended that the approaches be harmonised in the medium to longer term.

b) Generator Zones

TUoS tariffs for generators are derived from load-flow simulations on the Transmission system as it is planned to be in operation. Generation units are dispatched in proportion to their installed capacity to match peak demand. The cost of the Transmission asset is allocated to generators based on the proportional installed capacity and contributions to power flows for the different Transmission assets. The current charging methodology only recognises peak security as a driver of Transmission charging.

The integration of renewable generation brings fundamental challenges in Transmission planning and charging. The current Transmission pricing methodology does not appropriately reflect the costs imposed by different types of generators (in particular, renewable generators) on the electricity Transmission network.

The charging methodology only recognises peak security as a driver of network usage and assumes that all types of generation within an area of the network (a generation charging zone) contribute equally to network use. In doing so, it overlooks the fact that some generators use the Transmission system more during the peak hours and some less. Under the current methodology, all types of generators are assumed to provide peak security. The additional advantage will be to dampen fluctuations that would otherwise be observed.

Policy Position: 20

a) *The current transmission geographic differentials for loads must remain until they are updated by an approved redefinition of geographic differentials;*
b) *The transmission licence holder, DEE, and NERSA must evaluate the redefinition of geographic differentials for customers by assessing price stability and comparing the current generation mix with that foreseen in the next 10 years; and*
c) *The transmission license holder, DEE and NERSA must investigate different options and adopt the most appropriate method for allocating costs between generators.*

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5.4 Transmission Charges for Cross-Border Transactions

South Africa is an active participant in SAPP development and trading. To prevent any cross-subsidisation between South African and SAPP customers, it is important that the same transmission tariffs, connection charges, and principles should apply to international customers connected to the transmission system.

Policy Position: 21

a) Use of system charges will be the regulated Transmission charges.
b) Cross-border customers will be required to pay connection charges in accordance with the Code and connection charge policy. Where deviations are warranted, they should be approved by NERSA;
c) Imports will be treated as generators and exports as loads for tariff purposes; and
d) The financing of connection assets for cross-border customers will be in accordance with the Codes and where there are deviations that are warranted, NERSA should approve them.

6. CROSS-BORDER SALES

The relevant licences granted by NERSA will enable cross-border trade. All cross-border trades will be in terms of the South African Grid Code and Distribution Codes in the first instance, and Southern African Power Pool (SAPP) rules or any other African power pool in the future in the second instance. Cross-border customers must not pay or receive subsidies intended for South African customers.

Policy Position: 22

a) *Cross-border customers must not receive subsidies intended for South African customers.*
b) *South African customers must not subsidise the export of electricity; and*
c) *International contracts will be subject to South African energy conservation and load-curtailment legislation, regulations, and/or rules.*

7. DISTRIBUTION AND RETAIL PRICING

Distribution Pricing includes components of both retail and network services. For some customers, distributors would function as the retailer for the purchase of power and for others, they may purchase directly from the wholesaler, the market or through wheeling. For both scenarios, distributors would be providing network services, customer services, and administration.

However, electricity pricing in the distribution sector is disjointed, with no clear framework on tariff structures, resulting in a multitude of retail tariff variants. Bundled tariffs make it difficult to separate the

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different services being provided and to show cross-subsidies transparently. Tariffs between Eskom and other distributors are also regulated differently by NERSA. Therefore, NERSA must develop a framework aligned with the principles set out in this policy document, with which licensees must be required to comply.

Policy Position: 23

a) *NERSA shall develop a national tariff framework within 12 months of this policy coming into effect to guide how tariffs are structured, while recognising the need for innovation in the development and approval of updates to tariff structures, new products and services.*

7.1 Tariff Level and Structure

This first section addresses the key principle for distribution pricing, namely that tariffs should be designed according to cost-reflective principles and should support cost reflectivity and transparency. Cost reflectivity includes the tariff level and the tariff structure. Provision may, however, be made for deviations from cost level and structure. The tariff level is the revenue sufficient for a licensee to recover its costs plus a fair return, whereas the tariff structure is the way the allowed revenue is broken down into different types of charges and recovered through those charges.

For all distributors, their costs should be based on an appropriate methodology that treats all distributors consistently and should not be based on historical benchmarks, but on a uniform regulatory method that must fairly enable an efficient licensee to recover the full cost of its licensed activities considering a level of return on assets that is commensurate with the risk borne and sufficiency to attract and retain capital efficiently. A cost-of-supply (CoS) study should be used to justify costs to obtain allowable required revenue and the cost to serve (CTS) to allocate costs based on approved required revenue.

Policy Position: 24

a) *Tariff levels shall provide the licensee with an opportunity to recover the NERSA-allowable revenues or revenue requirements per financial year;*
b) *Tariff structures shall reflect the NERSA-allowed revenues in terms of the cost structure and components of the allowable revenues determined in terms of the principles set out in this policy; and*
c) *NERSA shall, within 12 months of this policy coming into effect, develop a consistent regulatory method for determining the allowable revenues for all distributors and annual adjustments that sustain tariff cost reflectivity, including a standardised set of regulatory accounts.*

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7.2 Cost of Supply Studies

A cost-of-supply (CoS) methodology (for price level) and a cost-to-serve study (CTS) methodology (for price structure) is needed to understand costs for tariff design and development purposes as well as cross-subsidies and/or the subsidy framework contributions. The cost components and cost drivers that should be included in cost-of-supply studies must be identified from NERSA-allowed revenues and reflected the allocation of costs (CTS) accurately.

NERSA must develop a standard that will provide guidance for the development of the CoS and CTS studies. This standard must address the following cost components as far as possible:

- Energy purchase cost based on the energy purchase price structure.
- Transmission network charges reflecting the Transmission purchase tariff structure.
- Cost of distribution and transmission losses per transmission zone and voltage of supply.
- Cost of distribution network services per voltage of supply.
- Retail costs per supply size point of delivery (PoD), type of services rendered, and metering; and
- Measures to ensure that CTS studies provide a view of the inter-tariff and/or subsidy framework subsidies compared to the existing tariffs.

Policy Position: 25

a) *Electricity distributors shall provide CoS or CTS studies to NERSA to support their applications for new tariffs or tariff structure changes.*
b) *CTS study models and approaches are to be based on the cost-causation principle.*
c) *This must be done according to the approved NERSA standard to reflect changing costs and customer behaviour.*
d) *CTS studies must be done in accordance with the approved NERSA standard. The standard must address the following components as far as possible:*
    i. *Energy purchase costs*
    ii. *Transmission purchase costs*
    iii. *Distribution network costs*
    iv. *Retail costs*
    v. *Product or service Incentives and other related costs*
e) *Electricity distributors shall submit CTS studies to NERSA at least every five years to inform the current customer base (all customer categories) and the relationships between cost components and sales volumes.*

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7.3 Customer Categories

Each customer or customer category has a different load profile, demand, and load factor and, consequently, the energy and network costs differ. However, as it is not possible to have tariffs for each customer, there is a need to pool costs based on customer costing categories, including both loads and generators. For this reason, costs and tariffs need to be differentiated by type of usage profile, voltage of supply and density in the area of supply connection(rural/urban). Such differentiation should be applied when the cost of any customer costing category differs significantly from another.

Policy Position: 26

a) Customer categories for costing, tariff design, new tariff or product or service development, special pricing arrangements, and electricity products must be justifiable to NERSA and based on the underlying cost drivers across the customer base, including load, generator, wheeling, trading, and aggregator customers. In determining customer categories, consideration must be given to:

i. Consumption and generation characteristics;
ii. Customer demand, size, and supply or export location characteristics;
iii. Metering arrangements;
iv. Network configuration and voltage level;
v. Customer service and account management requirements;
vi. Contribution to network losses; and
vii. The provision of energy storage or renewable energy services, where applicable.
b) A new customer costing category may be established where the cost of supply or nature of service is materially different from existing categories.
c) Customer costing sub-categories may be created where there is a justifiable distinction in cost components or service characteristics that supports more appropriate tariff differentiation.

7.4 Cost-reflective Tariff Structures

A cost-reflective tariff structure is one that reflects costs as closely as possible. For distributors, this cost starts with their purchase costs for energy and transmission network services, the Eskom distribution charges for distributors that elect to be supplied from Eskom Distribution, and, for municipal licensees, their own distribution costs.

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Tariffs that currently recover fixed costs through a variable charge impose revenue risk on the distributor and increase tariffs for all customers. The correct separation and structuring of network, retail, and energy (variable and fixed) costs in tariff charges provide the correct economic signals and payback period for alternative energy decisions by comparing the utility's energy cost with the cost of the alternative energy source.

If tariffs are not correctly structured to reflect fixed and variable costs:

- a reduction in sales and volumes will result in lower bills, not only for variable energy, but also for fixed energy capacity as well as network charges; and
- this is not equitable or fair to those who, for example, are not able to afford alternative energy sources.

This loss in revenue when the bill is reduced must still be recovered, as energy capacity and network costs will remain for required capital expenditure, continued maintenance, and operations, even when consumption is reduced. These costs would still have to be recovered through tariffs, resulting in increases to tariff charges. Therefore, if the electricity industry does not restructure existing distribution tariffs to meet a changing ESI and EDI environment, all customers will be negatively affected. Customers who opt for alternative sources of energy should also equitably face the cost of their back-up energy supply from distributors; otherwise, unintended tariff subsidies may result.

For some customer categories, and for ease of customer understanding, the various cost components can be simplified into fewer charges for some tariffs (that is, more bundled) but should still reflect the full cost of supply for the group of customers charged through the simplified tariffs.

Policy Position: 27

a) The charges reflecting the unbundled costs, should be structured as far as possible to include:
b) Energy costs in clkWh and generation capacity charge reflecting the wholesales energy purchase cost structure;
c) Transmission network and ancillary charges reflecting the Transmission purchase price structure;
d) Distribution network charges in R/kVA based on maximum demand per billing period;
e) Distribution network charges in R/KVA or R/kW/ month or R/Amp/ month based on annual capacity;
f) Customer service charges in R/customer or /Point of delivery (POD) / day/months based on the size of the supply;
g) administrative charges in R/POD/or month/day;
h) Charges for poor power factor as transparent and separate line items,

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i) A TOU energy net-billing rates for prosumers,
j) Charges for the cost of losses,
k) Wheeling crediting charges,
l) Net-billing credit charges,
m) utility-owned embedded generation, storage, and demand management incentives for participating end-users,
n) Cross-subsidy charges; and
o) All applicable charges whether unbundled or bundled must however enable the recovery of the full allowed revenues (costs plus returns).

7.5 Rationalising Electricity Tariff Structures in the EDI

NERSA, in collaboration with the electricity industry, should develop a national guideline for the EDI to standardise electricity tariff structures and other pricing mechanisms (including product and services principles and incentives, subsidies and wheeling crediting). This will facilitate a consistent approach to tariff or product or service design and development across all distributors, enhance transparency, and improve stakeholders' understanding of electricity tariffs. Distributors will be required to adapt their tariff structures and other pricing mechanisms in compliance with the national guideline. However, tariff levels may continue to differ between utilities to reflect local circumstances, demographics, and cost structures.

Policy Position: 28

a) NERSA shall, within 12 months of this Electricity Pricing Policy (EPP) coming into effect, develop, consult on, and finalise a framework to guide the standardisation of electricity tariff structures and other pricing mechanisms (products and services principles and incentives, subsidies and wheeling crediting) for all licensed electricity distributors.
b) The framework shall establish a common industry tariff structure and pricing mechanisms consistent with the policy positions contained in this EPP and shall be developed through an open and transparent public consultation process.

7.6 Changes to Tariff structures

Structural changes will be required when cost drivers, customer segmentation and pricing signals need to be more reflective of the Distributors' customers' needs and business requirements. Delayed changes to existing tariff structures may result in energy consumption inefficiencies, purchase cost under-recovery, Distributor volume risks and create unintended cross-subsidies. Customers need to receive the correct signals in a timeous manner to address these electricity distribution issues. At a minimum, structural changes to tariffs should be done based on a cost-of-supply and cost to serve studies and may include pricing signals.

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Policy Position: 29

a) NERSA must ensure that Tariff structure and levels shall be aligned with the results from an updated CoS and CTS studies and will reflect the associated revenue requirement for the licenced activity and cost structure characteristics.

b) NERSA may approve changes to tariff structures where tariffs are combined or rationalised, using existing tariff revenue without a CoS study, and.

c) NERSA shall timeously evaluate all submitted structural changes, new tariffs, crediting charges, products and services and provide reasons for decisions with guidance.

7.7 Distribution use-of-system (DUoS)/Network Charges

The distribution network costs are the costs of a Distributor associated with capital (regulated return on assets and depreciation) for new and refurbishing of existing infrastructure, maintenance, and operations and for flexible service provided. Use of system charges can also be used for raising of subsidies and other charges that may not be avoided.

DUoS charges are unbundled network related charges that reflect these distribution costs, plus any contribution to network-related subsidies applicable to loads and generators and are as follows:

- Distribution network costs – may be split into fixed and variable components.
- Ancillary service cost – pass-through cost from the System Operator in Transmission and distribution related service cost.
- Embedded Transmission network and ancillary charges – pass-through cost from Transmission.
- Administration and service costs related to the provision of a network service including wheeling.
- Subsidy charges – network related subsidies that shall are not avoided by any users of the network.

Network tariffs need to be reformed to move away from variable based charges (e.g. c/kWh) to tariff structures that had better reflect the fixed costs and the demand users of the Distribution network impose on the network. This is an appropriate mechanism to compensate Distributors for providing the network and required capacity e.g. ensure that customers with PV self-generation also bear the same network costs as other customers.

Without a distribution network, energy generated cannot be delivered. The Distribution network business is just as important as the generation of electricity because network assets; wires, poles and transformers are needed to transport the energy from the generator to the consumer and to

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accommodate bi-directional flow of energy where the customer is both a consumer (load) and a generator.

Distributors are required to pay TUoS charges to reimburse the Transmission network operator for use of the transmission system. Similarly, Distributors will need to recover this transmission cost through an embedded TUoS charge. Consequently, the Distribution network charges comprise the DUoS and the embedded TUoS charges.

Policy Position: 30

a) DUoS charges shall apply to both generators and loads.
b) Charges shall be cost-reflective and based on an updated cost-of-supply and cost to serve studies, considering capacity, voltage level, transmission zone, network losses, and urban or rural classification (density of supply area).
c) DUoS and embedded TUoS charges shall recover the full cost of operating and maintaining the distribution network, including ancillary services, retail services, and approved subsidies where applicable.
d) DUoS charges shall be unbundled to improve transparency, with a minimum fixed network capacity charge and additional demand- or consumption-based charges where appropriate.
e) The charging principles shall apply to all small power tariffs, except subsidised lifeline tariffs.
f) NERSA shall implement a phased transition to cost-reflective distribution network charges within five years of the policy coming into effect.
g) NERSA shall develop a national DUoS charging framework, including standardised regulatory accounts, to ensure consistency and regulatory certainty across the electricity distribution sector within 12 months of the policy coming into effect.

7.8 DUoS Charges for Wheeling

In compliance with the Electricity Regulation Amendment Act, the transmission and distribution licences, Licensees must provide non-discriminatory access to the grid. Therefore, access and the DUoS and TUoS charges for the delivery of energy are, therefore, independent of the supplier of the energy or the buyer of the energy. Where energy is wheeled through a bilateral arrangement/contract, the charges for the delivery of the energy will be the same charges as for customers buying their energy from the licensees, plus and associated administrative costs.

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Policy Position: 31

a) A generator wheeling energy will pay the standard generator DUoS charges as applicable;
b) A load buying wheeled energy will pay the standard load DUoS and TUoS charges as applicable;
c) No wheeling customer will be subsidised by a non-wheeling customer;
d) A wheeling customer will have to pay the administration costs and any additional wheeling service charges required for a wheeling transaction; and
e) A wheeling customer will not be allowed to avoid contribution to approved cross subsidies or subsidy framework contributions.
f) All charges will be identified in the standardised set of regulatory accounts.

7.9 Retail Charges

Retail charges recover the cost of administration (meter reading, billing), energy trading, wheeling transactions, and customer service (including support, queries, applications, quotation, and call centres).

Policy Position: 32

a) Retail charges shall be based on appropriate segmentation linked to the level of administration required the type and the level of service provided to the customer;
b) Except for lifeline tariffs all tariffs will pay cost-reflective (level and structure) retail charges;
c) For any additional services or transactions required on the bill an additional administration charge will be raised; and
d) Additional retail charges may be applicable for additional products and/or services.
e) All charges will be identified in the standardised set of regulatory accounts.

7.10 Crediting for Energy Exported into the Network (Net-Billing Tariffs)

Load customers generating some electricity may choose to export this energy into the Distribution network and receive a credit for the exported energy.

In this context, net-energy billing is a mechanism applied when the customer's generation is synchronised with the grid (grid-tied), some energy is exported, and a credit is provided on this exported energy. The utility or another party does not purchase this energy; the energy still belongs to the customer using the grid as a bank. Such customers may be required to register or apply for a generation licence.

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The benefits of using the network despite customer having their own generation include:

- The grid is a virtual battery, that is, it can temporarily store excess energy and can accommodate more storage than a battery.
- The customer can benefit from a net-billing tariff, which is a debit and credit process for energy consumed and produced at the same point of supply and not a netting of import consumption kWh and export production kWh.
- If net billing is combined with storage, the customer can benefit by reducing higher peak power charges. Storage could include hot water and batteries (including electric cars).
- The grid provides ancillary services that the customer would otherwise have to provide such as supplemental and back-up power and a fault level.
- The customer can also provide ancillary services to the grid provider and the System Operator, that is, remote control over the generation and/or storage, for which the customer can be compensated.

With grid-tied and net-energy-billing tariffs, it is important that appropriate charges are raised for the use of the network and the services being provided and that these charges are not raised as volumetric c/kWh charges as far as possible. If tariffs do not reflect cost causation, this means that customers with own generation could end up being subsidised by customers without by reducing their contribution to covering network and retail costs, while shifting those costs onto utility customers who do not have own generation.

At a minimum, TOU tariffs should be mandatory to ensure fair payment and compensation in the various time-of-use periods. Tariffs that reflect costs in different time periods, including net billing, will encourage storage, the reduction of peak demand and result in a reduction of costs for the utility and the customer.

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Policy Position: 33

a) Net-energy billing will be allowed, subject to any licensing or registration required by law and in compliance with NERSA rules;
b) The net-energy billing customer will be required to be at a minimum on a time-of-use tariff;
c) The net-energy billing customer will be required to pay the relevant DUoS and TUoS charges for the use of the Distribution grid associated with consumption;
d) The net-energy billing customer will be required to pay the relevant DUoS or TUoS charges for the use of the grid associated with export of energy;
e) A credit rate for energy exported into the Distribution grid will be given based on avoided purchase cost;
f) DUoS, embedded TUoS, and retail charges will always be payable and will not be credited against the value of energy exported into the Distribution grid;
g) This compensation will be done on a time-of-use basis for the value of the energy exported;
h) An additional retail charge will be raised to cover the incremental cost associated with the additional billing transaction; and
i) NERSA shall establish a framework for the raising of net-energy billing rates and approve such rates.

7.11 Wheeled Energy (Wheeling)Wheeling Tariffs for Loads and Generators

All customers using the Network whether load or generator are subject to Use-of-System charges, regardless of whether energy is supplied by the Licensee or through third-party wheeling. These charges enable the Licensee to recover Network costs. Tariffs must comply with the EPP and the Codes and be approved by NERSA. Connection charges may be applied separately to cover upfront connection costs.

Charges for Loads

Charges for loads should preferably be based on unbundled and explicit Use-of-System charges applicable to Wheeled Energy. Where such unbundled charges have not yet been approved, bundled Use-of-System charges that inherently include wheeling-related network costs may be applied as an interim measure.

Charges for Generators

Charges applicable to generators must be determined in accordance with the Licensee's approved methodology and must comply with the applicable Codes. Any additional administrative costs arising from third-party wheeling arrangements may be recovered by the Licensee.

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All network users must contribute towards NERSA approved subsidies or municipal surcharges, irrespective of the source of energy supplied. Such subsidies and surcharges should be transparent and supported by an approved cost-of-supply and cost to serve study. Connection charges may also be levied separately from the applicable Use-of-System charges.

Calculating Avoided Energy Cost – Wheeling

Wheeled Energy must be accounted for through either an approved Wheeling Credit Rate or Wheeling Tariff, or by separately identifying Wheeled Energy on the customer's bill. The Licensee remains responsible for determining the applicable rules and accounting mechanisms for the treatment of Wheeled Energy.

Policy Position: 34

a) *All parties must comply with all applicable laws, Codes, and agreements when conducting electricity-related activities.*
b) *Transmission, distribution, and trading activities require NERSA licences under the Electricity Regulation Act (ERA); some distribution licences include inherent trading rights.*
c) *Schedule 2 activities are exempt from licensing but must be registered with NERSA, including resellers and generators wheeling electricity (provided no sale to an organ of state occurs).*
d) *Use-of-system charges, Wheeling Credit Rates/Tariffs and related service charges require NERSA approval; generators and buyers are responsible for all third-party wheeling charges.*
e) *Licensees may impose conditions on wheeling transactions, provided they do not conflict with the ERAA, applicable Codes, this guidance, or the EPP.*

7.12 Cost-Reflective Versus Pricing Signal

Customers respond to the signal provided through electricity prices.

Tariffs have the objective of creating a specific signal to customers to achieve specific objectives. Tariffs are not solely about cost causation and price signalling but also cater for other objectives like capacity to supply.

In addition to being cost-reflective, the price signals in tariffs should meet a range of objectives, which may include:

i. manage generation capacity and related cost recovery;
ii. meet the System Operator's requirements to optimise the operation of the power system;
iii. provide the right economic signals that promotes economic efficiency;

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iv. incentivise investment for the benefit of both the customers and licensee; and
v. improve financial sustainability by increasing efficiencies in operating costs.

Policy Position: 35

a) The pricing signal to be provided to customers using the baseline cost reflective price and must reflect itemised costs and other objectives to ensure operational and financial sustainability, and
b) Any additional pricing signals over and above recovering the costs and ensuring operational and financial sustainability must be itemised and motivated specifically and be approved by NERSA.

7.13 Retail Energy Charges

The load profiles of customers differ significantly and therefore, the application of tariffs with single energy charges does not reflect the system usage or the wholesale tariff and this may result in uneconomic use of the system and, result in increased costs and under-recovery of revenue. In addition, if customers only pay an average single energy rate, but rely on the system for peak power, this will result in these customers being cross subsidised by customers that use electricity more effectively. TOU signals also provide customers with the opportunity to save if they do respond.

The changing electricity environment is becoming more important for customers to have time-of-use signals as the installation of PV reduces consumption, but not necessarily peak demand. For these reasons, the application of TOU tariffs to all customers in the industry, except for the lifeline tariffs and, where practical should be actively promoted.

Policy Position: 36

Tariffs must include TOU energy rates as follows:
a) reflect the cost to serve;
b) be applicable to all customers supplied at MV or above within two years;
c) be applicable to all customers with three-phase connection or above 100 kVA within five years; or
d) be applicable to all cases where the metering provides such features within five years, and
e) be applicable to all customers that have grid-tied embedded generation.

7.14 Voltage and Position Differentiation

Most utilities currently apply tariff differentials based on the supply voltage due to the difference in costs and losses at the different supply voltages. However, these tariff differentials are not necessarily cost-reflective resulting in subsidies from one voltage level to the next. The following highlights some of the issues identified:

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a. The level of the differentials between supply voltages in tariffs is smaller than the actual cost differences.

b. The differentials are only applied to the supply voltage and do not reflect the point on the network where the supply is connected. Costs differ significantly for supplies directly connected from the lower voltage side of a substation and that of a customer taking a supply from deep within in a network (length of line considerations), although both could be supplied at the same supply voltage.

To reflect supply voltage differentials, whether connected directly to a substation or deep within the network requires a complex cost-of supply study and would create more voltage categories that may complicate the CTS study and increase the number of resulting tariff structures. This may encourage customers to request a direct connection to substations, and this may not necessarily be economical for the Distributor or other customers.

This would result in uneconomic by-pass where customers would seek to own connection assets and avoid paying lower voltage network charges that include costs for shared network assets, or duplication of distribution networks.

Policy Position: 37

Voltage and supply position differentials must be applied in tariffs within a licensed distributor as follows:

a) based on the justifiable supply voltages, per customer and customer costing grouping;
b) based on the cost and losses differences from the cost to serve study;
c) to be applied to tariff charges as applicable; and
d) NERSA must drive a plan for phased increases in tariffs at lower voltages and a commensurate decrease of tariffs at higher voltages where voltage differentials do not reflect costs and where itemised costs will be identified in the regulatory accounts.

7.15 Domestic (Residential) Tariffs

There is many domestic (residential) tariffs and tariff structure being used in the EDI and these need to be rationalised through a NERSA framework. Distributors should charge cost-reflective tariffs for domestic customers, through common structures, while also catering for cross-subsidisation of some customers through lifeline tariffs. The detailed provisions for low-income customers are discussed in the cross-subsidy section.

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Inclining block rate tariffs and tariffs that do not reflect cost-causation in an unbundled way should be removed unless they are used to provide cross-subsidies. Inclining block rate tariffs for higher consumption residential tariffs are not appropriate as they provide no TOU signal do not reflect unbundled costs (energy, network, and retail) accurately and this may lead to an incorrect signal to customers when deciding on sources of alternate energy sources. Inclining block rate tariffs are not necessarily linked to the cost of additional consumption and, do not reflect the additional demand imposed. The tiers in inclining block tariffs may be arbitrarily set, and there is little evidence of any customer response to inclining block tariffs.

Policy Position: 38

Domestic tariffs to become more cost-reflective, offering a suite of supply options with progressive capacity-differentiated tariffs and connection fees:

a) At the one end a lifeline inclining block-rate tariff or a single energy rate tariff with no basic charge, up to 60 Amps single-phase and connection charges. aligned to the DEE suite of supply options guidelines;

b) At the next level, a tariff to contain unbundled tariff charges to reflect itemised network cost-reflective charges based on capacity, an itemised customer service charge, and an itemised energy charge with cost-reflective connection charges; and

c) At the final level TOU tariffs must be instituted on the same basis as above, but with TOU energy rates for all three-phase connection (subject to smart metering roll-out).

7.16 Treatment of Connection Charges

Funding of capital costs for the provision of capacity is funded either through tariffs or from other sources such as:

a. By way of connection charges as a contribution to the cost of any existing or future infrastructure that would be used, that is not recovered through tariff charges.

b. The State electrification fund grant towards the cost of establishing networks to supply new customers and maintain low connection fees.

c. In many cases developers or customers would establish and fund infrastructure and then hand them over to the utility at no compensation.

Connection charges need to be fair and must be calculated in accordance with the principles and rules set out in the relevant sections in the Distribution Code. The connection charges principles should be aligned to the following:

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a. The basis on which connection charges are calculated by the licensee should be clear and transparent.

b. Customers should not pay twice for the same infrastructure.

c. There needs to be a fair and transparent reimbursement mechanism in the connection charge policy to deal equitably with network assets that are shared. This is to prevent "second comers / free riders" from benefiting once the "first user" has paid for the system.

d. Although customers would pay for the assets, the network company will own and maintain the assets.

e. The contracting parties should also have a clear understanding of funding and payment for the repair, refurbishment or even replacement of connection assets.

The issue at stake is whether a utility should be allowed to apply depreciation and earn a return on these assets which are funded by the customers outside of the tariff. If this is allowed, it would mean that customers would have to pay twice for the same network assets. The principle thus is when the upgrade or refurbishment of these assets is due, the required funds could either be funded from approved revenue or debt, which in turn would need to be recovered through tariffs for which all customers would then eventually need to pay.

A wide range of practices used to be applied to recover a connection charge from customers towards the cost of infrastructure being used for the new capacity. An industry standard (NRS-069 Guidelines for Distribution connection charges for loads) was established to standardise the methodology for how connection charges for loads are calculated in South Africa and its application is a Grid Code requirement.

The Distribution Code also provides guidance with regards to the connection charge policies that should be applied to recover capital costs from customers.

Policy Position: 39

a) Any assets which are not financed by the distributor, but from sources such as: State grants, connection charges and connection fees, self-build infrastructure handed to the utilities, shall be identified in the regulatory accounts and excluded from the asset base for the purpose of determining depreciation and return on assets and in the same way these costs be excluded from COS studies;

b) The provision for the replacement of these assets when it becomes due shall form part of the Licensee's revenue requirements.

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c) *These assets would, however, be included for provisions relating to all operating expenses; and*
d) *Regulatory accounts in support of a consistent methodology must be applied in the electricity industry to govern the determination of connection charges payable by customers / developers to ensure a fair and non-discriminating practice for all participants.*

7.17 Public Lighting

Many municipalities consider public lighting to be part of the electricity supply service and as such, electricity customers must cover expenses. Public lighting is, however, a municipal service which is a consumer of electricity and not part of electricity supply. This is a service to the community, not to the electricity customer. The type of lighting and replacement of lights are subjects affected by the voters of the municipality and subject to issues of aesthetics, road safety, and public safety. These matters do not form part of electricity supply and are quite different to the criteria for determining expenditure on electricity networks.

Worldwide systems of public lighting are considered part of municipal services and are thus paid by these authorities. The only exceptions are some developing countries where proper functioning municipal services have not been established. It is important to understand that it is not proposed that municipalities should now charge the taxpayers more, but rather that the cost of public lighting should be shown separately and be charged separately to the municipality. The municipality may in turn recover this money from the Municipal Surcharge on Electricity (MSOE) or any other source such as rates.

Policy Position: 40

a) *Public lighting, including streetlights, high mast lights, parking area lights, and traffic lights are considered as consumers of electricity and are not part of electricity supply;*
b) *The associated charges must cover capital and operating costs associated with energy, electricity network, dedicated lighting networks, and lighting services;*
c) *Such services may be provided by electricity utilities, but such costs must be charged to the appropriate owner, in most cases the municipality; and*
d) *The municipality can in turn fund such service from the MSOE.*

7.18 Refurbishment and Maintenance

There is a significant challenge in the distribution industry related to the backlog of appropriate maintenance and refurbishment of infrastructure. This needs to be addressed so that the asset can maintain a reasonable level of service quality for its customers.

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Policy Position: 41

a) Licensees must undertake the required analyses to determine the extent of backlog of maintenance / refurbishment and put strategies in place to catch up.
b) NERSA must give due cognisance to requests for additional funds, itemised in the regulatory accounts and to be recovered in tariffs to provide for capital for refurbishment of standard asses and all operating expenditure, including staff to manage such projects and undertake the required work.
c) The above must be done with due cognisance with proper ring-fencing to ensure that the needed funds not from the electricity sector is used to fund other sectors; and
d) The refurbishment of premium assets will be funded outside the tariffs in accordance with the Distribution Code.

7.19 Distribution Losses and Bad Debt

Non-technical losses and bad debt have become a massive problem with a significant impact on electricity sales, maximum demand, and viability of many licensees. The question is whether such high non-technical losses and subsequent bad debt could be a legitimate cost which should be recognised as part of efficient electricity supply costs, and how it should be treated.

Policy Position: 42

a) NERSA must develop acceptable standards for non-technical losses and provision for bad debt in the regulatory accounts and related revenue requirements.
b) The component of non-technical losses and bad debt which exceeds the approved standard must be considered unacceptable and be removed from the allowed revenue base that would otherwise impact on the return of owners.

Distribution losses comprise both technical and non-technical losses. Non-technical losses and bad debt are a problem with a significant impact on electricity sales, maximum demand, and viability of many licensees. In addition, the ability to enforce payment has become politicised and exceedingly difficult resulting in significant under-recovery of revenue by Licensees. The question is whether such high non-technical losses and subsequent bad debt could be considered a legitimate cost to be recognised as part of efficient electricity supply costs, and how it should be treated.

Losses will increase as more customers are added to the network and IPP connections in low load areas are increasing losses. A NERSA methodology must accommodate this changing environment.

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Policy Position: 43

a) NERSA must develop a data-based methodology to quantify and establish technical, non-technical losses and provision for bad debt, and

b) The component of technical, non-technical losses and bad debt that exceeds the approved standard must be considered unacceptable and be removed from the approved revenue base that would otherwise affect all customer electricity tariffs.

7.20 Reseller Charges

Resellers are registered entities that purchase electricity from a licensed supplier for onward sale to tenants, homeowners, or other end-users. All resellers must comply with the provisions of Schedule 2 of the Electricity Regulation Amendment Act (ERAA), particularly regarding the setting and application of tariff charges. The National Energy Regulator of South Africa (NERSA) has issued guidelines for resellers; these guidelines should be reviewed and updated regularly to reflect current legislation and regulatory requirements.

A key area requiring clarification is the monitoring and enforcement of compliance by resellers. While licensees may assist in mediating disputes or addressing non-compliance issues, they do not hold regulatory or legal authority under the ERAA to compel resellers to comply with the Act, except through the disconnection of supply in accordance with applicable procedures. Mechanisms for compliance monitoring and dispute resolution should therefore be clearly defined to ensure transparency and legal certainty.

Policy Position: 44

a) Non-licensed traders of electricity shall provide the electricity at terms, tariffs, and services in compliance to Schedule 2 of ERAA;

b) NERSA shall provide rules to licensees and resellers regarding electricity resale pricing principles; and

c) The Licensee shall mediate disputes relating to electricity resale and if there is no resolution, NERSA shall be the final arbiter, and such conditions must be included into the Licensee's electricity supply agreement with the reseller.

7.21 Electricity vendors

Vendors facilitate prepaid electricity purchases by providing token sales services and receiving commissions for these services. Currently, this sector is unregulated and lacks standardization, creating the potential for excessive fees and unfair margins. There is a clear need to develop a

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standardized pricing framework and monitoring mechanism to ensure that vending fees are transparent, fair, and consistent. Implementing such measures will ensure that prepaid electricity vending services operate in a regulated, transparent, and consumer-protective manner, while standardizing vendor practices across the sector.

Policy Positions: 45

a) NERSA must within 12 months of coming into place of this policy develop and implement a standardized pricing framework for electricity vending services.
b) Define allowable service fees and commission structures to prevent excessive margins.
c) Establish a monitoring and compliance mechanism to ensure transparency and adherence to the framework.
d) Conduct periodic reviews of fees and commissions to reflect market and technological changes.
e) Monitor vendor compliance with the pricing and reporting requirements.
f) Investigate consumer complaints and enforce the framework through penalties or corrective measures where necessary.

7.22. Electricity Tariffs for Organs of State

When organs of the state are supplied with electricity, standard NERSA approved tariffs charges should be applied. There should be no preferential tariffs as this practice would under-recover revenue and create subsidies. The full cost of providing electricity to organs of state should be charged to ensure that the appropriate pricing signals are provided to ensure efficient use.

Policy Position: 46

a) No special electricity tariffs or terms shall be permitted for organs of state or State funded institutions including schools and clinics / hospitals, and.
b) Organs of state shall be required to budget and pay for the full cost of electricity services based on NERSA approved unbundled and cost reflective electricity prices.

7.23 Municipal Surcharge on Electricity (MSOE)

Currently a significant amount of electricity revenue is used by many municipalities to subsidise other municipal services. This is done by way of a transparent so-called "surplus," but also by way of various un-transparent methods such as: provision of streetlights, overstated administrative charges, unfair surcharges on materials handling, understated internal usage charges, etc. Until

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municipalities have completely ring-fenced their activities, overstated charges to electricity departments will continue.

The MSOE will be regulated through norms and standards for electricity surcharges (as and when introduced) as provided for in the Municipal Fiscal Powers and Functions Act. When regulations on electricity surcharges are introduced, the regulation of the "base tariff" will be the responsibility of NERSA (which will be exclusive of the electricity surcharge), and the Minister of Finance/National Treasury will be responsible for the regulation of the MSOE.

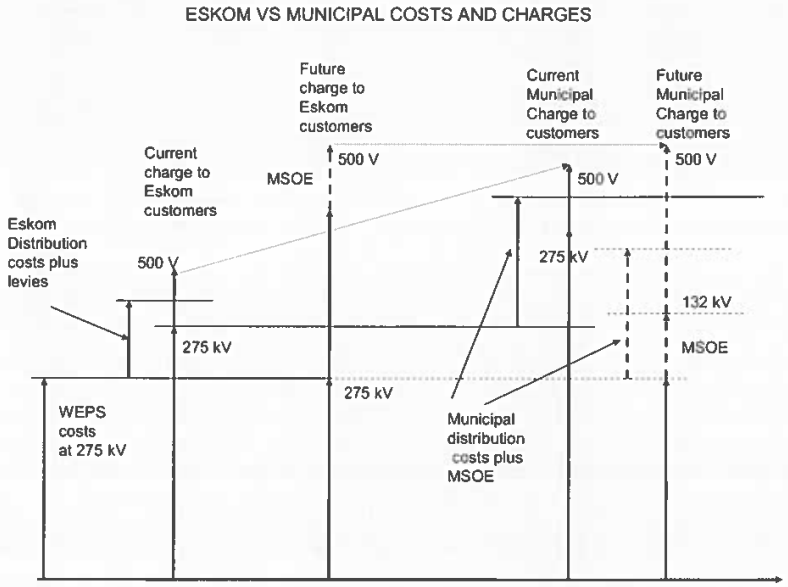
Some municipalities have already introduced a transparent MSOE without phasing out the existing hidden surpluses. This is totally against the intention of the legislation to regulate the application of the MSOE. Furthermore, it is also uncertain as to whether these municipalities have ring-fenced their activities to quantify the hidden surpluses.

Policy Position: 47

a) *Under no circumstances shall the new MSOE be introduced in addition to the current non-transparent / un-ring-fenced surpluses as identified in the regulatory accounts.*

b) *NERSA shall regulate the electricity prices excluding the transparent MSOE.*

Figure 5: Future Treatment of MSOE and cost reflective Eskom Charges



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Municipalities apply the rule of cutting off or not selling pre-payment electricity as a measure also to recover municipal rates revenue. In areas where this is not done the rates payment levels are extremely low.

8. DEMAND SIDE FLEXIBLE SERVICES

Demand side flexible services and products are needed to optimally mange the system and grid. These can be used to reduce demand, capacity constraints and even energy requirements. Some examples of such products and services to incentivise investment in the space are:

- Voltage support for local, regional, and national needs
- Unbalance support
- Constraint management
- Energy storage
- Support for planned and unplanned outages
- Phased balancing
- Tariff products
- Demand response mechanisms.

Policy Position: 48

a) *NERSA must consider the impact and the effectiveness of demand and supply side flexible options in determining revenue requirements of licensees.*
b) *These demand and supply side flexible options must also be ring-fenced in the regulatory accounts and be reported on per revenue review period to demonstrate the costs and the benefit by licensees.*
c) *The Regulator must decide on the amount of funds to be allocated to demand, and supply-side flexible options based on requests made by the licensee.*
d) *The funds shall be applied and prioritised on a reliability and security of supply and/or least cost per saved MVA/MW basis.*
e) *All parties in the ESI shall be treated fairly and independently based on the measure to which the application meets the qualification criteria as prescribed by the Codes.*

9. UTILITY-OWNED EMBEDDED GENERATION

In line with evolving technologies, Distributors can establish utility-owned embedded generation including microgrids and roof-top solar PV energy services. Microgrid pricing should reflect the cost to supply and serve end-users with the resultant tariffs approved by the NERSA. Incentives for utility-owned embedded generation credited to participating Distributor customers should be based on cost

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to supply and serve participating customers and self-funded within the utility owned embedded generation business models.

Policy Position: 49

a) *NERSA must consider the impact and the effectiveness of utility-owned embedded generation including microgrids and rooftop solar PV in determining Licensee revenue requirements.*
b) *Utility-owned embedded generation must also be ring-fenced in the regulatory accounts and be reported on per revenue review period to demonstrate the costs and the benefit by licensees and end-users.*
c) *The Regulator must decide on the amount of funds to be allocated to utility-owned embedded generation products and services based on requests made by the licensee.*
d) *The funds shall be applied and prioritised on a reliability and security of supply and/or least cost per saved MVA/MW basis.*

10. SUBSIDIES

Electricity affordability is one of South Africa's most critical socio-economic and policy challenges. Rising tariffs, structural inefficiencies in the energy sector, and entrenched inequality have increased the burden on low-income households, businesses, and the broader economy. Existing measures have not provided sufficient relief, highlighting the need for a clear and consistent policy approach. Ensuring affordable electricity is essential not only for equitable access to energy services but also for sustaining economic competitiveness and maintaining social stability. Affordability concerns are raised both by those who benefit from subsidies and by those who finance them.

Cross subsidies in electricity tariffs occur when some customers pay more or less than the actual cost of supply. These subsidies are embedded in cost pooling and tariff design and are applied both to improve affordability for targeted groups of customers and to support sustainable electricity supply investments.
Within South Africa, there is ongoing debate on the future of tariff cross-subsidies: how they should be structured, who should contribute, who should benefit, and how the system should adapt to the changing electricity supply industry (ESI). Increasingly, customers can generate their own power and reduce their reliance on the grid, which allows them to avoid contributing to subsidies. This trend narrows the funding base and places a heavier burden on the customers who remain fully grid dependent.

The removal of tariff cross-subsidies would result in steep tariff increases for current recipients. On the other hand, increasing subsidy contributions for other customers has led to pressure for exemption

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or prompted a shift towards self-generation and alternative energy sources. This creates a cycle where the remaining grid-connected customers, particularly those reliant on wheel or direct supply carry a greater share of the subsidy burden, unless funding is located outside the tariff base.

For fairness and equity, all customers who use a licensee's network should contribute proportionately to subsidies. Allowing some to avoid contributions results in undue discrimination. Generators may, however, be excluded to prevent double subsidisation, as their customers would otherwise face charges both through the generator and the network. A more balanced approach is for all network-connected customers to contribute at a fixed and proportionate rate, based on their level of network demand.

At present, the application of cross-subsidies is inconsistent across the electricity industry. There is no national framework providing clear guidance on how tariff-related subsidies should be structured, and transparency is limited regarding both the contributions made and the subsidies received by customers across different licenses. This absence of a uniform framework represents a critical policy gap that requires urgent intervention to ensure fairness, consistency, and sustainability in the application of cross-subsidies.

Policy Position: 50

a)	*DEE, NERSA, and National Treasury shall within 12 months of coming into effect of this Policy, develop a national subsidy framework to guide the application of tariff subsidies which should seek to balance the subsidy's impact on the price and affordability of electricity to recipients and contributors.*
b)	*The core principle of the national subsidy framework will be that subsidies are determined after cost reflect tariffs have been determined and based on a consumer affordability study.*
c)	*The framework should also define the qualification criteria for contributing to subsidies (e.g. size of supply/connection, consumption volumes), qualification criteria for receiving subsidies (e.g. size of supply, consumption volumes), maximum threshold for subsidy contribution levels in relation to some measure, e.g. not more than 10% of total revenues recovered from customer group.*
d)	*The framework may identify specific subsidies (outside the sector) and cross-subsidies which must be instituted in the ESI to address certain socio-economic and environment needs.*
e)	*All subsidies in electricity prices shall be made transparent, while moving towards cost-reflective and transparent prices in the electricity industry.*
f)	*The following principles factors shall be considered in the development.*
g)	*NERSA approval will be required to give effect to the removal of price subsidies and the related adjusted prices.*

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h) Charges to recover remaining subsidies should be ideally structured as fixed charges added to the consumer price.

i) Tariff subsidies that are a contribution to a wider electricity consumer base than a single Distributor may be transparent and itemised and implemented at the wholesale level; and

j) *Licensees are required to establish and publicise the average level of subsidy between tariff categories (receipt and contributions) and itemise the same in the billing process.*

10.1 Low Income Customer Tariff Subsidisation

The provision of subsidies for low-income domestic customers is unavoidable and will remain a requirement for at least the next ten years. This measure is necessary to ensure that electricity remains accessible and affordable for poor households, while equitably balancing the costs of supply across all customer categories.

The following mechanisms will collectively contribute to achieving this objective:

a. a state subsidy towards the network capital cost;

b. charging of a low connection fee;

c. implementation of a tariff structure that provides maximum subsidisation at low consumption levels, with gradually reducing cross-subsidies as consumption increases; and

d. the granting of Free Basic Electricity (FBE) and any other new government electricity subsidy mechanism.

It is not practical for most licensees to determine household income directly. For implementation purposes, licensees have therefore used low consumption levels and low installed capacity as the primary criteria to approximate low-income customers.
In view of the above, the following is proposed:

Policy Position: 51

Qualifying customers shall be subsidised through the application of a lifeline tariff:
a) a single energy rate tariff;
b) with no fixed charge;
c) limited in capacity to of not more than 60 Amps; and
d) *nominal connection fee.*

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10.2 Free Basic Electricity (FBE)

The Free Basic Electricity (FBE) policy is a critical instrument designed to ensure that low-income households have access to a basic level of electricity. While the policy framework is clearly outlined in the Department of Energy and Electricity (DEE) Basic Services Support Tariff (Free Basic Electricity) Policy, several gaps and challenges continue to hinder effective implementation.

A key policy gap is the limited mechanisms for monitoring and evaluating the application of FBE at municipal and licensee levels. Without robust oversight, there is a risk that the intended beneficiaries do not consistently receive the allocated support, undermining the policy's objectives. Additionally, the funding mechanism primarily through equitable share allocations to local government rather than the revenue requirements of the electricity licensee creates challenges in ensuring that municipalities have sufficient and predictable resources to implement FBE effectively.

Other challenges include inconsistent application across municipalities, lack of clear guidelines for targeting beneficiaries, and insufficient integration with broader social support programs. These gaps result in variability in access, with some households not receiving the intended benefits, while others may receive more than their entitlement. Addressing these gaps is critical to ensure that FBE achieves its intended social and economic outcomes.

The following principles will apply:

a) The free basic allocation of electricity units is to be made available to all qualifying: households that meet the requirements of self-targeting. Where more than one dwelling is bulk metered; the Service Providers will need to take this into account in allocating the free basic service.
b) Normal municipal connection fees levied by the distributor will be applied to all new electricity services.
c) Basic charges/fixed charges, if applicable, will only become effective when monthly consumption exceeds the free allocation.
d) No carryover of the free basic electricity allocation or any portion thereof from one month to the next is to be permitted for credit metered customers. This will particularly address cases of unoccupied households claiming cumulative EBSST.
e) Free EBSST allocations not claimed by prepaid metered customers in any month calendar will be forfeited, subject to proper billing by the Service Provider to the Service Authority in respect of the claim arising from such provision of free basic electricity to all qualifying households.
f) In respect of the credit-metered households, the free allocation should be applied to the account if electricity is consumed in any billing period. If the consumption is less than the free quota, the

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amount of consumption is issued free, subject to the proper billing of the Service Provider to the Service Authority in respect of the claim for providing free basic electricity to all qualifying households.

g) The distribution/allocation of the free basic electricity allocation must be as simple as possible to obviate the need for high levels of capital/upgrading and administration expenditure.

h) Consumer discipline must be upheld. No free basic electricity allocation is to be made available following disconnection from the electricity supply for reasons normally applicable in the distributor's environment such as meter/system tampering or non-payment, until the consumer has met all the distributor's/authority's requirements to have the supply restored.

i) No cash/voucher/service will be payable in lieu of the free basic electricity allocation or non-grid operational subsidy for household connected to the non-grid systems.

j) The free basic electricity allocation/subsidy will only be affected when a qualifying consumer has been officially connected to the electricity supply system of a Service Provide.

Policy Position: 52

a) The DEE in consultation with COGTA and National Treasury will determine the extent of provisions of free basic electricity, which can be funded thorough governmental transfer on an annual basis.

b) The allocation shall be subject to periodic review to align with evolving household consumption patterns and developmental requirements.

c) The cost of providing free basic electricity shall be included in the MTEF budget allocation.

d) A comprehensive 2-year review of FBE impact should be conducted by NERSA and the DEE through a study after coming into place of this policy.

e) This study must assess coverage, effectiveness, equity, sustainability, and alignment with national objectives, informing necessary policy adjustments.

10.3 Free Basic Alternative Energy

The Free Basic Alternative Energy (FBAE) initiative is a critical intervention aimed at supporting indigent households in areas without access to the national electricity grid. By providing households with a limited allocation of basic energy, FBAE helps meet essential needs such as cooking, lighting, and other minimal energy services. Funding for this initiative is drawn from the Equitable Share grant and allocated to municipalities that serve communities where no electricity infrastructure exists.

Despite its importance, recent assessments have highlighted several gaps and challenges in the implementation of FBAE. These include limited coverage in remote and un-electrified areas,

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inconsistencies in energy allocation across municipalities, and difficulties in monitoring and verifying actual usage by intended beneficiaries. Additionally, there is a growing need to align FBAE with sustainable energy solutions to ensure that the support provided is environmentally responsible, cost-effective, and resilient to evolving energy demands.

Addressing these gaps is essential to ensure that FBAE fulfils its mandate of promoting energy equity, improving living conditions for vulnerable households, and contributing to broader national objectives for sustainable and inclusive energy access.

Policy Position: 53

a) *Municipalities must exercise diligent in selecting the beneficiaries of the FBAE program to uplift the un-electrified indigent household.*
b) *Municipalities have a responsibility to administer and provide FBAE to indigent households within their jurisdiction.*
c) *Municipalities must select suitable energy carries/s to be funded and supplied through their areas.*
d) *Municipalities must conduct awareness campaigns informing the beneficiaries on how to apply the chosen energy carriers.*

10.4 Negotiated Pricing Agreements (NPAs)

Negotiated Pricing Agreements (NPAs) provide a structured mechanism to allow deviations from standard approved tariffs, service fees, network standards, or capital contributions. The framework is designed to support the continuity of existing businesses at risk of failure and to enable the restart of production capacity that has been dormant due to market constraints, safeguarding jobs, and economic activity.

NERSA and the applicable Licensees will apply following principles to the processing and assessment of all consumer applications:

a) The financial assessment of the reference base incentive price for Short-term framework NPAs is to be against the approved annual MYPD figures.

b) The incentive price level must include an appropriate risk premium and be set at the highest possible level that remains compatible with the applicant's sustainability and the licensee's cost of supply.

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c) Any incentive-price NPA shall be approved only if it is in the national interest. To safeguard the sustainability of the ESI, any revenue shortfall incurred by the licensee may be recovered through the applicable regulatory process. The base incentive price will be subject to annual escalation for the duration of the NPA.

d) Applications will be evaluated on their own merits, taking account of the short-term market dynamics faced by the Applicant and the Licensee.

e) Any NPA granted in terms of this framework will be aimed at retaining electricity consumption, jobs and avoid imminent closure of the operation that would have happened without the intervention. The baseline electricity consumptions used to determine potential consumption decrease in the future should be measured over the last 3years.

f) Processing, assessment, and approval timeframes will be kept to the maximum duration of 60 days aligned to NERSA internal process. The duration will start counting after the application is submitted to NERSA.

g) The request for a NPA by the applicant must be supported by the Department of Trade, Industry and Competition (the dtic).

h) Any party that receives information from other parties because of any Application arising from this framework, will be obliged to respect the confidentiality of the information supplied and will only disperse the information as permitted in terms of this document, unless given written permission to do so by the owner of the information.

i) Applications already submitted, are deemed to have been applied for under the reviewed framework and should be prioritised under the reviewed framework as a matter of urgency.

j) If an application has already been submitted at the time that this Framework comes into operation, the application will be regarded as valid. In such circumstances the application will be prioritised and be considered under the provisions of the amended Framework.

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Policy Position: 54

a) NPAs are permitted but must be structured in a way to minimise price distortions.
b) Commodity price risk exposure must be hedged outside of the ESI.
c) Existing NPAs will be honoured until the end of contract.
d) The evaluation of NPAs at inception must be based on the cost of supply (excluding cross-subsidies) on a discounted cash flow basis over the period of the agreement.
e) The cost of supply for NPAs intended for the sale and consumption of electricity in South Africa must be defined by the electricity price forecast which will be based on the prevailing regulatory methodologies in South Africa inclusive of an appropriate risk premium.
f) DEE must develop a transparent NPA application and approval process to ensure adequate evaluation and consultation with key stakeholders, including National Treasury.
g) DEE must update the NPA pricing framework setting out the evaluation criteria.
h) NERSA will approve and monitor NPAs in accordance with the framework.
i) All applications must be treated in accordance with the approved processes and frameworks and be approved by NERSA.

11. REGULATIONS

The Department of Electricity and Energy (DEE) is responsible for determining the EPP for the electricity sector. NERSA is mandated to develop and implement the rules, regulations, codes, programmes, and projects necessary to give effect to the EPP. In terms of ERAA, 2024, NERSA is responsible for licensing electricity industry activities, including generation, transmission, distribution, import, export, and trading; regulating and approving tariffs in line with the EPP; and facilitating dispute resolution within the electricity sector.

The ERAA, 2024, introduces significant reforms, including the establishment of a Transmission System Operator (TSO) and an open market platform for competitive electricity trading. These reforms are intended to modernise the electricity sector, strengthen energy security, and support the integration of renewable energy.

To support effective implementation of the EPP, priority should be given to the development and enforcement of a comprehensive regulatory framework aligned with the policy, as well as ongoing monitoring and evaluation to identify challenges and support continuous improvement. Through these

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measures, DEE and NERSA can promote the efficient implementation of the EPP and support a reliable, affordable, and sustainable electricity supply system.

12. CONCLUSION

The EPP, determined by the DEE and implemented by NERSA, provides a strategic framework for a modern, competitive, and sustainable electricity sector. Under the ERAA, key reforms including the establishment of a Transmission System Operator and an open electricity market strengthen regulatory oversight, promote renewable energy investment, and enhance energy security. By prioritising a robust regulatory framework, transparency, competition, and continuous monitoring, DEE and NERSA will ensure the EPP delivers a reliable, affordable, and sustainable electricity system that supports South Africa's long-term economic and social development goals.

This Electricity Pricing Policy shall be reviewed by the DEE every five (5) years unless prevailing circumstances and challenges require immediate revision to be considered and undertaken.

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DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 7853 **28 August 2026**

NATIONAL ENVIRONMENTAL MANAGEMENT: BIODIVERSITY ACT, 2004 (ACT NO. 10 OF 2004)

THE DRAFT NATIONAL LEOPARD CONSERVATION STRATEGY AND ACTION PLAN, 2026 FOR PUBLIC COMMENT

I, David Maynier, Minister of Forestry, Fisheries and the Environment, hereby publish the draft National Leopard Conservation Strategy and Action Plan, 2026, in terms of sections 99 and 100 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004), for public comments, as set out in the Schedule hereto.

The draft National Leopard Conservation Strategy and Action Plan, 2026, (draft Strategy and Action Plan) proposes a shared national vision that *"leopards thrive in living landscapes, support cultural traditions and local livelihoods through inclusive, community-driven conservation."* It seeks to offer direction that aligns with the aspirational Vision of the White Paper on Conservation and Sustainable Use of South Africa's Biodiversity 2023 and the values and hopes of South Africans concerning leopards, and how leopards can benefit both society and the environment.

It envisions acknowledging leopards as a vital component of the nation's natural heritage, valued across cultures for their ecological, cultural and symbolic significance. By protecting leopard habitats and biodiversity, this Strategy and Action Plan could catalyse sustainable development and transformation within South Africa. The draft Strategy and Action Plan is also supported by goals and strategic activities that are based on the species a) ecological role, b) social and cultural values, and c) the livelihoods and impacts of leopards.

Members of the public are invited to submit written comments on the draft Strategy and Action Plan within 30 (thirty) days from the date of publication of this Notice in the Government *Gazette* or in the newspaper, whichever date is the last date, to the following addresses:

By post to: The Director General: Department of Forestry, Fisheries and the Environment
Attention: Ms Asnath Hlungwani/Ms. Mashudu Mahada
Private Bag X447
PRETORIA
0001
By hand at: Environment House, 473 Steve Biko Road, Arcadia, Pretoria, 0083
By email: ConservationManagement@dffe.gov.za.

Electronic copies of the Government Notice can be downloaded from the following link: https://www.dffe.gov.za/legislation/gazetted_notices.

Any enquiries in connection with this Government Notice can be directed to Ms Asnath Hlungwani / Ms Mashudu Mahada on 076 819 3783 / 060 602 6560, or via email: MMahada@dffe.gov.za / Ahlungwani@dffe.gov.za.

Comments received after the closing date may not be considered.

DAVID MAYNIER
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

SCHEDULE

A National Leopard Conservation Strategy and Action Plan

2026



Photo credit: Nikki Balme

The document was drafted by a team comprising representatives from The Department of Forestry and Fisheries (DFFE), South African National Parks (SANParks), The South African National Biodiversity Institute (SANBI), iSimangaliso Wetland Park, Panthera, Cape Nature, North West Provincial Government, Mpumalanga Tourism & Parks Agency, and Ezemvelo KZN Wildlife.

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Abbreviations and Acronyms

BGIS	Biodiversity Geographic Information System
BMPs	Biodiversity Management Plans
CATHSSETA	Culture, Art, Tourism, Hospitality, and Sport Sector Education and Training Authority
CHASA	Confederation of Hunting Associations of South Africa
CITES	Convention on International Trade in Endangered Species of Wild Fauna and Flora
CLT	Cape Leopard Trust
CMS	Convention on the Conservation of Migratory Species of Wild Animals
COGTA	Department of Cooperative Governance and Traditional Affairs
CPHC	Custodians of Professional Hunting and Conservation South Africa
CSIR	Council for Scientific and Industrial Research
DALRRD	Department of Agriculture, Land Reform, and Rural Development
DCA	Damage Causing Animal
DFFE	Department of Forestry, Fisheries and the Environment
DIRCO	Department of International Relations and Cooperation
DTIC	Department of Trade, Industry and Competition
EAP	Environmental Assessment Practitioners Association of South Africa
ECDC	Eastern Cape Development Corporation
ECPTA	Eastern Cape Parks and Tourism Agency
EIA	Environmental Impact Assessment
EMS	EMS Foundation
EWT	Endangered Wildlife Trust
HWC	Human-Wildlife Conflict
HSI	Humane Society International
IDP	Integrated Development Plan
IKSHA	Indigenous Knowledge for Heritage: Animal Council
IUCN	International Union for Conservation of Nature
GBF	Kunming-Montreal Global Biodiversity Framework
GEF	Global Environment Facility
GIS	Geographic Information System
LCF	Leopard Consultative Forum
LEMA	Limpopo Environmental Management Act
LICC	Leopard Implementation Coordination Committee
MOU	Memorandum of Understanding
NBF	National Biodiversity Framework
NBSAP	National Biodiversity Strategy and Action Plan
NEMA	National Environmental Management Act
NEM: BA	National Environmental Management: Biodiversity Act
NEM: PAA	National Environmental Management: Protected Areas Act
NGO	Non-Governmental Organization
NHBC	National Hunting and Biodiversity Council
NSPCA	National Society for the Prevention of Cruelty to Animals
PA	Protected Area
PHASA	Professional Hunters Association of South Africa
PDIs	Previously Disadvantaged Individuals
SANBI	South African National Biodiversity Institute

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SANParks	South African National Parks
SAPS	South African Police Service
SAHGCA	South African Hunters Game & Conservation Association
SAVA	South African Veterinary Association
SDF	Spatial Development Framework
SDG's	Sustainable Development Goals
TOPs	Threatened or Protected Species Regulations
WAPFSA	Wildlife Animal Protection Forum South Africa
WP	White Paper on the Conservation of the Sustainable Use of South Africa's Biodiversity
WRSA	Wildlife Ranching South Africa
WWF-SA	World Wide Fund for Nature – South Africa

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The core revision team with representatives from:

- DFFE
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- Panthera
- iSimangaliso
- Cape Nature
- North West Provincial Government
- Mpumalanga Tourism & Parks Agency
- Ezemvelo KZN Wildlife

Groups and individuals participating in the consultations, including representatives from the:

- National and provincial houses of traditional leaders
- Traditional health practitioners
- National committee of People and Parks
- Leopard specialists and academics
- Conservation NGOs which have interests in leopard and animal welfare
- Officials from national and provincial State departments and entities with conservation mandates
- Provincial People and Parks committees representing communities living adjacent to:
  - Hluhluwe-iMfolozi Park
  - uMkhuze Game Reserve (a section of the Isimangaliso Wetland Park)
  - Kruger National Park
  - Great Fish River Nature Reserve
  - Addo Elephant National Park
  - Pilanesberg Provincial Nature Reserve

Community members living with leopards that congregated for the 28 workshops held in:

- Musina
- Awelani
- Tshipise
- Malamulele
- Phalaborwa
- Polokwane
- Mogalakwena
- Bushbuckridge
- Hazyview
- Mbombela
- Pilanesberg
- Pretoria
- Dinokeng
- uMkhuze
- Hluhluwe-iMfolozi
- Bloemfontein
- Taung
- Kuruman
- Upington
- Keimoes
- Springbok
- Alice
- Addo
- Humansdorp
- George
- Paarl
- Hout Bay
- Cape Town

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FOREWORD

Leopards are an ecologically important apex predator, a source of deep cultural pride and a bridge between South Africa's natural heritage and its diverse peoples. This assertion is supported by the feedback received from the nearly 2,000 individuals consulted across 31 workshops in all nine provinces during the preparation of this National Leopard Conservation Strategy and Action Plan. In addition to this contemporary understanding, the leopard's significance is entrenched in South African society, reflected in indigenous traditions where the leopard (Ingwe, nkwe, nngwe, yingwe, luiperd) symbolises strength, nobility, and royal lineage - a connection that has endured for centuries.

Contemporary history places South Africa at a critical juncture in leopard conservation, with leopards having experienced substantial range loss and extirpation across an estimated 67% of the country. Today, leopards persist in fragmented populations, with robust numbers mainly within formally protected fenced areas, while the majority of suitable habitat occurs outside these areas on private and communal land. Leopards remain the last truly free-roaming large predators in South Africa, yet they face mounting pressures from habitat loss and fragmentation, human-wildlife conflict, illegal killing, and declining prey availability.

Despite these challenges, South Africa still holds viable leopard populations across seven of its nine provinces. The country's leopard landscapes, from the mountainous Western Cape to the savannahs of Limpopo and the thickets of KwaZulu-Natal, retain the potential to support healthy, connected populations. A key element of this Strategy is a focus on managing leopards across different land tenure arrangements (state, private, and community-owned) in a more coordinated and inclusive manner, recognising that most leopards live outside of formally protected areas.

Escalating human-wildlife conflict, driven by livestock predation and competition for space, remains a significant concern. Retaliatory killings, often in response to livestock losses, poisonings, and snaring, pose direct threats to leopard populations. These pressures are compounded by a complex array of stakeholder values, ranging from cultural and spiritual significance to trophy hunting and ecotourism, that must be balanced through equitable, transparent, and evidence-based governance.

Efforts within South Africa to develop an inclusive biodiversity economy, and to ensure that an increased number of South African citizens, particularly previously disadvantaged communities, value leopards as living assets, are seen as essential to reducing human-leopard conflict and building tolerance. This Strategy includes specific activities to achieve these objectives, from community-led ecotourism and benefit-sharing mechanisms to livestock guarding programmes and rapid-response conflict mitigation frameworks. Coordinated and structured efforts by government, the private sector, traditional leaders, and communities are urgently needed to address the challenges facing leopard conservation. This Strategy therefore aims to introduce an approach to leopard stewardship such that a leopard provides ecological, cultural, and economic benefits to the people who live alongside them.

This National Leopard Conservation Strategy and Action Plan provides a strategic framework and detailed action plan for conserving leopards in South Africa. It consolidates previous policy and planning work on leopard management into a single, integrated tool, drawing on the White Paper on the Conservation and Sustainable Use of South Africa's Biodiversity, the Policy Position on Elephant, Lion, Leopard and Rhinoceros, and most importantly, the values, costs, constraints, and aspirations expressed by stakeholders during the national consultation process. The Strategy uses a whole-of-society approach in the interest of both leopards and the people of South Africa, grounded in transformation, equity, and sustainable coexistence.

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EXECUTIVE SUMMARY

Leopards are a highly adaptable apex predator and the most widespread of all large carnivore species. Yet in South Africa, they have experienced substantial range loss, estimated at 67% of their historical distribution. Leopards remain the last truly free-roaming large predators in the country, occurring both inside and outside formally protected areas, with the majority of suitable habitat on private and communal land. This presents both an opportunity and a challenge: leopards can persist across multi-use landscapes, but they face escalating pressures from habitat loss and fragmentation, human-wildlife conflict, illegal killing, declining prey availability, and governance gaps.

This National Leopard Conservation Strategy and Action Plan responds to these challenges. It is the first nationally coordinated strategy for leopards in South Africa, developed through a whole-of-society approach that consulted 1,980 participants across 31 workshops in all nine provinces. Stakeholders included traditional leaders, traditional health practitioners, religious leaders, community members (including People and Parks programmes), academics, conservation and welfare NGOs, wildlife industry representatives (farmers, reserve managers, hunters, tourism operators), and national and provincial government authorities.

A situational analysis was conducted to translate the Strategy into actionable components. The analysis examined current realities, identified implementation obstacles and key gaps, and specified resourced actions needed to make the Strategy implementable. It confirmed that while ecological and policy foundations exist, the absence of a coordinated, legally grounded, and adequately resourced implementation plan is the single greatest barrier to effective leopard conservation in South Africa. The analysis directly informed the Strategic Action Plan by addressing gaps in governance, data, funding, and inclusion.

While not a formal Biodiversity Management Plan (BMP) as contemplated in Section 43 of NEMBA, this National Leopard Conservation Strategy and Action Plan follows the same rigorous process framework. It is developed to guide the conservation, sustainable use, and inclusive governance of leopards (*Panthera pardus*) across South Africa. Like a BMP, it establishes measures to ensure the protection, conservation, and sustainable management of the species, enables evaluation of progress, and forms part of a dynamic, continuous management planning process that allows for review and monitoring of actions to accommodate changing priorities and emerging issues.

This Strategy has been developed to ensure the long-term survival of viable leopard populations across their range in South Africa, recognising that most suitable leopard habitat occurs outside of formally protected areas. It consolidates and integrates prior national initiatives, scientific assessments, and stakeholder inputs into a single national framework for leopards, in alignment with the White Paper on the Conservation and Sustainable Use of South Africa's Biodiversity and the Policy Position on the Conservation and Sustainable Use of Elephant, Lion, Leopard and Rhinoceros. The persons, organisations, or organs of state responsible for implementing the interventions, including monitoring and reporting of progress, are identified. It serves as a tool to guide the management of leopards in the country, considering the concurrent responsibilities of National and Provincial spheres of Government as they relate to environmental and nature conservation matters.

This Strategy was drafted by a Core Team comprising officials of the DFFE, SANParks, SANBI, and iSimangaliso Wetland Park, with the support of provincial conservation authorities. Importantly, this Strategy took a whole-of-society approach through engagements with traditional leaders, traditional health practitioners, religious leaders, community members (including People and Parks programmes), academics, conservation and welfare NGOs, wildlife industry representatives (including game and cattle farmers, reserve managers, hunters, and tourism operators), and members of national and provincial government concerned with leopards.

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Strategic imperatives and plans that have been considered in the development of this Strategy include the National Leopard Monitoring Framework, the Leopard Consultative Forum (LCF) processes, and the findings of the national stakeholder consultation conducted across all nine provinces involving 1,980 participants. The Strategy also draws on the White Paper on the Conservation and Sustainable Use of South Africa's Biodiversity, the Policy Position on the Conservation and Sustainable Use of Elephant, Lion, Leopard and Rhinoceros, and the report of the High-Level Panel of experts (2020). Furthermore, this Strategy considers provincial legislative frameworks, CITES obligations, South Africa's standing reservation for leopards under CMS, and relevant international commitments including the Kunming-Montreal Global Biodiversity Framework (GBF). Critically, the Strategy is grounded in the values, costs, constraints, and aspirations expressed by traditional leaders, traditional health practitioners, religious groups, community members, landowners, and conservation stakeholders during the consultation process. In this respect, this Strategy serves as the national species recovery plan for leopards in South Africa, addressing issues of habitat loss and fragmentation, human-wildlife conflict, illegal killing, declining prey availability, and governance gaps, amongst other priorities such as advancing transformation, community empowerment, cultural heritage preservation, and livelihood improvement through predator-based economies.

The Strategy articulates a Vision: *Leopards thrive in living landscapes, support cultural traditions and local livelihoods through inclusive community-driven conservation.* It is structured around three core Goals:

1. **Ecological Role of Leopards** – Conserve leopards and their landscapes by strengthening ecological resilience, connecting habitats, and reducing threats.
2. **Social and Cultural Values** – Preserve cultural heritage, promote sustainable practices, and ensure safe and inclusive access to leopards and protected areas.
3. **Livelihood Impacts of Leopards** – Increase fair opportunities for people to benefit from leopards while reducing the challenges they pose to livelihoods.

The Strategy explicitly recognises that it is not possible to simultaneously accommodate all stakeholder needs. Strategic trade-offs are required, particularly between consumptive use (trophy hunting, traditional use of derivatives) and non-consumptive use (tourism, intrinsic value). A strategy focused exclusively on preservation will alienate a large proportion of stakeholders. Conversely, unregulated consumptive use will lead to rapid extirpation. This Strategy aims to balance these competing objectives through equitable, transparent, and evidence-based governance.

The Strategy establishes **enabling conditions for success: sustainable finance; participation, communication, education and awareness; legislation and policy reform.** It provides a detailed Strategic Action Plan with nineteen key activities assigned to priority levels, a phased ten-year timeline, and clear lead institutions and accountability mechanisms. A Leopard Implementation Coordination Committee (LICC) will oversee implementation, with annual reporting to the Minister of DFFE, a five-year Action Plan review cycle, and a ten-year review of the Vision and Goals. This ensures the same level of commitment, accountability, and adaptive management expected of a formal BMP, while retaining the strategic flexibility appropriate to a national conservation strategy.

The Strategy requires provinces, protected area management authorities, and relevant stakeholders to revise or develop institutional plans for leopards aligned to this Strategy. This Strategy serves as the national species recovery plan for leopards in South Africa, addressing both conservation imperatives and the aspirations of the country's diverse peoples, advancing transformation, community empowerment, cultural heritage preservation, and livelihood improvement through predator-based economies.

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1. Introduction

The African leopard *Panthera pardus pardus* derives its name from the Greek word *leopardus*, a combination of *leon* (lion) and *pardus* (panther). Leopards are a highly adaptable species and are therefore widespread across their range. Leopards are listed as Vulnerable on the IUCN Red List of Threatened Species and on Appendix I of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). Across the region, in Botswana, Namibia, Mozambique, Zimbabwe, and Zambia, leopard range is relatively contiguous and populations exist at low densities across large areas. Within South Africa, they live in smaller, fragmented, higher density populations within formally protected fenced areas. However, most suitable leopard habitat in South Africa occurs outside of protected areas and thus a substantial proportion of the national leopard population occurs outside of these areas. Transboundary movement does occur and as such, important transboundary leopard landscapes are a focal point for conservation and coexistence initiatives. With reference to the transboundary nature of leopards, since 2017, leopards have been listed on Appendix II of the Convention on the Conservation of Migratory Species of Wild Animals (CMS). South Africa however, currently has a standing reservation for leopards under CMS, meaning that the country is not bound by the obligations that would normally apply to leopards under CMS; for example, adopting certain conditions around consumptive use.

Due to their extensive range, leopards form an important component of many ecosystems and therefore they can be considered an umbrella species, whose protection also conserves other species and systems. Occurring widely both inside and outside of formally protected areas, African leopards are highly representative of the human-wildlife nexus, as such, carry cost, and benefit values for people living with them. With landscapes between many protected areas containing human settlements and associated highly modified habitat, leopard-human conflict presents a significant cost for communities and landowners and poses one of the most difficult challenges facing their conservation. Conversely, leopards are also revered by many South African cultures and religions and are frequently upheld nationally and internationally as a flagship species for the country. Their skins and body parts are valued for use in religious ceremonies and for traditional medicine, and hold great intergenerational spiritual value. The species is also considered an important asset for attracting international tourism and revenue from photographic safaris and trophy hunting, and consequently, is associated with local job creation and more broadly, local livelihood improvement. As a result, stakeholder agendas, attitudes, and values placed on leopards are diverse and complex, requiring creative and dynamic whole-system approaches to their conservation.

In South Africa, leopards are managed through a combination of legal, policy, scientific, and governance frameworks. This multifaceted approach is grounded in a broad legal and policy framework that includes national legislation, species-specific regulations, and strategic biodiversity planning (see section 3). The framework is designed to ensure the long-term survival of leopards through regulated activities, scientific monitoring, and adaptive management. It also integrates provincial regulations, international commitments, and collaborative governance structures to support implementation across different jurisdictions and conservation contexts.

The National Constitution (1996) recognises that South Africa belongs to all people who live in it and makes reference to the objective of establishing a society on, amongst others, fundamental human rights. These human rights include the right to environmental protection and indirectly, the protection of animals. Other rights, however, protect ownership of property, the exercise of cultural and religious rights and allow for the use of animals such as leopards. However, a shared vision for managing and conserving leopards amongst South Africa's citizens is lacking. The country is a nation of diverse cultures, with a historical and ongoing legacy of social injustices. Many of its citizens have no access to cultural and other values of leopards and do not have opportunities to participate in decision-making processes concerning the species.

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2. Species Background

2.1 Taxonomy – South African Context

Kingdom: Animalia
Phylum: Chordata
Class: Mammalia
Order: Carnivora
Family: Felidae
Genus: *Panthera*
Species: *P. pardus* (Linnaeus, 1758)

2.2 Ecology and Distribution

Although the smallest of the five big cat species found within the genus *Panthera* (including tigers - *Panthera tigris*, lions - *Panthera leo*, jaguars - *Panthera onca*, and snow leopards - *Panthera uncia*), leopards have a body mass ranging from 20-90 kg for males and 17-60 kg for females. They are generalist apex predators considered the most adaptable among the big cats. Leopards prey upon a wide range of species and can inhabit many diverse environments. They are a solitary, territorial species, with males defending an exclusive territory that typically contains the territories of several females. Leopards are not migrant but disperse across large areas, which facilitates sufficient gene flow to ensure genetic viability within the population.

The home ranges of male and female leopards differ significantly, with males having much larger ranges than females (generally at least double the size). The average home range size of male leopards in the species global distribution was found to be 161.1-± 39.2 km^2, with females having an average home range of 68.1 ± 12.7 km^2 (Rodríguez-Recio *et al.*, 2022). Home range size can vary greatly depending on multiple factors such as prey availability, landscape productivity, human activity, seasonality, and the presence of other large carnivores (including other leopards). In the Waterberg, Limpopo region of South Africa, male leopards have range sizes of around 290 km^2 (Swanepoel, 2008). In the arid Kgalagadi, male and female home ranges averaged 2,182 km^2 and 488 km^2 respectively (Bothma, 1998). Male leopards in the Soutpansberg Mountains, have shown a home range of approximately 100 km^2, whereas female ranges in the same area were approximately 20 km^2 (S. Williams unpubl. data). Interspecific interactions can have a large influence on leopard ecology and survival affecting their movement and home ranges.

Leopards are the most widespread of all large carnivore species, yet have still experienced a substantial loss (28–51%) of their historical range in Southern Africa, with South Africa experiencing the greatest range loss; leopards have been extirpated across 67% of the country (Jacobson *et al.*, 2016) (Figure 1). Unlike other apex predators in South Africa, leopards are not restricted by fences and are the last truly free-roaming, large predators; however, in regions with high human density or significant habitat modification, the species has gone locally extinct. With the exception of the Free State Province and the larger Karoo basin in the Northern and Western Cape, leopards are widely distributed in all provinces in South Africa (Figure 1). They also occur in all biomes of the country, but to a lesser extent in the Nama Karoo and Succulent Karoo biomes. Although leopards were historically found in Lesotho and the Free State Province, they are now extremely rare or non-existent in these regions.

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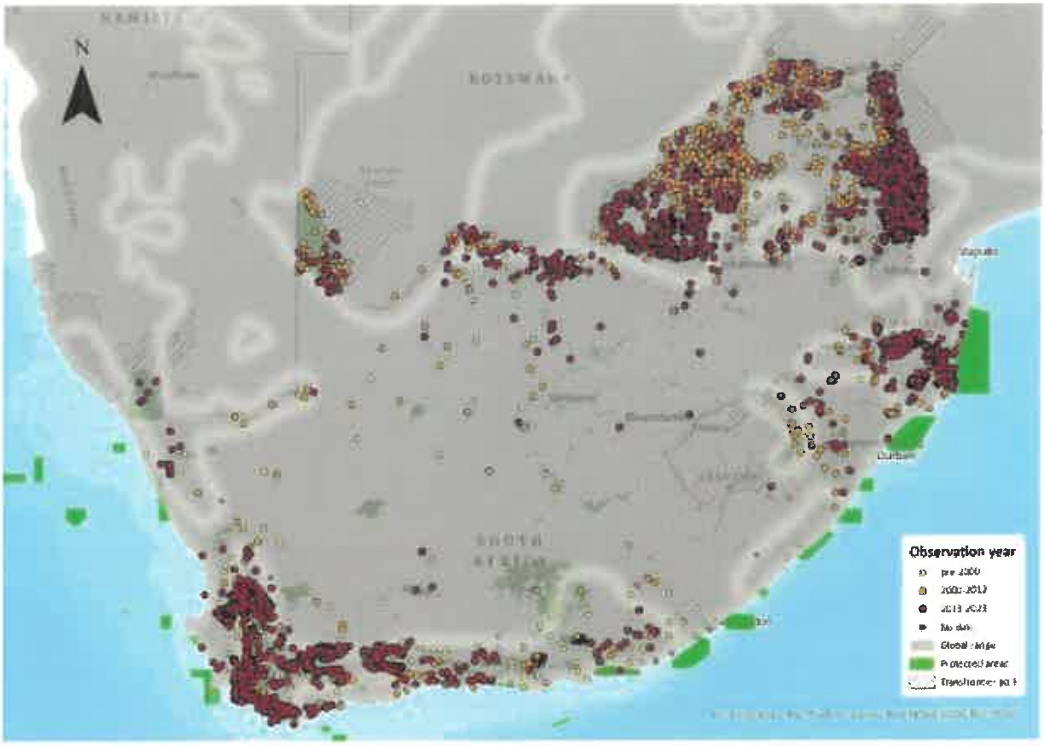


Figure 1. Distribution of Leopard (Panthera pardus) within South Africa (Mann et al., 2025)

2.3 Population and Trends

There are no rigorous estimates for the size of the South African leopard population and published estimates vary greatly from 2,185 - 23,400 individuals. However, the National Leopard Monitoring project showed a ~2.6% annual population increase (Woodgate et al., 2025). This contrasts with a previously reported national decline of ~3% per year up to 2022 (Garbett et al., 2023) and an ~8% decline in earlier assessments (Mann et al., 2017).

Provincially, leopard population trends vary. The most recent data for Limpopo and North-West provinces showed more positive or stable long-term trends than KwaZulu-Natal (KZN) and Mpumalanga, with KZN showing a ~3% annual decline. In Limpopo, leopard densities declined from 2013-2015 but appeared stable from 2017 onward (Mann et al., 2017). By 2021, Limpopo's populations were more stable than KwaZulu-Natal's (KZN), possibly due to fewer threats or greater resilience. KZN's leopard populations appeared to continue on a downward trend: three of five long-term sites (Eastern Shores, Hluluwe-iMfolozi Park, Ithala) showed declines, whilst Tembe and uMkhuze are recovering (Garbett et al., 2023).

Populations in Kruger National Park (KNP), adjacent private reserves, and Loskop Dam Nature Reserve (Mpumalanga) remain stable, with high densities in Sabi Sands (Mann et al., 2017). Timbavati (Mpumalanga) showed a sharp 2018-2019 decline, possibly due to COVID-19 survey disruptions, but 2021-2022 estimates appear to have rebounded (Garbett et al., 2023). Data for the Eastern Cape are scarce, but suggest that leopard densities are also low in this province, with a recent density estimate of 1.07 leopards/100 km^2 in the Baviaanskloof and a seemingly stable population in Kwandwe (Eastern Cape) (Woodgate et al., 2024). In the Western Cape leopards are fairly widely distributed but exist at extremely low densities ranging from 0.35 leopards/100 km^2 in the Overberg, Langeberg, and Garden Route regions to 1.96 in the Piketberg and the Olifantsrivier Mountains leopards/100 km^2.

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Little Karoo sites increased from 0.6 to 1.1 leopards/100 km² (2012–2017) (Mann et al., 2017). Trends elsewhere in South Africa are unknown due to insufficient data; large, protected areas are probably stable, but this is speculative.

2.4 Cultural and Economic Significance

Leopards carry deep cultural and spiritual importance in South Africa, particularly among Indigenous communities and traditional religious groups. Within Zulu culture, the leopard (Ingwe) symbolises strength, nobility, and royal lineage, and its derivatives (mainly skins) are worn by traditional chiefs during important ceremonies. Similarly, leopard skins and parts are used by religious leaders and practitioners in the Nazareth Baptist Church, as well as in traditional healing and spiritual practices. These uses are rooted in longstanding Indigenous Knowledge Systems (IKSs) and represent an enduring cultural connection between people and wildlife.

Leopards contribute both directly and indirectly to national and local economies. In the formal wildlife economy, they are a high-value species in regulated trophy hunting operations, which can generate income for private and communal landowners and fund conservation efforts. Leopards are also a significant ecotourism draw, especially in iconic reserves such as Sabi Sands, where their elusive nature and charisma attract local and international visitors, supporting jobs in guiding, hospitality, and wildlife management.

At the community level, leopards affect livelihoods in complex ways. On one hand, they can provide income opportunities through community-based conservation initiatives, citizen science projects, and wildlife-based enterprises. On the other hand, they are also a source of human-wildlife conflict, particularly in livestock-farming areas where they may prey on small stock. These losses can undermine tolerance and lead to retaliatory killings. Addressing this tension is critical: integrating leopards into benefit-sharing schemes, improving livestock protection, and co-developing coexistence frameworks can enhance both rural livelihoods and long-term species conservation. Thus, leopards are not only an ecologically important species, but also culturally symbolic and economically impactful species whose conservation must consider both cultural identity and human well-being.

2.5 Threats

Leopards in South Africa face a complex array of threats, primarily driven by human activities, habitat changes, and ecological pressures (Table 1). One of the most pressing issues is habitat loss and fragmentation caused by expanding agriculture, urban development, and infrastructure projects. This reduces the availability of suitable leopard habitat and disrupts natural movement corridors, isolating populations and affecting genetic flow. Human-wildlife conflict is another significant threat, as leopards frequently come into contact with livestock in farming areas. In response, they are often killed in retaliation, especially where preventative measures like livestock guarding or secure enclosures are not in place. Illegal killing also pose serious risks. Leopards are targeted for their skins and body parts, which are used in traditional medicine, ceremonial attire, and spiritual practices.

Declining prey availability in some regions, driven by habitat degradation and overhunting, further forces leopards into high conflict areas or marginal habitats. Over time, habitat fragmentation and isolation can lead to genetic bottlenecks, reducing population viability. These threats are often compounded by governance gaps, where inconsistent policies, weak coordination between jurisdictions, and limited enforcement capacity undermine effective leopard conservation. The below table provides a summary of the key threats to national leopard populations.

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Table 1. Summary of key threats to leopards in South Africa.

Threat Type	Description	Citations
Anthropogenic mortality	Retaliatory killings, poaching, snaring, cultural/spiritual demand for body parts/skins, and illegal trade.	(Naude et al., 2020; Müller et al., 2021; Viollaz et al., 2021; Greyling et al., 2023; Tensen et al., 2022; Naude et al., 2020; Amin et al., 2022).
Habitat loss/fragmentation	Agricultural expansion, land transformation, and loss of corridors.	(Hinde et al., 2023; Greyling et al., 2023; McManus et al., 2022; Amin et al., 2022).
Human-wildlife conflict	Livestock predation leading to conflict and retaliatory killings.	(Müller et al., 2021; Viollaz et al., 2021; J.E.T. et al., 2024; Greyling et al., 2023).
Genetic isolation	Inbreeding due to disrupted dispersal and habitat fragmentation.	(Naude et al., 2020; Morris et al., 2022; Tensen et al., 2022; McManus et al., 2022).
Prey depletion	Overhunting and poaching of prey species.	(Greyling et al., 2023; Searle et al., 2020; McManus et al., 2022).
Governance gaps	Uneven provincial capacity, inconsistent permits/enforcement, fragmented monitoring, ineffective conflict response.	(Mercugliano et al., 2025; McManus et al., 2022; Falayi et al., 2021; Viollaz et al., 2021).

2.6 Current Conservation Measures and Gaps

A range of conservation measures have been implemented to manage leopard populations in South Africa, but these efforts are largely fragmented, inconsistent, and limited in scale or impact.

Key approaches include adaptively managed trophy hunting, management of damage-causing animals, conflict mitigation measures, and research-based monitoring. These interventions are guided by a comprehensive national legislative and policy framework that regulates wildlife use and conservation, with national monitoring and reporting systems providing coordination. However, implementation may vary across provinces, conservation authorities, and private reserves in response to differing ecological and management contexts.

A significant gap is the limited amount of standardised, long-term population monitoring, which hinders evidence-based decision-making and undermines the ability to set sustainable hunting quotas or assess conservation outcomes. Furthermore, while leopards occur widely outside protected areas, especially on private and communal land, there is little formal support or incentive structure in place to promote their conservation in these landscapes. Human-wildlife conflict remains a major issue, with limited access to support mechanisms for affected communities and inconsistent application of mitigation strategies.

Some legal and policy frameworks are misaligned or poorly enforced, and limited inter-agency coordination and insufficient resources make conservation interventions challenging. There are also few formal benefit-sharing mechanisms to ensure communities have incentives to tolerate and protect leopards. Despite the species' ecological, cultural, and economic importance, efforts remain disjointed, and national level coordination often fails to drive strategic and inclusive conservation.

These gaps demonstrate the need for a comprehensive, nationally coordinated strategy that aligns conservation actions, strengthens governance and enforcement, builds local capacity, and ensures equitable benefits. A national

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leopard strategy provides an opportunity to unify diverse stakeholders under a common vision for safeguarding the species and its habitats across the country.

3 Policy and Legislative Context

The National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA) and its Specific Environmental Management Acts (SEMA's) thereunder, such as the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004) (NEM: BA) and the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (NEM: PAA) and their regulations, provide legal support for South Africa's environmental management regime, which is based on the environmental right outlined in Section 24 of the Constitution. A combination of regulatory tools is grounded within the national environmental framework, which complement international commitments and collaborative governance to support implementation across a broad spectrum of contexts. Each province with concurrent competence has its own set of legal frameworks that apply to it. Aspects of leopard protection and sustainable use are also governed by laws from other branches of government. The below provides an overview of South Africa's environmental legal and policy framework.

3.1 National Legal and Policy Frameworks

a. *National Environmental Management: Biodiversity Act (NEM:BA, Act 10 of 2004)*

- Provides for the protection of species and ecosystems at national level through listing as Threatened or Protected Species (TOPS).

b. *TOPS Regulations (2007) and* List of critically endangered, endangered, vulnerable and protected species

- Leopards are listed as Vulnerable, and permits are required for any restricted activity, such as hunting, catching, killing, capturing, moving or keeping, as defined in NEM:BA, 2004.
- Further regulate the permit system set out in Chapter 7 of the NEM: BA in so far as that system applies to restricted activities, as defined in NEM: BA involving specimens of listed threatened or protected species.
- Provide for the registration of captive breeding operations, commercial exhibition facilities, game farms, nurseries, scientific institutions, sanctuaries and rehabilitation facilities and wildlife traders.
- Provide for the regulation of the carrying out of a restricted activity.
- Provide for the prohibition of restricted activities involving specific listed threatened or protected species.
- Provide for the protection of wild populations of listed threatened or protected species.

c. *CITES Regulations:*

- It is a requirement of CITES that Parties must regulate international trade through national legislation, hence the promulgation of the CITES Regulations in 2010 under NEMBA, to give effect to the provisions of CITES.

d. *National Biodiversity Framework (NBF) and National Biodiversity Strategy and Action Plan (NBSAP)*

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- Set national priorities for species conservation, including leopards as part of carnivore conservation and landscape-level planning.

e. *The White Paper*, published in Government Gazette No. 48785, under Government Notice No. 3537, of 14 June 2023 for implementation, provides a foundation for conservation and sustainable use in terms of its four goals, namely:

1) Enhanced Biodiversity Conservation (All biological diversity and its components conserved);

2) Sustainable Use (The sustainable use of biodiversity contributes to the thriving of terrestrial landscapes and ecosystems, local livelihoods, and human well-being, while a duty of care avoids, minimises, or remedies adverse impacts on biodiversity);

3) Equitable Access and Benefit Sharing (Benefits derived and shared from the use and development of South Africa's genetic and biological resources should not compromise the national interests); and

4) Transformed Biodiversity Conservation and Sustainable Use (Effect is given to the environmental right as contained in Section 24 of the Constitution which facilitates redress, and promotes transformation).

As well as two crosscutting Enablers:

1) Enabler 1: Integrated, Mainstreamed and Effective Biodiversity Conservation and Sustainable Use: Integrated policy and practice across government and the effective implementation of Multilateral Environmental Agreements; and

2) Enabler 2: Enhanced Means of Implementation: Expanded and developed ability to effectively conserve biodiversity, to manage its use and benefit sharing, whilst addressing factors threatening biodiversity.

The White Paper sets out the vision: "*An inclusive, transformed society living in harmony with nature, where biodiversity conservation and sustainable use ensure healthy ecosystems, with improved benefits that are fairly and equitably shared for present and future generations*", with the Mission: "*To conserve and manage South Africa's biodiversity, and ensure healthy ecosystems, ecological integrity and connectivity, with transformative socio-economic benefits to society for current and future generations through ecologically sustainable, and socially equitable use of what people values from nature*". The White Paper impact statement is "*Thriving People and Nature*".

The White Paper explicitly recognises that responsibility rests with a range of stakeholders, including, but not limited to, the state, traditional leaders, traditional health practitioners, communities, private landowners, industry, academia, non-government organisations and civil society. Building partnerships, particularly community – private partnerships, between these constituencies will be important, and this National Strategy for Conserving Leopards in South Africa takes this approach.

f. *Policy Position on the Conservation and Sustainable Use of Elephant, Lion, Leopard and Rhinoceros*:
The Policy Position on the Conservation and Sustainable Use of Elephant, Lion, Leopard and Rhinoceros (Policy Position) was published for implementation on 24 April 2024 and was based on the Rhino COI, the HLP Report, and the White Paper. The Policy Position contains two objectives pertinent to leopards which fall under two policy objectives. Each policy objective has associated Actions for Implementation some of which are relevant to this strategy. The policy objectives are:

Policy objective 3: to ensure that the use of leopard is sustainable and incentivises and enhances their conservation in the wild:

I. An integrated, shared and strategic approach to leopard conservation and management implemented;

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II. Incentives for leopard conservation through, inter alia creating zones for the management of leopard on private and communal land implemented, with mechanisms to mitigate the illegal harvesting of leopard;
III. Norms and Standards for hunting leopard implemented;
IV. Revised leopard hunting off-take allocations to enhance, broaden, and transform benefits from leopard hunting implemented;
V. Interventions for mitigating the creation of damage causing leopards, and, through mitigation, transitioning from Damage Causing Animal destruction to evidence-based sustainable harvesting of leopard through hunting, where appropriate; and
VI. Mechanisms to collaborate with traditional and spiritual leaders and traditional healers, and to ensure legal, equitable, and sustainable access to, and benefits derived from, leopard parts and derivatives, e.g. skins for traditional, cultural, and spiritual needs, that enhances the dignity and freedoms required for such traditional and spiritual practices.

Policy objective 4: To promote live export of the five species only to range states or any other appropriate and acceptable destinations with suitable habitats on the African continent:

I. Develop enabling regulatory tools to prevent the introduction of wild specimens of the five species into captivity, to prevent the export of specimens of the five species, except to range states or any other appropriate and acceptable destinations with suitable habitat on the African continent, for reintroduction into the wild;

II. At the time of export, to ensure commitment from the Management Authority of the importing country to prevent (i) export to third countries other than appropriate and acceptable destinations with suitable habitats on the African continent; and (ii) international commercial trade of parts and derivatives.

g. *National Biodiversity Economy Strategy*

The revised National Biodiversity Economy Strategy (NBES) (Government Gazette, No. 50279, published for public comment on 8 March 2024) was developed to optimise biodiversity-based business potentials across the terrestrial, fresh water, estuarine, and marine and coastal realms, and to contribute to economic growth with local beneficiation, job creation, poverty alleviation, and food security, whilst maintaining the ecological integrity of the biodiversity resource base, for thriving people and nature.

The NBES focuses on using South Africa's rich natural resources to support both conservation and economic development. It promotes inclusive growth in areas like ecotourism, sustainable wildlife and marine use, and bioprospecting, with an emphasis on benefiting local communities and previously disadvantaged individuals. By strengthening policies, building capacity, encouraging innovation, providing financial support, and improving market access, the strategy aims to create a thriving biodiversity economy that supports both people and nature.

Consistent with the policy context of the White Paper, the NBES is founded on the key pillars of conservation, sustainable use and beneficiation of biodiversity business value chains which will promote sustainable and inclusive socio-economic development. This requires growing and sustaining conservation land and seascapes while promoting and facilitating inclusive biodiversity-based businesses that drive a thriving and inclusive biodiversity sector. Importantly, broadening the NBES in revision provides increased opportunity to contribute to achieving more elements of the National Development Plan and the Sustainable Development Goals. This emphasises the importance of sustainable use of biodiversity as key to inclusive socio-economic development, especially when effectively mainstreamed into cross-sectoral planning.

3.2 Provincial Legislation and Implementation Frameworks

Each province manages leopards through provincial biodiversity legislation and permitting systems, aligned to NEM:BA. Key provinces include:

- **Limpopo**: The Limpopo Environmental Management Act, 2003 (Act No. 7 of 2003).
- **Mpumalanga**: The Mpumalanga Nature Conservation Act 10 of 1998 (Act No. 10 of 1998).
- **KwaZulu-Natal**: KwaZulu-Natal Nature Conservation Management Act (Act 9 of 1997).

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- **Eastern Cape:** The Ciskei Nature Conservation Act No.10 of 1987 (Act No. 10 of 1987); The Transkei Decree No 9 of 1992.
- **North West:** North West Biodiversity Management Act, 2016 (Act No. 4 of 2016).
- **Western Cape**: Western Cape Biodiversity Act 6 of 2021.
- **Free State**: Free State Nature Conservation Ordinance 8 of 1969.
- **Gauteng:** The Gauteng Provincial Environmental Management Framework (GPEMF), 2021.
- **Northern Cape:** Northern Cape Nature Conservation Act, 9 of 2009.

Provinces are also responsible for monitoring leopard populations and evaluating hunting applications, under guidance from national structures.

3.3 International Agreements

a. *The Convention on Biological Diversity (CBD)*

South Africa is a signatory to the CBD, and this imposes an international responsibility on the country to conserve its leopard populations. The objectives of the CBD are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising from the utilization of genetic resources. The programmes of work developed under the CBD encourage Parties to take a wide range of actions to biodiversity conservation and sustainable use.

b. *The Global Biodiversity Framework (GBF) and relevant targets*

The Global Biodiversity Framework emanated from the CBD Conference of Parties held in 2022. The outcome of the COP resulted in the generation of 23 targets aimed at addressing critical issues affecting biodiversity conservation. Parties to the CBD are obligated to adapt and domesticate these targets in order to enable optimal implementation. There are several targets that will play an indirect role for the Leopard Conservation Strategy, in its implementation, specifically:

Target 3 which is to *"Ensure and enable that by 2030 at least 30 per cent of terrestrial, inland water, and of coastal and marine areas, especially areas of particular importance for biodiversity and ecosystem functions and services, are effectively conserved and managed through ecologically representative, well-connected and equitably governed systems of protected areas and other effective area-based conservation measures, recognizing indigenous and traditional territories where applicable, and integrated into wider landscapes, seascapes and the ocean, while ensuring that any sustainable use, where appropriate in such areas, is fully consistent with conservation outcomes, recognizing and respecting the rights of indigenous peoples and local communities, including over their traditional territories".* Target 3 supports improved protection and connectivity for leopard through potential expansion of habitats.

Target 4 which is to "*Ensure urgent management actions to halt human induced extinction of known threatened species and for the recovery and conservation of species, in particular threatened species, to significantly reduce extinction risk, as well as to maintain and restore the genetic diversity within and between populations of native, wild and domesticated species to maintain their adaptive potential, including through in situ and ex situ conservation and sustainable management practices, and effectively manage human-wildlife interactions to minimize human-wildlife conflict for coexistence"*

c. *CITES (Convention on International Trade in Endangered Species)*

- Leopards are listed on Appendix I: international commercial trade is highly restricted.
- South Africa receives an annual export quota for leopard trophies (currently 150), subject to scientific review and population status.

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b. *IUCN Red List Assessments*

- Guides conservation priorities; South African leopards are nationally listed as Vulnerable, although local extinctions are occurring.

3.4 Scientific and Technical Frameworks

a. *National Leopard Monitoring Framework*

- Combines camera trapping, expert consultation, and structured models to inform trophy hunting quota setting.
- Involves collaboration between SANBI, DFFE, NGOs, Wildlife Industry organisations, researchers, and provincial authorities.

b. *Research and Adaptive Management*

- Scientific studies on density, connectivity, human-wildlife conflict, and genetic integrity are used to adapt management.
- Increasing use of spatially explicit population models to guide sustainable use decisions:

3.5 Governance and Stakeholder Platforms

a. Wildlife Forum

- Consultative platform between government, wildlife industry and conservation NGO stakeholders on matters related to wildlife industry and the biodiversity economy

b. Wildlife Wellbeing Forum

- Consultative platform between government, animal welfare and wellbeing organisations in support of the well-being of wild animals, including elements of conservation, protection, management and ecologically sustainable, responsible and humane use of wildlife

c. *Leopard Consultative Forum (LCF)*

- Consultative platform for government and non-government stakeholders in support of conservation and sustainable use of leopards to ensure equitable values and benefits within the legislative structure.

d. *National Hunting and Biodiversity Council (NHBC)*

- Coordinates between hunting industry, government, and conservation NGOs on policy implementation.

e. *Stakeholder Consultations*

- Public participation processes are required for major policy shifts (e.g., Norms and Standards updates, hunting quotas) as prescribed in section 99 and 100 of NEMBA.

4 Principles

The Strategy is embedded within South Africa's biodiversity conservation and sustainable use aspirations as outlined in the White Paper. As such, these are the backbone of the Strategy as well:

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Transformation - The biodiversity sector must become more inclusive and equitable, addressing past injustices and empowering historically disadvantaged communities.

Sustainable Development - Conservation and use of biodiversity must integrate environmental, economic, and social objectives, ensuring present needs are met without compromising those of future generations.

Good Governance - Effective institutions, transparent decision-making, coherent legislation, and clear accountability are critical for managing biodiversity. Governance must be strong, integrated, and capable.

Evidence-Based Decision-Making - Policies, planning, and management must be informed by reliable scientific data, traditional knowledge, and monitoring. Decisions should be grounded in best available evidence.

Duty of Care - Individuals and organisations have a legal and moral responsibility to avoid, minimise, or remedy negative impacts on biodiversity. This duty supports long-term ecosystem health and ethical resource use.

Apart from these foundational principles, two additional ones are of importance.

Adaptive Management and Flexibility - Conservation must be responsive to changing socio-economic conditions and expectations. Management should remain flexible, guided by learning, evidence, and regular feedback to stay effective in a dynamic context.

Minimal Interference - Management should prioritise minimal intervention, allowing natural processes to guide carnivore dynamics unless action is necessary to prevent harm, support population viability, or resolve significant conflict.

This Strategy was thus developed and constructed within these principled aspects.

5 Consultation Process

A stakeholder mapping process was conducted to identify key stakeholders that would be important in the consultation process for the development of the Strategy. This process resulted in the identification of the stakeholders in Table 2.

Table 2. Stakeholders that participated in the consultation workshops.

Stakeholder Groups	Stakeholders
National Government Departments and their Entities	• Department of Forestry, Fisheries and the Environment (Biodiversity and Conservation; Regulatory Compliance and Sector Monitoring) • Department of International Relations and Cooperation (DIRCO) • Department of Sports, Arts and Culture • Department of Tourism • Department of Science, Technology and Innovation • South African National Biodiversity Institute (SANBI) • South African National Parks (SANParks) • iSimangaliso Wetland Park • South African National Police Services (SAPS)
Provincial Government and their Entities	• Eastern Cape Province: Department of Economic Development, Environmental Affairs and Tourism • Eastern Cape Parks & Tourism Agency (ECPTA)

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	• Free State: Department of Economic, Small Business Development, Tourism and Environmental Affairs • Gauteng Province: Department of Environment • Limpopo Province: Department of Economic Development, Environment and Tourism • Northern Cape Province: Department of Environment and Nature Conservation • North West: Department of Economic Development, Environment, Conservation and Tourism • CapeNature • Ezemvelo KwaZulu-Natal Wildlife • Mpumalanga Tourism and Parks Agency • North West Parks and Tourism Board
Community Organisations and Programs	• People and Parks Programme • Traditional Health Practitioners and Healers Organisations • Traditional Leaders • Religious Leaders • Nature Speaks • IKSHA: Indigenous Knowledge for Heritage: Animal Council • National Unitary Profession Association for African Traditional Health Practitioners of South Africa (NUPAATHPSA) • Nature Heritage Alliance • Healers for Change
Academic Institutions	• African Leadership University • Nelson Mandela University • Tshwane University of Technology • University of Cape Town • University of Mpumalanga • University of Pretoria • University of Venda • University of Witwatersrand • Stellenbosch University
Non-Government Organisations; Industry; Research & Wildlife Sector	• Biodiversity Law Centre • Cape Leopard Trust (CLT) • The Confederation of Hunting Associations of South Africa (CHASA) • Custodians of Professional Hunting and Conservation South Africa (CPHC) • Endangered Wildlife Trust (EWT) • Elizabeth Margaret Steyn (EMS) Foundation • Humane Society International (HSI), now known as Humane World • Ingwe Leopard Project • Landmark Foundation • Leopard Consultative Forum - represents collective NGOs • Natural Justice • National Society for the Prevention of Cruelty to Animals (NSPCA) • Professional Hunters Association of South Africa (PHASA) • Predation Forum • Private Protected Area Managers and Landowners

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	• South African Hunters and Game Conservation Association (SAHGCA) • South African Veterinary Association (SAVA) • TRAFFIC • The African Farmers Association of South Africa • The Agricultural Economics Association of South Africa • Wildlife ACT • Wildlife Animal Protection Forum South Africa (WAPFSA) • Wildlife Well-being Forum • Wildlife Ranching South Africa (WRSA) • WWF-SA • Tourism Operators

A series of 31 stakeholder consultation workshops were conducted at key locations, determined as leopard 'hotspot' areas where communities live near prominent leopard populations. These locations spanned all the nine provinces in South Africa and workshops were held between 28th August 2024 and 3rd December 2024. The Core Team running the workshops consisted of the DFFE, Panthera, SANParks, SANBI, iSimangaliso, and the Cheetah Advisory Group, with the support of all the provinces. The workshops were aimed at engaging with provincial structures and communities, including traditional leaders, traditional health practitioners, and People and Parks programs. The workshops introduced the project and the purpose and content of the workshop and then allowed participants to form breakout groups. These groups focused on discussing and giving feedback on the main workshop questions.

Individual questionnaires were also disseminated at the beginning of the workshop to gather additional information for stakeholder mapping. All feedback during a final plenary session was recorded and all completed written materials were collected. Three of the thirty-one workshops were conducted virtually, using the same consultation approach, to capture feedback from academics, conservation and welfare NGO's, species specialists (including veterinarians)[1], wildlife industry - game and cattle farmers, reserve managers, hunters, tourism operators[2], national entities and provinces[3], and intergovernmental structures[4]. Overall, the workshops were attended by 1,980 participants in total. However, given that many of these participants serve as representatives of their respective stakeholder groups, the reach and influence of the consultations extended beyond the number of individuals who directly attended, resulting in a significantly larger audience being engaged.

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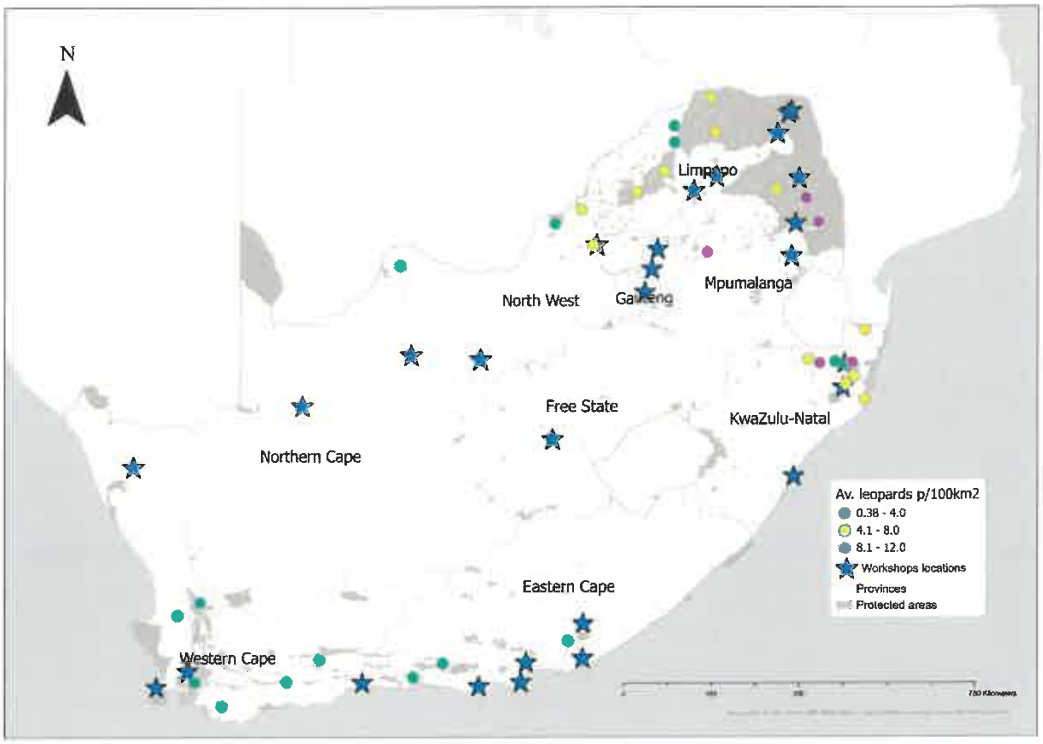


Figure 2. Locations of the 28 in-person stakeholder workshops held across all provinces of South Africa in relation to surveys of key leopard populations.

The workshop feedback was collated by the core strategy review team and the contents processed to inform the development of the Vision, Goals, and Strategic Actions for the Strategy (Table 3). The workshops also helped to identify enabling factors required to achieve the main goals of the Strategy. Analysis of the feedback on the three main workshop questions was facilitated using Word Cloud software to identify the most prevalent words/terms featured in workshop feedback. The three main workshop questions were:

1. What is the species value/cost to you?

2. What are the constraints to you realising those values or minimising costs?

3. What can be done to remove those constraints?

All workshop feedback reports were captured in a stakeholder engagement report which included a summary of the key points that came out in the answers to the three workshop questions on species value, cost/constraints, and solutions. The stakeholder engagement report contains all material used during the workshops, the word clouds that were generated to identify most-used words during feedback, and figures showing workshop attendance by province and a breakdown of the most prominent answers to the workshop questions per target group e.g. communities, NGO's etc. The below table illustrates the key values, costs, constraints and associated themes that were captured during the workshops, which have formed the basis for the development of the key strategic activities in this document.

5.1 Multiple values and costs, constraints and responses

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The aspirations expressed by the stakeholders during the consultation process can fit under three key themes - 1. Ecological role of leopards, 2. Social and cultural values, and 3. Livelihood impact of leopards. The national stakeholder consultation workshops were conducted with the intention of developing this Strategy from the bottom-up, thus, this Strategy reflects the country's vision for conserving leopards and their national heritage in South Africa.

Stakeholders expressed a range of critical insights (Table 3), which highlighted the complex and often competing values associated with leopards in South Africa, reflecting a wide spectrum of cultural, economic, ecological, and social perspectives. At one end of the spectrum, are deeply rooted cultural and spiritual values, where leopards are seen as totemic animals integral to heritage, identity, and traditional governance systems. On the other end, lies a conservation science and regulatory view, emphasising biodiversity protection, legal compliance, and ecological integrity. Amid these extremes lies a diversity of perspectives, including those focused on economic livelihoods, education, human safety, and equitable access.

A clear dichotomy emerges between those advocating for consumptive use driven by traditional leaders and traditional health practitioners, and trophy hunting stakeholders, and those advocating for strict preservation and protection, often aligned with ecological and non-consumptive tourism initiatives. Recognising this multiplicity of values and the systemic costs carried by different groups is essential. Effective leopard conservation depends on acknowledging and navigating these competing pressures, not only between use and preservation, but between inclusion and exclusion, identity and legality, cultural survival and ecological protection. The challenge lies in designing a governance system that is as adaptive and pluralistic as the values it seeks to protect.

5.2 Strategic Trade Offs

This Strategy explicitly recognises that it is not possible to simultaneously accommodate all the needs and desires of all stakeholders. During the stakeholder engagement exercise, it became apparent that there is a high demand for the consumptive use of leopards by many stakeholders, including traditional leaders, traditional health practitioners, cultural and religious groups, and trophy hunters. Stakeholders within the agricultural sector highlighted the ongoing challenges associated with leopard–human interactions and emphasised the need for improved management tools that both support livelihoods and address the needs of leopards. A system needs to accommodate and balance these needs in a fair, equitable and transparent fashion, while also accommodating the needs of non-consumptive users. These include the tourism industry, and members of the public who attach intrinsic value to the presence of wild leopards in their natural environment. Preserving leopards as a key element of South Africa's biodiversity heritage, and an important element of functioning ecosystems is an equally important consideration. This Strategy thus seeks to identify the trade-offs.

A Strategy that focusses exclusively on the preservation of leopards and does not allow for any consumptive use is not acceptable to a large proportion of stakeholders and may thus prove ineffective and ultimately detrimental to a range of stakeholders and the long-term conservation of leopards. Conversely, a policy of allowing unfettered consumptive use of leopards may result in the rapid extirpation of leopards from most of their range in South Africa. This Strategy aims to balance these competing objectives to ensure the preservation of all the values including cultural and natural heritage associated with leopards.

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Table 3. Summary table of the key points captured during feedback on values, costs, and constraints from the 31 national stakeholder workshops conducted in all provinces in South Africa from August to December 2024.

VALUES	COSTS	CONSTRAINTS
Cultural and Spiritual Significance • **Leopards, lions, and cheetahs** are regarded as totemic animals and symbols of **ancestry, heritage, leadership, strength, and spirituality**. • Use of animal skins and parts in **traditional attire**, **healing**, **ceremonial roles**, and **ancestral connection** was widespread. • Many groups expressed that these animals are **part of identity and cultural continuity**.	**Barriers to Cultural Practice** • **Inaccessibility to skins and animal parts** disrupts traditional healing, ceremonies, and regalia making. • **Cultural loss**: When people cannot practice their customs linked to species, they perceive it as a diminishing of identity and heritage. • **Erosion of cultural identity**: Restrictions on traditional attire and ceremonies involving leopard, lion, and cheetah parts limit cultural expression. • **Loss of spiritual connection**: Communities lose access to spiritually significant species and landscapes, weakening traditional beliefs and rituals. • **Criminalisation of practices**: The use of animal skins or parts in rituals may be criminalised, creating tension between cultural rights and national laws. • **Exclusion from decision-making**: Traditional authorities and practitioners often lack a formal voice in conservation governance, leading to marginalisation. • **Breakdown of intergenerational knowledge transfer**: Younger generations may lose interest or ability to engage in traditional practices due to legal or logistical barriers. • **Undermining of traditional governance systems**: State-led conservation approaches sometimes override customary rules and spiritual stewardship, weakening indigenous leadership. • **Spiritual distress and loss of meaning**: Inability to perform ancestral rituals or access sacred sites causes emotional and spiritual harm to practitioners.	• **Loss of traditional knowledge**: Elders and knowledge holders are not always involved in conservation discussions, leading to erosion of indigenous practices. • **Lack of formal recognition**: Cultural and spiritual practices involving leopards, lions, and cheetahs are often not acknowledged in formal conservation frameworks. • **Restricted access to natural areas**: Community members may be prevented from accessing areas that are spiritually significant or used for traditional practices due to conservation restrictions. • **Conflict with modern legal frameworks**: Traditional use of animal parts (e.g., skins for attire or rituals) often conflicts with national and international wildlife protection laws. • **Stigmatisation of beliefs**: Cultural and spiritual beliefs related to predators may be misunderstood or stigmatised by authorities and broader society. • **Limited participation in decision-making**: Traditional leaders and spiritual practitioners may not be adequately included in conservation planning and policy development. • **Economic pressures**: Poverty and land competition may shift focus away from cultural and spiritual values to survival needs, reducing the practice of traditions linked to large carnivores. • **Inadequate policy integration**: There is a gap between conservation policies and the integration of customary law and beliefs. • **Reduced and declining leopard populations:** Fewer leopards mean reduced availability of derivatives.
Economic and Livelihood Value Species were framed as **community assets**, critical for **poverty alleviation** and **economic inclusion**. • **Ecotourism income**: Big cats are central to wildlife tourism and generate significant revenue through photographic safaris and wildlife experiences. • **Trophy hunting revenue**: Legal hunting of lions and leopards (less so cheetahs) and derivative sales can provide economic returns to landowners and communities.	**Economic and Livelihood Costs** • **Cost of livestock replacement** and inadequate or absent **compensation schemes**. • **Economic strain** on farmers and rural households due to predation. • **Fence maintenance and management**: Expensive for both state and private landowners, particularly in lion-occupied areas. • **Opportunity costs**: Inability to legally benefit from species derivatives pushes people to black markets or denies cultural practices. • **Loss of tourism revenue**: In areas affected by poaching or species decline.	**Economic Hardship** • **Poverty drives illegal hunting and human-wildlife conflict**: Illegal hunting for subsistence or sale and increased HWC due to its threat to livelihoods. • **No or delayed compensation** for livestock losses or human injury. • **Inconsistent benefit-sharing**: Limited flow of tourism or hunting revenue to rural or traditional communities hosting predators. • **Lack of access to predator-related economic opportunities**: Barriers to entry in tourism, conservation, or wildlife ranching sectors.

VALUES	COSTS	CONSTRAINTS
• **Job creation**: Employment in tourism, conservation, guiding, and park operations linked to predator presence. • **Livestock guarding and related services**: Emerging income-generating practices related to non-lethal predator management (e.g., guard dogs, fencing).	**Human-Wildlife Conflict** • **Loss of livestock**: A dominant concern across all provinces, especially in areas adjacent to protected areas. • **Risk to human safety**: Attacks on people, especially when animals escape reserves. • **Emotional distress and trauma**: Fear, disrupted schooling (especially for children in affected areas), and reduced quality of life.	• **Uncompensated losses**: Inadequate or absent compensation schemes create resentment and discourage coexistence with predators **Infrastructure and Safety Gaps** • **Broken or inadequate fencing**, allowing species to escape or livestock to wander into reserves. • **Lack of rapid response mechanisms** for managing escapes or reporting danger. • **Weak support systems**: Insufficient veterinary, extension, or financial services for managing livestock losses or implementing mitigation. • **Limited law enforcement presence** to prevent poaching or support community safety. • **Policy and land-use conflicts**: Misalignment between conservation areas and local development or grazing priorities.
Biodiversity and Ecological Integrity • Stakeholders consistently linked these species to **ecosystem balance** and **biodiversity health**. • They are seen as **keystone and indicator species** and important for **food chain regulation** and environmental health. • **Ecological tourism value**: Their ecological presence underpins the appeal of protected areas and wildlife tourism.	**Ecological and Population Management Costs** • **Risk of species extinction** • **Genetic bottlenecks**: Fragmentation and small population sizes threaten ecological resilience and long-term species viability. • **Human-wildlife conflict impact**: Escalating conflict can result in reactive removals, disrupting ecological roles. • **Over management or mismanagement**: Poorly designed reintroductions, artificial management, or lack of scientific guidance can compromise ecological integrity.	**Ecological and Species Management Challenges** • **Species perceived as unmanageable** • **Habitat loss**, prey depletion, and drought may worsen conflict or reduce species value. • **Habitat fragmentation**: Expanding human land use reduces viable habitat and ecological connectivity. • **Limited ecological data**: Insufficient monitoring and ecological studies impede adaptive management. • **Uncoordinated conservation efforts**: Fragmented governance between provinces and sectors undermines coherent ecological planning. • **Illegal or poorly regulated off-takes**: Unsanctioned killings disrupt predator-prey dynamics and population stability • **Ineffective predator control** or relocation programs fail to address root causes of conflict.
Education and Intergenerational Value • **Cultural knowledge transmission**: These species are integral to stories, customs, and oral traditions passed between generations. • **Learning through co-existence**: Longstanding practices of living alongside predators foster unique traditional ecological knowledge.	• **Erosion of traditional knowledge**: Loss of species and conflict-driven attitudes reduce opportunities for passing on ecological wisdom. • **Disconnection from nature**: Youth in modernised or urban communities are increasingly alienated from natural and cultural ties to predators. • **Misinformation and fear**: Lack of balanced education fosters fear and antagonism toward predators, especially where conflict is high.	**Insufficient Education and Awareness** • **Lack of conservation education** in schools and communities leads to misunderstandings or fear of species. • **No public information** about species behaviour, ecosystem roles, or how to access legal support. • **Limited public campaigns or materials** in local languages or formats suited to community needs.

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VALUES	COSTS	CONSTRAINTS
• **Inspiration for stewardship**: Big cats symbolise strength and wisdom, motivating conservation values in younger generations. • **Symbolic education tools**: Used in traditional teachings and modern environmental education to promote biodiversity awareness.	• **Marginalisation of Indigenous perspectives**: Formal education systems often neglect or exclude traditional and cultural narratives related to these species.	• **Limited access to education**: Remote or rural communities may lack resources to support conservation or cultural education. • **Generational shifts**: Younger generations may prioritise economic survival over conservation traditions due to poverty or modern influences. • **Language and content barriers**: Conservation messaging may not be delivered in accessible or culturally relevant ways. • **Lack of inclusion in formal systems**: Traditional knowledge holders are rarely integrated into official environmental education curricula.

Equity, Access, and Transformation
• Repeated emphasis on **fair access** to:
  ○ National parks
  ○ Permits for derivatives
  ○ Decision-making spaces
• There was strong demand for **inclusivity**, **co-management**, and **recognition of traditional knowledge**.
• Call for **transformation in legislation**, permitting, and benefit sharing.
• Emphasis on **redefining conservation** to include cultural, spiritual, and economic values of wildlife for previously marginalised communities.
• Call for **Restorative justice** —addressing past exclusion and exploitation of indigenous and local communities in protected area management and species use.
	Social and Institutional Costs
	• **Lack of trust and communication**: Between communities and protected area managers or government.
	• **Absence of co-management or meaningful inclusion**: Stakeholders feel marginalised in decision-making and from conservation benefits.
	• **Over-reliance on external NGOs or donors**: May skew local priorities or reduce agency.
	• **Disconnection from cultural ties to wildlife.**
		Limited Access
		• **Restricted physical access to protected areas** (high entry fees, distance, lack of transport).
		• **Inaccessible animal parts and carcasses**, even from natural deaths or euthanasia.
		• **Legal and policy frameworks** sometimes restrict access to body parts/derivatives (such as skins for traditional use), which limits equitable cultural practices.
		• **Exclusion from wildlife-based economies**, including tourism, hunting, or game farming.
		
		Marginalisation and Exclusion from Decision-Making
		• **Communities, traditional leaders, and healers feel excluded** from policy formation and management planning.
		• **Lack of meaningful engagement** by conservation authorities, leading to poor buy-in and resentment.
		• **Top-down governance** fails to account for local realities and traditional ecological knowledge.

Justice and Redress
• Stakeholders stressed the need to address:
  ○ **Land dispossession**
  ○ **Policy exclusion**
  ○ **Unequal benefit distribution**
• Values were strongly aligned with **restorative justice**, **empowerment**, and **dignity**.
	Legal and Regulatory Barriers
	• **Restrictive legislation**: Difficult/complex permitting processes limit access to skins, bones, or carcasses.
	• **Lack of transparency and clarity** in rules leads to accidental non-compliance.
	• **Inaccessible policies**: Communities feel excluded from shaping and benefiting from wildlife policies.
		Regulatory and Policy Barriers
		• **Complicated, inconsistent permitting processes** across provinces.
		• **Strict laws not adapted to traditional practices**, limiting access to species for healing, ceremonial, or cultural use.
		• **Lack of legal clarity and transparency**, particularly around ownership of derivatives, protected status, and redress mechanisms.

6 National Vision and Impact Statement

VISION:

Leopards thrive in living landscapes, support cultural traditions and local livelihoods through inclusive community driven conservation.

Impact Statement: Transformed and equitable leopard conservation that promotes sustainable development.

The vision is based on the values expressed by the stakeholders during the consultation process, which encompasses three core themes: environmental outcomes and the role that leopards play in these; social outcomes that embody the values that stakeholders associated with leopards; and livelihood outcomes and how leopards can contribute to or impact on these. Living landscapes refer to interconnected, multi-use areas where leopards, people, and livelihoods coexist, supported by ecological connectivity and sustainable land-use practices. These landscapes form the foundation for participatory and inclusive conservation, enabling local communities, landowners, and other stakeholders to collaboratively manage habitats and reduce conflict while safeguarding leopard populations across both protected and non-protected areas. The vision embraces leopards as integral to cultural identity, spiritual symbolism, and as economic assets for stakeholders, while also recognizing costs they carry. It is aspirational and transformative, rooted in the real experiences and expressed needs of people and leopards, and oriented toward solutions that restore dignity, equity, and sustainability in leopard conservation, with a duty of care where both people and nature can thrive.

7 Strategic Framework

The stakeholder consultations highlighted the importance of recognising key trade-offs specific to leopards alongside acknowledging the diverse aspirations of stakeholders. Navigating these trade-offs through equitable and transparent engagement with stakeholders will ensure that trade-offs consider the values, needs, and aspirations of all South Africans.

As the first National Strategy and Action Plan for leopards, the Strategy is structured to give effect to the White Paper on Conservation and Sustainable Use of South Africa's Biodiversity (White Paper) and the Policy Position on the Conservation and Sustainable Use of Elephant, Lion, Leopard and Rhinoceros, with specific reference to leopards. By prioritising conservation and sustainable use that benefits both leopards and communities, as well as livelihoods, traditions, and the wellbeing of people living with leopards, the Strategy supports the policy's vision of responsible stewardship and improved conservation outcomes.

7.1 Ecological Role of Leopards

GOAL 1. *Conserve leopards and their landscapes by strengthening ecological resilience, connecting habitats, and reducing threats.*

Leopards play an important role in maintaining healthy ecosystems, fulfilling critical ecological functions through their role as apex predators. Their presence contributes substantially to maintaining complex food webs, regulating prey populations, and thereby promoting biodiversity and ecosystem stability and resilience. Leopards, therefore, carry an existence value of their own. They can act as a keystone species for broader ecosystem restoration and biodiversity management.

As habitat generalists, leopards enhance landscape connectivity, with natural ranges covering large areas. In South Africa, leopard populations are fragmented, and their natural movement is restricted, disrupting gene flow, their natural ecology and ecological influence, and increasing their vulnerability to local extinction. Interventions focusing on restoring leopard populations in historical ranges and increasing connectivity across areas where leopards occur are important for securing a future for leopards and leopard landscapes in South Africa.

However, conserving leopards must balance ecological needs with human needs and aspirations. Human-leopard conflict poses one of the largest barriers to striking this balance in South Africa. Leopard conflict with livestock and game farmers requires innovative solutions that protect both wildlife, people and their livelihoods. Solutions that lie within local partnerships show promise in being able to achieve safe, fair, and effective outcomes that improve coexistence and provide benefits for stakeholders with diverse interests. Supporting biodiversity stewardship initiatives and creating mechanisms for cooperative landscapes will contribute toward building an inclusive and participatory, landscape-scale approach to leopard conservation that uplifts natural systems and enhances human lives.

7.2 Social and Cultural Values

GOAL 2. *Preserve cultural heritage, promote sustainable practices, and ensure safe and inclusive access to leopards and protected areas.*

Leopards hold profound social and cultural significance in South Africa, serving as symbols of power, spirituality, and ancestral connection for many communities. Traditional leaders and Traditonal Health Practitioners have historically used leopard derivatives, such as skins and bones, in ceremonies and regalia, embedding the species in cultural identity and practices. However, the current complex legislative process has created tensions, often effectively impeding expression of these traditions through criminalising acquisition or possession of leopard derivatives without providing legal alternatives. Recognising these cultural values is essential to fostering inclusive conservation that respects both biodiversity and heritage, while addressing historical inequities in resource access.

The sustainable use of leopard resources must balance cultural needs with ecological protection. Communities seek regulated access to derivatives from naturally deceased or euthanised animals to express their heritage, traditions, and religious and cultural practices. Integrating traditional knowledge into conservation policies, such as declaring leopards as "royal animals" or incorporating community-led monitoring, can bridge cultural practices and modern management. This approach aligns with calls for policy reform, including simplified permitting processes and the inclusion of traditional leaders in decision-making.

Ensuring safe and inclusive access to leopards and their habitats also hinges on addressing livelihood concerns. Human-wildlife conflict, particularly livestock predation, undermines coexistence and perpetuates negative perceptions. Solutions like support for improved livestock husbandry and community-based enterprises can mitigate conflicts while creating economic benefits. By effectively merging social equity, cultural preservation, and ecological sustainability, South Africa can model a conservation framework that honours both people and wildlife.

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7.3 Livelihood Impacts of Leopards

GOAL 3. *Increase fair opportunities for people to benefit from leopards while reducing the challenges they pose to livelihoods.*

Leopards, while ecologically vital, pose significant challenges to rural livelihoods in South Africa, particularly through livestock and game animal predation and by posing a threat to human safety. Livestock depredation often leads to economic losses for farmers and subsequent retaliatory killings of leopards, undermining conservation efforts. Addressing this tension requires solutions that both mitigate the risks leopards pose and create tangible benefits for communities. Strategies such as increased capacity and tools for communities to avoid and manage conflict and the introduction of payments for ecosystem services schemes for example, have proven effective in reducing conflicts while fostering coexistence. These measures allow communities to protect their livelihoods while contributing to leopard conservation, but can be challenging to implement at scale and require significant investment, as well as community buy-in.

Beyond conflict mitigation, leopards present unique opportunities for economic empowerment through sustainable wildlife-based enterprises. Community-led ecotourism initiatives, such as cultural heritage experiences and photographic safaris can generate income and jobs, directly linking conservation to local beneficiation. Additionally, responsible hunting, regulated access to leopard derivatives (e.g., skins or bones from naturally deceased animals) for traditional use or legal trade could provide further economic incentives. Ensuring that these benefits are equitably distributed among stakeholders, including marginalised groups, is critical to building long-term support for conservation.

To maximise these opportunities, systemic barriers must be addressed. Inadequate policies, lack of funding, and limited access to markets often hinder community participation in wildlife economies. Key actions include streamlining permitting processes, allocating tourism revenue to local development, and providing training for communities to undertake conservation-related roles. Public-private partnerships and donor support can also play a pivotal role in scaling up these initiatives. By aligning ecological goals with livelihood needs, leopards can play a role as ecological assets and can act as catalysts for sustainable development.

8 Enabling Conditions

Three enabling conditions **1) Sustainable Finance, 2) Participation, Communication, Education and Awareness, 3) Legislation & Policy Reform,** are essential for achieving the three core Strategy goals of ecological resilience, cultural and social values, and livelihood improvement. With multiple enablers cutting across all three goals, they provide the foundation for, and facilitate, the implementation of and successful outcomes for the strategic activities. Participation, communication, education and awareness increases public understanding and pride in leopard conservation in a relatable manner, while legislative and policy reform establishes the legal clarity and cultural recognition required for equitable implementation. Sustainable and diversified funding mechanisms provide the resources needed to support conservation activities and community benefits. Without these enabling principles, the three main goals risk being unsupported, misaligned with local contexts, or unsustainable in the long term. Their integration guarantees that conservation efforts are locally relevant, socially accepted, and ecologically effective.

1) Sustainable Finance

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Objective: Secure and sustain diverse funding mechanisms to support inclusive and equitable leopard conservation, and long-term human-wildlife coexistence.

This enabler focuses on establishing a resilient and diversified conservation finance system that provides long-term support for leopard conservation across all land-use sectors. Strategic actions will strengthen the enabling environment for sustained investment, incentivise stewardship and conservation-compatible land management, and expand partnerships that mobilise public, private, and philanthropic resources. Together, these strategic actions will create a stable and adaptive funding framework that supports leopard conservation, strengthens stewardship across landscapes, and promotes shared benefits for people and ecosystems.

2) Participation, Communication, Education and Awareness

Objective: Foster a deeper understanding and appreciation of leopards by promoting culturally relevant, inclusive education that integrates indigenous knowledge, supports intergenerational learning, and reshapes public perceptions.

This enabler focuses on building a shared conservation ethic that recognises the ecological, cultural, and social significance of leopards. Strategic actions will promote inclusive communication, knowledge exchange, and learning opportunities that reflect South Africa's diverse cultural perspectives and experiences. Particular emphasis will be placed on recognising indigenous and local knowledge systems, strengthening intergenerational learning, and fostering meaningful participation in conservation decision-making. Together, these strategic actions will strengthen public appreciation of leopards, build trust and shared ownership of conservation outcomes, and support a more inclusive and socially relevant approach to leopard conservation that benefits present and future generations.

3) Legislation & Policy Reform

Objective: Establish a coherent and inclusive legal framework that aligns regulations, respects cultural practices, and strengthens enforcement to support both leopard conservation and equitable community access.

This enabler focuses on creating a clear, consistent, and effective regulatory environment that supports sustainable leopard conservation while recognising South Africa's diverse cultural, social, and economic contexts. Strategic actions will strengthen policy alignment across jurisdictions, improve governance and accountability, enhance monitoring and reporting systems, and promote coordinated compliance and enforcement approaches. Together, these strategic actions will provide a clear, inclusive, and enforceable legal framework that reduces uncertainty, strengthens cooperation among stakeholders, supports sustainable conservation outcomes, and promotes equitable participation in and benefits from leopard conservation.

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9 Strategic Framework Table

ECOLOGICAL ROLE OF LEOPARDS		
GOAL 1: Conserve leopards and their landscapes by strengthening ecological resilience, connecting habitats, and reducing threats. IMPACT STATEMENT: Leopards live in ecologically healthy, connected landscapes with natural habitat.		
Strategic Priority	**Strategic Action**	**Outcomes**
Connected, resilient landscapes: Leopard populations move across both protected and unprotected landscapes, highlighting the importance of landscape-level conservation approaches. Stakeholders consistently recognised the ecological role of leopards in maintaining ecosystem functioning and supporting biodiversity health. Expanding ecological corridors and conservation areas is important for maintaining gene flow, improving landscape connectivity, and enhancing resilience to climate change.	**Activity 1.1** Protect, restore, and connect critical leopard habitats to ensure resilience and gene flow, and adaptive capacity to climate change.	• Improved protection and connectivity of leopard habitats through expanded reserves, corridors, and stewardship areas. • Increased ecological resilience to the impacts of climate change. • Enhanced opportunities for natural leopard dispersal and gene flow. • Cross-sector partnerships established to support habitat protection.
Ecological management, threat reduction, secure communities: Leopards are widely regarded as keystone and indicator species that play an important role in regulating food webs and maintaining ecosystem health. Reducing anthropogenic threats within protected areas is essential to maintaining functional ecosystems that support natural leopard behaviour and stable populations, while also minimising risks to neighbouring communities.	**Activity 1.2** Reduce anthropogenic threats to ensure persistent, dynamic leopard populations.	• Stabilised leopard populations supported by reduction of anthropogenic threats in protected areas. • Strengthened on the ground presence and infrastructure in key leopard areas. • Greater collaboration between public, private, and community reserves. • Increased protection of broader biodiversity through cross-cutting threat mitigation.

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Evidence-led conservation: The presence of leopard contributes significantly to the attractiveness of protected areas and supports wildlife-based tourism. Long-term monitoring provides critical information on leopard population trends, distribution, and ecological roles, informing adaptive management and targeted threat mitigation.	**Activity 1.3** Strengthen and expand the national population monitoring and research system to inform adaptive management.	• Enhanced understanding of leopard ecology and ecosystem roles through integrated scientific and community-based monitoring. • Comprehensive, long-term data on leopard populations, distribution, and trends. • Expanded understanding of the ecological, cultural, and economic roles of leopards to guide inclusive conservation planning. • Research outputs translated into adaptive management recommendations.
Adaptive, inclusive management: Scientific data and traditional ecological knowledge together inform flexible management. Community participation helps shape decisions as conditions change.	**Activity 1.4** Implement evidence-based, adaptive population and landscape management.	• Science-based, adaptive landscape and population management plans guiding effective conservation action. • Inclusive management and decision making facilitates local level participation in conservation. • Integrated adaptive management framework institutionalised to ensure long-term, evidence-based conservation success. • Leopard conservation strategies regularly revised and improved based on up-to-date ecological, social, and conflict data. • Key stakeholders sign data-sharing agreements to improve collaboration. • National reporting and biodiversity assessments are strengthened by robust, coordinated data inputs.

SOCIAL AND CULTURAL VALUES

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GOAL 2: Preserve cultural heritage, promote sustainable practices, and ensure safe and inclusive access to leopards and protected areas.

IMPACT STATEMENT: Leopards are sustainably integrated into cultural life, valuing their role in traditions and (cultural) identity, with communities able to access, celebrate and protect their heritage in inclusive, respectful ways.

Strategic Priority	Strategic Action	Outcomes
Living cultural heritage: Leopards remain totemic animals. Skins and parts are legally accessible for traditional attire, healing, and ceremonies. Identity and cultural continuity are preserved.	**Activity 2.1** Ensure preservation of traditional and cultural use of leopard derivatives and products.	• Increased community access to and use of protected areas, especially for cultural, educational, and spiritual practices. • Increased emotional and cultural connection to conservation spaces. • Strengthened partnerships between conservation authorities and traditional/community institutions. • Enhanced community participation in biodiversity education linked to visits. • Feasibility assessed and appropriate mechanisms established for improved regulation of traditional access to leopard parts.
Intergenerational knowledge transfer: Leopard stories, customs, and coexistence knowledge are transferred across generations. to youth. Traditional ecological knowledge is valued equally with scientific data.	**Activity 2.2** Strengthen intergenerational knowledge transfer and cultural connection to leopards.	• Enhanced intergenerational transmission of indigenous knowledge and cultural heritage related to leopards. • Higher levels of local engagement, pride, and cultural connection in leopard (and general) conservation initiatives. • Cultural significance of leopards is reaffirmed and strengthened.

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LIVELIHOOD IMPACTS OF LEOPARDS		
GOAL 3: Increase fair opportunities for people to benefit from leopards while reducing the challenges they pose to livelihoods. IMPACT STATEMENT: Improve the livelihoods of people living alongside leopards while keeping conflict low.		
Strategic Priority	**Strategic Action**	**Outcomes**
Leopards as economic assets: Ecotourism, hunting revenue, and conservation jobs reach local communities. Livestock guarding services generate income. Poverty is alleviated through leopard-related enterprises.	**Activity 3.1** Catalyse inclusive, predator-based economic opportunities and skills development.	• Expanded wildlife-linked job opportunities in tourism, game farming, monitoring, and conservation. • Greater youth participation in conservation and tourism careers through targeted skills development and training support. • Reduced economic reliance on harmful or extractive land uses.
Improved conflict management and human safety: Livestock losses are compensated quickly and fairly. Rapid response teams prevent escalation. Farmers no longer need retaliatory killing to protect their livelihoods and communities feel safer.	**Activity 3.2** Implement a standardised national framework for human-leopard conflict mitigation and response.	• Improved community safety, leopard conflict response, and fair mitigation mechanisms in place that enhance tolerance and reduce economic losses from human-wildlife conflict. • Reduction in poisoning, snaring, and illegal lethal responses. • More community capacity and economic resilience in priority conflict areas.

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10. Strategic Action Plan

ECOLOGICAL ROLE OF LEOPARDS

GOAL 1: Conserve leopards and their landscapes by strengthening ecological resilience, connecting habitats, and reducing threats.

Strategic Actions (Broad)	Key Activities (Detailed)	Key Performance Indicator (KPI)	Lead & Key Partners	Timeline (Phase)	Priority
1.1 Protect, restore, and connect critical leopard habitats to ensure resilience and gene flow, and adaptive capacity to climate change.	1.1.1 Map priority corridors	Priority corridors identified	Lead: DFFE Partners: SANBI; Management Authorities	Y1-Y2	High
	1.1.2 Establish corridor partnerships across different land uses	Number of partnerships established	Leads & Partners: Management Authorities; NGOs; SANBI; Landowners.	Ongoing	High
	1.1.3 Expand conservation estate (protected and conservation areas) to include key leopard habitat.	Number of hectares added into the conservation estate that includes leopard habitat	Lead: Management Authorities Partners: NGOs; SANBI (species index); Landowners	Ongoing	High
	1.1.4 Incorporate leopard corridor spatial data into SANBI BGIS as the foundation for conservation planning purposes	SANBI BGIS contains leopard corridor spatial data.	Lead: SANBI Partners: Management Authorities; NGOs; Research Institutions	Y1-Y5	Med

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Strategic Actions (Broad)	Key Activities (Detailed)	Key Performance Indicator (KPI)	Lead & Key Partners	Timeline (Phase)	Priority
	1.1.5 Develop a climate change resilience and response mechanism for PAs and leopard corridors.	Number of action plans developed	Lead: DFFE Partners: SANBI; Management Authorities	Y6-Y10	Med
	1.1.6 Allocate resources for implementation of climate change resilience and response mechanism.	Number of resources identified and allocated	Lead: Management Authorities & all relevant partners	Y6-Y10	Med
1.2 Reduce anthropogenic threats to ensure persistent, dynamic leopard populations.	1.2.1 Interventions implemented in and around PAs to reduce anthropogenic threats.	Number of associated interventions implemented in and around PAs	Lead: Management Authorities of PAs Partners: Private/Community Reserve Associations, NGOs, other relevant parties	Ongoing	High
	1.2.2 Interventions implemented outside of PAs in high-conflict areas to reduce anthropogenic threats.	Number of interventions implemented by traditional authorities Number of interventions implemented by landowners, wildlife industry, NGOs, traditional health practitioners	Lead: Management Authorities & all relevant partners	Ongoing	High
1.3 Strengthen and expand the national population monitoring and research system to inform adaptive management.	1.3.1 Maintain and expand long-term, standardised population monitoring sites for leopards.	Number of additional monitoring sites Number of existing monitoring sites maintained	Lead: SANBI Partners: Provinces, Private Reserves, Wildlife Industry, NGOs, Research Institutions	Ongoing	High

Strategic Actions (Broad)	Key Activities (Detailed)	Key Performance Indicator (KPI)	Lead & Key Partners	Timeline (Phase)	Priority
	1.3.2 Secure resources for long-term population monitoring.	Relevant resources secured (funding, equipment, human capacity)	Lead: SANBI Partners: Provinces, Private Reserves, Wildlife Industry, NGOs, Research Institutions	Ongoing	High
	1.3.3 Explore modalities for creation of a database to collate leopard population data.	Report on findings/conclusions	Lead: DFFE Partners: SANBI, Provinces, Private Reserves, Wildlife Industry, NGOs, Research Institutions	Y3-Y6	Med
1.4 Implement evidence-based, adaptive population and landscape management.	1.4.1 Revision of NDF for leopard.	Publications of revisions of NDF for leopard	Lead: SANBI Partners: Provinces, Private Reserves, Wildlife Industry, NGOs, Research Institutions,	As and when required	High
	1.4.2 Integrate legal leopard DCA offtake data into the national monitoring framework for leopard.	National monitoring framework for leopard revised to include legal DCA offtake data.	Lead: SANBI Partners: DFFE; Management Authorities: Science NGOs, Private Reserves	Y2-Y5	High

SOCIAL AND CULTURAL VALUES

GOAL 2: Preserve cultural heritage, promote sustainable practices, and ensure safe and inclusive access to leopards and protected areas.

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Strategic Actions (Broad)	Key Activities (Detailed)	Key Performance Indicator (KPI)	Lead & Key Partners	Timeline (Phase)	Priority
2.1 Ensure preservation of traditional and cultural use of leopard derivatives and products	2.1.1 Develop fit for purpose mechanisms to create opportunities for equitable and fair sharing of leopard products and derivates for cultural and spiritual use.	Mechanism for distribution for leopard derivatives and products from protected areas[1] Mechanism for distribution of leopard products and derivatives from the Wildlife industry[2] Upscaling and developing additional mechanisms for providing leopard skins for religious & cultural purposes[3]	Lead: DFFE in partnership with relevant key stakeholders [1] DFFE & Management Authorities [2] Management Authorities & Wildlife Industry [3] Traditional Leaders, National House of Traditional and Khoi-San Leaders, Traditional Health Practitioners, Religious Groups.	Y2-Y8	High
2.2 Strengthen intergenerational knowledge transfer and cultural connection to leopards.	2.2.1 Support programmes for knowledge transfer between elders, youth, and conservationists on leopard cultural heritage.	Number of intergenerational knowledge-sharing events held annually Development of cultural heritage resources (e.g., booklets, recordings)	Lead: Cultural Institutions / NGOs Partners: Traditional Councils, Schools, Museums (Iziko)	Ongoing	Med
	2.2.2 Incorporate Indigenous Knowledge Systems (IKS) into leopard conservation planning and monitoring.	IKS indicators and knowledge integrated into ≥ 2 provincial leopard management plans	Lead: SANBI (IKS Centre) Partners: DFFE, Universities, Traditional Knowledge Holders	Ongoing	Med

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LIVELIHOOD IMPACTS OF LEOPARDS

GOAL 3: Increase fair opportunities for people to benefit from leopards while reducing the challenges they pose to livelihoods.

Strategic Actions (Broad)	Key Activities (Detailed)	Key Performance Indicator (KPI)	Lead & Key Partners	Timeline (Phase)	Priority
3.1 Catalyse inclusive, predator-based economic opportunities and skills development.	3.1.1 Develop and implement programmes to expand inclusive access to leopard-related jobs in tourism, monitoring, and conservation.	Number of inclusive leopard-related programs	Lead: DFFE (Biodiversity Economy) Partners: CATHSSETA, Tourism Business Council, Private Reserves, NGOs	Ongoing	High
	3.1.2 Incorporate leopard-related economic opportunities into the broader biodiversity program, encouraging integration with the Biodiversity Economy by leveraging NBES programmes (ecotourism) for leopard landscapes.	Number of NBES-aligned biodiversity economy programs that include leopard.	Lead: DFFE (Biodiversity Economy) Partners: CATHSSETA, Tourism Business Council, Private Reserves, NGOs	Ongoing	Med
3.2 Implement a standardised national framework for human-leopard conflict mitigation and response.	3.2.1 Contribute and provide input into the National GEF project (Reducing HWC through an evidence-based and integrated approach in Southern Africa).	HWC objectives of GEF project are met	Lead: DFFE (Biodiversity & Conservation) Partners: DALRRD, Provincial Disaster Management, NGOs	Y1-Y5	High

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Enabler 1. Sustainable Financing

Strategic Actions	Key Activities (Detailed)	Key Performance Indicator (KPI)	Lead & Key Partners	Timeline (Phase)	Priority
E1.1 Secure sustainable funding mechanisms that support multi-level leopard conservation initiatives.	E1.1.1 Explore and implement dynamic, effective, and sustainable funding mechanisms that support multi-level leopard conservation initiatives.	New funding streams identified and implemented	Lead: DFFE, Partners: Provincial Authorities, NGOs, Private Sector	Ongoing	High
	E1.1.2 Develop and implement the Biodiversity Management Agreements (BMA) for tax incentives for safeguarding leopards.	Number of signed BMAs	Lead: DFFE (Biodiversity Management) Partners: National Treasury	Y2-Y10	High
	E1.1.3 Secure long-term funding through public-private partnerships (PPPs), donor support, and conservation levies.	Number of active funding agreements (levies/contracts/pledges)	Lead: DFFE Partners: Provincial Authorities, NGOs, Private Sector	Ongoing	High

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Enabler 2. Participation, Communication, Education, and Awareness

Strategic Objective (Broad)	Specific Objective / Activity (Detailed)	Key Performance Indicator (KPI) / Result	Lead & Key Partners	Timeline (Phase)	Priority
E.2.1 Co-learn and promote widespread cultural awareness and education to foster pride, understanding, and support for leopard conservation.	E.2.2.1 Develop and implement a leopard communications strategy, integrating existing relevant communications initiatives (e.g. endangered species/predator-focussed).	Approved strategy and annual reports	Lead: DFFE (Communications) & SANBI Partners: Provincial Authorities, Department of Basic Education, Media Houses	Ongoing	High
	E.2.2.2 Leopard-related education integrated into stewardship/ranger roles, incorporating co-learning from communities living with leopards.	Number of communities receiving and participating in integrative learning	Lead: DFFE (Communications) & Provincial Authorities Partners: Department of Basic Education, Media Houses	Ongoing	High
E.2.2. Institutionalise inclusive, participatory sustainable use and governance.	2.3.1 Mandate seats for traditional leaders & health practitioners on the National Leopard Steering Committee and LICC.	Number of permanent seats Quarterly meetings with documented input.	Lead: DFFE (Biodiversity Management) Partners: CONTRALESA, National Khoi-San Council, Healer Associations	Y1-Y4	High

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Enabler 3. Legislative and Policy Reform

Strategic Objective (Broad)	Specific Objective / Activity (Detailed)	Key Performance Indicator (KPI) / Result	Lead & Key Partners	Timeline (Phase)	Priority
E.3.1 Enhance policy, legal, and enforcement frameworks that support inclusive, participatory leopard conservation.	E.3.1.1 Strengthen the national monitoring and reporting framework by increasing provincial and community capacity.	Number of provinces with dedicated monitoring officers/funds. Completeness and timeliness of provincial data submissions to national database.	Lead: DFFE (Biodiversity Monitoring) Partners: Provincial Authorities, NGOs	Y2-Y5	High
	E.3.1.2 Consolidate Provincial Guidelines to align permitting and enforcement with new national norms.	Schedule for alignment completed and published. Number of provinces that have amended their procedures.	Lead: DFFE (Biodiversity Management) Partners: Provincial Authorities	Y3-Y8	High
	E.3.1.3 Increase Enforcement Capacity via training for Environmental Management Inspectors (EMIs) and fostering SAPS collaboration.	Number of EMIs and SAPS members trained in wildlife crime investigation. Number of joint investigations initiated.	Lead: DFFE (Compliance & Enforcement) Partners: SAPS, NGO Wildlife Crime Units	Ongoing	High

CONTINUES ON PAGE 130 OF BOOK 2

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PART 2 OF 5

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

11. Implementation, Revision, Monitoring, and Evaluation

Progress, Review, and Adaptation Process

This Strategy serves as the national species recovery plan for leopards and provides direct inputs into provincial and national species recovery programmes. It is important that implementation is co-owned by all stakeholders, and initiatives by different stakeholders to lead processes will be supported and encouraged. A key element is establishing transparent reporting mechanisms with responsibility and accountability to all relevant stakeholders, including communities living with leopards.

A **Leopard Implementation Coordination Committee (LICC)** will be established within three months of the Strategy's publication, with formal Terms of Reference developed and approved by DFFE. The LICC serves as the primary implementation agent responsible for overseeing, coordinating, and reporting on Strategy implementation. The existing **Leopard Advisory Forum (LAF)** will serve as a reference group to the LICC, providing technical and stakeholder advice as needed.

The Strategy operates on a 5-year cycle, with an **Implementation Plan created and reviewed annually** (by the LICC) and actions revised when and if necessary based on implementation progress, new evidence, or changing circumstances. A formal **annual report** is submitted to the Minister of Forestry, Fisheries and the Environment each year, summarising progress, challenges, and any adaptations made to the Action Plan. The overall **Vision and Goals** are reviewed after 10 years, allowing sufficient time for meaningful ecological and social outcomes to manifest while maintaining long-term strategic direction.

The Way Forward

Moving forward, the focus must be on building institutional and social contexts to support implementation, including sustained funding, provincial capacity, legislative alignment, and collaborative approaches that reflect the aspirations of all stakeholders, especially those historically excluded from decision-making. The Strategic Action Plan provides the operational roadmap, structured around three core goals and containing over thirty activities, assigned priority levels and a phased five-year timeline, with clear lead institutions and accountability. This Plan achieves its vision by securing ecological connectivity, supporting cultural traditions through Indigenous knowledge integration and regulated access, advancing local livelihoods via predator-based economies and direct incentive mechanisms, and operationalising transformation through equitable governance, fair benefit-sharing, and sustainable development linked to the objectives of the Biodiversity Economy. Ultimately, sustained implementation, transparent reporting, and shared commitment from government, communities, civil society, and the private sector will determine success, redefining leopard conservation as a tool for national transformation that builds trust, delivers equitable benefits, and secures South Africa's natural and cultural heritage for future generations.

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DEPARTMENT OF HEALTH

NO. 7854 **28 August 2026**

PHARMACY ACT, 1974 (ACT No. 53 OF 1974)

REGULATIONS RELATING TO THE OWNERSHIP AND LICENSING OF PHARMACIES: AMENDMENT,2026

The Minister of Health intends, in consultation with the South African Pharmacy Council, in terms of section 49(1)*(a)* and (3), read with section 5 of the Pharmacy Act, 1974 (Act No. 53 of 1974), to make the regulations in the Schedule.

Interested persons are invited to submit substantiated comments or representations in writing on the proposed amendments to the Regulations, to the Director-General: Health, Private Bag X828, Pretoria, 0001 (for the attention of the Director: Public Entities Governance, Ms M Mushwana, Mihloti.mushwana@health.gov.za and Godfrey.tsebe@health.gov.za), within three months of the date of publication of this Notice.

DR PAKISHE AARON MOTSOALEDI, MP
MINISTER OF HEALTH
DATE: 18/7/2026

SCHEDULE

Definition

1. In these regulations any word or expression to which a meaning has been assigned in the Act shall bear such meaning and unless the context indicates otherwise

"Regulations" means the Regulations relating to the Ownership and Licensing of Pharmacies, published under Government Notice No. R. 553 of 25 April 2003.

Amendment of regulation 5 of the Regulations

2. Regulation 5 of the Regulations is hereby amended by substitution of regulation 5 for the following:

"**5. Ownership of consultant pharmacies** — only persons who are registered with the council as a pharmacist may own or have a beneficial interest in a consultant pharmacy".

Short title

3. These Regulations are called Regulations relating to the ownership and licensing of pharmacies: Amendment 2026.

NATIONAL TREASURY

NO. 7855 **28 August 2026**

I, E Godongwana, Minister of Finance, acting in terms of the Division of Revenue Act, 2026 (Act No. 9 of 2026), hereby publish in the attached Schedule -

(a) Stopping of allocations in respect of conditional allocations to provinces under the Act; and
(b) The re-allocation of conditional allocations to provinces.

For ease of reference only and where applicable, the attached Schedule reflects the allocations published in the Division of Revenue Act, 2026 as Column A, stopping of allocations and re-allocations in Column B and the total adjusted allocations in Column C.

This Government Notice is set out as follows:

Part 1: Conditional allocations; and
Part 2: Explanatory memorandum relating thereto.

ENOCH GODONGWANA, MP
MINISTER OF FINANCE
Date: 18/08/2026

Explanatory Memorandum to the Provincial Allocations set out in the Schedule

This *Gazette* is published in terms of the Division of Revenue Act, 2026 (Act No. 9 of 2026), and provides information on adjustments to existing allocations to provinces in the 2026/27 financial year.

This is necessitated by the need to stop the flow of funds in terms of Section 18 of the Division of Revenue Act, 2026, and to re-allocate the stopped funds to provinces, as approved in terms of Section 19 of the Division of Revenue Act, 2026.

This *Gazette* therefore updates information that was published in the Division of Revenue Act, 2026.

This notice affects the Public Transport Operations Grant (PTOG)

a) In compliance with Section 18 of the Division of Revenue Act, 2026:

- The national Department of Transport stops the transfer of funds to Eastern Cape (R28.554 million).

b) In compliance with Section 19 of the Division of Revenue Act, 2026:

- The national Department of Transport re-allocates the funds to Free State (R1.310 million), Gauteng (R11.451 million), KwaZulu-Natal (R5.492 million), Limpopo (R1.772 million), Mpumalanga (R2.983 million), Northern Cape (R266 000), North West (R549 000) and Western Cape (R4.731 million), following the revision of allocations.

SCHEDULE 4, PART A

ALLOCATIONS TO PROVINCES TO SUPPLEMENT THE FUNDING OF PROGRAMMES OR FUNCTIONS FUNDED FROM PROVINCIAL BUDGETS

Vote	Name of allocation	Purpose	Type of allocation	Province	Column A 2026/27 (Division of Revenue Act, 2026)	Column B 2026/27 Stopping and re-allocation after stopping of allocation	Column C 2026/27 Adjusted allocation
					R'000	R'000	R'000
Transport (Vote 40)	(b) Public Transport Operations Grant	To provide supplementary funding towards public transport services provided by provincial departments of transport.	Nationally assigned function to provinces	Eastern Cape	363 682		
				Free State	369 201		
				Gauteng	3 226 718		
				KwaZulu-Natal	1 547 216		
				Limpopo	499 080		
				Mpumalanga	840 343		
				Northern Cape	75 136		
				North West	154 447		
				Western Cape	1 332 746		
				TOTAL	**8 408 569**		
			Less: Stoppingt of allocation in terms of Section 18 of the Division of Revenue Act, 2026 (Act No.9 of 2026)	Eastern Cape		- 28 554	
				TOTAL		**- 28 554**	
			Plus: Re-allocation after stopping of allocation in terms of Section 19 of the Division of Revenue Act, 2026 (Act No. 9 of 2026)	Free State		1 310	
				Gauteng		11 451	
				KwaZulu-Natal		5 492	
				Limpopo		1 772	
				Mpumalanga		2 983	
				Northern Cape		266	
				North West		549	
				Western Cape		4 731	
				TOTAL		**28 554**	
			Revised allocations	**Eastern Cape**	**363 682**	**- 28 554**	**335 128**
				Free State	**369 201**	**1 310**	**370 511**
				Gauteng	**3 226 718**	**11 451**	**3 238 169**
				KwaZulu-Natal	**1 547 216**	**5 492**	**1 552 708**
				Limpopo	**499 080**	**1 772**	**500 852**
				Mpumalanga	**840 343**	**2 983**	**843 326**
				Northern Cape	**75 136**	**266**	**75 402**
				North West	**154 447**	**549**	**154 996**
				Western Cape	**1 332 746**	**4 731**	**1 337 477**
				TOTAL	**8 408 569**	**-**	**8 408 569**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 7856 **28 August 2026**

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, (ACT NO.22 OF 1994) AS AMENDED

CONSOLIDATION AND AMENDMENT OF GOVERNMENT GAZETTE NOTICE NO. 1864 OF 1999 AND NO. 1864 OF 1999 ON BEHALF OF BAROKOLOGADI BA GA MAOTOE COMMUNITY AND ACCEPTED AS PRIMA FACIE VALID BY THE REGIONAL LAND CLAIMS COMMISSIONER AS FOLLOWS:

Ref no	Claimant	Property description	District	Interested parties
AD 013	Mr. T Molwantwa and Legal Resource Centre	Rooderand 117 KP, Leeuwenhoek 112 KP, Tweedepoort 113 KP, Mooiplaats 94 KP, Genadendal 116 KP, Lotteringskop 115 KP, Doomhoek 134 KP, Wolwehoek 932 KP, Eerstepoort 136 KP.	Bojanala	Barokologadi CPA and State entities.

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **90 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim. The affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:
The Regional Land Claims Commissioner: North - West
Private Bag X 08
Mmabatho 2735
Tel: (018) 388 7000

Submissions may also be hand delivered to Cnr James Moroka and Sekame Drive, West Gallery, Mega city, Mmabatho.

MR. VICTOR TITIES
DEPUTY DIRECTOR: IMS
OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER
NORTH WEST PROVINCE
DATE: 23/6/2026

MR. LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
COMMISSION ON RESTITUTION OF LAND RIGHTS, SA
DATE: 22/06/2026

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 7857 **28 August 2026**

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicants, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General
c/o Deputy Director: Tenure Reform Implementation
Department of Land Reform and Rural Development

Eastern Cape Provincial Shared Services Centre
Block F, 15 Coutts Street
Ocean Terrace, Quigney
East London
File Reference:

OR

PO Box 1958
East London
5200

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1	Welcome Siyabulela Botha	600402 5908 08 4

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1	Portion 0 of farm 1826 King Williams' Town RD	Amathole District	T252/2011	National Government of the Republic of South Africa	-

For **DIRECTOR-GENERAL: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT**

SIGNED BY: MAPULI MOKAKWA

DEPUTY DIRECTOR: TENURE REFORM IMPLEMENTATION
DULY AUTHORISED

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 7858 **28 August 2026**

GENERAL NOTICE IN TERMS OF SECTION 11A (4) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED.

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended that an amendment is hereby made to the Gazette Notice 4402 of 2024, Government Gazette No. 50164. The amendment of this gazette is made to withdraw Portion 0 (Remaining Extent) of the farm Sabaani View 186 JT situated in the Thaba Chweu Local Municipality, Ehlanzeni District Municipality, Mpumalanga Province. The late Mr. Masoja Likhuleni lodged a land claim on behalf of his family.[KRP NO 10332]

Further investigations that were done by the Office of the Regional Land Claims Commissioner indicates that the Likhuleni family were dispossessed of their land rights from Portion 14(Remaining Extent) ,Portion 25, and Portion 37 of the farm Tevrede 178 JT.

Incorrect properties to be withdrawn from notice number 4402 of 2024

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARES)	ENDORSEMENTS/ENCUM BRANCES
Remaining Extent of Portion 0 of the farm Sabaani View 186 JT	Sabaaniview PTY LTD	T12178/2020	5950357H	I-99/2015C K6325/2004L IN FAVOUR OF MONDI SOUTH AFRICA LTD

GENERAL NOTICE IN TERMS OF SECTION (1) (C) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED.

Correct property under claim to be included in the gazette is on the Farm Tevrede 178 JT

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT (HECTARES)	ENDORSEMENTS/ ENCUMBRANCES
Remaining Extent Portion 14	Sabaan CPA	T68952012	20,4080 ha	N/A
Portion 25	Sabaan CPA	T19510/1959	29,9786ha	N/A
Portion 37	Sabaan CPA	T627071997	47,1652ha	N/A

The affected hectares on the land measures 15,0879ha in total extent.

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All interested parties should take note that the Officer of the Regional Land Claims Commissioner: Mpumalanga is investigating these land claims. Any party that has an interest in the above-mentioned properties is hereby invited to submit in writing within **30** days of publication of this notice, any comments, objections or information under reference number KRP 10332 to:

Submission may also be delivered to

The Regional Land Claims Commissioner: Mpumalanga Province

Private Bag X 11330
Nelspruit
Nelspruit
1200

OR

30 Samora Machel Drive
Restitution House
Nelspruit
1200

MR L H MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 2026/04/14

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 7859 **28 August 2026**

NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS ACT

(Act No. 5 of 2008), AS AMENDED THROUGH THE LEGAL METROLOGY ACT

(Act No. 9 of 2014)

COMPULSORY SPECIFICATION FOR ENERGY EFFICIENCY AND LABELLING OF ELECTRICAL OR ELECTRONIC APPLIANCES (VC 9008)

I, Mpho Parks Tau, the Minister of Trade, Industry and Competition, hereby under Section 13(1) of the National Regulator for Compulsory Specifications Act (Act 5 of 2008), declares the amendment to the compulsory specification for energy efficiency and labelling of electrical and electronic appliances (VC 9008) as set out in the attached schedule. The amendment to the compulsory specification shall be effective as per table 1 of the attached schedule:

- **Phase 1**, will be effective 12 months after the publication of this notice, and
- **Phase 2,** will be effective 24 months after the publication of this notice.

Mr Mpho Parks Tau, MP

Minister of Trade Industry and Competition

SCHEDULE

COMPULSORY SPECIFICATION FOR ENERGY EFFICIENCY AND LABELING OF ELECTRICAL OR ELECTRONIC APPLIANCES (VC 9008)

1. SCOPE

This compulsory specification covers minimum energy and performance standards and energy efficiency labeling requirements of the following electrical and electronic appliances or equipment:

- Connected to alternative current (a.c.) mains power source, or
- Connected to any other electrical power source (power adapter, external power suppliers, battery charger, AC/DC converter, battery charger.) which is connected to the a.c. mains.

1.1 air conditioners and heat pumps: all kinds designed to be fixed to a window, wall or ceiling or floor, self-contained, ducted, portable or split-system, not exceeding 16kW (55 000 btu/h) cooling output;

1.2 audio, video, and related equipment, such as television sets and computer monitors, video recording equipment, set top boxes, media streaming devices and audio equipment:

1.3 dishwashers;

1.4 electric ovens;

1.5 refrigerators and freezers;

1.6 tumble dryers;

1.7 washer-dryer combinations; and

1.8 automatic washing machines (top loaders and front loaders)

1.9 The requirements of this compulsory specification do not apply to:

1.9.1 Electrical and electronic appliances or equipment that are directly powered by non-rechargeable batteries, rechargeable batteries intended to be removed from the product when they are being charged and alternative renewable energy (such as solar and wind energy).

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2. DEFINITIONS

2.1 For the purposes of this document, the definitions in, SANS\ISO 5151, SANS \ISO16358-1, SANS\ISO 16358-2, SANS\ISO 16358-3, SANS\ISO 18326, SANS\ISO 13253, SANS\IEC 62301, SANS\IEC 60456, SANS\IEC 61121, SANS\IEC 62087, and SANS 62552-1, SANS 62552-2, SANS 62552-3, SANS\IEC 60436, SANS\IEC 6062512 apply.

2.2 In addition, the following definitions shall apply:

2.2.1 **applicant**: The manufacturer or importer seeking approval of electrical or electronic appliance(s). The applicant shall be an existing legal entity within the Republic of South Africa.

2.2.2 **approval**: Confirmation by the NRCS that a particular electrical/electronic appliances type satisfies the requirements of this compulsory specification.

2.2.3 **declaration report**: a report, that is issued by an accredited conformity assessment body, indicating the equivalence of products and/or standards.

2.2.4 **NRCS**: The National Regulator for Compulsory Specifications as established by the National Regulator for Compulsory Specifications Act, 2008 (Act No. 5 of 2008).

2.2.5 **proof of approval**: documented evidence of conformity with the requirements of this compulsory specification.

2.2.6 **valid test report**: an original certificate or a certified copy of an original test report.

2.2.7 **valid certificate of conformity**: an original certificate or a certified copy of an original certificate of conformity.

2.2.8 **Off mode power:** The equipment provides no functions that depend on an external power source. The equipment cannot be switched into any other mode with the remote control unit, or an external or internal signal

2.2.9 **Standby power mode for electrical and electronic appliances:** mode where the energy use is connected to a power source and offers one or more of the following user oriented or protective functions which usually persist

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- **reactivation function**: to facilitate the activation of other **modes** (including activation or deactivation of **active mode**) by remote switch (including remote control), internal sensor, timer;
- Continuous **function**: information or status displays including clocks, sensor-based function.

2.2.10 **Network standby:** a condition in which the electrical\electronic appliance is able to resume a function by way of a remotely (signal that comes from outside the equipment via a network) initiated trigger from a network connection;

2.2.11 **Electrical/electronic appliances with high network availability (HiNA) functionality:** equipment that has the functionality of a router, network switch, wireless network access point or combination thereof.

2.2.12 **Complex Set Top Box: is** a device equipped to allow conditional access or digital rights protection by descrambling using dynamically allocated keys, where the primary function of the device is the reception, descrambling and processing of data from digital broadcasting streams and related services including protecting the content in transport and on the platform.

3. GENERAL REQUIREMENTS

3.1 The applicant shall ensure that each type of apparatus has been approved by the NRCS before offering it for sale, in accordance with the requirements of Annex A.

3.2 The applicant shall inform the NRCS of any change in design or materials affecting any mandatory requirement in terms of this compulsory specification. In the event of such change(s) the NRCS may, at its discretion, demand that the applicant submits a new application for approval.

3.3 The applicant shall, on request, provide the NRCS, within 5 working days, with satisfactory proof of approval in respect of any type of electrical or electronic appliance(s) included in the scope of this compulsory specification.

3.4 Failure to provide such proof shall constitute reasonable grounds for suspicion of non-compliance with the requirements of this compulsory specification.

4. SPECIFIC REQUIREMENTS

4.1 The **off mode** consumption of electrical or electronic appliance shall not exceed 0,5 W, when tested in accordance with SANS 62031 or SANS 62087 series of standards.

4.2 The **standby power** consumption of electrical or electronic appliance in any condition providing only a reactivation function, or providing only a reactivation function and an indication of enabled reactivation function, shall not exceed **0,5 W,** when tested in accordance with **SANS 62031 or SANS 62087 series of standards**.

4.3 The **standby power** consumption for electrical or electronic appliances in any condition providing only information or status display,or providing only **a combination** of reactivation function and information or status display, or providing only a reactivation function and an indication of enabled reactivation function and information or status display shall not exceed **1,0 W**, when tested in accordance with **SANS 62031 or SANS 62087 series of standards.**

4.4 The **network standby power** consumption of networked electrical/electronic appliances, other than electrical/electronic appliances with HiNA functionality, shall not exceed **2,0 W**, when tested in accordance with **SANS 62031 or SANS 62087 series of standards.**

4.5 The **network standby power consumption** of electrical or electronic appliances with HiNA functionality and **complex set top boxes**, shall not exceed **8,0 W**, when tested in accordance with **SANS 62031 or SANS 62087 series of standards.**

4.6 Electrical and Electronic Appliances or Equipment that **do not have an off mode or a standby power or a network standby mode** are exempted from the relevant above requirement in 4.1, 4.2, 4.3, 4.4 and 4.5 of this compulsory specification.

4.7 The following electrical or electronic appliances in section 1 of this compulsory specification shall comply with the following minimum energy efficiency

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standard (MEPS) in table 1 below when tested in accordance with the applicable standard(s):

Electrical/Electrical appliance	**MEPS: Phase 1**	**MEPS: Phase 2**	**Applicable tests standards (the relevant MEPS classification shall be as per the SANS standards)**
Air Conditioners	G	F	SANS\ISO 5151, SANS\ISO 16358-1, SANS\ISO 16358-2, SANS\ISO 16358-3, SANS\ISO 5151, SANS\ISO 18326, SANS\ISO 13253
Heat Pumps	G	F	
Portable Air Conditioners/Heat Pump	G	G	
Refrigerators & Freezers	G	F	SANS\IEC 62552-1, SANS\IEC 62552-2, SANS\IEC 62552-3
Electric Ovens	D	D	SANS\IEC 60350-1
Dishwashers	E	E	SANS\IEC 60436
Washing Machines (Front Loaders)	E	E	SANS\IEC 60456
Washing Machine (Top Loaders)	G	F	SANS\IEC 60456
Washer-dryer combinations	F	F	SANS\IEC 62512
Tumble-dryers	E	E	SANS\IEC 61121

4.8 All electrical or electronic appliances shall comply with the latest energy efficiency label published by the Department of Electricity and Energy (DEE) of South Africa.

4.9 Refrigerants used in air conditioners, refrigerators and freezers shall comply with the latest refrigerant regulations published by the Department of Environment, Forestry and Fisheries.

5. EQUIVALENCE OF STANDARDS

Standards issued by different national or regional standardization bodies, will only be accepted if it is proven, in the form of a declaration report from an accredited conformity assessment body, that they are technically equivalent to the relevant South African National Standard or referred by this compulsory specification. The applicant shall be responsible for obtaining such a declaration report. Proof of conformity with such a standard shall be accepted as conformity with the corresponding South African National Standard.

6. CONFORMITY TO REFERENCED STANDARDS

6.1 For the purposes of this compulsory specification, a new edition of a referenced standard shall become effective twelve (12) months from the date of publication as a South African National Standard.

6.2 New products, or products resubmitted for approval because of a change in design or materials, shall in all cases be evaluated against the requirements of the latest edition of any referenced standard.

6.3 When a new edition of a referenced standard is published, products originally approved in accordance with the previous edition of that standard may have their approval extended for up to five years from the effective date of the new standard, subject to the requirements of Annex A, unless declared otherwise by the Minister.

7. EVIDENCE OF CONFORMITY

The following forms of evidence shall be submitted to the NRCS as proof of conformity with the requirements of this compulsory specification:

7.1 Test reports in IEC format or any equivalent format acceptable to the NRCS and issued by an appropriately accredited and internationally recognized body being a member of an IAF/ILAC/IECEE mutual recognition scheme in accordance with the NRCS's conformity assessment policy.

7.2 The test reports shall prove conformity with all the applicable mandatory requirements.

7.3 Evidence of conformity shall be traceable to the specific apparatus.

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ANNEX A - APPROVAL OF ELECRTICAL OR ELECTRONIC APPLIANCES

A.1 APPLICATION FOR APPROVAL

An application for approval of each type of electrical or electronic appliance intended for sale shall include:

A.1.1 Details of the type of electrical or electronic appliance for which approval is sought and the standard(s) to which it is claimed to conform;

A.1.2 Details of the manufacturing plant(s) in which the electrical or electronic appliances(s) type is produced;

A.1.3 For new applications, proof of conformity, with all the requirements of this compulsory specification, issued less than 36 months before the date of submission to the NRCS;

A.1.4 On expiry of the approval, an application for an extension may be granted, provided that all the conditions of the previous approval were met. In this case, proof of compliance, with all the requirements of the relevant compulsory specification, issued less than 60 months before the date of submission to the NRCS, shall be required;

A.1.5 Identification markings and other information appearing on the product; and

A.1.6 Any reasonable additional information in order to clarify the above that may be requested by the NRCS.

A.2 APPROVAL

A.2.1 The NRCS shall assess the evidence of conformity supplied by the applicant and shall decide to grant approval or not, at its sole discretion.

A.2.2 The NRCS shall assign a unique number to each approval.

A.2.3 The NRCS shall issue a letter of authority certificate (LOA) for each successful application, to the applicant, when all the requirements have been met. The validity period of an LOA shall be three (3) years and three (3) years for an extension.

A.2.4 The approval granted with respect to each type of Electrical/Electronic Apparatus that is pursuant to this compulsory specification may be withdrawn at any

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time, after the manufacturer has been notified in writing, if the requirements have not been met or maintained.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 7860 **28 August 2026**

NOTICE IN TERMS OF SECTION 10(6) OF THE COMPETITION ACT NO. 89 OF 1998 (AS AMENDED)

THE COMPETITION COMMISSION OF SOUTH AFRICA

THE ASSOCIATION OF COMMS AND TECHNOLOGY AND THE VARIOUS MOBILE NETWORK OPERATORS: CASE NUMBER (2026JUL0051)

NOTICE OF APPLICATION FOR AN EXEMPTION

1. Notice is hereby given in terms of section 10(6)(a) of the Competition Act, No. 89 of 1998, as amended ("**the Act**"), that the Association of Comms and Technology (hereinafter collectively referred to as ("**the Applicant**"), acting on behalf of its members, being the various Mobile Network Operators ("**MNOs**"), has applied to the Competition Commission ("**the Commission**") in terms of section 10(1) of the Act for an exemption from certain provisions of Chapter 2 of the Act. The exemption is sought to enable the Applicant and its members to engage in conduct that may otherwise contravene Chapter 2 of the Act.

2. The Applicant is a not-for-profit company and public benefit organisation registered with the Companies and Intellectual Property Commission on 28 October 2021. It was established as an industry body representing six major telecommunications operators.

3. The Applicant and its members intend to coordinate and share limited planning information among its members for the deployment of passive telecommunications infrastructure[1] in rural, remote and under-served areas (**also referred to as Qualifying Areas**). The Applicant proposes that this coordination be managed through an Independent Third Party ("**ITP**"), which would receive, aggregate and anonymise the relevant planning information. The ITP would also identify infrastructure gaps and potential opportunities for coordinated investment. According to the Applicant, this arrangement is intended to improve the viability of infrastructure rollout, avoid unnecessary duplication and accelerate deployment in areas where connectivity is most urgently required. The proposed coordination is limited to passive infrastructure deployment in Qualifying Areas and does not extend to active network elements, retail pricing, customer allocation, market allocation, product strategy,

[1] For purposes of this notice, "**passive telecommunications infrastructure**" refers to towers, ducts, masts, shelters and power supply, together with active network equipment required to transmit communications signals, backhaul-related civil infrastructure and associated facilities.

network quality parameters or any other competitively sensitive commercial conduct through which MNOs ordinarily compete.

4. The Applicant submits that broadband and mobile connectivity are central to South Africa's economic development, digital inclusion and the effective delivery of public and private services. It further submits that broadband is a foundational component of South Africa's digital transformation and supports the effective discharge of government mandates. In this regard, South Africa's 2013 Broadband Policy gives effect to the National Development Plan's vision of seamless information infrastructure by 2030 by recognising broadband as integral to economic enterprise, active citizenship, social engagement and innovation. The 2023 National Policy on Rapid Deployment similarly identifies broadband networks as key infrastructure for achieving national socio-economic development objectives.

5. However, several impediments continue to constrain coordinated infrastructure deployment, particularly in rural, remote and under-served areas. Although broadband coverage has expanded in urban and commercially viable areas, material coverage gaps persist in deep rural, low-density and under-serviced communities. The Applicant submits that broadband rollout in these areas remains constrained by a combination of structural and economic factors, including the following:

    5.1. ***Low population density***: Rural and remote areas generally have lower population densities and lower demand for telecommunications services. This may make it difficult for operators to justify the high fixed costs of deploying network infrastructure in those areas, particularly where projected local revenue is insufficient to recover the investment. As a result, independent rollout is often commercially unattractive, contributing to persistent coverage gaps.

    5.2. ***High infrastructure costs***: The most capital-intensive components of network deployment include site preparation and civil works, power infrastructure and backup energy systems, transmission and backhaul connectivity, security and maintenance. These costs are significantly higher in rural areas than in urban areas.

    5.3. ***Lack of supporting infrastructure***: Many rural areas lack reliable roads, a stable electricity supply, and existing telecommunications infrastructure. As a result, operators must build supporting infrastructure before network deployment can even begin. Non-existent road networks and lack of proximity to the national electrical

power grid may result in exorbitant upfront capital for greenfield access road construction.

5.4. ***Geographic and terrain challenges***: Mountainous terrain and remote locations increase engineering requirements. This forces operators to accept sub-optimal locations or to build taller and more expensive towers to achieve adequate coverage, while long distances increase transmission and fibre backhaul costs.

5.5. ***Information and Planning Constraints***: Operators lack visibility of aggregate demand and competitors' infrastructure plans. Without a lawful mechanism to exchange limited planning information, opportunities for coordinated deployment are missed.

5.6. ***Regulatory limitations***: The current facilities-leasing framework mainly applies after infrastructure has been deployed, as it permits sharing only once infrastructure has already been built. It therefore does not provide a practical mechanism for operators to coordinate during the early stages of deployment, including planning, site selection, rollout sequencing and network design. In addition, competition law concerns restrict operators from exchanging forward-looking planning information among themselves.

5.7. ***Poor infrastructure mapping and geographic information system*** ("***GIS data")***: The rationale document identifies incomplete and outdated infrastructure mapping, limited transparency regarding existing infrastructure and coverage gaps, and weak coordination between regulators and operators.

5.8. **Redundant unilateral deployments.** Operators currently tend to deploy infrastructure independently. This can result in unnecessary duplication of costs, particularly for foundational network requirements such as backup power.

6. For these reasons, independent MNO deployment in some Qualifying Areas may be commercially unattractive, resulting in persistent connectivity gaps and slower progress toward universal access. The Applicant submits that recent regulatory developments promote infrastructure sharing and coordinated network rollout. The Draft Policy on Electronic Communications Network Deployment, published on 12 March 2026, seeks to reduce infrastructure duplication, while ICASA's Draft Regulations of 10 April 2026 encourage collaboration among licensees in deployment efforts. These instruments

include GIS-related requirements intended to improve planning and reduce conflicts by requiring the collection of data on existing infrastructure and planned investments.

7. Despite these regulatory developments, the Applicant submits that the current framework remains largely procedural and does not provide a practical mechanism for the type of coordination required to address existing deployment challenges. In particular, it does not establish a clear system for lawful information sharing, joint planning, site selection or decision-making among mobile network operators. Although the framework promotes cooperation and infrastructure sharing, the Applicant argues that it does not sufficiently address the competition law risks that may arise from coordination under the Competition Act. As a result, the Applicant submits that operators remain constrained in their ability to coordinate without risking contravention of the law.

8. The Applicant argues that the absence of a lawful mechanism for sharing detailed, forward-looking coordination information may result in inefficient infrastructure deployment. This includes infrastructure being built without adequate planning for future sharing, unnecessary duplication of construction efforts and delayed rollout in areas where independent deployment is not financially viable. According to the Applicant, these inefficiencies undermine the broader objective of expanding connectivity to under-served communities in an efficient and coordinated manner.

9. For the reasons outlined above, Applicant seeks an exemption in respect of the following potentially anti-competitive practices and agreements:

    9.1. Coordination at infrastructure planning stage, including: the identification of priority under-served areas;
    9.2. Collaboration in Qualifying Areas where such sharing will yield the greatest developmental benefits.
    9.3. Alignment on site location and rollout sequencing; and the consideration of shared or co-located passive infrastructure design; and
    9.4. Consideration of shared or co-located passive infrastructure design, consistent with open, fair and non-discriminatory access principles.

10. The Applicant submits that the practices and agreements contemplated in its application:

10.1. will promote effective entry into participation or expansion within a market by small and medium businesses or firms controlled or owned by historically disadvantaged persons in terms of section 10(3)(b)(ii);

10.2. change in productive capacity necessary to stop decline in an industry in terms of section10(3)(b)(iii); and

10.3. will increase competitiveness and efficiency gains that promote employment or industrial expansion in terms of section 10(3)(b)(v).

11. The Applicant is requesting the Commission to grant the exemption from certain provisions of Chapter 2 of the Act for a period of 5 years from the date the exemption is granted and/or conditionally granted.

12. Notice is hereby given in terms of section 10(6)(b) of the Act to allow interested parties twenty (20) business days from the date of the publication of this notice to make written representations to the Commission as to why the exemption should, or should not, be granted.

13. All representations and submissions must be directed to:

Ms Mamontshi Keleme
Competition Commission South Africa
Market Conduct Division
Email: Mamontshik@compcom.co.za

Mr Tlabo Mabye
Competition Commission South Africa
Market Conduct Division
Email: TlaboM@compcom.co.za

14. Kindly use the following case number when sending correspondence in relation to this notice: **2026JUL0051**.

DEPARTMENT OF TRANSPORT

NO. 7861 **28 August 2026**

CIVIL AVIATION ACT, 2009 (ACT NO. 13 of 2009)

THIRTY-FIFTH AMENDMENT OF THE CIVIL AVIATION REGULATIONS, 2026

(Implementation of Activity-Based Costing Model)

(The English Text is the official text of the Regulations)

I, Barbara D. Creecy, Minister of Transport, hereby, in terms section 155(1) of the Civil Aviation Act, 2009 (Act No. 13 of 2009), make the Regulations set out in the Schedule hereunder.

Ms Barbara D. Creecy, MP
Minister of Transport
Date: 12 August 2026

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SCHEDULE

CIVIL AVIATION ACT, 2009 (ACT NO. 13 OF 2009)

THIRTY-FIFTH AMENDMENT OF THE CIVIL AVIATION REGULATIONS, 2026
(Implementation of Activity-Based Costing Model)

GENERAL EXPLANATORY NOTE:

[ ] Words in bold type in square brackets indicate omissions from existing regulations.

_____ Words underlined with a solid line indicate insertions to existing regulations.

Definition

1. In this Schedule "the Regulations" means the Civil Aviation Regulations, 2011 published by Government Notice No. R. 425 dated 1 June 2012, as amended.

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Amendment of Part 187 of the Regulations

2. Part 187 is hereby replaced with the following Part:

"SUBPART 1: USER FEES

Fees relating to Part 11 (Exemptions and notifying differences)

187.01.1 The following fees are payable:

	R
(a) for an exemption	3,611.00
(b) for an exemption to be considered on an urgent basis	8,436.00

Fees relating to Part 21 (Certification Procedure for Products and Parts)

187.01.2 (1) The following fees are payable:

	R
(a) for application for issuance of a type certificate for Class I products or an amendment thereof	2,671.00
(b) for a type certification approval evaluation, per type, for Class I products of terms of regulation 21.02.2, per hour	1,084.00

(c) for issuance of a type of acceptance certificate for Class I products or an amendment thereof in terms of regulation 21.04.2	2,671.00
(d) for an application for type acceptance certification approval evaluation per type for Class I products in terms of regulation 21.04.2, per hour	1,084.00
(e) for issuance of an STC or an amendment thereof in terms of regulation 21.05.2	1,819.00
(f) for issuance of a production certificate or an amendment thereof in terms of regulation 21.07.2	2,665.00
(g) for amendment of a standard or restricted certificate of airworthiness	1,258.00
(h) for issuance of an experimental certificate of airworthiness in terms of regulation 21.08.3 in respect of the following:	
(i) an aircraft with MCM exceeding 5 700 kg	5,230.00
(ii) an aircraft with MCM of 5 700kg or less	2,603.00
(iii) for amendment of an experimental certificate in terms of regulation 21.08.3	1,258.00
(i) for issuance of a special flight permit in terms of regulation 21.08.7	657.00
(j) for amendment of a special flight permit	229.00

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(k) for application for issuance of a ZA-PMA in terms of regulation 21.09.3	1,389.00
(l) for review of submitted documentation for purposes of issuance of ZA-PMA, per hour	1,084.00
(m) for application for issuance of a ZA-TSO authorisation in terms of regulation 21.12.2	1,389.00
(n) for review of submitted documentation for purposes of issuance ZA-TSO authorisation, per hour	1,084.00
(o) for issuance of a duplicate of any certificate, approval, or authorisation issued under Part 21	525.00
(p) for application for approval of a major change in type design in terms of regulation 21.03.3	2,183.00

(2) The following fees are payable per corresponding weight category in respect of the issuance or re-issuance of a standard or restricted certificate of airworthiness in terms of regulation 21.08.3, or an export airworthiness approval in respect of Class 1 product in terms of regulation 21.11.2:

TABLE 1

Weight Category	**Issue or reissue of Certificate of airworthiness or Export airworthiness Approval**	**Renewal of certificate of airworthiness**
0-1 800 kg	**R**	**R**
	7,002.00	1,433.00

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1 801-3 600	8,785.00	2,134.00
3 601-5 700 kg	10,394.00	2,867.00
5 701-20 000 kg	13,971.00	4,300.00
20 001-50 000 kg	21,161.00	5,745.00
50 001 kg +	27,790.00	8,446.00

Fees relating to Part 24 (Airworthiness Non-type Certificated Aircraft)

187.01.3 The following fees are payable:

	R
(a) for issuance of an authority to fly in terms of regulation 24.02.1	459.00
(b) for amendment of an authority to fly in terms of regulation 24.02.1	459.00
(c) for issuance of proving flight authority, extension or an amendment thereof in terms of regulation 24.02.2	459.00
(d) for issuance of a special flight permit in terms of regulation 24.02.4	657.00
(e) for amendment of a special flight permit	229.00

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(f) for currency fee on the anniversary of authority to fly in terms of regulation 24.02.8	459.00
(g) for issuance of a type of approval in terms of regulation 24.02.10	2,428.00
(h) for amendment of a type of approval in terms of regulation 24.02.10	1,983.00
(i) for issuance of an amateur-built aircraft number in terms of regulation 24.01.2(2)(a)	631.00
(j) for amendment of the amateur-built aircraft number in terms of regulation 24.01.2(2)(a)	631.00

Fees relating to Part 36 (Aircraft noise)

187.01.4 The following fees are payable:

(a) for issuance of a noise certificate in terms of regulation 36.02.5	962.00

Fees relating to Part 43 (General Maintenance Rules)

187.01.5 The following fees are payable:

	R

(a) for approval of a modification, repairs, and installation on an aircraft in terms of regulation 43.02.15	810.00
(b) for approval of repairs, and installation on an aircraft in terms of regulation 43.02.17	810.00
(c) for evaluation of documentation for purposes of approval of modification, repairs, and installation on an aircraft, per hour	1,084.00

Fees relating to Part 47 (Registration and Marking)

187.01.6 The following fees are payable:

	R
(a) for registration of aircraft in terms of regulation 47.02.1	922.00
(b) for amendment of a certificate of registration in terms of regulation 47.02.4	725.00
(c) for issuance of a replacement certificate of registration in terms of regulation 47.02.5	725.00
(d) for cancellation of a certificate of registration in terms of regulation 47.02.7	922.00
(e) for allocation of special registration marks in terms of regulation 47.01.4	3,807.00
(f) for re-allocation of aircraft registration marks in terms of regulation 47.02.9	3,807.00
(g) for transfer or change of ownership	870.00

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Fees relating to Part 48 (Leasing of Aircraft)

187.01.7 The following fees are payable:

(a) for approval of dry lease-in of aircraft in terms of regulation 48.03.1	4,702.00
(b) for approval of dry lease-out of aircraft in terms of regulation 48.03.2	4,702.00
(c) for approval of wet lease-in of aircraft in terms of regulation 48.03.3	4,702.00
(d) for approval of wet lease-out of aircraft in terms of regulation 48.03.4	4,914.00

Fees relating to Part 60 (Flight Simulator Training Devices)

187.01.8 The following fees are payable:

(a) for initial qualification of an FFS per registration	25,958.00
(b) for initial qualification of a Flight and Navigation and Procedure Trainer I/II	9,846.00
(c) for initial qualification of a Flight Training Device I/II	7,714.00
(d) for initial qualification of a BITD	5,644.00
(e) as annual currency fees for renewal or validation of an FFS per registration	22,391.00

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(f) as annual currency fees for renewal or validation of FNPT I, FNPT II (per registration)	7,877.00
(g) as annual currency fees for renewal or validation of FTD I, FTD II per registration	5,744.00
(h) as annual currency fees for renewal or validation of BITD per registration	3,675.00
(i) for re-qualification of an FFS, including repositioning inspection and qualification	25,958.00
(j) for issuance of an annual user certificate for a third-party user of FSTD	2,153.00
(k) for initial submission of an FSTD QMS manual for the first 4 hours, thereafter the hourly rate applies	6,248.00
(l) for approval of the following amendments to an FSTD QMS manual, per hour	1,084.00
(m) for an inspector for the approval time, per hour	1,084.00

Fees relating to Part 61 (Pilot Licensing)

187.01.9 The following fees are payable:

	R
(a) for validation of the following licences:	

(i) ATPL	1,455.00
(ii) CPL	1,327.00
(iii) PPL	895.00
(b) for conversion of a foreign licence	974.00
(c) for verification of a South African licence	836.00
(d) for issuance or re-issuance of the following licences:	
(i) SPL	847.00
(ii) PPL	1,082.00
(iii) CPL	1,355.00
(iv) ATPL	1,482.00
(e) for issuance or re-issuance of any rating that will be reflected on a licence–	
(i) instructor rating for Category A and B for aeroplane and helicopter	1,058.00
(ii) any other rating	651.00
(f) for instructor rating renewal	1,521.00
(g) for the following examination in respect of any pilot licence or rating, per subject:	
(i) on-line PPL examination	427.00
(ii) on-line CPL examinations	796.00

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(iii) on-line ATPL examinations	1,117.00
(h) for re-marking of examination in respect of any pilot licence or rating, per subject	
(i) On-line PPL examinations	759.00
(ii) On-line CPL examinations	920.00
(iii) On-line ATPL examinations	1,241.00
(i) for issuance of the following duplicate pilot licences:	
(i) SPL	745.00
(ii) PPL	900.00
(iii) CPL	1,347.00
(iv) ATPL	1,460.00
(j) for the annual currency of the following licences:	
(i) SPL	652.00
(ii) CPL	918.00
(iii) ATPL	1,042.00
(k) for the biennial currency of PPL	1,463.00
(l) for initial designation and renewal of the following examiners:	
(i) flight examiner	1,992.00

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(ii) radiotelephone operator examiner	1,532.00
(m) for monitoring the process of flight instructor Grade 1 upgrade	1,992.00

Fees relating to Part 62 (National Pilot Licensing)

187.01.10 The following fees are applicable:

(a) for validation of a foreign pilot licence and rating in terms of regulation 62.01.15	895.00
(b) for issuance or re-issuance of the following pilot licences:	
(i) national pilot learner certificate in terms of regulation 62.02.5	847.00
(ii) NPL in terms of regulation 62.03.2	943.00
(c) for issuance or re-issuance of any of the following ratings that will be reflected on a licence:	
(i) instructor rating in terms of regulation 62.09.6	1,058.00
(ii) any other rating	651.00
(iii) Part 96 authorisation in terms of regulation 62.14.7	978.00
(d) for the following examination in respect of any pilot licence or rating:	

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(i) online NPL exam for a new licence (per subject)	471.00
(ii) online NPL exam for category conversion (per subject)	313.00
(e) for annual currency of national pilot learner certificate in terms of regulation 62.02.7	616.00
(f) for biennial currency of national pilot license in terms of regulation 62.01.9	1,463.00
(g) for issuance of the following duplicate licences:	
(i) national pilot learner certificate	745.00
(ii) NPL	842.00

Fees relating to Part 63 (Flight Engineer Licensing)

187.01.11 The following fees are payable:

	R
(a) for validation of a flight engineer licence	1327.00
(b) for issuance or re-issuance of a flight engineer licence	1347.00

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(c) for issuance or re-issuance of the following ratings that will be reflected on a flight engineer licence:	
(i) flight engineer instructor rating	1,058.00
(ii) any other rating	651.00
(d) for issuance of a duplicate flight engineer licence	1,347.00
(e) for annual currency of a flight engineer licence	846.00

Fees relating to Part 64 (Cabin Crew Licensing)

187.01.12 The following fees are payable: **R**

(a) for issuance or re-issuance of a cabin crew member licence	947.00
(b) for an online examination in respect of any cabin crew member licence or rating, per subject	635.00
(c) for re-marking of examination in respect of any cabin crew member licence or rating, per subject	759.00
(d) for issuance of a duplicate cabin crew member licence	947.00
(e) for annual currency and revalidation of competency of a cabin crew member licence	646.00
(f) for issuance, maintenance or renewal of designation of a cabin crew member examiner	1,669.00

(g) for validation of a cabin crew member licence or equivalent document	1,119.00
(h) licence verification	836.00
(i) endorsement of a rating	805.00
(j) verification of exam results	836.00
(k) for issuance, maintenance or renewal of designation as a cabin crew safety instructor	1,224.00

Fees relating to Part 65 (Air traffic service personnel Licensing)

187.01.13 The following fees are payable:

	R
(a) for conversion of a foreign ATS licence rating	1,097.00
(b) for issuance or re-issuance of an ATS licence	1,347.00
(c) for addition of a rating to an ATS licence	651.00
(d) for endorsement of an ATS licence	651.00
(e) for issuance of a duplicate ATS licence	1,347.00
(f) for currency of an ATS licence	846.00

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(g) licence verification	836.00

Fees relating to Part 66 (Aircraft Maintenance Engineer Licensing)

187.01.14 The following fees are payable:

	R
(a) for validation of an AME licence	1,393.00
(b) for issuance or re-issuance of an AME licence	1,413.00
(c) for amendment of or addition to an AME licence	782.00
(d) for renewal of an AME licence	1,174.00
(e) for issuance of a duplicate AME licence	1,428.00
(f) for writing and re-marking of examinations in respect of any AME licence or rating, per subject	752.00
(g) for initial issuance of an approved person certificate	922.00
(h) for biennial renewal of an approved person certificate	1,069.00
(i) for issuance of a Grade I or II instructor's rating	1,284.00

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(j) for renewal of Grade I or II instructor's rating	1,206.00
(k) for verification of examination	836.00
(l) for licence verification	836.00

Fees relating to Part 67 (Medical Certification)

187.01.15 The following fees are payable:

	R
(a) for appeal against being declared medically unfit	12,337.00
(b) for initial designation of the following local and designated foreign medical examiners:	
(i) senior medical examiner	5,728.00
(ii) regular medical examiner	4,284.00
(c) for renewal designation of the following designated aviation medical examiners:	
(i) senior medical examiner	5,728.00
(ii) regular medical examiner	4,284.00
(d) for designation of medical cabin first aid crew examiners:	
(i) cabin crew first aid examiner	1,575.00
(ii) cabin crew first aid instructor	1,575.00
(e) for an application for an extension of a medical certificate, per hour	1,084.00

(f) for medical validation and foreign medical examination, per hour	1,084.00
(g) for any other services to be provided, including practical flight tests, per hour	1,084.00

Fees relating to Part 68 (Glider Pilot Licensing)

187.01.16 The following fees are payable:

	R
(a) for issuance or re-issuance of the following licences:	
(i) glider pilot licence in terms of regulation 68.03.7	943.00
(ii) student glider pilot licence in terms of regulation 68.02.5	847.00
(b) for validation of a foreign glider pilot licence in terms of regulation 68.01.9	902.00
(c) for issuance of a duplicate of the following licences:	
(i) glider pilot licence	835.00
(ii) student glider pilot licence	738.00
(d) for annual currency of student glider pilot licence in terms of regulation 68.02.7	609.00
(e) for biennial currency of glider pilot licence in terms of regulation 68.01.4	1,317.00

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(f) for issuance or re-issuance of the following that will be reflected on a licence:	
(i) instructor rating in terms of regulation 68.04.6	1,028.00
(ii) any other rating	651.00
(g) for instructor rating renewal in terms of regulation 68.04.6	819.00
(h) for the following examinations in respect of any of the following licence or rating:	
(i) online for a new licence, per subject	467.00
(ii) online for category conversion or other, per subject	313.00

Fees relating to Part 69 (Free Balloon Pilot Licensing)

187.01.17 The following fees are payable:

	R
(a) for issuance or re-issuance of a free balloon pilot licence	1,082.00
(b) for validation of a free balloon pilot licence	887.00
(c) for the issuance of a duplicate of a free balloon pilot licence	900.00
(d) for the biennial currency of a free balloon pilot licence	1,463.00

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(e) for licence verification	836.00
(f) for endorsement of a rating	638.00
(g) for verification of examination results	836.00

Fees relating to Part 71 (RPAS Personnel Licensing)

187.01.18 The following fees are payable:

	R
(a) in respect of aviation personnel licensing—	
(i) for issuance or re-issuance of RPC	1,068.00
(ii) for issuance of instructor rating for RPC	876.00
(iii) examinations online per subject	471.00
(iv) issuance of a duplicate RPC	900.00
(v) revalidation of RPC	1,033.00
(vi) initial designation of an examiner	1,319.00
(vii) radiotelephone operator examiner	1,533.00

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(viii) licence verification	836.00
(ix) endorsement of a rating	636.00
(x) verification of examination results	836.00
(b) in respect of RMT authorisation—	
(i) for issuance or re-issuance of RMT authorisation	1,192.00
(ii) for amendment of RMT authorisation	782.00
(iii) for renewal of RMT authorisation	1,008.00

Fees relating to Part 91 (General Aviation and Operating Flight Rules)

187.01.19 The following fees are payable:

	R
(a) for issuance of a duplicate mass and balance report	879.00
(b) for issuance of a duplicate flight manual approval	617.00
(c) for issuance of a duplicate aircraft equipment list	879.00

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(d) for issuance or re-issuance of RVSM certificate	1,423.00
(e) for issuance or re-issuance of minimum navigation performance specification certificate	617.00
(f) for issuance or re-issuance of FM immunity certificate	6,035.00
(g) for issuance or re-issuance of area navigation certificate	628.00
(h) for issuance or re-issuance of transponder binary, decimal, or hexadecimal codes	450.00
(i) for issuance or re-issuance of a certificate of permission to import an aircraft	628.00
(j) as a base price for approval of emissions monitoring plan without city pairs	8,201.00
(k) for approval of emissions monitoring plan per city pair	1,036.00
(l) for approval of amendments to an emissions monitoring plan, per hour	1,036.00
(m) as base price for issuance of a certificate of approval of a verified emissions report without city pairs	4,100.00
(n) for issuance of a certificate of approval of a verified emissions report per city pair	502.00
(o) for approval of amendments to the verified emissions report, per hour	1,036.00

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(p) for approval of a wholly owned subsidiary aeroplane operator legally registered in the Republic to be treated as a single consolidated aeroplane operator liable for compliance with the requirements of CORSIA	607.00
(q) per procedure for approval of the use of equivalent procedures in lieu of the specified procedures	4,100.00

Fees relating to Part 92 (Conveyance of Dangerous Goods)

187.01.20 The following fees are payable:

	R
(a) for an exemption in terms of regulation 92.01.6	3,611.00
(b) for an exemption to be considered on an urgent basis	8,436.00
(c) for validation of a foreign certificate issued for handling of dangerous goods to be conveyed by air in terms of regulation 92.01.16	1,215.00
(d) for issuance of dangerous goods approval	3,007.00

Fees relating to Part 93 (Corporate Aviation Operations and High-Performance Aircraft)

187.01.21 The following fees are payable:

	R

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(a) for issuance of a CAOC	20,638.00
(b) for each aircraft (aeroplane or helicopter) placed on an operating specification (new aircraft type)	4,094.00
(c) for each aircraft (aeroplane or helicopter) placed on an operating specification (existing aircraft type)	3,643.00
(d) for renewal of a CAOC referred in paragraph(a) or annual currency of the operating specification	17,372.00
(e) for placing each aircraft on a renewed CAOC	4,094.00
(f) for issuance of a certificate of approval for an Operations Manual in respect of a CAOC holder, per hour	1,084.00
(g) for approval of amendments to an Operations Manual in respect of a CAOC holder, per hour	1,084.00
(h) for removal of an aircraft from the certificate of approval	898.00
(i) general hourly rate	1,084.00

Fees relating to Part 96 (Commercial Operation of Non-Type Certificated Aircraft)

187.01.22 The following fees are payable:

R

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(a) for issuance of an operating certificate in terms of regulation 96.04.2 for an aircraft with MCM of 5 700 kg or less	24,511.00
(b) for an aircraft placed on an operating specification in a class referred to in paragraph (a) new aircraft type)	4,181.00
(c) for an aircraft placed on an operating specification in a class referred to in paragraph (a) (existing aircraft type)	3,730.00
(d) for renewal of an operating certificate referred to in paragraph (a) and/or annual of the OpSpec	18,028.00
(e) for placing of an aircraft on a renewed operating certificate	4,181.00
(f) for issuance of a certificate of approval for an operation manual, per hour	1,084.00
(g) for approval of amendments to an operation manual, per hour	1,084.00
(h) for a removal of an aircraft referred to paragraph (a) from the OpSpec	906.00

Fees relating to Part 101 (Unmanned Aircraft System)

187.01.23 The following fees are payable:

	R

(a) in respect of the UAS letter of approval—	
(i) for application for issue, reissue, or amendment of a letter of approval	459.00
(ii) for assessment of system safety submission, per hour	1,084.00
(b) in respect of registration—	
(i) for registration of an UA	922.00
(ii) for issuance of a duplicate certificate of registration	725.00
(iii) for amendment of a certificate of registration	725.00
(iv) for change of ownership	929.00
(v) for cancellation of registration	929.00
(c) in respect of a UAS operating certificate—	
(i) for initial issuance of UASOC	8,089.00
(ii) for each addition of aircraft in an UASOC	1,606.00
(iii) for renewal of UASOC referred to in subparagraph (i) or annual currency of the operating specification	6,046.00

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(iv) for renewal in respect of each additional aircraft	1,606.00
(v) for issuance of a certificate of approval for an Operations Manual	4,177.00
(vi) for approval of the following amendments to an Operations Manual per hour	1,445.00
(vii) for removal of aircraft from an UASOC	906.00

Fees relating to Part 105 (Operation of Parachutes and Drop Zones)

187.01.24 The following fees are payable:

	R
(a) for new drop-zone application	1,328.00
(b) for temporary drop-zone application	595.00
(c) for display jump application	305.00

Fees relating to Part 108 (Air cargo security)

187.01.25 The following fees are payable:

	R

(a) for the initial issue of a certificate of approval to regulated agents (charged together with paragraphs (d) and (e))	6,374.00
(b) for renewal of a certificate of approval of regulated agents	6,507.00
(c) for an amendment to a security manual, per hour	1,084.00
(d) per site in respect of prescribed inspections—	
(i) for a site up to 1 000 m^2	2,498.00
(ii) for a site exceeding 1 000 m^2 but not exceeding 5 000 m^2	3,638.00
(iii) for a site exceeding 5 000 m^2	6,270.00
(e) in respect of the initial approval of a security manual—	
(i) for a manual consisting of 100 or less pages	2,410.00
(ii) for a manual consisting of 101 to 200 pages	4,271.00
(iii) for a manual consisting of more than 200 pages	9,796.00
(f) for initial issue of a certificate of accreditation of a known consignor	3,995.00
(g) for renewal of a certificate of accreditation of a known consignor	3,995.00

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(h) for validation of a certificate of accreditation of a known consignor	2,528.00

Fees relating to Part 109 (Aviation Security Training Organisations)

187.01.26 The following fees are payable:

	R
(a) for issuance of an aviation security training organisation approval	4,790.00
(b) for an amendment of an aviation security training organisation approval	2,366.00
(c) for renewal of an aviation security training organisation approval	2,374.00
(d) for an aviation security instructor certification workshop	3,376.00
(e) for an aviation security instructor certification per course (initial)	2,014.00
(f) for an aviation security instructor certification (biennial renewal)	2,262.00
(g) for validation of a foreign certificate	2,747.00

Fees relating to Part 110 (Aviation Security Screener Certification)

187.01.27 The following fees are payable:

	R

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(a) for annual designation as an aviation security screener examiner	1,449.00
(b) for screener examination in respect of aviation security screener certification, per subject (for initial screener certification)	949.00
(c) for remarking of examination in respect of an aviation security screener certificate, per subject	621.00
(d) for annual recertification of a security screener	522.00
(e) for validation of an aviation security screener certification or equivalent document	1,339.00
(f) for issuance of aviation security screener organisation certificate (initial application)	7,949.00
(g) for renewal of aviation security screener organisation certificate	3,466.00
(h) for manual of procedure amendments, per hour	1,084.00
(i) out-of-schedule examination, per hour	1,084,00
(j) on-the-job training personnel certification workshop, per person attending	1,084.00
(k) for issuance or re-issuance of aviation security screener certificate	1,172.00
(l) for issuance of a duplicate aviation security screener certificate	776.00

Fees relating to Part 111 (Aviation Security)

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187.01.28 The following fees are payable:

	R
(a) for an application of approval for security considerations in the design of a new airport and alteration of existing infrastructure of an airport	6,719.00
(b) for approval of security equipment to be procured	6,719.00
(c) for approval of extra-ordinary security measures	3,987.00
(d) for designation of an official for aviation security	3,819.00
(e) for an application for designation of an airport	21,870.00
(f) for approval in relation to a security programme, manual, or supplementary station procedures, per hour	1,084.00
(g) for approval of amendments to a security programme, manual or supplementary station procedures, per hour	1,084.00

Fees relating to Part 114 (Aviation Security for Non-Scheduled Commercial Aircraft Operation)

187.01.29 The following fees are payable:

	R
(a) in relation to approval of a security programme or manual, per hour	1,084.00

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(b) for approval for an amendment of the initial security programme or manual, per hour.	1,084.00

Fees relating to Part 121 (Air Transport Operations – Carriage on aeroplane of more than 19 Passengers or Cargo)

187.01.30 (1) The following fees are, subject to the provisions of subregulation (2), payable:

	R
(a) for issuance of an operating certificate in terms of regulation 121.06.2 for an aeroplane in the certificated mass class of—	
(i) 5 701 kg – 20 000 kg	40,408.00
(ii) 20 001 kg – 130 000 kg	45,566.00
(iii) greater than 130 000 kg	48,715.00
(b) for each aeroplane placed on an operating specification in the certificated mass class of—	
(i) 5 701 kg – 20 000 kg	4,388.00
(ii) 20 001 kg – 130 000 kg	5,489.00

(iii) greater than 130 000 kg	8,223.00
(c) for renewal of an operating certificate referred to in paragraph (a) or annual currency of the operating specification in respect of an aeroplane in the certificated mass class of—	
(i) 5 701 kg – 20 000 kg	33,727.00
(ii) 20 001 kg – 130 000 kg	44,933.00
(iii) greater than 130 000 kg	56,110.00
(d) for placing each aeroplane on a renewed operating certificate:	
(i) 5 701 kg – 20 000 kg	4,388.00
(ii) 20 001 kg – 130 000 kg	5,489.00
(iii) greater than 130 000 kg	8,223.00
(e) for the approval and amendments to an operations manual, per hour	1,084.00
(f) for removal of an aeroplane from a certificate of approval	891.00

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(2) Where an application for an operating certificate or a renewal thereof relates to more than one aeroplane certificated mass class, the fee payable is in respect of an aeroplane in the highest all-up certificated mass class applicable to Part 121.

Fees relating to Part 127 (Commercial Helicopter Operations: Passengers, Cargo, and Mail)

187.01.31 (1) The following fees are, subject to the provisions of subregulation (2), payable:

	R
(a) for issuance of an operating certificate in terms of regulation 127.06.2 for a helicopter in the certificated mass class of—	
(i) less than 1 500 kg	26,372.00
(ii) 1 500 kg – 5 700 kg	28,108.00
(iii) greater than 5 700 kg	31,500.00
(b) for each helicopter placed on the operating specification in the certificated mass class of—	
(i) less than 1 500 kg	3,502.00
(ii) 1 500 kg – 5 700 kg	4,248.00
(iii) greater than 5 700 kg	4,849.00

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(c) for renewal of an operating specification referred to in paragraph (*a*) or annual currency of the operating certificate in respect of a helicopter in the certificated mass class of—	
(i) less than 1 500 kg	19,659.00
(ii) 1 500 kg – 5 700 kg	23,073.00
(iii) greater than 5 700 kg	28,355.00
(d) for the approval and amendments to an operations manual, per hour	1,084.00
(e) for removal of a helicopter from a certificate of approval	891.00

(2) Where an application for an operating certificate or a renewal thereof relates to more than one certificated mass class helicopter, the fee payable is in respect of a helicopter in the highest all up certificated mass class applicable to Part 127.

Fees relating to Part 135 (Air Transport Operations – Carriage of less than 20 Passengers or Cargo)

187.01.32 The following fees are payable:

R

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(a) for issuance of an operating specification in terms of regulation 135.06.2 for fixed-wing aeroplane with a maximum certified passenger seating capacity of 19 or less passengers, or an aircraft in all-cargo configuration having MCM of 8618 kg or less	23,708.00
(b) for each aeroplane placed on an operating specification in the class referred to in paragraph (a)	4,094.00
(c) for renewal of an operating certificate referred to in paragraph (a) or annual currency of the operating specification	17,620.00
(d) for placing an aeroplane on a renewed operating specification, the fees referred to in paragraph (b)	4,094.00
(e) for the approval and amendments to an Operations Manual, per hour	1,084.00
(f) for removal of an aeroplane from a certificate of approval	891.00

Fees relating to Part 136 (Air Transport Operations – Commercial Operations of Free Balloons)

187.01.33 The following fees are payable:

	R
(a) for the initial issuance of an operating certificate	17,778.00
(b) for each additional balloon placed on an operating specification	3,000.00

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(c) for renewal or variation of an operating certificate and/or annual currency of the operating specification	13,258.00
(d) for renewal in respect of each additional balloon	3,000.00
(e) for the approval and amendments to an Operations Manual, per hour	1,084.00
(f) for removal of a balloon from the register of operating specification	898.00

Fees relating to Part 137 (Aerial Work Operations)

187.01.34 The fees payable for an operating certificate prescribed by regulation 137.01.3 to be issued for Part 121, Part 127, or Part 135, as the case may be, shall be the fees prescribed for that Part.

Fees relating to Part 138 (Air Ambulance Operations)

187.01.35 The fees payable for an operating certificate prescribed by regulation 138.01.2 to be issued for Part 121, Part 127, or Part 135, as the case may be, shall be the fees prescribed for that Part.

Fees relating to Part 139 (Aerodromes and Heliports)

187.01.36 (1) The following fees are payable:

R

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(a) for issuance of approval for the erection of a cellular telephone mast or any other obstacle	1,313.00
(b) for issuance and renewal of a helistop	9,474.00
(c) for issuance or renewal of a heliport licence—	
(i) Category H 0	18,191.00
(ii) Category H 1	20,096.00
(iii) Category H 2	22,097.00
(iv) Category H 3	26,922.00
(d) for submission of obstacles approval application	1,227.00
(e) in relation to an application for an obstacle approval—	
(i) for a site with a single structure	186.00
(ii) per structure for a site with multiple structures	6,784.00
(f) in relation to an amendment of an obstacle application–	
(i) for obstacle limitation surfaces per runway	4,043.00

(ii) for CNS, (per applicable system)	4,081.00
(iii) for airspace impact assessment, hourly rate	1,084.00
(iv) for all other assessments not specifically provided, hourly rate	1,084.00
(g) for obstacle limitation surfaces assessment	1,893.00
(h) for CNS assessment	1,938.00
(i) for any other assessment not specifically provided, hourly rate	1,084.00

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(2) Thee following fees are payable in respect of corresponding category of services reflected in the table below:

CAT	Fire services, Security and Dangerous Goods		Infrastructure	Lighting	Instrumentation
	National aerodrome	International aerodrome		Relevant to all the categories listed in the Table	Relevant to all the categories listed in the Table
	R	R	R	R	R
4	19,099.00	37,763.00	2,320.00	For Instrument runways: 5,50 /m; or Non-instrument runways 2,57 /m	
5	23,132.00	45,134.00	2,681.00		
6	28,673.00	50,187.00	5,361.00		
7	70,876.00	114,017.00	16,139.00		
8	142,728.00	290,422.00	37,835.00		
9	290,422.00	497,702.00	53,798.00		
10	408,187.00	747,193.00	842,666.00		

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(3) The following fees are payable as contained in the following table in respect of services relating to Approved Aerodromes:

Aerodrome Type	**R**
Type A	7,057.00
Type B	7,057.00
Type C	7,057.00
Lighting (Relevant to aerodrome Type approved)	Runways 2,57/m
Instrumentation (Relevant to aerodrome Type approved)	For VOR: 2,836.00 ILS: 3,345.00 NDB: 910.00 PAPI (Audit) per set: 1,699.00 VHF spectrum: 2,155.00

Fees relating to Part 141 (Aviation Training Organisations)

187.01.37 The following fees are payable:

	R

(a) for issuance of an ATO certificate and training operations specification–	
(i) per application	6,248.00
(ii) hourly rate for inspection time	1,084.00
(b) for amendment of an ATO certificate or training operations specification–	
(i) per application	2,215.00
(ii) hourly rate for inspection time	1,084.00
(c) for renewal of an ATO certificate or annual currency of the training operations specification–	
(i) per application	6,248.00
(ii) hourly rate for the inspection time	1,084.00
(d) for each aircraft initially placed on an ATO training operations specification–	
(i) aircraft with an MCM of 5 701 kg or more	4,810.00
(ii) aircraft with an MCM of 2 701 kg to 5 700 kg	3,795.00
(iii) aircraft with an MCM of 2 700 kg or less	2,453.00

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(e) for annual currency fees for each aircraft placed on the ATO training operations specification–	
(i) aircraft with an MCM of 5 701 kg or more	4,810.00
(ii) aircraft with an MCM of 2 701 kg to 5 700 kg	3,795.00
(iii) aircraft with an MCM of 2 700 kg or less	2,453.00
(f) for issuance of a training device approval–	
(i) per application	1,603.00
(ii) hourly rate for inspection time	1,084.00
(g) for initial approval of a training and procedures manual–	
(i) per application	6,248.00
(ii) hourly rate per inspector for approval time	1,084.00
(h) for approval of amendments to a training and procedure manual, per hour	1,084.00
(i) for issuance of a DTO certificate or training operations specification–	
(i) per application	2,211.00

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(ii) hourly rate for inspection time	1,084.00
(j) for amendment of a DTO certificate or training operations specification–	
(i) per application	2,211.00
(ii) hourly rate for inspection time	1,084.00
(k) for renewal of a DTO certificate and annual currency of training operations specification–	
(i) per application	2,211.00
(ii) hourly rate for the inspection time	1,084.00
(l) in respect of a DTO training syllabus–	
(i) the initial approval thereof	2,197.00
(ii) hourly rate per inspector for approval time	1,084.00

Fees relating to Part 145 (Aircraft Maintenance Organisations)

187.01.38 (1) The following fees are payable for services rendered within the borders of the Republic:

R

(a) in relation to issuance of AMO approval–	
(i) for the application	6,696.00
(ii) hourly rate for the inspection time	1,084.00
(b) for amendment of an AMO approval	1,236.00
(c) in relation to renewal of an AMO approval referred to in paragraph(a) or annual currency of the operating specification–	
(i) for the application	1,313.00
(ii) hourly rate for the inspection time	1,084.00

(2) The following fees are payable for services rendered outside the borders of the Republic:

	US$
(a) for issuance of an AMO approval, the hourly rate for Inspection time	219.00
(b) for renewal of an AMO approval, the hourly rate for inspection time.	219.00

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Fees relating to Part 147 (Design Organisations for Products, Parts and Appliances)

187.01.39 The following fees are payable:

	R
(a) for issuance of a design and/or annual currency organisation approval to design products or changes thereto in terms of regulation 147.02.6	6,696.00
(b) for amendment of a design organisation approval to design products or changes thereto in terms of regulation 147.02.6	1,236.00
(c) for renewal of a design organisation approval to design products or changes thereto in terms of regulation 147.02.15	1,313.00
(d) for issuance and/or annual currency of a design organisation approval to design parts and appliances or changes thereto	6,696.00
(e) for amendment of a design organisation approval to design parts and appliances or changes thereto	582.00
(f) for renewal of a design organisation approval to design parts and appliances or changes thereto.	788.00

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Fees relating to Part 148 (Manufacturing Organisations)

187.01.40 The following fees are payable:

	R
(a) for issuance and/or annual currency of a manufacturing organisation approval in terms of regulation 148.02.2	6,696.00
(b) for amendment of a manufacturing organisation approval in terms of regulation 148.02.2.	1,236.00
(c) for renewal of a manufacturing organisation approval in terms of regulation 148.02.2	1,313.00
(d) for inspection of an organisation for issuance of a certificate of approval per hour	1,084.00
(e) for the annual currency of a certificate of approval	645.00
(f) for annual inspection in respect of continued approval per hour.	1,084.00

Fees relating to Part 149 (Aviation Recreation Organisations)

187.01.41 The following fees are payable:

	R
(a) for the issuance of an aviation recreation organisation approval in terms of regulation 149.02.6	6,696.00

(b) for the amendment of an aviation recreation organisation approval in terms of regulation 149.02.6	252.00
(c) for renewal and/or annual currency of an aviation recreation organisation approval in terms of regulation 149.02.12	1,062.00

Fees relating to Part 172 (Airspace and Air Traffic Services)

187.01.42 The following fees are payable:

	R
(a) for issuance of an ATSU approval in terms of regulation 172.03.5	25,691.00
(b) for renewal of an ATSU approval in terms of regulation 172.03.9	6,653.00
(c) for a duplicate ATSU approval	326.00
(d) for approval of–	
(i) aerodrome control service	44,689.00
(ii) aerodrome and approach control service	74,399.00

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(iii) aerodrome control service, approach control service and approach surveillance service	130,768.00
(iv) aerodrome control service, approach control service, area control service, approach surveillance service, area surveillance service and flight information	269,957.00
(v) aerodrome flight information service	28,715.00

Fees relating to Part 173 (Flight Procedure Design)

187.01.43 The following fees are payable:

	R
(a) in relation to an application or amendment of a Category (A) flight procedure design approval in terms of regulation 173.01.10	
(i) for the application	17,285.00
(ii) hourly rate for the inspection time	1,084.00
(b) in relation to renewal of a category (A) flight procedure design approval in terms of regulation 173.01.13–	
(i) for the application	14,329.00
(ii) hourly rate for the inspection time	1,084.00

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(c) in relation to application or amendment of a category (B) flight procedure design approval in terms of regulation 173.01.10–	
(i) for an application	15,650.00
(ii) hourly rate for inspection time	1,084.00
(d) in relation to renewal of a category (B) flight procedure design approval in terms of regulation 173.01.13–	
(i) for application	12,908.00
(ii) hourly rate for inspection time	1,084.00
(e) in relation to submission of a flight procedure in terms of regulation 173.02.4–	
(i) for preparation and checking for new or revised design per aerodrome, per submission	9,045.00
(ii) for precision approach segment	10,918.00
(iii) for Approach Procedure with Vertical Guidance, BARO Vertical Navigation, or Satellite Based Augmentation System segment	10,918.00
(iv) for non-precision approach, including 3x IAF, 3x Hold, Visual Maneuvering Arrival, and Terminal Arrival Altitude, or Minimum Sector Altitude	20,929.00

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(v) for Visual Maneuvering Arrival Circling	5,213.00
(vi) for Hold	3,974.00
(vii) for Terminal Arrival Altitude or Minimum Sector Altitude	3,974.00
(viii) for Standard Instrument Departure	15,354.00
(ix) for Standard Instrument Arrival including 1x Hold	13,268.00
(x) for En-route	8,009.00
(xi) for any other submission not listed above, the hourly rate	1,084.00

Fees relating to Part 175 (Aeronautical Information Systems)

187.01.44 The following fees are payable:

	R
(a) for issuance of an AIS unit approval	27,339.00

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(b) for amendment of an AIS unit approval	507.00
(c) for issuance of a duplicate AIS unit approval	507.00
(d) for renewal of AIS unit approval	20,539.00
(e) for a copy of an AIP, excluding postage	908.00
(f) for subscribing to the South African Aeronautical Information Publication Annual Amendment service	645.00

Fees relating to Part 176 (Allocation of Radio Telephony (RTF) Call Signs, 3-Letter Aircraft Designators and Location Indicators)

187.01.45 The following fees are payable:

	R
(a) for radiotelephony call sign application in terms of regulation 176.00.2	1,735.00

Fees relating to Part 185 (Enforcement)

187.01.46 The following fees are payable:

	R

(a) for lodging an appeal to the Director in terms of regulations 185.04.2	4,226.00

Fees for appeal to the appeal committee

187.01.47 The following fees are payable:

	R
(a) for lodging an appeal to the appeal committee in terms of regulation 185.04.4	7,063.00

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Hourly rate

187.01.45 (1) For any service provided by the Authority in the Republic for which no specific fee has been provided in this Part, an hourly rate of R1,084.00 shall be payable.

(2) For any service rendered by the Authority outside the Republic for which no specific fee has been provided in this Part, an hourly rate of US$ 219.00 shall be payable.

Short title and commencement

3. This regulation is called the Thirty-Fifth Amendment of the Civil Aviation Regulations, 2026 and shall come into operation on 1 October 2026.".

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DEPARTEMENT VAN VERVOER

NO. 7861 **28 Augustus 2026**

WET OP BURGERLIKE LUGVAART, 2009 (WET NO. 13 van 2009)

VYF-EN-DERTIGSTE WYSIGING VAN DIE BURGERLIKE LUGVAARTREGULASIES, 2026

(Implementering van Aktiwiteitsgebaseerde Kostemodel)

(Die Engelse teks is die amptelike teks van die Regulasies)

Ek, Barbara D. Creecy, Minister van Vervoer, maak hiermee, ingevolge artikel 155(1) van die Wet op Burgerlugvaart, 2009 (Wet Nr. 13 van 2009), die Regulasies uiteengesit in die Bylae hieronder.

Me. Barbara D. Creecy, LP
Minister van Vervoer
Datum: 12 August 2026

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SKEDULE

WET OP BURGERLIKE LUGVAART, 2009 (WET NO. 13 VAN 2009)

VYF-EN-DERTIGSTE WYSIGING VAN DIE BURGERLIKE LUGVAARTREGULASIES, 2026
(Implementering van Aktiwiteits Gebaseerde Kostmodel)

ALGEMENE VERDUIDELIKENDE NOTA:

[ ] Woorde in vetdruk tussen vierkantige hakies dui weglatings uit bestaande regulasies aan.

_____ Woorde wat met 'n soliede lyn onderstreep word, dui invoegings tot bestaande regulasies aan.

Definisie

1. In hierdie Bylae beteken “die Regulasies” die Burgerlugvaart regulasies, 2011 gepubliseer deur Goewerment Skennisgewing Nr. R. 425 gedateer 1 Junie 2012, soos gewysig.

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Wysiging van Deel 187 van die Regulasies

2. Deel 187 word hiermee vervang met die volgende Deel:

"SUBDEEL 1: GEBRUIKERSGELDE

Gelde met betrekking tot Deel 11 (Vrystellings en kennisgewing van verskille)

187.01.1 Die volgende fooie is betaalbaar:

	R
(a) vir 'n vrystelling	3,611.00
(b) dat 'n vrystelling op 'n dringende basis oorweeg kan word	8,436.00

Gelde met betrekking tot Deel 21 (Sertifiserings Prosedure vir Produkte en Onderdele)

187.01.2 (1) Die volgende fooie is betaalbaar:

	R
(a) vir aansoek om uitreiking van 'n tipesertifikaat vir Klas I-produkte of 'n wysiging daarvan	2,671.00
(b) vir 'n evaluering van type sertifisering goedkeurings, per tipe, vir Klas I-produkte van die bepalings van regulasie 21.02.2, per uur	1 084,00

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(c) vir die uitreiking van 'n tipe aanvaarding sertifikaat vir Klas I-produkte of 'n wysiging daarvan ingevolge regulasie 21.04.2	2,671.00
(d) vir 'n aansoek vir tipe-aanvaarding sertifisering goedkeurings evaluering per tipe vir Klas I-produkte ingevolge regulasie 21.04.2, per uur	1 084,00
(e) vir die uitreiking van 'n STC of 'n wysiging daarvan ingevolge regulasie 21.05.2	1 819,00
(f) vir die uitreiking van 'n produksie sertifikaat of 'n wysiging daarvan ingevolge regulasie 21.07.2	2,665.00
(g) vir wysiging van 'n standaard- of beperkte lugwaardigheid sertifikaat	1 258,00
(h) vir die uitreiking van 'n eksperimentele lugwaardigheid sertifikaat ingevolge regulasie 21.08.3 ten opsigte van die volgende:	
(i) 'n vliegtuig met 'n MCM van meer as 5 700 kg	5,230.00
(ii) 'n vliegtuig met 'n MCM van 5 700 kg of minder	2,603.00
(iii) vir wysiging van 'n eksperimentele sertifikaat ingevolge regulasie 21.08.3	1 258,00
(i) vir die uitreiking van 'n spesiale vliegpermit ingevolge regulasie 21.08.7	657.00
(j) vir wysiging van 'n spesiale vlugpermit	229.00

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(k) vir aansoek om uitreiking van 'n ZA-PMA ingevolge regulasie 21.09.3	1 389,00
(l) vir hersiening van ingediende dokumentasie vir die doeleindes van uitreiking van ZA-PMA, per uur	1 084,00
(m) vir aansoek om uitreiking van 'n ZA-TSO-magtiging ingevolge regulasie 21.12.2	1 389,00
(n) vir hersiening van ingediende dokumentasie vir die doeleindes van uitreiking van ZA-TSO-magtiging, per uur	1 084,00
(o) vir die uitreiking van 'n duplikaat van enige sertifikaat, goedkeuring of magtiging wat ingevolge Deel 21 uitgereik is	525.00
(p) vir aansoek om goedkeuring van 'n groot verandering in tipe-ontwerp ingevolge regulasie 21.03.3	2,183.00

(2) Die volgende fooie is betaalbaar per ooreenstemmende gewigskategorie ten opsigte van die uitreiking of heruitreiking van 'n standaard- of beperkte lugwaardigheid sertifikaat ingevolge regulasie 21.08.3, of 'n uitvoer lugwaardigheids goedkeuring ten opsigte van Klas 1-produk ingevolge regulasie 21.11.2:

TABEL 1

Gewigkategorie	**Uitreiking of heruitreiking van lugwaardigheid sertifikaat of uitvoer lugwaardigheids goedkeuring**	**Hernuwing van lugwaardigheid sertifikaat**
0-1 800 kg	**R**	**R**
	7,002.00	1 433,00

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1 801-3 600	8,785.00	2 134,00
3 601-5 700 kg	10 394,00	2,867.00
5 701-20 000 kg	13 971,00	4,300.00
20 001-50 000 kg	21 161,00	5,745.00
50 001 kg +	27,790.00	8,446.00

Gelde met betrekking tot Deel 24 (Lugwaardigheid Nie-tipe Gesertifiseerde Vliegtuig)

187.01.3 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n magtiging om te vlieg ingevolge regulasie 24.02.1	459.00
(b) vir wysiging van 'n magtiging om te vlieg ingevolge regulasie 24.02.1	459.00
(c) vir die uitreiking van bewys vlugmagtiging, uitbreiding of 'n wysiging daarvan ingevolge regulasie 24.02.2	459.00
(d) vir die uitreiking van 'n spesiale vliegpermit ingevolge regulasie 24.02.4	657.00
(e) vir wysiging van 'n spesiale vlugpermit	229.00

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(f) vir geldeenheidsfooi op die herdenking van magtiging om te vlieg ingevolge regulasie 24.02.8	459.00
(g) vir die uitreiking van 'n tipe goedkeuring ingevolge regulasie 24.02.10	2,428.00
(h) vir wysiging van 'n tipe goedkeuring ingevolge regulasie 24.02.10	1 983,00
(i) vir die uitreiking van 'n amateur-geboude vliegtuig nommer ingevolge regulasie 24.01.2(2)(a)	631.00
(j) vir wysiging van die amateur-geboude vliegtuig nommer ingevolge regulasie 24.01.2(2)(a)	631.00

Gelde met betrekking tot Deel 36 (Vliegtuig geraas)

187.01.4 Die volgende fooie is betaalbaar:

(a) vir die uitreiking van 'n geraas sertifikaat ingevolge regulasie 36.02.5	962.00

Gelde met betrekking tot Deel 43 (Algemene Onderhoudsreëls)

187.01.5 Die volgende fooie is betaalbaar:

	R

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(a) vir goedkeuring van 'n wysiging, herstelwerk en installasie op 'n vliegtuig ingevolge regulasie 43.02.15	810.00
(b) vir goedkeuring van herstelwerk en installasie op 'n vliegtuig ingevolge regulasie 43.02.17	810.00
(c) vir die evaluering van dokumentasie vir die doeleindes van goedkeuring van wysiging, herstelwerk en installasie op 'n vliegtuig, per uur	1 084,00

Gelde met betrekking tot Deel 47 (Registrasie en Merk)

187.01.6 Die volgende fooie is betaalbaar:

	R
(a) vir registrasie van vliegtuie ingevolge regulasie 47.02.1	922.00
(b) vir wysiging van 'n registrasie sertifikaat ingevolge regulasie 47.02.4	725.00
(c) vir die uitreiking van 'n vervangende registrasie sertifikaat ingevolge regulasie 47.02.5	725.00
(d) vir kansellasie van 'n registrasie sertifikaat ingevolge regulasie 47.02.7	922.00
(e) vir die toekenning van spesiale registrasie merke ingevolge regulasie 47.01.4	3,807.00
(f) vir hertoewysing van vliegtuig registrasie merke ingevolge regulasie 47.02.9	3,807.00
(g) vir oordrag of verandering van eienaarskap	870.00

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Gelde met betrekking tot Deel 48 (Huur van Vliegtuie)

187.01.7 Die volgende fooie is betaalbaar:

(a) vir goedkeuring van droë huurkontrakte van vliegtuie ingevolge regulasie 48.03.1	4,702.00
(b) vir goedkeuring van droë huur van vliegtuie ingevolge regulasie 48.03.2	4,702.00
(c) vir goedkeuring van wet-huur van vliegtuie ingevolge regulasie 48.03.3	4,702.00
(d) vir goedkeuring van wet-uitverhuring van vliegtuie ingevolge regulasie 48.03.4	4,914.00

Gelde met betrekking tot Deel 60 (Vlugsimulator-Opleidingstoestelle)

187.01.8 Die volgende fooie is betaalbaar:

(a) vir aanvanklike kwalifikasie van 'n FFS per registrasie	25,958.00
(b) vir die aanvanklike kwalifikasie van 'n Vlug- en Navigasie- en Prosedure-opleier I/II	9 846,00
(c) vir aanvanklike kwalifikasie van 'n Vlug Opleidingstoestel I/II	7 714,00
(d) vir aanvanklike kwalifikasie van 'n BITD	5,644.00
(e) as jaarlikse geldeenheids fooie vir die hernuwing of validering van 'n FFS per registrasie	22 391,00

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(f) as jaarlikse geldfooie vir hernuwing of validering van FNPT I, FNPT II (per registrasie)	7,877.00
(g) as jaarlikse geldfooie vir hernuwing of validering van FTD I, FTD II per registrasie	5,744.00
(h) as jaarlikse geldeenheidsfooie vir hernuwing of validering van BITD per registrasie	3,675.00
(i) vir herkwalifikasie van 'n FFS, insluitend herposisionerings inspeksie en kwalifikasie	25,958.00
(j) vir die uitreiking van 'n jaarlikse gebruikers sertifikaat vir 'n derdeparty-gebruiker van FSTD	2 153,00
(k) vir die aanvanklike indiening van 'n FSTD QMS-handleiding vir die eerste 4 uur, daarna geld die uurlikse tarief	6 248,00
(l) vir goedkeuring van die volgende wysigings aan 'n FSTD QMS-handleiding, per uur	1 084,00
(m) vir 'n inspekteur vir die goedkeurings tyd, per uur	1 084,00

Gelde met betrekking tot Deel 61 (Vlieënier Lisensiëring)

187.01.9 Die volgende fooie is betaalbaar:

	R
(a) vir die validering van die volgende lisensies:	

(i) ATPL	1 455,00
(ii) Geregistreerde Vryheidsvegter	1 327,00
(iii) PPL	895.00
(b) vir die omskakeling van 'n buitelandse lisensie	974.00
(c) vir verifikasie van 'n Suid-Afrikaanse lisensie	836.00
(d) vir die uitreiking of heruitreiking van die volgende lisensies:	
(i) SPL	847.00
(ii) PPL	1 082,00
(iii) Geregistreerde Vryheidsvegter	1 355,00
(iv) ATPL	1 482,00
(e) vir die uitreiking of heruitreiking van enige gradering wat op 'n lisensie weerspieël sal word–	
(i) instrukteur gradering vir Kategorie A en B vir vliegtuig en helikopter	1 058,00
(ii) enige ander gradering	651.00
(f) vir die hernuwing van instrukteur gradering	1 521,00
(g) vir die volgende eksamen met betrekking tot enige vlieënier lisensie of -gradering, per vak:	
(i) aanlyn PPL-eksamen	427.00
(ii) aanlyn CPL-eksamens	796.00

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(iii) aanlyn ATPL-eksamens	1 117,00
(h) vir die hernasien van eksamens met betrekking tot enige vlieënier lisensie of -gradering, per vak	
(i) Aanlyn PPL-eksamens	759.00
(ii) Aanlyn CPL-eksamens	920.00
(iii) Aanlyn ATPL-eksamens	1 241,00
(i) vir die uitreiking van die volgende duplikaat-vlieëniers lisensies:	
(i) SPL	745.00
(ii) PPL	900.00
(iii) Geregistreerde Vryheidsvegter	1 347,00
(iv) ATPL	1 460,00
(j) vir die jaarlikse geldigheid van die volgende lisensies:	
(i) SPL	652.00
(ii) Geregistreerde Vryheidsvegter	918.00
(iii) ATPL	1 042,00
(k) vir die tweejaarlikse geldeenheid van PPL	1 463,00
(l) vir die aanvanklike aanwysing en hernuwing van die volgende eksaminatore:	
(i) vlug eksaminator	1 992,00

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(ii) radiofoon operateur eksaminator	1 532,00
(m) vir die monitering van die proses van vlieg instrukteur Graad 1-opgradering	1 992,00

Gelde met betrekking tot Deel 62 (Nasionale Vlieënier Lisensiëring)

187.01.10 Die volgende fooie is van toepassing:

(a) vir die validering van 'n buitelandse vlieënierlisensie en -gradering ingevolge regulasie 62.01.15	895.00
(b) vir die uitreiking of heruitreiking van die volgende vlieënier lisensies:	
(i) nasionale vlieënier leerling sertifikaat ingevolge regulasie 62.02.5	847.00
(ii) NPL ingevolge regulasie 62.03.2	943.00
(c) vir die uitreiking of heruitreiking van enige van die volgende graderings wat op 'n lisensie weerspieël sal word:	
(i) instrukteur gradering ingevolge regulasie 62.09.6	1 058,00
(ii) enige ander gradering	651.00
(iii) Deel 96-magtiging ingevolge regulasie 62.14.7	978.00
(d) vir die volgende eksamen met betrekking tot enige vlieënier lisensie of -gradering:	

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(i) aanlyn NPL-eksamen vir 'n nuwe lisensie (per vak)	471.00
(ii) aanlyn NPL-eksamen vir kategorie-omskakeling (per vak)	313.00
(e) vir die jaarlikse geldigheid van die nasionale vlieënier leerling sertifikaat ingevolge regulasie 62.02.7	616.00
(f) vir tweejaarlikse geldigheid van nasionale vlieënier lisensie ingevolge regulasie 62.01.9	1 463,00
(g) vir die uitreiking van die volgende duplikaat lisensies:	
(i) nasionale vlieënier leerling sertifikaat	745.00
(ii) NPL	842.00

Gelde met betrekking tot Deel 63 (Vlug Ingenieur Lisensiëring)

187.01.11 Die volgende fooie is betaalbaar:

	R
(a) vir die validering van 'n vlug ingenieurs lisensie	1327.00
(b) vir die uitreiking of heruitreiking van 'n vlug ingenieur lisensie	1347.00

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(c) vir die uitreiking of heruitreiking van die volgende graderings wat op 'n vlug ingenieur lisensie weerspieël sal word:	
(i) vlug ingenieur-instrukteur gradering	1 058,00
(ii) enige ander gradering	651.00
(d) vir die uitreiking van 'n duplikaat vlug ingenieur lisensie	1 347,00
(e) vir die jaarlikse geldigheid van 'n vlug ingenieurs lisensie	846.00

Gelde met betrekking tot Deel 64 (Lisensiëring van Kajuitbemanning)

187.01.12 Die volgende fooie is betaalbaar: **R**

(a) vir die uitreiking of heruitreiking van 'n kajuit bemanningslid lisensie	947.00
(b) vir 'n aanlyn eksamen met betrekking tot enige kajuit bemanningslid lisensie of -gradering, per vak	635.00
(c) vir die hernasien van eksamens met betrekking tot enige kajuit bemanningslid lisensie of -gradering, per vak	759.00
(d) vir die uitreiking van 'n duplikaat kajuit bemanningslid lisensie	947.00
(e) vir jaarlikse geldigheid en hervalidering van bevoegdheid van 'n kajuit bemanningslid lisensie	646.00
(f) vir die uitreiking, instandhouding of hernuwing van die aanwysing van 'n kajuit bemanningslid-eksaminator	1 669,00

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(g) vir die validering van 'n kajuit bemanningslid lisensie of ekwivalente dokument	1 119,00
(h) lisensie verifikasie	836.00
(i) endossement van 'n gradering	805.00
(j) verifikasie van eksamenuitslae	836.00
(k) vir die uitreiking, instandhouding of hernuwing van die aanwysing as 'n kajuit bemannings veiligheids instrukteur	1 224,00

Gelde met betrekking tot Deel 65 (Lug verkeersdiens personeel lisensiëring)

187.01.13 Die volgende fooie is betaalbaar:

	R
(a) vir die omskakeling van 'n buitelandse ATS-lisensie gradering	1 097,00
(b) vir die uitreiking of heruitreiking van 'n ATS-lisensie	1 347,00
(c) vir die byvoeging van 'n gradering tot 'n ATS-lisensie	651.00
(d) vir endossement van 'n ATS-lisensie	651.00
(e) vir die uitreiking van 'n duplikaat ATS-lisensie	1 347,00
(f) vir die geldeenheid van 'n ATS-lisensie	846.00

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(g) lisensie verifikasie	836.00

Gelde met betrekking tot Deel 66 (Lisensiëring van Vliegtuigonderhoud Ingenieurs)

187.01.14 Die volgende fooie is betaalbaar:

	R
(a) vir die validering van 'n AME-lisensie	1 393,00
(b) vir die uitreiking of heruitreiking van 'n AME-lisensie	1 413,00
(c) vir wysiging van of byvoeging tot 'n AME-lisensie	782.00
(d) vir die hernuwing van 'n AME-lisensie	1 174,00
(e) vir die uitreiking van 'n duplikaat AME-lisensie	1 428,00
(f) vir die skryf en hernasien van eksamens met betrekking tot enige AME-lisensie of -gradering, per vak	752.00
(g) vir die aanvanklike uitreiking van 'n goedgekeurde persoon sertifikaat	922.00
(h) vir tweejaarlikse hernuwing van 'n goedgekeurde persoon sertifikaat	1 069,00
(i) vir die uitreiking van 'n Graad I- of II-instrukteur gradering	1 284,00

(j) vir hernuwing van Graad I- of II-instrukteur gradering	1 206,00
(k) vir verifikasie van ondersoek	836.00
(l) vir lisensie verifikasie	836.00

Gelde met betrekking tot Deel 67 (Mediese Sertifisering)

187.01.15 Die volgende fooie is betaalbaar:

	R
(a) vir appèl teen medies ongeskik verklaarde	12 337,00
(b) vir die aanvanklike aanwysing van die volgende plaaslike en aangewese buitelandse mediese ondersoekers:	
(i) senior mediese ondersoeker	5,728.00
(ii) gereelde mediese ondersoeker	4,284.00
(c) vir die hernuwing van die aanwysing van die volgende aangewese lugvaart mediese ondersoekers:	
(i) senior mediese ondersoeker	5,728.00
(ii) gereelde mediese ondersoeker	4,284.00
(d) vir die aanwysing van mediese kajuit-eerste hulp bemanning seksaminatore:	
(i) eerstehulp-eksaminator vir kajuit bemanning	1 575,00
(ii) eerstehulp-instrukteur vir kajuit bemanning	1 575,00
(e) vir 'n aansoek om 'n verlenging van 'n mediese sertifikaat, per uur	1 084,00

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(f) vir mediese validering en buitelandse mediese ondersoek, per uur	1 084,00
(g) vir enige ander dienste wat gelewer moet word, insluitend praktiese vlugtoetse, per uur	1 084,00

Gelde met betrekking tot Deel 68 (Sweeftuig Vlieënier Lisensiëring)

187.01.16 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking of heruitreiking van die volgende lisensies:	
(i) sweeftuig vlieënier lisensie ingevolge regulasie 68.03.7	943.00
(ii) student-sweeftuig vliegtuig vlieënier lisensie ingevolge regulasie 68.02.5	847.00
(b) vir die validering van 'n buitelandse sweeftuig vlieënier lisensie ingevolge regulasie 68.01.9	902.00
(c) vir die uitreiking van 'n duplikaat van die volgende lisensies:	
(i) sweeftuig vlieënier lisensie	835.00
(ii) student-sweeftuig vliegtuig lisensie	738.00
(d) vir die jaarlikse geldigheid van die student-sweeftuig vlieënier lisensie ingevolge regulasie 68.02.7	609.00
(e) vir tweejaarlikse geldigheid van sweeftuig vlieënier lisensie ingevolge regulasie 68.01.4	1 317,00

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(f) vir die uitreiking of heruitreiking van die volgende wat op 'n lisensie weerspieël sal word:	
(i) instrukteurgradering ingevolge regulasie 68.04.6	1 028,00
(ii) enige ander gradering	651.00
(g) vir die hernuwing van instrukteurgradering ingevolge regulasie 68.04.6	819.00
(h) vir die volgende eksamens met betrekking tot enige van die volgende lisensies of graderings:	
(i) aanlyn vir 'n nuwe lisensie, per vak	467.00
(ii) aanlyn vir kategorie-omskakeling of ander, per vak	313.00

Gelde met betrekking tot Deel 69 (Gratis Ballon Vlieënier Lisensiëring)

187.01.17 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking of heruitreiking van 'n vryballonvlieënierlisensie	1 082,00
(b) vir die validering van 'n vryballonvlieënierlisensie	887.00
(c) vir die uitreiking van 'n duplikaat van 'n vryballonvlieënierlisensie	900.00
(d) vir die tweejaarlikse geldigheid van 'n vryballonvlieënierlisensie	1 463,00

(e) vir lisensie verifikasie	836.00
(f) vir endossement van 'n gradering	638.00
(g) vir verifikasie van eksamen uitslae	836.00

Gelde met betrekking tot Deel 71 (RPAS Personeel Lisensiëring)

187.01.18 Die volgende fooie is betaalbaar:

	R
(a) met betrekking tot die lisensiëring van lugvaart personeel—	
(i) vir die uitreiking of heruitreiking van RPC	1 068,00
(ii) vir die uitreiking van instrukteur gradering vir RPC	876.00
(iii) aanlyn eksamens per vak	471.00
(iv) uitreiking van 'n duplikaat RPC	900.00
(v) hervalidering van RPC	1 033,00
(vi) aanvanklike aanwysing van 'n eksaminator	1 319,00
(vii) radiofoon operateur eksaminator	1 533,00

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(viii) lisensie verifikasie	836.00
(ix) endossement van 'n gradering	636.00
(x) verifikasie van eksamen uitslae	836.00
(b) met betrekking tot RMT-magtiging—	
(i) vir die uitreiking of heruitreiking van RMT-magtiging	1 192,00
(ii) vir wysiging van RMT-magtiging	782.00
(iii) vir hernuwing van RMT-magtiging	1 008,00

Gelde met betrekking tot Deel 91 (Algemene Lugvaart- en Bedryfs Vlugreëls)

187.01.19 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n duplikaat massa- en balansverslag	879.00
(b) vir die uitreiking van 'n duplikaat-vlug handleiding goedkeuring	617.00
(c) vir die uitreiking van 'n duplikaat-vliegtuig toerusting lys	879.00

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(d) vir die uitreiking of heruitreiking van 'n RVSM-sertifikaat	1 423,00
(e) vir die uitreiking of heruitreiking van 'n minimum navigasie prestasie spesifikasie sertifikaat	617.00
(f) vir die uitreiking of heruitreiking van FM-immuniteit sertifikaat	6,035.00
(g) vir die uitreiking of heruitreiking van gebieds navigasie sertifikaat	628.00
(h) vir die uitreiking of heruitreiking van transponder binêre, desimale of heksadesimale kodes	450.00
(i) vir die uitreiking of heruitreiking van 'n sertifikaat van toestemming om 'n vliegtuig in te voer	628.00
(j) as 'n basis prys vir goedkeuring van 'n emissive moniterings plan sonder stadspare	8,201.00
(k) vir goedkeuring van emissie moniterings plan per stadpaar	1 036,00
(l) vir goedkeuring van wysigings aan 'n emissie moniterings plan, per uur	1 036,00
(m) as basis prys vir die uitreiking van 'n sertifikaat van goedkeuring van 'n geverifieerde emissie verslag sonder stadpare	4,100.00
(n) vir die uitreiking van 'n sertifikaat van goedkeuring van 'n geverifieerde emissie verslag per stadpaar	502.00
(o) vir goedkeuring van wysigings aan die geverifieerde emissie verslag, per uur	1 036,00

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(p) vir goedkeuring van 'n volfiliale vliegtuigoperateur wat wettiglik in die Republiek geregistreer is om behandel te word as 'n enkele gekonsolideerde vliegtuigoperateur wat aanspreeklik is vir voldoening aan die vereistes van CORSIA	607.00
(q) per prosedure vir goedkeuring van die gebruik van ekwivalente prosedures in plaas van die gespesifiseerde prosedures	4,100.00

Gelde met betrekking tot Deel 92 (Vervoer van Gevaarlike Goedere)

187.01.20 Die volgende fooie is betaalbaar:

	R
(a) vir 'n vrystelling ingevolge regulasie 92.01.6	3,611.00
(b) dat 'n vrystelling op 'n dringende basis oorweeg kan word	8,436.00
(c) vir die validering van 'n buitelandse sertifikaat wat uitgereik is vir die hantering van gevaarlike goedere wat per lug vervoer moet word ingevolge regulasie 92.01.16	1 215,00
(d) vir die uitreiking van goedkeuring vir gevaarlike goedere	3,007.00

Gelde met betrekking tot Deel 93 (Korporatiewe Lugvaart Bedrywighede en Hoëprestasie-vliegtuie)

187.01.21 Die volgende fooie is betaalbaar:

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	R
(a) vir die uitreiking van 'n CAOC	20 638,00
(b) vir elke vliegtuig (vliegtuig of helikopter) wat op 'n bedryf spesifikasie geplaas word (nuwe vliegtuigtipe)	4,094.00
(c) vir elke vliegtuig (vliegtuig of helikopter) wat op 'n bedryf spesifikasie (bestaande vliegtuigtipe) geplaas word	3,643.00
(d) vir die hernuwing van 'n CAOC waarna verwys word in paragraaf(a) of die jaarlikse geldeenheid van die bedryf spesifikasie	17 372,00
(e) vir die plasing van elke vliegtuig op 'n hernude CAOC	4,094.00
(f) vir die uitreiking van 'n sertifikaat van goedkeuring vir 'n Operasionele Handleiding ten opsigte van 'n CAOC-houer, per uur	1 084,00
(g) vir goedkeuring van wysigings aan 'n Operasionele Handleiding met betrekking tot 'n CAOC-houer, per uur	1 084,00
(h) vir die verwydering van 'n vliegtuig van die goedkeuring sertifikaat	898.00
(i) algemene uurlikse tarief	1 084,00

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Gelde met betrekking tot Deel 96 (Kommersiële Operasie van Nie-Tipe Gesertifiseerde Vliegtuie)

187.01.22 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n bedryf sertifikaat ingevolge regulasie 96.04.2 vir 'n vliegtuig met 'n MCM van 5 700 kg of minder.	24 511,00
(b) vir 'n vliegtuig wat op 'n bedryf spesifikasie geplaas is in 'n klas waarna in paragraaf (a) verwys word, nuwe vliegtuigtipe)	4,181.00
(c) vir 'n vliegtuig wat op 'n bedryf spesifikasie geplaas is in 'n klas waarna in paragraaf (a) verwys word (bestaande vliegtuigtipe)	3,730.00
(d) vir die hernuwing van 'n bedryf sertifikaat waarna in paragraaf (a) verwys word en/of jaarlikse van die OpSpec	18,028.00
(e) vir die plasing van 'n vliegtuig op 'n hernude bedryf sertifikaat	4,181.00
(f) vir die uitreiking van 'n sertifikaat van goedkeuring vir 'n bedryfs handleiding, per uur	1 084,00
(g) vir goedkeuring van wysigings aan 'n bedryfs handleiding, per uur	1 084,00
(h) vir die verwydering van 'n vliegtuig waarna paragraaf (a) verwys word uit die OpSpec	906.00

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Gelde met betrekking tot Deel 101 (Onbemande Vliegtuigstelsel)

187.01.23 Die volgende fooie is betaalbaar:

	R
(a) met betrekking tot die UAS-goedkeuringsbrief—	
(i) vir aansoek om uitreiking, heruitreiking of wysiging van 'n goedkeuringsbrief	459.00
(ii) vir die assessering van stelsel veiligheids voorlegging, per uur	1 084,00
(b) met betrekking tot registrasie—	
(i) vir registrasie van 'n UA	922.00
(ii) vir die uitreiking van 'n duplikaat sertifikaat van registrasie	725.00
(iii) vir wysiging van 'n registrasie sertifikaat	725.00
(iv) vir verandering van eienaarskap	929.00
(v) vir kansellasie van registrasie	929.00
(c) met betrekking tot 'n UAS-bedryf sertifikaat—	
(i) vir aanvanklike uitreiking van UASOC	8,089.00
(ii) vir elke byvoeging van vliegtuie in 'n UASOC	1 606,00
(iii) vir hernuwing van UASOC waarna in subparagraaf (i) verwys word of jaarlikse geldeenheid van die bedryf spesifikasie	6 046,00

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(iv) vir hernuwing ten opsigte van elke bykomende vliegtuig	1 606,00
(v) vir die uitreiking van 'n sertifikaat van goedkeuring vir 'n Bedryf Handleiding	4,177.00
(vi) vir goedkeuring van die volgende wysigings aan 'n Bedryf Handleiding per uur	1 445,00
(vii) vir die verwydering van vliegtuie uit 'n UASOC	906.00

Gelde met betrekking tot Deel 105 (Bedryf van Valskerms en Valsones)

187.01.24 Die volgende fooie is betaalbaar:

	R
(a) vir nuwe aflaaisone-toepassing	1 328,00
(b) vir tydelike aflaaisone-toepassing	595.00
(c) vir vertoonsprong toepassing	305.00

Gelde met betrekking tot Deel 108 (Lug vrag sekuriteit)

187.01.25 Die volgende fooie is betaalbaar:

	R

(a) vir die aanvanklike uitreiking van 'n goedkeuring sertifikaat aan gereguleerde agente (saam met paragrawe (d) en (e) opgedra)	6 374,00
(b) vir die hernuwing van 'n sertifikaat van goedkeuring van gereguleerde agente	6,507.00
(c) vir 'n wysiging van 'n sekuriteitshandleiding, per uur	1 084,00
(d) per perseel ten opsigte van voorgeskrewe inspeksies—	
(i) vir 'n perseel tot 1 000 m2	2,498.00
(ii) vir 'n perseel wat 1 000 m2 oorskry, maar nie 5 000 m2 oorskry nie	3,638.00
(iii) vir 'n perseel wat 5 000 m2 oorskry	6,270.00
(e) met betrekking tot die aanvanklike goedkeuring van 'n sekuriteit handleiding—	
(i) vir 'n handleiding wat uit 100 of minder bladsye bestaan	2,410.00
(ii) vir 'n handleiding wat uit 101 tot 200 bladsye bestaan	4,271.00
(iii) vir 'n handleiding wat uit meer as 200 bladsye bestaan	9,796.00
(f) vir die aanvanklike uitreiking van 'n akkreditasie sertifikaat van 'n bekende afsender	3,995.00
(g) vir die hernuwing van 'n akkreditasie sertifikaat van 'n bekende afsender	3,995.00

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(h) vir die validering van 'n akkreditasie sertifikaat van 'n bekende afsender	2,528.00

Gelde met betrekking tot Deel 109 (Lugvaart Sekuriteit Opleiding Organisasies)

187.01.26 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n goedkeuring van 'n lugvaart sekuriteit opleiding organisasie	4,790.00
(b) vir 'n wysiging van 'n goedkeuring van 'n lugvaart sekuriteit opleiding organisasie	2 366,00
(c) vir die hernuwing van 'n goedkeuring van 'n lugvaart sekuriteit opleiding organisasie	2 374,00
(d) vir 'n sertifiserings werkswinkel vir lugvaart sekuriteit instrukteurs	3,376.00
(e) vir 'n sertifisering as lugvaart sekuriteit instrukteurs per kursus (aanvanklik)	2 014,00
(f) vir 'n lugvaart sekuriteit instrukteurs -sertifisering (tweejaarlikse hernuwing)	2 262,00
(g) vir die validering van 'n buitelandse sertifikaat	2,747.00

Gelde met betrekking tot Deel 110 (Sertifisering van Lugvaart Sekuriteit Ondersoekers)

187.01.27 Die volgende fooie is betaalbaar:

	R

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(a) vir jaarlikse aanwysing as 'n lugvaart sekuriteits sondersoeker	1 449,00
(b) vir siftings eksamen met betrekking tot lugvaart sekuriteits-siftings sertifisering, per vak (vir aanvanklike siftings sertifisering)	949.00
(c) vir die hermerk van 'n eksamen met betrekking tot 'n lugvaart sekuriteits ondersoeker sertifikaat, per vak	621.00
(d) vir jaarlikse her-sertifisering van 'n sekuriteits ondersoeker	522.00
(e) vir die validering van 'n lugvaart sekuriteits ondersoeker-sertifisering of ekwivalente dokument	1 339,00
(f) vir die uitreiking van 'n sertifikaat vir lugvaart sekuriteits ondersoek organisasie (aanvanklike aansoek)	7,949.00
(g) vir hernuwing van lugvaart sekuriteits ondersoeker-organisasie sertifikaat	3,466.00
(h) vir wysigings aan die handleiding van prosedures, per uur	1 084,00
(i) buite-skedule eksamen, per uur	1,084,00
(j) sertifiserings werkswinkel vir personeel opleiding op die werk, per persoon wat bywoon	1 084,00
(k) vir die uitreiking of heruitreiking van 'n lugvaar tsekuriteits ondersoeker sertifikaat	1 172,00
(l) vir die uitreiking van 'n duplikaat lugvaart sekuriteit ondersoeker sertifikaat	776.00

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Gelde met betrekking tot Deel 111 (Lugvaart Sekuriteit)

187.01.28 Die volgende fooie is betaalbaar:

	R
(a) vir 'n aansoek om goedkeuring vir sekuriteit oorwegings in die ontwerp van 'n nuwe lughawe en verandering van bestaande infrastruktuur van 'n lughawe	6,719.00
(b) vir goedkeuring van sekuriteit toerusting wat verkry moet word	6,719.00
(c) vir goedkeuring van buitengewone sekuriteit maatreëls	3,987.00
(d) vir die aanwysing van 'n beampte vir lugvaart sekuriteit	3,819.00
(e) vir 'n aansoek om die aanwysing van 'n lughawe	21 870,00
(f) vir goedkeuring met betrekking tot 'n sekuriteits program, handleiding of aanvullende stasie prosedures, per uur	1 084,00
(g) vir goedkeuring van wysigings aan 'n sekuriteits program, handleiding of aanvullende stasie prosedures, per uur	1 084,00

Gelde met betrekking tot Deel 114 (Lugvaart Sekuriteit vir Nie-Geskeduleerde Kommersiële Vliegtuig Bedrywighede)

187.01.29 Die volgende fooie is betaalbaar:

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	R
(a) met betrekking tot die goedkeuring van 'n sekuriteits program of -handleiding, per uur	1 084,00
(b) vir goedkeuring vir 'n wysiging van die aanvanklike sekuriteits program of -handleiding, per uur.	1 084,00

Gelde met betrekking tot Deel 121 (Lug Vervoer Bedrywighede – Vervoer per vliegtuig van meer as 19 passasiers of vrag)

187.01.30 (1) Die volgende fooie is, onderworpe aan die bepalings van subregulasie (2), betaalbaar:

	R
(a) vir die uitreiking van 'n bedryf sertifikaat ingevolge regulasie 121.06.2 vir 'n vliegtuig in die gesertifiseerde massa klas van—	
(i) 5 701 kg – 20 000 kg	40,408.00
(ii) 20 001 kg – 130 000 kg	45,566.00
(iii) groter as 130 000 kg	48,715.00
(b) vir elke vliegtuig wat op 'n bedryf spesifikasie in die gesertifiseerde massa klas van—	
(i) 5 701 kg – 20 000 kg	4,388.00
(ii) 20 001 kg – 130 000 kg	5,489.00

(iii) groter as 130 000 kg	8,223.00
(c) vir die hernuwing van 'n bedryf sertifikaat waarna in paragraaf (a) verwys word of die jaarlikse geldigheid van die bedryf spesifikasie met betrekking tot 'n vliegtuig in die gesertifiseerde massa klas van—	
(i) 5 701 kg – 20 000 kg	33 727,00
(ii) 20 001 kg – 130 000 kg	44,933.00
(iii) groter as 130 000 kg	56,110.00
(d) vir die plasing van elke vliegtuig op 'n hernude bedryf sertifikaat:	
(i) 5 701 kg – 20 000 kg	4,388.00
(ii) 20 001 kg – 130 000 kg	5,489.00
(iii) groter as 130 000 kg	8,223.00
(e) vir die goedkeuring en wysigings aan 'n bedryfs handleiding, per uur	1 084,00
(f) vir die verwydering van 'n vliegtuig van 'n goedkeuring sertifikaat	891.00

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(2) Waar 'n aansoek om 'n bedryf sertifikaat of 'n hernuwing daarvan betrekking het op meer as een vliegtuig gesertifiseerde massa klas, is die betaalbare fooi ten opsigte van 'n vliegtuig in die hoogste algehele gesertifiseerde massa klas wat van toepassing is op Deel 121.

Gelde met betrekking tot Deel 127 (Kommersiële Helikopter Bedrywighede: Passasiers, Vrag en Pos)

187.01.31 (1) Die volgende fooie is, onderworpe aan die bepalings van subregulasie (2), betaalbaar:

	R
(a) vir die uitreiking van 'n bedryf sertifikaat ingevolge regulasie 127.06.2 vir 'n helikopter in die gesertifiseerde massa klas van—	
(i) minder as 1 500 kg	26 372,00
(ii) 1 500 kg – 5 700 kg	28,108.00
(iii) groter as 5 700 kg	31 500,00
(b) vir elke helikopter wat op die bedryf spesifikasie in die gesertifiseerde massa klas geplaas word van—	
(i) minder as 1 500 kg	3,502.00
(ii) 1 500 kg – 5 700 kg	4,248.00
(iii) groter as 5 700 kg	4,849.00

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(c) vir die hernuwing van 'n bedryf spesifikasie waarna in paragraaf (a) verwys word of die jaarlikse geldigheid van die bedryf sertifikaat ten opsigte van 'n helikopter in die gesertifiseerde massa klas van—	
(i) minder as 1 500 kg	19 659,00
(ii) 1 500 kg – 5 700 kg	23 073,00
(iii) groter as 5 700 kg	28 355,00
(d) vir die goedkeuring en wysigings aan 'n bedryfs handleiding, per uur	1 084,00
(e) vir die verwydering van 'n helikopter van 'n goedkeuring sertifikaat	891.00

(2) Waar 'n aansoek om 'n bedryf sertifikaat of 'n hernuwing daarvan betrekking het op meer as een gesertifiseerde massa klas-helikopter, is die betaalbare fooi ten opsigte van 'n helikopter in die hoogste totale gesertifiseerde massa klas wat van toepassing is op Deel 127.

Gelde met betrekking tot Deel 135 (Lug Vervoer Bedrywighede – Vervoer van minder as 20 passasiers of vrag)

187.01.32 Die volgende fooie is betaalbaar:

	R

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(a) vir die uitreiking van 'n bedryf spesifikasie ingevolge regulasie 135.06.2 vir 'n vaste vlerk vliegtuig met 'n maksimum gesertifiseerde passasier sitplek kapasiteit van 19 of minder passasiers, of 'n vliegtuig in 'n volledig vrag konfigurasie met 'n maksimum vragmassa van 8618 kg of minder	23 708,00
(b) vir elke vliegtuig wat op 'n bedryf spesifikasie in die klas waarna in paragraaf (a) verwys word, geplaas word	4,094.00
(c) vir die hernuwing van 'n bedryf sertifikaat waarna in paragraaf (a) verwys word of die jaarlikse geldeenheid van die bedryf spesifikasie	17,620.00
(d) vir die plasing van 'n vliegtuig op 'n hernude bedryf spesifikasie, die fooie waarna in paragraaf (b) verwys word	4,094.00
(e) vir die goedkeuring en wysigings aan 'n Bedryfs handleiding, per uur	1 084,00
(f) vir die verwydering van 'n vliegtuig van 'n goedkeuring sertifikaat	891.00

Gelde met betrekking tot Deel 136 (Lug Vervoer Bedrywighede – Kommersiële Bedrywighede van Vrye Ballonne)

187.01.33 Die volgende fooie is betaalbaar:

	R
(a) vir die aanvanklike uitreiking van 'n bedryf sertifikaat	17 778,00
(b) vir elke bykomende ballon wat op 'n bedryf spesifikasie geplaas word	3 000,00

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(c) vir hernuwing of variasie van 'n bedryf sertifikaat en/of jaarlikse geldigheid van die bedryf spesifikasie	13 258,00
(d) vir hernuwing ten opsigte van elke bykomende ballon	3 000,00
(e) vir die goedkeuring en wysigings aan 'n Bedryfs handleiding, per uur	1 084,00
(f) vir die verwydering van 'n ballon uit die register van bedryf spesifikasies	898.00

Gelde met betrekking tot Deel 137 (Lug Werk Bedrywighede)

187.01.34 Die fooie betaalbaar vir 'n bedryf sertifikaat voorgeskryf deur regulasie 137.01.3 wat uitgereik moet word vir Deel 121, Deel 127 of Deel 135, na gelang van die geval, is die fooie voorgeskryf vir daardie Deel.

Gelde met betrekking tot Deel 138 (Lug Ambulans Bedrywighede)

187.01.35 Die fooie betaalbaar vir 'n bedryf sertifikaat voorgeskryf deur regulasie 138.01.2 wat uitgereik moet word vir Deel 121, Deel 127 of Deel 135, na gelang van die geval, is die fooie voorgeskryf vir daardie Deel.

Gelde met betrekking tot Deel 139 (Vliegvelde en Helikopterhawens)

187.01.36(1) Die volgende fooie is betaalbaar:

R

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(a) vir die uitreiking van goedkeuring vir die oprigting van 'n sellulêre telefoonmas of enige ander hindernis	1 313,00
(b) vir die uitreiking en hernuwing van 'n helikopterstop	9,474.00
(c) vir die uitreiking of hernuwing van 'n helihawe lisensie—	
(i) Kategorie H 0	18 191,00
(ii) Kategorie H 1	20 096,00
(iii) Kategorie H 2	22 097,00
(iv) Kategorie H 3	26,922.00
(d) vir die indiening van aansoek om goedkeuring van hindernisse	1 227,00
(e) met betrekking tot 'n aansoek om goedkeuring van 'n hindernis—	
(i) vir 'n perseel met 'n enkele struktuur	186.00
(ii) per struktuur vir 'n terrein met veelvuldige strukture	6 784,00
(f) met betrekking tot 'n wysiging van 'n hindernis aansoek–	
(i) vir hindernis beperking oppervlakke per aanloopbaan	4,043.00

(ii) vir CNS, (per toepaslike stelsel)	4,081.00
(iii) vir lugruim-impak bepaling, uurlikse tarief	1 084,00
(iv) vir alle ander assesserings wat nie spesifiek verskaf word nie, uurlikse tarief	1 084,00
(g) vir die assessering van hindernis beperking oppervlakke	1 893,00
(h) vir CNS-assessering	1 938,00
(i) vir enige ander assessering wat nie spesifiek verskaf word nie, uurlikse tarief	1 084,00

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(2) Die volgende fooie is betaalbaar ten opsigte van die ooreenstemmende kategorie dienste wat in die tabel hieronder weerspieël word:

KAT	Brandweerdienste, Sekuriteit en Gevaarlike Goedere		Infrastruktuur	Beligting	Instrumentasie
	Nasionale vliegveld	Internasionale vliegveld		Relevant vir al die kategorieë wat in die Tabel gelys word	Relevant vir al die kategorieë wat in die Tabel gelys word
	R	R	R	R	R
4	19 099,00	37,763.00	2,320.00	Vir Instrument aanloopbane: 5,50 /m; of Nie-instrument aanloopbane 2,57 /m	
5	23 132,00	45,134.00	2,681.00		
6	28 673,00	50,187.00	5,361.00		
7	70,876.00	114,017.00	16 139,00		
8	142,728.00	290,422.00	37,835.00		
9	290,422.00	497,702.00	53,798.00		
10	408,187.00	747,193.00	842,666.00		

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(3) Die volgende fooie is betaalbaar soos uiteengesit in die volgende tabel met betrekking tot dienste met betrekking tot Goedgekeurde Vliegvelde:

Vliegveldtipe	**R**
Tipe A	7,057.00
Tipe B	7,057.00
Tipe C	7,057.00
Beligting (Relevant vir vliegveld tipe goedgekeur)	Aanloopbane 2,57/m
Instrumentasie (Relevant vir vliegveld tipe goedgekeur)	Vir VOR: 2 836,00 ILS: 3 345,00 NDB: 910.00 PAPI (Oudit) per stel: 1 699,00 VHF-spektrum: 2 155,00

Gelde met betrekking tot Deel 141 (Lugvaart Opleiding Organisasies)

187.01.37 Die volgende fooie is betaalbaar:

R

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(a) vir uitreiking van 'n ATO-sertifikaat en opleidings bedryf spesifikasie–	
(i) per aansoek	6 248,00
(ii) uurlikse tarief vir inspeksie tyd	1 084,00
(b) vir wysiging van 'n ATO-sertifikaat of opleidings bedryf spesifikasie–	
(i) per aansoek	2,215.00
(ii) uurlikse tarief vir inspeksie tyd	1 084,00
(c) vir die hernuwing van 'n ATO-sertifikaat of jaarlikse geldigheid van die opleidings bedryf spesifikasie–	
(i) per aansoek	6 248,00
(ii) uurlikse tarief vir die inspeksie tyd	1 084,00
(d) vir elke vliegtuig wat aanvanklik op 'n ATO-opleidings bedryf spesifikasie geplaas is–	
(i) vliegtuig met 'n MCM van 5 701 kg of meer	4,810.00
(ii) vliegtuig met 'n MCM van 2 701 kg tot 5 700 kg	3,795.00
(iii) vliegtuie met 'n MCM van 2 700 kg of minder	2,453.00

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(e) vir jaarlikse geldeenheids fooie vir elke vliegtuig wat op die ATO-opleidings bedryf spesifikasie geplaas word–	
(i) vliegtuie met 'n MCM van 5 701 kg of meer	4,810.00
(ii) vliegtuie met 'n MCM van 2 701 kg tot 5 700 kg	3,795.00
(iii) vliegtuie met 'n MCM van 2 700 kg of minder	2,453.00
(f) vir die uitreiking van 'n opleidings toestel goedkeuring–	
(i) per aansoek	1 603,00
(ii) uurlikse tarief vir inspeksie tyd	1 084,00
(g) vir die aanvanklike goedkeuring van 'n opleidings- en procedure handleiding–	
(i) per aansoek	6 248,00
(ii) uurlikse tarief per inspekteur vir goedkeurings tyd	1 084,00
(h) vir goedkeuring van wysigings aan 'n opleidings- en procedure handleiding, per uur	1 084,00
(i) vir die uitreiking van 'n DTO-sertifikaat of opleidings bedryf spesifikasie–	
(i) per aansoek	2,211.00

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(ii) uurlikse tarief vir inspeksie tyd	1 084,00
(j) vir wysiging van 'n DTO-sertifikaat of opleidings bedryf spesifikasie–	
(i) per aansoek	2,211.00
(ii) uurlikse tarief vir inspeksie tyd	1 084,00
(k) vir die hernuwing van 'n DTO-sertifikaat en die jaarlikse geldigheid van opleidings bedrywighede-spesifikasie–	
(i) per aansoek	2,211.00
(ii) uurlikse tarief vir die inspeksie tyd	1 084,00
(l) met betrekking tot 'n DTO-opleidingsillabus–	
(i) die aanvanklike goedkeuring daarvan	2,197.00
(ii) uurlikse tarief per inspekteur vir goedkeurings tyd	1 084,00

Gelde met betrekking tot Deel 145 (Vliegtuig Onderhouds Organisasies)

187.01.38 (1) Die volgende fooie is betaalbaar vir dienste wat binne die grense van die Republiek gelewer word:

R

(a) met betrekking tot die uitreiking van AMO-goedkeuring–	
(i) vir die aansoek	6 696,00
(ii) uurlikse tarief vir die inspeksie tyd	1 084,00
(b) vir wysiging van 'n AMO-goedkeuring	1 236,00
(c) met betrekking tot die hernuwing van 'n AMO-goedkeuring waarna in paragraaf(a) verwys word of die jaarlikse geldeenheid van die bedryf spesifikasie–	
(i) vir die aansoek	1 313,00
(ii) uurlikse tarief vir die inspeksie tyd	1 084,00

(2) Die volgende fooie is betaalbaar vir dienste wat buite die grense van die Republiek gelewer word:

	US$
(a) vir die uitreiking van 'n AMO-goedkeuring, die uurlikse tarief vir inspeksie tyd	219.00
(b) vir die hernuwing van 'n AMO-goedkeuring, die uurlikse tarief vir inspeksie tyd.	219.00

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Gelde met betrekking tot Deel 147 (Ontwerp Organisasies vir Produkte, Onderdele en Toestelle)

187.01.39 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n ontwerp- en/of jaarlikse geldeenheids organisasie goedkeuring om produkte of veranderinge daaraan te ontwerp ingevolge regulasie 147.02.6	6 696,00
(b) vir wysiging van 'n ontwerp organisasie se goedkeuring om produkte te ontwerp of veranderinge daaraan ingevolge regulasie 147.02.6	1 236,00
(c) vir die hernuwing van 'n ontwerp organisasie goedkeuring om produkte of veranderinge daaraan te ontwerp ingevolge regulasie 147.02.15	1 313,00
(d) vir die uitreiking en/of jaarlikse geldigheid van 'n ontwerp organisasie se goedkeuring om onderdele en toestelle of veranderinge daaraan te ontwerp	6 696,00
(e) vir wysiging van 'n ontwerp organisasie se goedkeuring om onderdele en toestelle te ontwerp of veranderinge daaraan te verander	582.00
(f) vir die hernuwing van 'n ontwerp organisasie se goedkeuring om onderdele en toestelle of veranderinge daaraan te ontwerp.	788.00

Gelde met betrekking tot Deel 148 (Vervaardigings Organisasies)

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187.01.40 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking en/of jaarlikse geldigheid van 'n vervaardigings organisasie goedkeuring ingevolge regulasie 148.02.2	6 696,00
(b) vir wysiging van 'n vervaardigings organisasie goedkeuring ingevolge regulasie 148.02.2.	1 236,00
(c) vir die hernuwing van 'n vervaardigings organisasie-goedkeuring ingevolge regulasie 148.02.2	1 313,00
(d) vir inspeksie van 'n organisasie vir die uitreiking van 'n goedkeuring sertifikaat per uur	1 084,00
(e) vir die jaarlikse geldigheid van 'n goedkeuringsertifikaat	645.00
(f) vir jaarlikse inspeksie met betrekking tot voortgesette goedkeuring per uur.	1 084,00

Gelde met betrekking tot Deel 149 (Lugvaart Rekreasie Organisasies)

187.01.41 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n lugvaart rekreasie-organisasie se goedkeuring ingevolge regulasie 149.02.6	6 696,00

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(b) vir die wysiging van 'n goedkeuring van 'n lugvaart rekreasie-organisasie ingevolge regulasie 149.02.6	252.00
(c) vir hernuwing en/of jaarlikse geldigheid van 'n goedkeuring van 'n lugvaart rekreasie-organisasie ingevolge regulasie 149.02.12	1 062,00

Gelde met betrekking tot Deel 172 (Lugruim- en Lug Verkeers Dienste)

187.01.42 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n ATSU-goedkeuring ingevolge regulasie 172.03.5	25 691,00
(b) vir die hernuwing van 'n ATSU-goedkeuring ingevolge regulasie 172.03.9	6 653,00
(c) vir 'n duplikaat ATSU-goedkeuring	326.00
(d) vir goedkeuring van–	
(i) vliegveld beheerdiens	44,689.00
(ii) vliegveld- en naderings beheerdiens	74,399.00
(iii) vliegveld beheerdiens, naderings beheerdiens en naderings bewakings diens	130,768.00

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(iv) vliegveld beheerdiens, naderings beheerdiens, gebieds beheerdiens, naderings bewakings diens, gebieds bewakings diens en vluginligting	269,957.00
(v) vliegveld vlug inligtings diens	28 715,00

Gelde met betrekking tot Deel 173 (Vlug Prosedure-Ontwerp)

187.01.43 Die volgende fooie is betaalbaar:

	R
(a) met betrekking tot 'n aansoek of wysiging van 'n Kategorie (A)-vlug prosedure-ontwerp goedkeuring ingevolge regulasie 173.01.10	
(i) vir die aansoek	17,285.00
(ii) uurlikse tarief vir die inspeksie tyd	1 084,00
(b) met betrekking tot die hernuwing van 'n kategorie (A)-vlug prosedure-ontwerp goedkeuring ingevolge regulasie 173.01.13–	
(i) vir die aansoek	14 329,00
(ii) uurlikse tarief vir die inspeksie tyd	1 084,00
(c) met betrekking tot die aansoek of wysiging van 'n kategorie (B)-vlug prosedure-ontwerp goedkeuring ingevolge	

regulasie 173.01.10–	
(i) vir 'n aansoek	15 650,00
(ii) uurlikse tarief vir inspeksie tyd	1 084,00
(d) met betrekking tot die hernuwing van 'n kategorie (B)-vlug prosedure-ontwerp goedkeuring ingevolge regulasie 173.01.13–	
(i) vir toepassing	12 908,00
(ii) uurlikse tarief vir inspeksie tyd	1 084,00
(e) met betrekking tot die indiening van 'n vlug prosedure ingevolge regulasie 173.02.4–	
(i) vir voorbereiding en kontrole vir nuwe of hersiene ontwerp per vliegveld, per voorlegging	9,045.00
(ii) vir presisie-naderings segment	10 918,00
(iii) vir Naderings Prosedure met Vertikale Leiding, BARO Vertikale Navigasie, of Satelliet Gebaseerde Aanvulling Stelsel Segment	10 918,00
(iv) vir nie-presisie-nadering, insluitend 3x IAF, 3x Hold, Visueel Maneuvering Aankoms, en Terminale Aankoms Hoogte, of Minimum Sektor Hoogte	20 929,00

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(v) vir Visuele Maneuvering Aankoms Sirkelbeweging	5,213.00
(vi) vir Hold	3,974.00
(vii) vir Terminale Aankomshoogte of Minimum Sektorhoogte	3,974.00
(viii) vir Standaard Instrument Vertrek	15 354,00
(ix) vir Standaard Instrument Aankoms insluitend 1x Hold	13 268,00
(x) vir Onderweg	8,009.00
(xi) vir enige ander voorlegging wat nie hierbo gelys is nie, die uurlikse tarief	1 084,00

Gelde met betrekking tot Deel 175 (Lugvaart Inligting Stelsels)

187.01.44 Die volgende fooie is betaalbaar:

	R
(a) vir die uitreiking van 'n AIS-eenheid goedkeuring	27,339.00

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(b) vir wysiging van 'n AIS-eenheids goedkeuring	507.00
(c) vir die uitreiking van 'n duplikaat AIS-eenheids goedkeuring	507.00
(d) vir hernuwing vanAIS-eenheid goedkeuring	20 539,00
(e) vir 'n afskrif van 'n AIP, uitgesluit posgeld	908.00
(f) vir intekening op die Suid-Afrikaanse Lugvaart Inligtings Publikasie se Jaarlikse Wysigings diens	645.00

Gelde met betrekking tot Deel 176 (Toekenning van Radiotelefonie (RTF) Oproep Seine, 3-Letter Vliegtuig Wysers en Ligging Wysers)

187.01.45 Die volgende fooie is betaalbaar:

	R
(a) vir radiotelefonie-roepsein-aansoek ingevolge regulasie 176.00.2	1 735,00

Gelde met betrekking tot Deel 185 (Afdwinging)

187.01.46 Die volgende fooie is betaalbaar:

	R

(a) vir die indiening van 'n appèl by die Direkteur ingevolge regulasies 185.04.2	4,226.00

Gelde vir appèl na die appèl komitee

187.01.47 Die volgende fooie is betaalbaar:

	R
(a) vir die indiening van 'n appèl by die appèl komitee ingevolge regulasie 185.04.4	7,063.00

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Uurlikse tarief

187.01.45 (1) Vir enige diens wat deur die Owerheid in die Republiek verskaf word waarvoor geen spesifieke fooi in hierdie Deel bepaal is nie, is 'n uurlikse tarief van R1 084,00 betaalbaar.

(2) Vir enige diens wat deur die Owerheid buite die Republiek gelewer word waarvoor geen spesifieke fooi in hierdie Deel bepaal is nie, is 'n uurlikse tarief van US$ 219.00 betaalbaar.

Kort titel en aanvang

3. Hierdie regulasie word die Vyf-en-dertigste Wysiging van die Burger Lugvaart Regulasies 2026, en tree in werking op 1 Oktober 2026.”.

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DEPARTMENT OF WATER AND SANITATION

NO. 7862 **28 August 2026**

NATIONAL WATER ACT, 1998

PROPOSED WATER RESOURCE CLASSES AND RESOURCE QUALITY OBJECTIVES FOR THE LOWER ORANGE CATCHMENT

I, Pemmy Majodina, in my capacity as Minister of Water and Sanitation, and duly authorised in terms of section 13(4) of the National Water Act, 1998 (Act No. 36 of 1998), hereby publish for public comment, the notice on the proposed water resources classes and the associated resource quality objectives, in the Schedule hereto and intended to be issued in terms of section 13(1) of the National Water Act, 1998 (Act No. 36 of 1998).

Any person who wishes to submit written comments in connection with the proposed water resources classes and resource quality objectives is hereby invited to do so within 60 days from the date of publication hereof by -

(a) Posting such comments to the following address:
Department of Water and Sanitation
Private Bag X 313
Pretoria
0001

or

(b) Emailing such comments to the following address: Ms Lebogang Matlala
Email: matlalal@dws.gov.za

Comments must be addressed to the Director: Water Resource Classification and marked for the attention of Ms Lebogang Matlala. Comments received after the closing date shall not be considered.



MS PEMMY MAJODINA
MINISTER OF WATER AND SANITATION
DATE: 06 - 08 - 2026

SCHEDULE
PROPOSED WATER RESOURCE CLASSES AND RESOURCE QUALITY OBJECTIVES FOR THE LOWER ORANGE CATCHMENT

1 DEFINITIONS

In this Schedule any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context indicates otherwise -

"Class I water resource" means a water resource which is minimally used; and in which the configuration of ecological categories of the water resources within a catchment, results in an overall condition of that water resource that is minimally altered from its pre-development condition, and as defined in the Water Resource Classification System Regulation;

"Class II water resource" means a water resource which is moderately used; and in which the configuration of ecological categories of the water resources within a catchment, results in an overall condition of that water resource that is moderately altered from its pre-development condition and as defined in the Water Resource Classification System Regulation;

"Class III water resource" means a water resource which is heavily used; and in which the configuration of ecological categories of the water resources within a catchment, results in an overall condition of that water resource that is significantly altered from its pre-development condition and as defined in the Water Resource Classification System Regulation;

"Water Resource Classification System" means the Regulations for the Establishment of the Classification System, 2010 as prescribed in Government Notice No. R. 810 of 17 September 2010;

"Ecological category" means the ecological condition of that water resource in terms of the deviation of its biophysical components from a predevelopment condition;

"Ecological water requirements' in relation to a water resource, means the quantity and quality of water of that resource that is required to maintain the said water resource in its assigned ecological category;

"Integrated unit of analysis" means a water resource catchment that incorporates a socio-economic zone, but is defined by a watershed;

"Percentile" means the non-exceedance probability of a set of data *i.e.*, at the 95th percentile, 95 percent of values must be less than or equal to the water quality RQO numerical limit; and at 50th percentile, 50 percent of values must be less than or equal to the water quality RQO numerical limit.

"Present ecological state" means the current health or integrity of various biological attributes of the resource, compared to the natural or close to natural reference conditions;

"Recommended ecological category" means a category indicating the realistically attainable ecological management target for a water resource

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"Resource quality objectives" means descriptive qualitative statements and numerical values for the biological, physical, and chemical attributes of the significant water resources throughout the catchments;

"Resource unit" means a basic unit of a water resource to which Resource Quality Objectives will apply;

"Target ecological category" means the ultimate target to achieve a sustainable system both ecologically and economically, considering the present ecological state and recommended ecological category.

2 DESCRIPTION OF THE WATER RESOURCE

(1) The water resource classes and resource quality objectives are determined for all or part of significant water resources within the Lower Orange Catchment area set out below:

Water Management Area:	Vaal-Orange
Drainage Region:	C92B, C92C, D41B—D41M, D42, D51- D58, D61, D62, D71, D72, D73, D81, D82, F10, F20, F30, F40, F50, F60A-E
River(s):	Lower Orange, Brak, Kuruman, Buffels, Holgat, Swartlintjies, Spoeg, Bitter, Groen, Sout

(2) The date from which the resource quality objectives (RQOs) will apply shall be the date stipulated in the *Gazette* wherein the final approved RQOs for the Lower Orange catchment in the Vaal-Orange Water Management Area will be published.

3 DETERMINATION OF THE CLASS OF WATER RESOURCE IN TERMS OF SECTION 13(1)*(a)* OF THE ACT

(1) The proposed water resource classes per Integrated Unit of Analysis (IUA), which are in accordance with the Water Resource Classification System, for the Lower Orange Catchment are as listed in Table 1 and as illustrated in Figure 1 of Annexure A.

(2) The IUAs in the Lower Orange Catchment are listed in Table 2 and illustrated in Figure 2 of Annexure A.

(3) The surface water resource units (RUs) and quaternary catchments are listed in Table 3 and indicated in Figure 3 of Annexure A

(4) The groundwater resource units (GRUs) and quaternary catchments are listed in Table 4 and indicated in Figure 4 of Annexure A

(5) The priority wetlands are listed in Table 5 and indicated in Figure 5 of Annexure A.

(6) The catchment estuaries are listed in Table 6 and indicated in Figure 6 of Annexure A.

(7) A summary of the proposed Water Resource Classes per IUA and Ecological Categories are listed in Table 7 of Annexure A.

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4 WATER RESOURCES WITH PROPOSED RESOURCE QUALITY OBJECTIVES DETERMINED

(1) Table 8 of Annexure A provides:

(i) the listed Integrated Unit of Analysis in the Lower Orange for which proposed Resource Quality Objectives have been determined.

(ii) the selected Water Resources (Rivers, Wetlands, Groundwater and Estuaries) for which Resource Quality Objectives are presented; and

(iii) reference to subsequent tables within the gazette that list the proposed Resource Quality Objectives per selected sub-components (quantity, quality, habitat, biota or groundwater) per Resource Unit.

(2) Resource quality objectives for rivers per integrated unit of analysis and resource units within the Lower Orange catchment are specified in Tables 9 – 14 of Annexure A.

(3) Resource quality objectives for priority wetland clusters and systems in selected resource units in the Lower Orange catchment are set out in Table 15 of Annexure A.

(4) Resource quality objectives for groundwater in priority Groundwater Resource Units are as specified and set out in Tables 17 - 25 of Annexure A.

(5) Resource quality objectives for Orange Estuary and smaller estuaries are set out in Table 26 - 30 of Annexure A.

The Annexure to this Notice, containing the proposed water resource classes and Resource Quality Objectives, can be accessed from:

https://www.dws.gov.za/wem/WRCS/lo.aspx

Or requested from:

Director: Water Resource Classification
Attention: Ms Lebogang Matlala
Department of Water and Sanitation
Ndinaye Building 5046
178 Francis Baard Street
Private Bag x 313
Pretoria
0001
E-mail: matlalal@dws.gov.za

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DEPARTEMENT VAN WATER EN SANITASIE

NO. 7862 **28 Augustus 2026**

VOORGESTELDE WATERHULPBRONKLASSE EN HULPBRONKWALITEITSDOELWITTE VIR DIE LAER ORANJE OPVANGSGEBIED

Ek, Pemmy Majodina, in my hoedanigheid as Minister van Water en Sanitasie, en behore gemagtig ingevolge artikel 13(4) van die Nasionale Waterwet, 1998 (Wet Nr. 36 van 1998), publiseer hiermee vir openbare kommentaar die kennisgewing oor die voorgestelde Waterhulpbronklasse en die gepaardgaande hulpbronkwaliteitsdoelwitte, in die Aanhangsel hiervan en bedoel om uitgereik te word ingevolge artikel 13(1) van die Nasionale Waterwet, 1998 (Wet Nr. 36 van 1998).

Enige persoon wat skriftelike kommentaar wil indien in verband met die voorgestelde waterhulpbronklasse en hulpbronkwaliteitsdoelwitte word hiermee uitgenooi om dit te doen binne 60 dae vanaf die datum van publikasie hiervan deur -

(a) Plaas sulke kommentaar na die volgende adres:
Departement van Water en Sanitasie
Privaatsak X 313
Pretoria
0001

of

(b) Stuur sulke kommentaar per e-pos na die volgende adres: Me. Lebogang Matlala
E-pos: matlalal@dws.gov.za

Kommentaar moet gerig word aan die Direkteur: Waterhulpbronklassifikasie en gemerk word vir die aandag van Me. Lebogang Matlala. Kommentaar wat na die sluitingsdatum ontvang word, sal nie oorweeg word nie.



ME PEMMY MAJODINA
MINISTER VAN WATER EN SANITASIE
DATUM: 06 · 08 · 2026

SKEDULE
VOORGESTELDE WATERHULPBRONKLASSE EN HULPBRONKWALITEITSDOELWITTE VIR DIE LAER ORANJE OPVANGSGEBIED

1 DEFINISIES

In hierdie Skedule het enige woord of uitdrukking waaraan 'n betekenis in die Wet toegeken is, sal die betekenis wat aldus toegeken is, en tensy die konteks anders aandui -

"Klas I-waterhulpbron" beteken 'n waterhulpbron wat minimaal gebruik word; en waarin die samestelling van ekologiese kategorieë van die waterhulpbronne binne 'n Opvangsgebied lei tot 'n algehele toestand van daardie waterhulpbron wat minimaal verander is vanaf sy toestand voor ontwikkeling, en soos gedefinieer in die Waterhulpbronklassifikasiestelsel Regulasie;

"Klas II-waterhulpbron" beteken 'n waterhulpbron wat matig gebruik word; en waarin die samestelling van ekologiese kategorieë van die waterhulpbronne binne 'n Opvangsgebied lei tot 'n algehele toestand van daardie waterhulpbron wat matig verander is van sy toestand voor die ontwikkeling en soos gedefinieer in die Waterhulpbronklassifikasiestelsel Regulasie;

"Klas III-waterhulpbron" beteken 'n waterhulpbron wat swaar gebruik word; en waarin die samestelling van ekologiese kategorieë van die waterhulpbronne binne 'n Opvangsgebied lei tot 'n algehele toestand van daardie waterhulpbron wat aansienlik verander is van sy toestand voor ontwikkeling en soos gedefinieer in die Waterhulpbronklassifikasiestelselregulasie;

"Waterhulpbronklassifikasiestelsel" beteken die Regulasies vir die Vestiging van die Klassifikasiestelsel, 2010 soos voorgeskryf in Goewermentskennisgewing Nr. R. 810 van 17 September 2010;

"Ekologiese kategorie" beteken die ekologiese toestand van daardie waterhulpbron in terme van die afwyking van sy biofisiese komponente van 'n toestand voor ontwikkeling;

" Ekologiese watervereistes" met betrekking tot 'n waterhulpbron beteken die hoeveelheid en die kwaliteit van water van daardie hulpbron wat nodig is om die betrokke waterhulpbron in sy vermoë te handhaaf toegekende ekologiese kategorie;

"Geïntegreerde eenheid van analise" beteken 'n waterhulpbronOpvangsgebied wat 'n sosio-ekonomiese sone insluit, maar deur 'n Opvangsgebied gedefinieer word;

"Persentiel" beteken die nie-oorskrydingswaarskynlikheid van 'n datastel , *d.w.s.* by die 95ste persentiel moet 95 persent van die waardes minder as of gelyk wees aan die numeriese limiet vir watergehalte-RQO, en by die 50ste persentiel moet 50 persent van die waardes minder as of gelyk wees aan die numeriese limiet vir watergehalte-RQO;

"Huidige ekologiese toestand" beteken die huidige gesondheid of integriteit van verskeie biologiese eienskappe van die hulpbron, in vergelyking met die natuurlike of naby-natuurlike verwysingstoestande;

"Aanbevole ekologiese kategorie" beteken 'n kategorie wat die realisties haalbare ekologiese bestuursteiken vir 'n waterhulpbron aandui;

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"Hulpbronkwaliteitsdoelwitte" beteken beskrywende kwalitatiewe stellings en numeriese waardes vir die biologiese, fisiese en chemiese eienskappe van die beduidende waterbronne dwarsdeur die Opvangsgebiede;

"Hulpbroneenheid" beteken 'n basiese eenheid van 'n waterhulpbron waarop Hulpbronkwaliteitsdoelwitte van toepassing sal wees;

"Teiken-ekologiese kategorie" beteken die uiteindelike teiken om 'n volhoubare stelsel te bereik, beide ekologies en ekonomies, met inagneming van die huidige ekologiese toestand en aanbevole ekologiese kategorie.

2 BESKRYWING VAN DIE WATERBRON

(1) Die waterhulpbronklasse en hulpbronkwaliteitsdoelwitte word bepaal vir al of 'n deel van beduidende waterbronne binne die Laer Oranje Opvangsgebied soos hieronder uiteengesit:

Waterbestuursgebied:	Vaal-Oranje
Dreineringsgebied:	C92B, C92C, D41B—D41M, D42, D51 tot D58, D61, D62, D71, D72, D73, D81, D82, F 10, F20, F30, F40, F50, F60A-E
Rivier(e):	Laer -Oranje, Brak, Kuruman, Buffels , Holgat , Swartlintjies , Spoeg , Bitter, Groen, Sout

(2) Die datum vanaf waarop die hulpbronkwaliteitsdoelwitte (HKV's) van toepassing sal wees, is die datum wat in die *Staatskoerant bepaal word* waarop die finale goedgekeurde HKV's vir die Laer -Oranje-Opvangsgebied in die Vaal-Oranje-waterbestuursgebied gepubliseer sal word.

3 BEPALING VAN DIE KLAS VAN WATERHULPBRONNE INGEVOLGE ARTIKEL 13(1) *(a)* VAN DIE WET

(1) Die voorgestelde waterhulpbronklasse per Geïntegreerde Eenheid van Analise (IUA-Aanvanklike Ondeelbare Bedrag), wat in ooreenstemming is met die Waterhulpbronklassifikasiestelsel, vir die Laer Oranje Opvangsgebied word in Tabel 1 gelys en in Tabel 1van Aanhangsel A geïllustreer .Figuur 1gelys Tabel 2gelys Tabel 3gelys en in Figuur 4 van Aanhangsel A.

(2) Die prioriteitsvleilande word in Tabel 5 gelys en in Figuur 5van Aanhangsel A aangedui.

(3) Die opvangsriviermondings word in Tabel 6 gelys en in Figuur 6 van Aanhangsel A.

(4) 'n Opsomming van die voorgestelde Waterhulpbronklasse per IUA en Ekologiese Kategorieë word in Tabel 7 van Aanhangsel A gelys.

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4 WATERBRONNE MET VOORGESTELDE HULPBRONKWALITEITDOELWITTE BEPAAL

(1) Tabel 8 van Aanhangsel A bepaal:

(i) die gelyste Geïntegreerde Eenheid van Analise in die Laer Oranje waarvoor voorgestelde Hulpbronkwaliteitsdoelwitte bepaal is.

(ii) die gekose waterbronne (riviere, vleilande, grondwater en riviermondings) waarvoor hulpbronkwaliteitsdoelwitte aangebied word; en

(iii) verwysing na daaropvolgende tabelle in die staatskoerant wat die voorgestelde Hulpbronkwaliteitsdoelwitte per geselekteerde subkomponente (hoeveelheid, kwaliteit, habitat, biota of grondwater) per Hulpbroneenheid lys.

(2) Hulpbronkwaliteitsdoelwitte vir riviere per geïntegreerde eenheid van ontleding en hulpbroneenhede binne die Laer -Oranje-Opvangsgebied word in Tabelle 9 – 14 van Aanhangsel A gespesifiseer.

(3) Hulpbronkwaliteitsdoelwitte vir prioriteitsvleilandgroepe en -stelsels in geselekteerde hulpbroneenhede in die Laer Oranje-Opvangsgebied word in Tabel 15 van Aanhangsel A uiteengesit.

(4) Hulpbronkwaliteitsdoelwitte vir grondwater in prioriteitsgrondwaterhulpbroneenhede is soos gespesifiseer en uiteengesit in Tabelle 17 - 25 van Aanhangsel A.

(5) Hulpbronkwaliteitsdoelwitte vir die Oranjeriviermonding en kleiner riviermondings word in Tabel 26 - 30 van Aanhangsel A uiteengesit.

Die Aanhangsel tot hierdie Kennisgewing, wat die voorgestelde waterhulpbronklasse en Hulpbronkwaliteitsdoelwitte bevat, kan verkry word vanaf:

https://www.dws.gov.za/wem/WRCS/lo.aspx

Of aangevra van:

Direkteur: Waterhulpbronklassifikasie
Aandag: Me Lebogang Matlala
Departement van Water en Sanitasie
Ndinaye -gebou 5046
178 Francis Baardstraat
Privaatsak x 313
Pretoria
0001
E-pos: matlalal@dws.gov.za

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MOLAO WA BOSETŠHABA WA METSI, 1998

DITLHOPHA TSE DI TSHITSHINNGWANG TSA METSWEDI YA METSI LE MAIKAELELO A BOLENG JWA METSWEDI YA METSI MO KGAOLONG E E KWA TLASE YA ORANGE

Nna, Pemmy Majodina, mo maemong a me jaaka Tona ya Metsi le Kgelelolesweng, mme ke letleletswe ka tshwanelo go ya ka karolo 13(4) ya Molao wa Bosetšhaba wa Metsi, 1998 (Molao No. 36 wa 1998), ke phasalatsa kitsiso ka ga ditlhopha tse di tshitshinngwang tsa metswedi ya metsi le maikaelelo a boleng jwa metswedi e e golaganeng, mo Lenaneong le le fano le le ikaeletsweng go phasaladiwa go ya ka karolo 13(1) ya Molao wa Bosetšhaba wa Metsi, 1998 (Molao No. 36 wa 1998).

Motho mongwe le mongwe yo o eletsang go romela dikakgelo tse di kwadilweng tse di amanang le ditlhopha tsa metswedi ya metsi tse di tshisintsweng le maikaelelo a boleng jwa metswedi ya metsi o lalediwa go dira jalo mo malatsing a le 60 go tloga ka letlha la go phasaladiwa ga seno ke-

(a) Go romela dikakgelo tseo kwa atereseng e e latelang:
Lefapha la Metsi le Kgelelolesweng
Kgetsana ya Sephiri X 313
Pretoria
0001

kgotsa

(b) Go romela dikakgelo tse di ntseng jalo ka imeili kwa atereseng e e latelang: Mme Lebogang Matlala
Email: matlalal@dws.gov.za

Dikakgelo di tshwanetse go lebisiwa kwa go Motsamaisi: Tsamaiso ya Metswedi ya Metsi mme di tshwaiwe go tlhokomelwa ke Mme Lebogang Matlala. Dikakgelo tse di amogetsweng morago ga letlha le le beilweng ga di tsewe tsia.

MME PEMMY MAJODINA
TONA YA METSI LE KGELELOLESWE
LETLHA: 06. 08. 2026

THULAGANYO
DITLHOPHA TSE DI TSHITSHINNGWANG TSA METSWEDI YA METSI LE MAIKAELELO A BOLENG JWA METSWEDI YA METSI MO KGAOLONG E E KWA TLASE YA ORANGE

1 DITHALOSO

Mo Thulaganyong e, lefoko lengwe le lengwe kgotsa polelwana e e abetsweng bokao mo Molaong e tla nna le bokao jo bo abetsweng, ntle le fa bokao bo supa ka tsela e nngwe -

"Sedirisiwa sa metsi sa Kemo ya I" se kaya sedirisiwa sa metsi se se dirisitsweng go le gonnye fela; mme mo go sona sebopego sa ditlhopha tsa ikholoji tsa didiriswa tsa metsi mo lefelong le le nang le metsi, se dira gore seemo sa kakaretso sa sedirisiwa sa metsi seo se fetoge go le gonnye fela go tswa mo seemong sa sone sa pele ga ntshetsopele, mme se tlhalosiwa mo Molaotheong wa Thulaganyo ya Tsamaiso ya Tsamaiso ya Tsamaiso ya Metswedi ya Metsi;

"Sedirisiwa sa metsi sa Kemo II" se kaya sedirisiwa sa metsi se se diriswang ka selekanyo se se lekanyeditsweng; le se mo go sone go rulaganngwa ga ditlhopha tsa ikholoji tsa didiriswa tsa metsi mo lefelong le le nang le metsi, go dirang gore seemo sa kakaretso sa sedirisiwa seo sa metsi se fetoge go le gonnye go tswa mo seemong sa sone sa pele ga go agiwa ga sone mme se tlhalosiwa mo Molaotheong wa Thulaganyo ya go Kgaoganya Didirisiwa tsa Metsi;

"Sedirisiwa sa metsi sa Karolo ya III" se kaya sedirisiwa sa metsi se se dirisiwang thata; mme mo go sona, go rulaganngwa ga ditlhopha tsa ikholoji tsa didiriswa tsa metsi mo lefelong la go gelela metsi, go felela ka gore seemo sa kakaretso sa sedirisiwa seo sa metsi se fetoge thata go tswa mo seemong sa sone sa pele ga go agiwa ga sone mme se tlhalosiwa mo Molaotheong wa Thulaganyo ya go Kgaoganya Didirisiwa tsa Metsi;

"Thulaganyo ya Tsamaiso ya Metswedi ya Metsi" e kaya Melawana ya go Tlhomiwa ga Thulaganyo ya Tsamaiso ya Metsi, 2010 jaaka e tlhalositswe mo Kitsisong ya Mmuso No. R. 810 ya 17 Lwetse 2010;

" Kgaolo ya ekholoji" e kaya maemo a ekholoji a motswedi oo wa metsi go ya ka go fapoga ga dikarolo tsa one tsa biophysical go tswa mo seemong sa pele ga ntshetsopele;

"Ditlhokego tsa metsi tsa tikologo" tse di amanang le motswedi wa metsi, di kaya bontsi le boleng jwa metsi a motswedi oo bo bo tlhokegang go tshola motswedi oo wa metsi mo maemong a one a a siameng
maemo a tikologo a a abetsweng;

"Yuniti e e kopantsweng ya tshekatsheko" e kaya kgaolo ya metsi e e akaretsang kgaolo ya itsholelo-loago, mme e tlhalosiwa ke kgaolo ya metsi;

"Phesenthaele" e kaya kgonagalo ya go se fete ga sete ya tshedimosetso, ke gore, mo phesenthaeleng ya bo95, diperesente di le 95 tsa boleng di tshwanetse go nna kwa tlase ga kgotsa go lekana le tekanyetso ya boleng jwa metsi ya RQO; mme mo phesenthaeleng ya bo50, diperesente di le 50 tsa boleng di tshwanetse go nna kwa tlase ga kgotsa go lekana le tekanyetso ya boleng jwa metsi ya RQO.

"Boemo jwa ga jaana jwa ikholoji" go kaiwa boitekanelo jwa ga jaana kgotsa go sa senyega ga dikarolo tse di farologaneng tsa tlhago tsa motswedi, fa go bapisiwa le maemo a tlholego kgotsa a a batlileng a tshwana le a tlholego;

"Legoro la tikologo le le akantshiwang" le kaya legoro le le supang maikaelelo a a ka fitlhelelwang a go laola tikologo ya motswedi wa metsi;

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"Maitlhomo a boleng jwa metswedi" ke dipolelo tse di tlhalosang boleng le dipalo tse di tlhalosang dinonofo tsa botshelo, tsa mmele le tsa dikhemikale tsa metswedi e e botlhokwa ya metsi mo mafelong otlhe a a nang le metsi;

"Ditshenyegelo" ke yuniti ya motheo ya motswedi wa metsi o o tla dirisediwang go fitlhelela Maitlhomo a Boleng jwa Metswedi;

"Setlhopha sa tikologo se se lebeletsweng" go kaya mokgele wa bofelo wa go fitlhelela thulaganyo e e tswelelang ya tikologo le ya ikonomi, go lebilwe seemo sa ikholoji sa ga jaana le setlhopha sa ikholoji se se atlanegisitsweng.

2 TLHALOSO YA MOTSWEDI WA METSI

(1) Ditlhopa tsa metswedi ya metsi le maikaelelo a boleng jwa metswedi ya metsi di tlhomilwe mo metsweding yotlhe ya metsi kgotsa karolo ya yone mo lefelong la go gelela metsi la Lower Orange le le tlhalosiwang fa tlase fano:

Lefelo la Botsamaisi jwa Metsi:	Vaal-Orange
Kgaolo ya kgelelo ya metsi:	C92B, C92C, D41B-D41M, D42, D51-D58, D61, D62, D71, D72, D73, D81, D82, F10, F20, F30, F40, F50, F60A-E
Dinoka:	Lower Orange, Brak, Kuruman, Buffels, Holgat, Swartlintjies, Spoeg, Bitter, Groen, Sout

(2) Letlha le ka lona maikaelelo a boleng jwa metswedi (RQOs) a tla dirang ke letlha le le beilweng mo Kaseteng le mo go lone go tla phasaladiwang RQOs ya bofelo e e amogetsweng ya kgaolo ya Lower Orange mo Kgaolong ya Taolo ya Metsi ya Vaal-Orange.

3 TLHOMAMISO YA DITLHOPA TSA MOTSWEDI WA METSI JAAKA GO TLHOKEGA MALEBANA LE KAROLO 13(1)(a) YA MOLAO

(1) Ditlhopa tsa metswedi ya metsi tse di tshisintsweng go ya ka Yuniti e e Kopanetsweng ya Tshekatsheko (IUA), tse di tsamaelanang le Tsamaiso ya go Kgaoganya Metswedi ya Metsi, tsa kgaolo ya Lefelo le le Kwa Tlase la Orange di kwadilwe mo Lenaneong la 1 le jaaka go bontshitswe mo Setshwantshong sa 1 sa Mametlelelo A.

(2) Diyuniti tse di kopantsweng tsa tshekatsheko mo Lefelo le le Kwa Tlase la Orange di kwadilwe mo Lenaneong 2 mme di bontshiwa mo Setshwantshong 2 sa Mametlelelo A.

(3) Diyuniti tsa metswedi ya metsi a a kwa godimo (RUs) le mafelo a a nang le metsi a a kwa tlase a kwadilwe mo Lenaneong la 3 mme di bontshiwa mo Setshwantshong sa 3 sa Mametlelelo A.

(4) Diyuniti tsa metswedi ya metsi a a kafa tlase ga lefatshe (GRUs) le mafelo a a nang le metsi a a kwa tlase ga lefatshe a kwadilwe mo Lenaneong la 4 mme a bontshitswe mo Setshwantshong sa 4 sa Mametlelelo A.

(5) Matsha a e leng ditlapele a kwadilwe mo Lenaneong la 5 mme a bontshitswe mo Setshwantshong sa 5 sa Mametlelelo A.

(6) Madutiso a melomo ya dinoka a tlhagisiwa mo Lenaneong la 6 mme a bontshiwa mo Setshwantshong 6 sa Mametlelelo A.

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(7) Tshobokanyo ya Ditlhopa tsa Motswedi wa Metsi mo Diyuniti tse di kopantsweng tsa tshekatsheko le Ditlhopa tsa Ikholoji di tlhagisiwa mo Lenaneong la 7 la Mametlelelo A.

4 METSWEDI YA METSI E E NANG LE MAIKAELELO A BOLENG JWA METSWEDI E E TSHITSHINNGWANG

(1) Lenaneo 8 la Mametlelelo A le neela ka:

(i) Yuniti e e Kopantsweng ya Tshekatsheko e e Kwa Tlase ga noka ya Orange e go neng ga tlhongwa maikaelelo a Boleng jwa Metswedi e e neng e akantshiwa.

(ii) Metswedi ya Metsi e e tlhophilweng (Dinoka, Matsha, Metsi a a kwa tlase ga lefatshe le Melomo ya dinoka) e go tlhagisiwang Maikaelelo a Boleng jwa Metswedi ya Metsi; le

(iii) tshupetso go tswa mo dithapisong tse di latelang mo lokwalodikgannyeng tse di tlhagisang Maikaelelo a Boleng jwa Metswedi e e akantshitsweng go ya ka dikarolo tse di tlhophilweng (bontsi, boleng, tikologo, ditshedi kgotsa metsi a a kafa tlase ga lefatshe) go ya ka Yuniti ya Motswedi.

(2) Maitlhomo a boleng jwa metswedi ya dinoka ka yuniti e e kopantsweng ya tshekatsheko le diyuniti tsa metswedi ya metsi mo lefelong la go gelela metsi la Orange e Kwa Tlase a tlhalositswe mo go Lenaneo 8 - 13 la Mametlelelo A.

(3) Maitlhomo a boleng jwa metswedi ya metsi a ditlhopha le ditsamaiso tsa mafelo a a nang le seriti mo diyuniting tse di tlhophilweng tsa metswedi ya metsi mo kgaolong ya Orange e e Kwa Tlase a tlhalosiwa mo go Lenaneo 14 la Mametlelelo A.

(4) Maikaelelo a boleng jwa metswedi ya metsi a a kwa tlase mo diyuniting tsa metswedi ya metsi a a kwa tlase tse di nang le tshiamelo ke jaaka go tlhalositswe le go bewa mo go Lenaneo 16 - 24 la Mametlelelo A.

(5) Maitlhomo a boleng jwa metswedi ya metsi a Molomo wa Noka ya Orange le melomongwana ya dinoka a tlhalosiwa mo go Lenaneo 25 - 29 la Mametlelo A.

Mametlelelo a Kitsiso eno, a a nang le ditlhopha tse di tshisintsweng tsa metswedi ya metsi le Maitlhomo a Boleng jwa Metswedi ya Metsi, a ka bonwa go tswa go:

https://www.dws.gov.za/wem/WRCS/lo.aspx

Kgotsa a kopiwe go tswa go:

Mokaedi: Thulaganyo ya Ditlhopho tsa Metsi
Tlhokomelo: Mme Lebogang Matlala
Kgoro ya Metsi le Kgeleloleswe
Kago ya Ndinaye 5046
Seterata sa 178 Francis Baard
Kgetsana ya Sephiri x 313
Pretoria
0001

E-meile: matlalal@dws.gov.za

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DEPARTMENT OF WOMEN, CHILDREN AND PEOPLE WITH DISABILITIES

NO. 7863 **28 August 2026**

NOTICE IN TERMS OF SECTION 9 (2) OF THE NATIONALCOUNCIL ON GENDER BASED VIOLENCE AND FEMICIDE ACT, 2024 (ACT NO. 9 OF 2024)

In terms of section 9 (2) of the National Council on Gender Based Violence and Femicide Act, 2024 (Act No. 9 of 2024), the following persons, whose names are hereby published for general information, have been appointed as members of the National Council on Gender Based Violence and Femicide for a period of three years with effect from 1 August 2026 until 31 July 2029:

Dr Ramalepe Lebogang Mathibe; Dr Zubeda Dangor; Ms Keitumetse Fatimata Moutlatse; Ms Caroline Peters; Ms Vuyisiwe Nxumalo; Mr Anele Siswana; Mr TWM Limema; Ms S Magangoe; Ms Reshoketswe Welhemina Tshabalala; Ms T Tshandu; Mr LC Mohalaba; Adv B Currie – Gamwo; Dr NI Ndlovu; Dr G Whittle; and Lieutenant General Tebello Mosikili

_____

Ms SINDISIWE CHIKUNGA, MP
MINISTER IN THE PRESIDENCY RESPONSIBLE FOR WOMEN, YOUTH AND PERSONS WITH DISABILITIES

DATE: _____

women, youth & persons with disabilities
Department:
Women, Youth and Persons with Disabilities
REPUBLIC OF SOUTH AFRICA

2030 NDP

EXPLANATORY NOTE

PUBLISHING THE NAMES OF THE MEMBERS OF THE NATIONAL COUNCIL AND GENDER BASED VIOLENCE AND FEMICIDE IN THE GAZETTE

On 21 July 2026 the President appointed members of the National Council on Gender Based Violence and Femicide (Council) in terms of section 6(1)(a) of the National Council on Gender Based Violence Act, 2024. The following members have been appointed with effect from 1 August 2026 until 31 July 2029:

Dr Ramalepe Lebohang Mathibe, Ms Keitumetsi Fatimata Moutloatse, Ms Caroline Peters, Dr Zubeida Dangor, Ms Vuyisiwe Nxumalo, Mr Anele Siswana, Mr TWM Limema.

In addition to the above-mentioned members, eight representatives from organs of state were also appointed in terms of section 6 (1) (b) of the NCGBVF Act. The following members representing organs of state have been appointed with effect from 1 August 2026 until 31 July 2029:

Ms WR Tshabalala, Mr LC Mohalaba, Ms S Magangoe, Dr NI Ndlovu, Dr G Whittle, Ms T Tshandu, Lieutenant General Tebello Mosikili, Adv B Currie – Gamwo.

Section 9 (2) of the Act provides that the Minister must publish in the *Gazette* the names of the members and the commencement date of their term, not later than 30 days after their appointment.

Upon signing by the Minister, the notice will be published in the government gazette under general notice.

End

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PROCLAMATION NOTICE 341 OF 2026

81/172488
(Z 19E)

BY THE

PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

ADDITION OF THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY AS A SCHEDULE TO THE NON-PROLIFERATION OF WEAPONS OF MASS DESTRUCTION ACT, 1993 (ACT NO. 87 OF 1993)

By virtue of the powers vested in me in terms of section 27 of the Non-Proliferation of Weapons of Mass Destruction Act, 1993 (Act No. 87 of 1993) (the Act), I hereby by means of the accompanying Proclamation, add the Comprehensive Nuclear-Test-Ban Treaty as a Schedule to the Act.

Given under my Hand and the Seal of the Republic of South Africa at ....Pretoria.. this ..12.. day of ..June..... Two Thousand and Twenty Six.

PRESIDENT

MINISTER OF THE CABINET

Comprehensive Nuclear-Test-Ban Treaty (CTBT)



Comprehensive Nuclear-Test-Ban Treaty (CTBT)

and
Text on the Establishment of a Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization

www.ctbto.org



CTBTO PREPARATORY COMMISSION | COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION

The Comprehensive Nuclear-Test-Ban Treaty was adopted by the General Assembly on 10 September 1996 (resolution 50/245) and was opened for signature by all States on 24 September 1996. It will enter into force 180 days after the date of deposit of the instruments of ratification by all States listed in Annex 2 to the Treaty. The names of the countries are those that were in use when the Treaty was adopted.

The Text on the Establishment of a Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization was adopted on 19 November 1996 (resolution CTBT/MSS/RES/1) at a Meeting of States Signatories convened by the Secretary-General of the United Nations in his capacity as Depositary of the Treaty.

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50/245. Comprehensive Nuclear-Test-Ban Treaty

The General Assembly,

Recalling its resolution 50/65 of 12 December 1995, in which the Assembly declared its readiness to resume consideration of the item "Comprehensive test-ban treaty", as necessary, before its fifty-first session in order to endorse the text of a comprehensive nuclear-test-ban treaty,

1. *Adopts* the Comprehensive Nuclear-Test-Ban Treaty, as contained in document A/50/1027;

2. *Requests* the Secretary-General, as depositary of the Treaty, to open it for signature, at United Nations Headquarters, at the earliest possible date;

3. *Calls upon* all States to sign and, thereafter, according to their respective constitutional processes, to become parties to the Treaty at the earliest possible date;

4. *Also requests* the Secretary-General, as depositary of the Treaty, to report to the General Assembly at its fifty-second session on the status of signature and ratifications of the Treaty.

125th plenary meeting
10 September 1996

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COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

Preamble

The States Parties to this Treaty (hereinafter referred to as "the States Parties"),

Welcoming the international agreements and other positive measures of recent years in the field of nuclear disarmament, including reductions in arsenals of nuclear weapons, as well as in the field of the prevention of nuclear proliferation in all its aspects,

Underlining the importance of the full and prompt implementation of such agreements and measures,

Convinced that the present international situation provides an opportunity to take further effective measures towards nuclear disarmament and against the proliferation of nuclear weapons in all its aspects, and *declaring* their intention to take such measures,

Stressing therefore the need for continued systematic and progressive efforts to reduce nuclear weapons globally, with the ultimate goal of eliminating those weapons, and of general and complete disarmament under strict and effective international control,

Recognizing that the cessation of all nuclear weapon test explosions and all other nuclear explosions, by constraining the development and qualitative improvement of nuclear

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weapons and ending the development of advanced new types of nuclear weapons, constitutes an effective measure of nuclear disarmament and non-proliferation in all its aspects,

Further recognizing that an end to all such nuclear explosions will thus constitute a meaningful step in the realization of a systematic process to achieve nuclear disarmament,

Convinced that the most effective way to achieve an end to nuclear testing is through the conclusion of a universal and internationally and effectively verifiable comprehensive nuclear test-ban treaty, which has long been one of the highest priority objectives of the international community in the field of disarmament and non-proliferation,

Noting the aspirations expressed by the Parties to the 1963 Treaty Banning Nuclear Weapon Tests in the Atmosphere, in Outer Space and Under Water to seek to achieve the discontinuance of all test explosions of nuclear weapons for all time,

Noting also the views expressed that this Treaty could contribute to the protection of the environment,

Affirming the purpose of attracting the adherence of all States to this Treaty and its objective to contribute effectively to the prevention of the proliferation of nuclear weapons in all its aspects, to the process of nuclear disarmament and therefore to the enhancement of international peace and security,

Have agreed as follows:

Article I. Basic obligations

1. Each State Party undertakes not to carry out any nuclear weapon test explosion or any other nuclear explosion, and to prohibit and prevent any such nuclear explosion at any place under its jurisdiction or control.

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2. Each State Party undertakes, furthermore, to refrain from causing, encouraging, or in any way participating in the carrying out of any nuclear weapon test explosion or any other nuclear explosion.

Article II. The Organization

A. General provisions

1. The States Parties hereby establish the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as "the Organization") to achieve the object and purpose of this Treaty, to ensure the implementation of its provisions, including those for international verification of compliance with it, and to provide a forum for consultation and cooperation among States Parties.

2. All States Parties shall be members of the Organization. A State Party shall not be deprived of its membership in the Organization.

3. The seat of the Organization shall be Vienna, Republic of Austria.

4. There are hereby established as organs of the Organization: the Conference of the States Parties, the Executive Council and the Technical Secretariat, which shall include the International Data Centre.

5. Each State Party shall cooperate with the Organization in the exercise of its functions in accordance with this Treaty. States Parties shall consult, directly among themselves, or through the Organization or other appropriate international procedures, including procedures within the framework of the United Nations and in accordance with its Charter, on any matter which may be raised relating to the object and purpose, or the implementation of the provisions, of this Treaty.

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6. The Organization shall conduct its verification activities provided for under this Treaty in the least intrusive manner possible consistent with the timely and efficient accomplishment of their objectives. It shall request only the information and data necessary to fulfil its responsibilities under this Treaty. It shall take every precaution to protect the confidentiality of information on civil and military activities and facilities coming to its knowledge in the implementation of this Treaty and, in particular, shall abide by the confidentiality provisions set forth in this Treaty.

7. Each State Party shall treat as confidential and afford special handling to information and data that it receives in confidence from the Organization in connection with the implementation of this Treaty. It shall treat such information and data exclusively in connection with its rights and obligations under this Treaty.

8. The Organization, as an independent body, shall seek to utilize existing expertise and facilities, as appropriate, and to maximize cost efficiencies, through cooperative arrangements with other international organizations such as the International Atomic Energy Agency. Such arrangements, excluding those of a minor and normal commercial and contractual nature, shall be set out in agreements to be submitted to the Conference of the States Parties for approval.

9. The costs of the activities of the Organization shall be met annually by the States Parties in accordance with the United Nations scale of assessments adjusted to take into account differences in membership between the United Nations and the Organization.

10. Financial contributions of States Parties to the Preparatory Commission shall be deducted in an appropriate way from their contributions to the regular budget.

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11. A member of the Organization which is in arrears in the payment of its assessed contribution to the Organization shall have no vote in the Organization if the amount of its arrears equals or exceeds the amount of the contribution due from it for the preceding two full years. The Conference of the States Parties may, nevertheless, permit such a member to vote if it is satisfied that the failure to pay is due to conditions beyond the control of the member.

B. The Conference of the States Parties

Composition, procedures and decision-making

12. The Conference of the States Parties (hereinafter referred to as "the Conference") shall be composed of all States Parties. Each State Party shall have one representative in the Conference, who may be accompanied by alternates and advisers.

13. The initial session of the Conference shall be convened by the Depositary no later than 30 days after the entry into force of this Treaty.

14. The Conference shall meet in regular sessions, which shall be held annually, unless it decides otherwise.

15. A special session of the Conference shall be convened:

(a) When decided by the Conference;

(b) When requested by the Executive Council; or

(c) When requested by any State Party and supported by a majority of the States Parties.

The special session shall be convened no later than 30 days after the decision of the Conference, the request of the Executive Council, or the attainment of the necessary support, unless specified otherwise in the decision or request.

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16. The Conference may also be convened in the form of an Amendment Conference, in accordance with Article VII.

17. The Conference may also be convened in the form of a Review Conference, in accordance with Article VIII.

18. Sessions shall take place at the seat of the Organization unless the Conference decides otherwise.

19. The Conference shall adopt its rules of procedure. At the beginning of each session, it shall elect its President and such other officers as may be required. They shall hold office until a new President and other officers are elected at the next session.

20. A majority of the States Parties shall constitute a quorum.

21. Each State Party shall have one vote.

22. The Conference shall take decisions on matters of procedure by a majority of members present and voting. Decisions on matters of substance shall be taken as far as possible by consensus. If consensus is not attainable when an issue comes up for decision, the President of the Conference shall defer any vote for 24 hours and during this period of deferment shall make every effort to facilitate achievement of consensus, and shall report to the Conference before the end of this period. If consensus is not possible at the end of 24 hours, the Conference shall take a decision by a two-thirds majority of members present and voting unless specified otherwise in this Treaty. When the issue arises as to whether the question is one of substance or not, that question shall be treated as a matter of substance unless otherwise decided by the majority required for decisions on matters of substance.

23. When exercising its function under paragraph 26*(k)*, the Conference shall take a decision to add any State to the list

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of States contained in Annex 1 to this Treaty in accordance with the procedure for decisions on matters of substance set out in paragraph 22. Notwithstanding paragraph 22, the Conference shall take decisions on any other change to Annex 1 to this Treaty by consensus.

Powers and functions

24. The Conference shall be the principal organ of the Organization. It shall consider any questions, matters or issues within the scope of this Treaty, including those relating to the powers and functions of the Executive Council and the Technical Secretariat, in accordance with this Treaty. It may make recommendations and take decisions on any questions, matters or issues within the scope of this Treaty raised by a State Party or brought to its attention by the Executive Council.

25. The Conference shall oversee the implementation of, and review compliance with, this Treaty and act in order to promote its object and purpose. It shall also oversee the activities of the Executive Council and the Technical Secretariat and may issue guidelines to either of them for the exercise of their functions.

26. The Conference shall:

(a) Consider and adopt the report of the Organization on the implementation of this Treaty and the annual programme and budget of the Organization, submitted by the Executive Council, as well as consider other reports;

(b) Decide on the scale of financial contributions to be paid by States Parties in accordance with paragraph 9;

(c) Elect the members of the Executive Council;

(d) Appoint the Director-General of the Technical Secretariat (hereinafter referred to as "the Director-General");

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(e) Consider and approve the rules of procedure of the Executive Council submitted by the latter;

(f) Consider and review scientific and technological developments that could affect the operation of this Treaty. In this context, the Conference may direct the Director-General to establish a Scientific Advisory Board to enable him or her, in the performance of his or her functions, to render specialized advice in areas of science and technology relevant to this Treaty to the Conference, to the Executive Council, or to States Parties. In that case, the Scientific Advisory Board shall be composed of independent experts serving in their individual capacity and appointed, in accordance with terms of reference adopted by the Conference, on the basis of their expertise and experience in the particular scientific fields relevant to the implementation of this Treaty;

(g) Take the necessary measures to ensure compliance with this Treaty and to redress and remedy any situation that contravenes the provisions of this Treaty, in accordance with Article V;

(h) Consider and approve at its initial session any draft agreements, arrangements, provisions, procedures, operational manuals, guidelines and any other documents developed and recommended by the Preparatory Commission;

(i) Consider and approve agreements or arrangements negotiated by the Technical Secretariat with States Parties, other States and international organizations to be concluded by the Executive Council on behalf of the Organization in accordance with paragraph 38*(h)*;

(j) Establish such subsidiary organs as it finds necessary for the exercise of its functions in accordance with this Treaty; and

(k) Update Annex 1 to this Treaty, as appropriate, in accordance with paragraph 23.

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C. The Executive Council

Composition, procedures and decision-making

27. The Executive Council shall consist of 51 members. Each State Party shall have the right, in accordance with the provisions of this Article, to serve on the Executive Council.

28. Taking into account the need for equitable geographical distribution, the Executive Council shall comprise:

(a) Ten States Parties from Africa;

(b) Seven States Parties from Eastern Europe;

(c) Nine States Parties from Latin America and the Caribbean;

(d) Seven States Parties from the Middle East and South Asia;

(e) Ten States Parties from North America and Western Europe; and

(f) Eight States Parties from South-East Asia, the Pacific and the Far East.

All States in each of the above geographical regions are listed in Annex 1 to this Treaty. Annex 1 to this Treaty shall be updated, as appropriate, by the Conference in accordance with paragraphs 23 and 26*(k)*. It shall not be subject to amendments or changes under the procedures contained in Article VII.

29. The members of the Executive Council shall be elected by the Conference. In this connection, each geographical region shall designate States Parties from that region for election as members of the Executive Council as follows:

(a) At least one-third of the seats allocated to each geographical region shall be filled, taking into account political and security interests, by States Parties in that region designated on the basis of the nuclear capabilities relevant to the Treaty as determined by international data as well as all or

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any of the following indicative criteria in the order of priority determined by each region:

(i) Number of monitoring facilities of the International Monitoring System;

(ii) Expertise and experience in monitoring technology; and

(iii) Contribution to the annual budget of the Organization;

(b) One of the seats allocated to each geographical region shall be filled on a rotational basis by the State Party that is first in the English alphabetical order among the States Parties in that region that have not served as members of the Executive Council for the longest period of time since becoming States Parties or since their last term, whichever is shorter. A State Party designated on this basis may decide to forgo its seat. In that case, such a State Party shall submit a letter of renunciation to the Director-General, and the seat shall be filled by the State Party following next-in-order according to this sub-paragraph; and

(c) The remaining seats allocated to each geographical region shall be filled by States Parties designated from among all the States Parties in that region by rotation or elections.

30. Each member of the Executive Council shall have one representative on the Executive Council, who may be accompanied by alternates and advisers.

31. Each member of the Executive Council shall hold office from the end of the session of the Conference at which that member is elected until the end of the second regular annual session of the Conference thereafter, except that for the first election of the Executive Council, 26 members shall be elected to hold office until the end of the third regular annual session of the Conference, due regard being paid to the established numerical proportions as described in paragraph 28.

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32. The Executive Council shall elaborate its rules of procedure and submit them to the Conference for approval.

33. The Executive Council shall elect its Chairman from among its members.

34. The Executive Council shall meet for regular sessions. Between regular sessions it shall meet as may be required for the fulfilment of its powers and functions.

35. Each member of the Executive Council shall have one vote.

36. The Executive Council shall take decisions on matters of procedure by a majority of all its members. The Executive Council shall take decisions on matters of substance by a two-thirds majority of all its members unless specified otherwise in this Treaty. When the issue arises as to whether the question is one of substance or not, that question shall be treated as a matter of substance unless otherwise decided by the majority required for decisions on matters of substance.

Powers and functions

37. The Executive Council shall be the executive organ of the Organization. It shall be responsible to the Conference. It shall carry out the powers and functions entrusted to it in accordance with this Treaty. In so doing, it shall act in conformity with the recommendations, decisions and guidelines of the Conference and ensure their continuous and proper implementation.

38. The Executive Council shall:

(a) Promote effective implementation of, and compliance with, this Treaty;

(b) Supervise the activities of the Technical Secretariat;

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(c) Make recommendations as necessary to the Conference for consideration of further proposals for promoting the object and purpose of this Treaty;

(d) Cooperate with the National Authority of each State Party;

(e) Consider and submit to the Conference the draft annual programme and budget of the Organization, the draft report of the Organization on the implementation of this Treaty, the report on the performance of its own activities and such other reports as it deems necessary or that the Conference may request;

(f) Make arrangements for the sessions of the Conference, including the preparation of the draft agenda;

(g) Examine proposals for changes, on matters of an administrative or technical nature, to the Protocol or the Annexes thereto, pursuant to Article VII, and make recommendations to the States Parties regarding their adoption;

(h) Conclude, subject to prior approval of the Conference, agreements or arrangements with States Parties, other States and international organizations on behalf of the Organization and supervise their implementation, with the exception of agreements or arrangements referred to in sub-paragraph *(i)*;

(i) Approve and supervise the operation of agreements or arrangements relating to the implementation of verification activities with States Parties and other States; and

(j) Approve any new operational manuals and any changes to the existing operational manuals that may be proposed by the Technical Secretariat.

39. The Executive Council may request a special session of the Conference.

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40. The Executive Council shall:

(a) Facilitate cooperation among States Parties, and between States Parties and the Technical Secretariat, relating to the implementation of this Treaty through information exchanges;

(b) Facilitate consultation and clarification among States Parties in accordance with Article IV; and

(c) Receive, consider and take action on requests for, and reports on, on-site inspections in accordance with Article IV.

41. The Executive Council shall consider any concern raised by a State Party about possible non-compliance with this Treaty and abuse of the rights established by this Treaty. In so doing, the Executive Council shall consult with the States Parties involved and, as appropriate, request a State Party to take measures to redress the situation within a specified time. To the extent that the Executive Council considers further action to be necessary, it shall take, *inter alia*, one or more of the following measures:

(a) Notify all States Parties of the issue or matter;

(b) Bring the issue or matter to the attention of the Conference;

(c) Make recommendations to the Conference or take action, as appropriate, regarding measures to redress the situation and to ensure compliance in accordance with Article V.

D. The Technical Secretariat

42. The Technical Secretariat shall assist States Parties in the implementation of this Treaty. The Technical Secretariat shall assist the Conference and the Executive Council in the performance of their functions. The Technical Secretariat shall carry out the verification and other functions entrusted to it by this Treaty, as well as those functions delegated to it

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by the Conference or the Executive Council in accordance with this Treaty. The Technical Secretariat shall include, as an integral part, the International Data Centre.

43. The functions of the Technical Secretariat with regard to verification of compliance with this Treaty shall, in accordance with Article IV and the Protocol, include *inter alia*:

(a) Being responsible for supervising and coordinating the operation of the International Monitoring System;

(b) Operating the International Data Centre;

(c) Routinely receiving, processing, analysing and reporting on International Monitoring System data;

(d) Providing technical assistance in, and support for, the installation and operation of monitoring stations;

(e) Assisting the Executive Council in facilitating consultation and clarification among States Parties;

(f) Receiving requests for on-site inspections and processing them, facilitating Executive Council consideration of such requests, carrying out the preparations for, and providing technical support during, the conduct of on-site inspections, and reporting to the Executive Council;

(g) Negotiating agreements or arrangements with States Parties, other States and international organizations and concluding, subject to prior approval by the Executive Council, any such agreements or arrangements relating to verification activities with States Parties or other States; and

(h) Assisting the States Parties through their National Authorities on other issues of verification under this Treaty.

44. The Technical Secretariat shall develop and maintain, subject to approval by the Executive Council, operational manuals to guide the operation of the various components of the verification regime, in accordance with Article IV and the Protocol. These manuals shall not constitute integral parts of this Treaty or the Protocol and may be changed by the Tech-

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nical Secretariat subject to approval by the Executive Council. The Technical Secretariat shall promptly inform the States Parties of any changes in the operational manuals.

45. The functions of the Technical Secretariat with respect to administrative matters shall include:

(a) Preparing and submitting to the Executive Council the draft programme and budget of the Organization;

(b) Preparing and submitting to the Executive Council the draft report of the Organization on the implementation of this Treaty and such other reports as the Conference or the Executive Council may request;

(c) Providing administrative and technical support to the Conference, the Executive Council and other subsidiary organs;

(d) Addressing and receiving communications on behalf of the Organization relating to the implementation of this Treaty; and

(e) Carrying out the administrative responsibilities related to any agreements between the Organization and other international organizations.

46. All requests and notifications by States Parties to the Organization shall be transmitted through their National Authorities to the Director-General. Requests and notifications shall be in one of the official languages of this Treaty. In response the Director-General shall use the language of the transmitted request or notification.

47. With respect to the responsibilities of the Technical Secretariat for preparing and submitting to the Executive Council the draft programme and budget of the Organization, the Technical Secretariat shall determine and maintain a clear accounting of all costs for each facility established as part of the International Monitoring System. Similar treatment in the draft programme and budget shall be accorded to all other activities of the Organization.

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48. The Technical Secretariat shall promptly inform the Executive Council of any problems that have arisen with regard to the discharge of its functions that have come to its notice in the performance of its activities and that it has been unable to resolve through consultations with the State Party concerned.

49. The Technical Secretariat shall comprise a Director-General, who shall be its head and chief administrative officer, and such scientific, technical and other personnel as may be required. The Director-General shall be appointed by the Conference upon the recommendation of the Executive Council for a term of four years, renewable for one further term, but not thereafter. The first Director-General shall be appointed by the Conference at its initial session upon the recommendation of the Preparatory Commission.

50. The Director-General shall be responsible to the Conference and the Executive Council for the appointment of the staff and for the organization and functioning of the Technical Secretariat. The paramount consideration in the employment of the staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of professional expertise, experience, efficiency, competence and integrity. Only citizens of States Parties shall serve as the Director-General, as inspectors or as members of the professional and clerical staff. Due regard shall be paid to the importance of recruiting the staff on as wide a geographical basis as possible. Recruitment shall be guided by the principle that the staff shall be kept to the minimum necessary for the proper discharge of the responsibilities of the Technical Secretariat.

51. The Director-General may, as appropriate, after consultation with the Executive Council, establish temporary working groups of scientific experts to provide recommendations on specific issues.

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52. In the performance of their duties, the Director-General, the inspectors, the inspection assistants and the members of the staff shall not seek or receive instructions from any Government or from any other source external to the Organization. They shall refrain from any action that might reflect adversely on their positions as international officers responsible only to the Organization. The Director-General shall assume responsibility for the activities of an inspection team.

53. Each State Party shall respect the exclusively international character of the responsibilities of the Director-General, the inspectors, the inspection assistants and the members of the staff and shall not seek to influence them in the discharge of their responsibilities.

E. Privileges and immunities

54. The Organization shall enjoy on the territory and in any other place under the jurisdiction or control of a State Party such legal capacity and such privileges and immunities as are necessary for the exercise of its functions.

55. Delegates of States Parties, together with their alternates and advisers, representatives of members elected to the Executive Council, together with their alternates and advisers, the Director-General, the inspectors, the inspection assistants and the members of the staff of the Organization shall enjoy such privileges and immunities as are necessary in the independent exercise of their functions in connection with the Organization.

56. The legal capacity, privileges and immunities referred to in this Article shall be defined in agreements between the Organization and the States Parties as well as in an agreement between the Organization and the State in which the Organization is seated. Such agreements shall be considered and approved in accordance with paragraph 26*(h)* and *(i)*.

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57. Notwithstanding paragraphs 54 and 55, the privileges and immunities enjoyed by the Director-General, the inspectors, the inspection assistants and the members of the staff of the Technical Secretariat during the conduct of verification activities shall be those set forth in the Protocol.

Article III. National implementation measures

1. Each State Party shall, in accordance with its constitutional processes, take any necessary measures to implement its obligations under this Treaty. In particular, it shall take any necessary measures:

(a) To prohibit natural and legal persons anywhere on its territory or in any other place under its jurisdiction as recognized by international law from undertaking any activity prohibited to a State Party under this Treaty;

(b) To prohibit natural and legal persons from undertaking any such activity anywhere under its control; and

(c) To prohibit, in conformity with international law, natural persons possessing its nationality from undertaking any such activity anywhere.

2. Each State Party shall cooperate with other States Parties and afford the appropriate form of legal assistance to facilitate the implementation of the obligations under paragraph 1.

3. Each State Party shall inform the Organization of the measures taken pursuant to this Article.

4. In order to fulfil its obligations under the Treaty, each State Party shall designate or set up a National Authority and shall so inform the Organization upon entry into force of the Treaty for it. The National Authority shall serve as the national focal point for liaison with the Organization and with other States Parties.

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Article IV. Verification

A. General provisions

1. In order to verify compliance with this Treaty, a verification regime shall be established consisting of the following elements:

(a) An International Monitoring System;

(b) Consultation and clarification;

(c) On-site inspections; and

(d) Confidence-building measures.

At entry into force of this Treaty, the verification regime shall be capable of meeting the verification requirements of this Treaty.

2. Verification activities shall be based on objective information, shall be limited to the subject matter of this Treaty, and shall be carried out on the basis of full respect for the sovereignty of States Parties and in the least intrusive manner possible consistent with the effective and timely accomplishment of their objectives. Each State Party shall refrain from any abuse of the right of verification.

3. Each State Party undertakes in accordance with this Treaty to cooperate, through its National Authority established pursuant to Article III, paragraph 4, with the Organization and with other States Parties to facilitate the verification of compliance with this Treaty by, *inter alia*:

(a) Establishing the necessary facilities to participate in these verification measures and establishing the necessary communication;

(b) Providing data obtained from national stations that are part of the International Monitoring System;

(c) Participating, as appropriate, in a consultation and clarification process;

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(d) Permitting the conduct of on-site inspections; and

(e) Participating, as appropriate, in confidence-building measures.

4. All States Parties, irrespective of their technical and financial capabilities, shall enjoy the equal right of verification and assume the equal obligation to accept verification.

5. For the purposes of this Treaty, no State Party shall be precluded from using information obtained by national technical means of verification in a manner consistent with generally recognized principles of international law, including that of respect for the sovereignty of States.

6. Without prejudice to the right of States Parties to protect sensitive installations, activities or locations not related to this Treaty, States Parties shall not interfere with elements of the verification regime of this Treaty or with national technical means of verification operating in accordance with paragraph 5.

7. Each State Party shall have the right to take measures to protect sensitive installations and to prevent disclosure of confidential information and data not related to this Treaty.

8. Moreover, all necessary measures shall be taken to protect the confidentiality of any information related to civil and military activities and facilities obtained during verification activities.

9. Subject to paragraph 8, information obtained by the Organization through the verification regime established by this Treaty shall be made available to all States Parties in accordance with the relevant provisions of this Treaty and the Protocol.

10. The provisions of this Treaty shall not be interpreted as restricting the international exchange of data for scientific purposes.

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11. Each State Party undertakes to cooperate with the Organization and with other States Parties in the improvement of the verification regime, and in the examination of the verification potential of additional monitoring technologies such as electromagnetic pulse monitoring or satellite monitoring, with a view to developing, when appropriate, specific measures to enhance the efficient and cost-effective verification of this Treaty. Such measures shall, when agreed, be incorporated in existing provisions in this Treaty, the Protocol or as additional sections of the Protocol, in accordance with Article VII, or, if appropriate, be reflected in the operational manuals in accordance with Article II, paragraph 44.

12. The States Parties undertake to promote cooperation among themselves to facilitate and participate in the fullest possible exchange relating to technologies used in the verification of this Treaty in order to enable all States Parties to strengthen their national implementation of verification measures and to benefit from the application of such technologies for peaceful purposes.

13. The provisions of this Treaty shall be implemented in a manner which avoids hampering the economic and technological development of the States Parties for further development of the application of atomic energy for peaceful purposes.

Verification responsibilities of the Technical Secretariat

14. In discharging its responsibilities in the area of verification specified in this Treaty and the Protocol, in cooperation with the States Parties the Technical Secretariat shall, for the purpose of this Treaty:

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(a) Make arrangements to receive and distribute data and reporting products relevant to the verification of this Treaty in accordance with its provisions, and to maintain a global communications infrastructure appropriate to this task;

(b) Routinely through its International Data Centre, which shall in principle be the focal point within the Technical Secretariat for data storage and data processing:

(i) Receive and initiate requests for data from the International Monitoring System;

(ii) Receive data, as appropriate, resulting from the process of consultation and clarification, from on-site inspections, and from confidence-building measures; and

(iii) Receive other relevant data from States Parties and international organizations in accordance with this Treaty and the Protocol;

(c) Supervise, coordinate and ensure the operation of the International Monitoring System and its component elements, and of the International Data Centre, in accordance with the relevant operational manuals;

(d) Routinely process, analyse and report on International Monitoring System data according to agreed procedures so as to permit the effective international verification of this Treaty and to contribute to the early resolution of compliance concerns;

(e) Make available all data, both raw and processed, and any reporting products, to all States Parties, each State Party taking responsibility for the use of International Monitoring System data in accordance with Article II, paragraph 7, and with paragraphs 8 and 13 of this Article;

(f) Provide to all States Parties equal, open, convenient and timely access to all stored data;

(g) Store all data, both raw and processed, and reporting products;

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(h) Coordinate and facilitate requests for additional data from the International Monitoring System;

(i) Coordinate requests for additional data from one State Party to another State Party;

(j) Provide technical assistance in, and support for, the installation and operation of monitoring facilities and respective communication means, where such assistance and support are required by the State concerned;

(k) Make available to any State Party, upon its request, techniques utilized by the Technical Secretariat and its International Data Centre in compiling, storing, processing, analysing and reporting on data from the verification regime; and

(l) Monitor, assess and report on the overall performance of the International Monitoring System and of the International Data Centre.

15. The agreed procedures to be used by the Technical Secretariat in discharging the verification responsibilities referred to in paragraph 14 and detailed in the Protocol shall be elaborated in the relevant operational manuals.

B. The International Monitoring System

16. The International Monitoring System shall comprise facilities for seismological monitoring, radionuclide monitoring including certified laboratories, hydroacoustic monitoring, infrasound monitoring, and respective means of communication, and shall be supported by the International Data Centre of the Technical Secretariat.

17. The International Monitoring System shall be placed under the authority of the Technical Secretariat. All monitoring facilities of the International Monitoring System shall be owned and operated by the States hosting or otherwise taking responsibility for them in accordance with the Protocol.

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18. Each State Party shall have the right to participate in the international exchange of data and to have access to all data made available to the International Data Centre. Each State Party shall cooperate with the International Data Centre through its National Authority.

Funding the International Monitoring System

19. For facilities incorporated into the International Monitoring System and specified in Tables 1-A, 2-A, 3 and 4 of Annex 1 to the Protocol, and for their functioning, to the extent that such facilities are agreed by the relevant State and the Organization to provide data to the International Data Centre in accordance with the technical requirements of the Protocol and relevant operational manuals, the Organization, as specified in agreements or arrangements pursuant to Part I, paragraph 4 of the Protocol, shall meet the costs of:

(a) Establishing any new facilities and upgrading existing facilities, unless the State responsible for such facilities meets these costs itself;

(b) Operating and maintaining International Monitoring System facilities, including facility physical security if appropriate, and application of agreed data authentication procedures;

(c) Transmitting International Monitoring System data (raw or processed) to the International Data Centre by the most direct and cost-effective means available, including, if necessary, via appropriate communications nodes, from monitoring stations, laboratories, analytical facilities or from national data centres; or such data (including samples where appropriate) to laboratory and analytical facilities from monitoring stations; and

(d) Analysing samples on behalf of the Organization.

20. For auxiliary network seismic stations specified in Table 1-B of Annex 1 to the Protocol the Organization, as specified

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in agreements or arrangements pursuant to Part I, paragraph 4 of the Protocol, shall meet the costs only of:

(a) Transmitting data to the International Data Centre;

(b) Authenticating data from such stations;

(c) Upgrading stations to the required technical standard, unless the State responsible for such facilities meets these costs itself;

(d) If necessary, establishing new stations for the purposes of this Treaty where no appropriate facilities currently exist, unless the State responsible for such facilities meets these costs itself; and

(e) Any other costs related to the provision of data required by the Organization as specified in the relevant operational manuals.

21. The Organization shall also meet the cost of provision to each State Party of its requested selection from the standard range of International Data Centre reporting products and services, as specified in Part I, Section F of the Protocol. The cost of preparation and transmission of any additional data or products shall be met by the requesting State Party.

22. The agreements or, if appropriate, arrangements concluded with States Parties or States hosting or otherwise taking responsibility for facilities of the International Monitoring System shall contain provisions for meeting these costs. Such provisions may include modalities whereby a State Party meets any of the costs referred to in paragraphs 19*(a)* and 20*(c)* and *(d)* for facilities which it hosts or for which it is responsible, and is compensated by an appropriate reduction in its assessed financial contribution to the Organization. Such a reduction shall not exceed 50 per cent of the annual assessed financial contribution of a State Party, but may be spread over successive years. A State Party may share such a reduction with another State Party by agreement or arrangement between themselves and with the concurrence of the

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Executive Council. The agreements or arrangements referred to in this paragraph shall be approved in accordance with Article II, paragraphs 26*(h)* and 38*(i)*.

Changes to the International Monitoring System

23. Any measures referred to in paragraph 11 affecting the International Monitoring System by means of addition or deletion of a monitoring technology shall, when agreed, be incorporated into this Treaty and the Protocol pursuant to Article VII, paragraphs 1 to 6.

24. The following changes to the International Monitoring System, subject to the agreement of those States directly affected, shall be regarded as matters of an administrative or technical nature pursuant to Article VII, paragraphs 7 and 8:

(a) Changes to the number of facilities specified in the Protocol for a given monitoring technology; and

(b) Changes to other details for particular facilities as reflected in the Tables of Annex 1 to the Protocol (including, *inter alia*, State responsible for the facility; location; name of facility; type of facility; and attribution of a facility between the primary and auxiliary seismic networks).

If the Executive Council recommends, pursuant to Article VII, paragraph 8*(d)*, that such changes be adopted, it shall as a rule also recommend pursuant to Article VII, paragraph 8*(g)*, that such changes enter into force upon notification by the Director-General of their approval.

25. The Director-General, in submitting to the Executive Council and States Parties information and evaluation in accordance with Article VII, paragraph 8*(b)*, shall include in the case of any proposal made pursuant to paragraph 24:

(a) A technical evaluation of the proposal;

(b) A statement on the administrative and financial impact of the proposal; and

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(c) A report on consultations with States directly affected by the proposal, including indication of their agreement.

Temporary arrangements

26. In cases of significant or irretrievable breakdown of a monitoring facility specified in the Tables of Annex 1 to the Protocol, or in order to cover other temporary reductions of monitoring coverage, the Director-General shall, in consultation and agreement with those States directly affected, and with the approval of the Executive Council, initiate temporary arrangements of no more than one year's duration, renewable if necessary by agreement of the Executive Council and of the States directly affected for another year. Such arrangements shall not cause the number of operational facilities of the International Monitoring System to exceed the number specified for the relevant network; shall meet as far as possible the technical and operational requirements specified in the operational manual for the relevant network; and shall be conducted within the budget of the Organization. The Director-General shall furthermore take steps to rectify the situation and make proposals for its permanent resolution. The Director-General shall notify all States Parties of any decision taken pursuant to this paragraph.

Cooperating national facilities

27. States Parties may also separately establish cooperative arrangements with the Organization, in order to make available to the International Data Centre supplementary data from national monitoring stations that are not formally part of the International Monitoring System.

28. Such cooperative arrangements may be established as follows:

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(a) Upon request by a State Party, and at the expense of that State, the Technical Secretariat shall take the steps required to certify that a given monitoring facility meets the technical and operational requirements specified in the relevant operational manuals for an International Monitoring System facility, and make arrangements for the authentication of its data. Subject to the agreement of the Executive Council, the Technical Secretariat shall then formally designate such a facility as a cooperating national facility. The Technical Secretariat shall take the steps required to revalidate its certification as appropriate;

(b) The Technical Secretariat shall maintain a current list of cooperating national facilities and shall distribute it to all States Parties; and

(c) The International Data Centre shall call upon data from cooperating national facilities, if so requested by a State Party, for the purposes of facilitating consultation and clarification and the consideration of on-site inspection requests, data transmission costs being borne by that State Party.

The conditions under which supplementary data from such facilities are made available, and under which the International Data Centre may request further or expedited reporting, or clarifications, shall be elaborated in the operational manual for the respective monitoring network.

C. Consultation and clarification

29. Without prejudice to the right of any State Party to request an on-site inspection, States Parties should, whenever possible, first make every effort to clarify and resolve, among themselves or with or through the Organization, any matter which may cause concern about possible non-compliance with the basic obligations of this Treaty.

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30. A State Party that receives a request pursuant to paragraph 29 directly from another State Party shall provide the clarification to the requesting State Party as soon as possible, but in any case no later than 48 hours after the request. The requesting and requested States Parties may keep the Executive Council and the Director-General informed of the request and the response.

31. A State Party shall have the right to request the Director-General to assist in clarifying any matter which may cause concern about possible non-compliance with the basic obligations of this Treaty. The Director-General shall provide appropriate information in the possession of the Technical Secretariat relevant to such a concern. The Director-General shall inform the Executive Council of the request and of the information provided in response, if so requested by the requesting State Party.

32. A State Party shall have the right to request the Executive Council to obtain clarification from another State Party on any matter which may cause concern about possible non-compliance with the basic obligations of this Treaty. In such a case, the following shall apply:

(a) The Executive Council shall forward the request for clarification to the requested State Party through the Director-General no later than 24 hours after its receipt;

(b) The requested State Party shall provide the clarification to the Executive Council as soon as possible, but in any case no later than 48 hours after receipt of the request;

(c) The Executive Council shall take note of the clarification and forward it to the requesting State Party no later than 24 hours after its receipt;

(d) If the requesting State Party deems the clarification to be inadequate, it shall have the right to request the Executive Council to obtain further clarification from the requested State Party.

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The Executive Council shall inform without delay all other States Parties about any request for clarification pursuant to this paragraph as well as any response provided by the requested State Party.

33. If the requesting State Party considers the clarification obtained under paragraph 32*(d)* to be unsatisfactory, it shall have the right to request a meeting of the Executive Council in which States Parties involved that are not members of the Executive Council shall be entitled to take part. At such a meeting, the Executive Council shall consider the matter and may recommend any measure in accordance with Article V.

D. On-site inspections

Request for an on-site inspection

34. Each State Party has the right to request an on-site inspection in accordance with the provisions of this Article and Part II of the Protocol in the territory or in any other place under the jurisdiction or control of any State Party, or in any area beyond the jurisdiction or control of any State.

35. The sole purpose of an on-site inspection shall be to clarify whether a nuclear weapon test explosion or any other nuclear explosion has been carried out in violation of Article I and, to the extent possible, to gather any facts which might assist in identifying any possible violator.

36. The requesting State Party shall be under the obligation to keep the on-site inspection request within the scope of this Treaty and to provide in the request information in accordance with paragraph 37. The requesting State Party shall refrain from unfounded or abusive inspection requests.

37. The on-site inspection request shall be based on information collected by the International Monitoring System, on

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any relevant technical information obtained by national technical means of verification in a manner consistent with generally recognized principles of international law, or on a combination thereof. The request shall contain information pursuant to Part II, paragraph 41 of the Protocol.

38. The requesting State Party shall present the on-site inspection request to the Executive Council and at the same time to the Director-General for the latter to begin immediate processing.

Follow-up after submission of an on-site inspection request

39. The Executive Council shall begin its consideration immediately upon receipt of the on-site inspection request.

40. The Director-General, after receiving the on-site inspection request, shall acknowledge receipt of the request to the requesting State Party within two hours and communicate the request to the State Party sought to be inspected within six hours. The Director-General shall ascertain that the request meets the requirements specified in Part II, paragraph 41 of the Protocol, and, if necessary, shall assist the requesting State Party in filing the request accordingly, and shall communicate the request to the Executive Council and to all other States Parties within 24 hours.

41. When the on-site inspection request fulfils the requirements, the Technical Secretariat shall begin preparations for the on-site inspection without delay.

42. The Director-General, upon receipt of an on-site inspection request referring to an inspection area under the jurisdiction or control of a State Party, shall immediately seek clarification from the State Party sought to be inspected in order to clarify and resolve the concern raised in the request.

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43. A State Party that receives a request for clarification pursuant to paragraph 42 shall provide the Director-General with explanations and with other relevant information available as soon as possible, but no later than 72 hours after receipt of the request for clarification.

44. The Director-General, before the Executive Council takes a decision on the on-site inspection request, shall transmit immediately to the Executive Council any additional information available from the International Monitoring System or provided by any State Party on the event specified in the request, including any clarification provided pursuant to paragraphs 42 and 43, as well as any other information from within the Technical Secretariat that the Director-General deems relevant or that is requested by the Executive Council.

45. Unless the requesting State Party considers the concern raised in the on-site inspection request to be resolved and withdraws the request, the Executive Council shall take a decision on the request in accordance with paragraph 46.

Executive Council decisions

46. The Executive Council shall take a decision on the on-site inspection request no later than 96 hours after receipt of the request from the requesting State Party. The decision to approve the on-site inspection shall be made by at least 30 affirmative votes of members of the Executive Council. If the Executive Council does not approve the inspection, preparations shall be stopped and no further action on the request shall be taken.

47. No later than 25 days after the approval of the on-site inspection in accordance with paragraph 46, the inspection team shall transmit to the Executive Council, through the Director-General, a progress inspection report. The continuation of the inspection shall be considered approved unless the Ex-

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ecutive Council, no later than 72 hours after receipt of the progress inspection report, decides by a majority of all its members not to continue the inspection. If the Executive Council decides not to continue the inspection, the inspection shall be terminated, and the inspection team shall leave the inspection area and the territory of the inspected State Party as soon as possible in accordance with Part II, paragraphs 109 and 110 of the Protocol.

48. In the course of the on-site inspection, the inspection team may submit to the Executive Council, through the Director-General, a proposal to conduct drilling. The Executive Council shall take a decision on such a proposal no later than 72 hours after receipt of the proposal. The decision to approve drilling shall be made by a majority of all members of the Executive Council.

49. The inspection team may request the Executive Council, through the Director-General, to extend the inspection duration by a maximum of 70 days beyond the 60-day time-frame specified in Part II, paragraph 4 of the Protocol, if the inspection team considers such an extension essential to enable it to fulfil its mandate. The inspection team shall indicate in its request which of the activities and techniques listed in Part II, paragraph 69 of the Protocol it intends to carry out during the extension period. The Executive Council shall take a decision on the extension request no later than 72 hours after receipt of the request. The decision to approve an extension of the inspection duration shall be made by a majority of all members of the Executive Council.

50. Any time following the approval of the continuation of the on-site inspection in accordance with paragraph 47, the inspection team may submit to the Executive Council, through the Director-General, a recommendation to terminate the inspection. Such a recommendation shall be considered approved unless the Executive Council, no later than

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72 hours after receipt of the recommendation, decides by a two-thirds majority of all its members not to approve the termination of the inspection. In case of termination of the inspection, the inspection team shall leave the inspection area and the territory of the inspected State Party as soon as possible in accordance with Part II, paragraphs 109 and 110 of the Protocol.

51. The requesting State Party and the State Party sought to be inspected may participate in the deliberations of the Executive Council on the on-site inspection request without voting. The requesting State Party and the inspected State Party may also participate without voting in any subsequent deliberations of the Executive Council related to the inspection.

52. The Director-General shall notify all States Parties within 24 hours about any decision by and reports, proposals, requests and recommendations to the Executive Council pursuant to paragraphs 46 to 50.

Follow-up after Executive Council approval of an on-site inspection

53. An on-site inspection approved by the Executive Council shall be conducted without delay by an inspection team designated by the Director-General and in accordance with the provisions of this Treaty and the Protocol. The inspection team shall arrive at the point of entry no later than six days following the receipt by the Executive Council of the on-site inspection request from the requesting State Party.

54. The Director-General shall issue an inspection mandate for the conduct of the on-site inspection. The inspection mandate shall contain the information specified in Part II, paragraph 42 of the Protocol.

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55. The Director-General shall notify the inspected State Party of the inspection no less than 24 hours before the planned arrival of the inspection team at the point of entry, in accordance with Part II, paragraph 43 of the Protocol.

The conduct of an on-site inspection

56. Each State Party shall permit the Organization to conduct an on-site inspection on its territory or at places under its jurisdiction or control in accordance with the provisions of this Treaty and the Protocol. However, no State Party shall have to accept simultaneous on-site inspections on its territory or at places under its jurisdiction or control.

57. In accordance with the provisions of this Treaty and the Protocol, the inspected State Party shall have:

(a) The right and the obligation to make every reasonable effort to demonstrate its compliance with this Treaty and, to this end, to enable the inspection team to fulfil its mandate;

(b) The right to take measures it deems necessary to protect national security interests and to prevent disclosure of confidential information not related to the purpose of the inspection;

(c) The obligation to provide access within the inspection area for the sole purpose of determining facts relevant to the purpose of the inspection, taking into account subparagraph *(b)* and any constitutional obligations it may have with regard to proprietary rights or searches and seizures;

(d) The obligation not to invoke this paragraph or Part II, paragraph 88 of the Protocol to conceal any violation of its obligations under Article I; and

(e) The obligation not to impede the ability of the inspection team to move within the inspection area and to carry out inspection activities in accordance with this Treaty and the Protocol.

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Access, in the context of an on-site inspection, means both the physical access of the inspection team and the inspection equipment to, and the conduct of inspection activities within, the inspection area.

58. The on-site inspection shall be conducted in the least intrusive manner possible, consistent with the efficient and timely accomplishment of the inspection mandate, and in accordance with the procedures set forth in the Protocol. Wherever possible, the inspection team shall begin with the least intrusive procedures and then proceed to more intrusive procedures only as it deems necessary to collect sufficient information to clarify the concern about possible non-compliance with this Treaty. The inspectors shall seek only the information and data necessary for the purpose of the inspection and shall seek to minimize interference with normal operations of the inspected State Party.

59. The inspected State Party shall assist the inspection team throughout the on-site inspection and facilitate its task.

60. If the inspected State Party, acting in accordance with Part II, paragraphs 86 to 96 of the Protocol, restricts access within the inspection area, it shall make every reasonable effort in consultations with the inspection team to demonstrate through alternative means its compliance with this Treaty.

Observer

61. With regard to an observer, the following shall apply:

(a) The requesting State Party, subject to the agreement of the inspected State Party, may send a representative, who shall be a national either of the requesting State Party or of a third State Party, to observe the conduct of the on-site inspection;

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(b) The inspected State Party shall notify its acceptance or non-acceptance of the proposed observer to the Director-General within 12 hours after approval of the on-site inspection by the Executive Council;

(c) In case of acceptance, the inspected State Party shall grant access to the observer in accordance with the Protocol;

(d) The inspected State Party shall, as a rule, accept the proposed observer, but if the inspected State Party exercises a refusal, that fact shall be recorded in the inspection report.

There shall be no more than three observers from an aggregate of requesting States Parties.

Reports of an on-site inspection

62. Inspection reports shall contain:

(a) A description of the activities conducted by the inspection team;

(b) The factual findings of the inspection team relevant to the purpose of the inspection;

(c) An account of the cooperation granted during the on-site inspection;

(d) A factual description of the extent of the access granted, including the alternative means provided to the team, during the on-site inspection; and

(e) Any other details relevant to the purpose of the inspection.

Differing observations made by inspectors may be attached to the report.

63. The Director-General shall make draft inspection re-

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ports available to the inspected State Party. The inspected State Party shall have the right to provide the Director-General within 48 hours with its comments and explanations, and to identify any information and data which, in its view, are not related to the purpose of the inspection and should not be circulated outside the Technical Secretariat. The Director-General shall consider the proposals for changes to the draft inspection report made by the inspected State Party and shall wherever possible incorporate them. The Director-General shall also annex the comments and explanations provided by the inspected State Party to the inspection report.

64. The Director-General shall promptly transmit the inspection report to the requesting State Party, the inspected State Party, the Executive Council and to all other States Parties. The Director-General shall further transmit promptly to the Executive Council and to all other States Parties any results of sample analysis in designated laboratories in accordance with Part II, paragraph 104 of the Protocol, relevant data from the International Monitoring System, the assessments of the requesting and inspected States Parties, as well as any other information that the Director-General deems relevant. In the case of the progress inspection report referred to in paragraph 47, the Director-General shall transmit the report to the Executive Council within the time-frame specified in that paragraph.

65. The Executive Council, in accordance with its powers and functions, shall review the inspection report and any material provided pursuant to paragraph 64, and shall address any concerns as to:

(a) Whether any non-compliance with this Treaty has occurred; and

(b) Whether the right to request an on-site inspection has been abused.

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66. If the Executive Council reaches the conclusion, in keeping with its powers and functions, that further action may be necessary with regard to paragraph 65, it shall take the appropriate measures in accordance with Article V.

Frivolous or abusive on-site inspection requests

67. If the Executive Council does not approve the on-site inspection on the basis that the on-site inspection request is frivolous or abusive, or if the inspection is terminated for the same reasons, the Executive Council shall consider and decide on whether to implement appropriate measures to redress the situation, including the following:

(a) Requiring the requesting State Party to pay for the cost of any preparations made by the Technical Secretariat;

(b) Suspending the right of the requesting State Party to request an on-site inspection for a period of time, as determined by the Executive Council; and

(c) Suspending the right of the requesting State Party to serve on the Executive Council for a period of time.

E. Confidence-building measures

68. In order to:

(a) Contribute to the timely resolution of any compliance concerns arising from possible misinterpretation of verification data relating to chemical explosions; and

(b) Assist in the calibration of the stations that are part of the component networks of the International Monitoring System,

each State Party undertakes to cooperate with the Organization and with other States Parties in implementing relevant measures as set out in Part III of the Protocol.

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Article V. Measures to redress a situation and to ensure compliance, including sanctions

1. The Conference, taking into account, *inter alia*, the recommendations of the Executive Council, shall take the necessary measures, as set forth in paragraphs 2 and 3, to ensure compliance with this Treaty and to redress and remedy any situation which contravenes the provisions of this Treaty.

2. In cases where a State Party has been requested by the Conference or the Executive Council to redress a situation raising problems with regard to its compliance and fails to fulfil the request within the specified time, the Conference may, *inter alia*, decide to restrict or suspend the State Party from the exercise of its rights and privileges under this Treaty until the Conference decides otherwise.

3. In cases where damage to the object and purpose of this Treaty may result from non-compliance with the basic obligations of this Treaty, the Conference may recommend to States Parties collective measures which are in conformity with international law.

4. The Conference, or alternatively, if the case is urgent, the Executive Council, may bring the issue, including relevant information and conclusions, to the attention of the United Nations.

Article VI. Settlement of disputes

1. Disputes that may arise concerning the application or the interpretation of this Treaty shall be settled in accordance with the relevant provisions of this Treaty and in conformity with the provisions of the Charter of the United Nations.

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2. When a dispute arises between two or more States Parties, or between one or more States Parties and the Organization, relating to the application or interpretation of this Treaty, the parties concerned shall consult together with a view to the expeditious settlement of the dispute by negotiation or by other peaceful means of the parties' choice, including recourse to appropriate organs of this Treaty and, by mutual consent, referral to the International Court of Justice in conformity with the Statute of the Court. The parties involved shall keep the Executive Council informed of actions being taken.

3. The Executive Council may contribute to the settlement of a dispute that may arise concerning the application or interpretation of this Treaty by whatever means it deems appropriate, including offering its good offices, calling upon the States Parties to a dispute to seek a settlement through a process of their own choice, bringing the matter to the attention of the Conference and recommending a time-limit for any agreed procedure.

4. The Conference shall consider questions related to disputes raised by States Parties or brought to its attention by the Executive Council. The Conference shall, as it finds necessary, establish or entrust organs with tasks related to the settlement of these disputes in conformity with Article II, paragraph 26*(j)*.

5. The Conference and the Executive Council are separately empowered, subject to authorization from the General Assembly of the United Nations, to request the International Court of Justice to give an advisory opinion on any legal question arising within the scope of the activities of the Organization. An agreement between the Organization and the United Nations shall be concluded for this purpose in accordance with Article II, paragraph 38*(h)*.

6. This Article is without prejudice to Articles IV and V.

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Article VII. Amendments

1. At any time after the entry into force of this Treaty, any State Party may propose amendments to this Treaty, the Protocol, or the Annexes to the Protocol. Any State Party may also propose changes, in accordance with paragraph 7, to the Protocol or the Annexes thereto. Proposals for amendments shall be subject to the procedures in paragraphs 2 to 6. Proposals for changes, in accordance with paragraph 7, shall be subject to the procedures in paragraph 8.

2. The proposed amendment shall be considered and adopted only by an Amendment Conference.

3. Any proposal for an amendment shall be communicated to the Director-General, who shall circulate it to all States Parties and the Depositary and seek the views of the States Parties on whether an Amendment Conference should be convened to consider the proposal. If a majority of the States Parties notify the Director-General no later than 30 days after its circulation that they support further consideration of the proposal, the Director-General shall convene an Amendment Conference to which all States Parties shall be invited.

4. The Amendment Conference shall be held immediately following a regular session of the Conference unless all States Parties that support the convening of an Amendment Conference request that it be held earlier. In no case shall an Amendment Conference be held less than 60 days after the circulation of the proposed amendment.

5. Amendments shall be adopted by the Amendment Conference by a positive vote of a majority of the States Parties with no State Party casting a negative vote.

6. Amendments shall enter into force for all States Parties 30 days after deposit of the instruments of ratification or acceptance by all those States Parties casting a positive vote at the Amendment Conference.

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7. In order to ensure the viability and effectiveness of this Treaty, Parts I and III of the Protocol and Annexes 1 and 2 to the Protocol shall be subject to changes in accordance with paragraph 8, if the proposed changes are related only to matters of an administrative or technical nature. All other provisions of the Protocol and the Annexes thereto shall not be subject to changes in accordance with paragraph 8.

8. Proposed changes referred to in paragraph 7 shall be made in accordance with the following procedures:

(a) The text of the proposed changes shall be transmitted together with the necessary information to the Director-General. Additional information for the evaluation of the proposal may be provided by any State Party and the Director-General. The Director-General shall promptly communicate any such proposals and information to all States Parties, the Executive Council and the Depositary;

(b) No later than 60 days after its receipt, the Director-General shall evaluate the proposal to determine all its possible consequences for the provisions of this Treaty and its implementation and shall communicate any such information to all States Parties and the Executive Council;

(c) The Executive Council shall examine the proposal in the light of all information available to it, including whether the proposal fulfils the requirements of paragraph 7. No later than 90 days after its receipt, the Executive Council shall notify its recommendation, with appropriate explanations, to all States Parties for consideration. States Parties shall acknowledge receipt within 10 days;

(d) If the Executive Council recommends to all States Parties that the proposal be adopted, it shall be considered approved if no State Party objects to it within 90 days after receipt of the recommendation. If the Executive Council recommends that the proposal be rejected, it shall be considered rejected if no State Party objects to the rejection within 90 days after receipt of the recommendation;

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(e) If a recommendation of the Executive Council does not meet with the acceptance required under sub-paragraph *(d)*, a decision on the proposal, including whether it fulfils the requirements of paragraph 7, shall be taken as a matter of substance by the Conference at its next session;

(f) The Director-General shall notify all States Parties and the Depositary of any decision under this paragraph;

(g) Changes approved under this procedure shall enter into force for all States Parties 180 days after the date of notification by the Director-General of their approval unless another time period is recommended by the Executive Council or decided by the Conference.

Article VIII. Review of the Treaty

1. Unless otherwise decided by a majority of the States Parties, ten years after the entry into force of this Treaty a Conference of the States Parties shall be held to review the operation and effectiveness of this Treaty, with a view to assuring itself that the objectives and purposes in the Preamble and the provisions of the Treaty are being realized. Such review shall take into account any new scientific and technological developments relevant to this Treaty. On the basis of a request by any State Party, the Review Conference shall consider the possibility of permitting the conduct of underground nuclear explosions for peaceful purposes. If the Review Conference decides by consensus that such nuclear explosions may be permitted, it shall commence work without delay, with a view to recommending to States Parties an appropriate amendment to this Treaty that shall preclude any military benefits of such nuclear explosions. Any such proposed amendment shall be communicated to the Director-General by any State Party and shall be dealt with in accordance with the provisions of Article VII.

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2. At intervals of ten years thereafter, further Review Conferences may be convened with the same objective, if the Conference so decides as a matter of procedure in the preceding year. Such Conferences may be convened after an interval of less than ten years if so decided by the Conference as a matter of substance.

3. Normally, any Review Conference shall be held immediately following the regular annual session of the Conference provided for in Article II.

Article IX. Duration and withdrawal

1. This Treaty shall be of unlimited duration.

2. Each State Party shall, in exercising its national sovereignty, have the right to withdraw from this Treaty if it decides that extraordinary events related to the subject matter of this Treaty have jeopardized its supreme interests.

3. Withdrawal shall be effected by giving notice six months in advance to all other States Parties, the Executive Council, the Depositary and the United Nations Security Council. Notice of withdrawal shall include a statement of the extraordinary event or events which a State Party regards as jeopardizing its supreme interests.

Article X. Status of the Protocol and the Annexes

The Annexes to this Treaty, the Protocol, and the Annexes to the Protocol form an integral part of the Treaty. Any reference to this Treaty includes the Annexes to this Treaty, the Protocol and the Annexes to the Protocol.

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Article XI. Signature

This Treaty shall be open to all States for signature before its entry into force.

Article XII. Ratification

This Treaty shall be subject to ratification by States Signatories according to their respective constitutional processes.

Article XIII. Accession

Any State which does not sign this Treaty before its entry into force may accede to it at any time thereafter.

Article XIV. Entry into force

1. This Treaty shall enter into force 180 days after the date of deposit of the instruments of ratification by all States listed in Annex 2 to this Treaty, but in no case earlier than two years after its opening for signature.

2. If this Treaty has not entered into force three years after the date of the anniversary of its opening for signature, the Depositary shall convene a Conference of the States that have already deposited their instruments of ratification upon the request of a majority of those States. That Conference shall examine the extent to which the requirement set out in paragraph 1 has been met and shall consider and decide by consensus what measures consistent with international law may be undertaken to accelerate the ratification process in order to facilitate the early entry into force of this Treaty.

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3. Unless otherwise decided by the Conference referred to in paragraph 2 or other such conferences, this process shall be repeated at subsequent anniversaries of the opening for signature of this Treaty, until its entry into force.

4. All States Signatories shall be invited to attend the Conference referred to in paragraph 2 and any subsequent conferences as referred to in paragraph 3, as observers.

5. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Treaty, it shall enter into force on the 30th day following the date of deposit of their instruments of ratification or accession.

Article XV. Reservations

The Articles of and the Annexes to this Treaty shall not be subject to reservations. The provisions of the Protocol to this Treaty and the Annexes to the Protocol shall not be subject to reservations incompatible with the object and purpose of this Treaty.

Article XVI. Depositary

1. The Secretary-General of the United Nations shall be the Depositary of this Treaty and shall receive signatures, instruments of ratification and instruments of accession.

2. The Depositary shall promptly inform all States Signatories and acceding States of the date of each signature, the date of deposit of each instrument of ratification or accession, the date of the entry into force of this Treaty and of any amendments and changes thereto, and the receipt of other notices.

3. The Depositary shall send duly certified copies of this

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Treaty to the Governments of the States Signatories and acceding States.

4. This Treaty shall be registered by the Depositary pursuant to Article 102 of the Charter of the United Nations.

Article XVII. Authentic texts

This Treaty, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

Annex 1 to the Treaty

List of States pursuant to Article II, paragraph 28

Africa

Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Côte d'Ivoire, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libyan Arab Jamahiriya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, Swaziland, Togo, Tunisia, Uganda, United Republic of Tanzania, Zaire, Zambia, Zimbabwe.

Eastern Europe

Albania, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Estonia, Georgia, Hungary, Latvia, Lithuania, Poland, Republic of

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Moldova, Romania, Russian Federation, Slovakia, Slovenia, The former Yugoslav Republic of Macedonia, Ukraine, Yugoslavia.

Latin America and the Caribbean

Antigua and Barbuda, Argentina, Bahamas, Barbados, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago, Uruguay, Venezuela.

Middle East and South Asia

Afghanistan, Bahrain, Bangladesh, Bhutan, India, Iran (Islamic Republic of), Iraq, Israel, Jordan, Kazakstan, Kuwait, Kyrgyzstan, Lebanon, Maldives, Nepal, Oman, Pakistan, Qatar, Saudi Arabia, Sri Lanka, Syrian Arab Republic, Tajikistan, Turkmenistan, United Arab Emirates, Uzbekistan, Yemen.

North America and Western Europe

Andorra, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Holy See, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland, United States of America.

South East Asia, the Pacific and the Far East

Australia, Brunei Darussalam, Cambodia, China, Cook Islands, Democratic People's Republic of Korea, Fiji, Indonesia, Japan, Kiribati, Lao People's Democratic Republic, Malaysia, Marshall Islands, Micronesia (Federated States of), Mongolia, Myanmar, Nauru, New Zealand, Niue, Palau,

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Papua New Guinea, Philippines, Republic of Korea, Samoa, Singapore, Solomon Islands, Thailand, Tonga, Tuvalu, Vanuatu, Viet Nam.

Annex 2 to the Treaty

List of States pursuant to Article XIV

List of States members of the Conference on Disarmament as at 18 June 1996 which formally participated in the work of the 1996 session of the Conference and which appear in Table 1 of the International Atomic Energy Agency's April 1996 edition of "Nuclear Power Reactors in the World", and of States members of the Conference on Disarmament as at 18 June 1996 which formally participated in the work of the 1996 session of the Conference and which appear in Table 1 of the International Atomic Energy Agency's December 1995 edition of "Nuclear Research Reactors in the World":

Algeria, Argentina, Australia, Austria, Bangladesh, Belgium, Brazil, Bulgaria, Canada, Chile, China, Colombia, Democratic People's Republic of Korea, Egypt, Finland, France, Germany, Hungary, India, Indonesia, Iran (Islamic Republic of), Israel, Italy, Japan, Mexico, Netherlands, Norway, Pakistan, Peru, Poland, Romania, Republic of Korea, Russian Federation, Slovakia, South Africa, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland, United States of America, Viet Nam, Zaire.

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PROTOCOL TO THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

Part I. The International Monitoring System and International Data Centre functions

A. General provisions

1. The International Monitoring System shall comprise monitoring facilities as set out in Article IV, paragraph 16, and respective means of communication.

2. The monitoring facilities incorporated into the International Monitoring System shall consist of those facilities specified in Annex 1 to this Protocol. The International Monitoring System shall fulfil the technical and operational requirements specified in the relevant operational manuals.

3. The Organization, in accordance with Article II, shall, in cooperation and consultation with the States Parties, with other States, and with international organizations as appropriate, establish and coordinate the operation and maintenance, and any future agreed modification or development of the International Monitoring System.

4. In accordance with appropriate agreements or arrangements and procedures, a State Party or other State hosting or otherwise taking responsibility for International Monitoring System facilities and the Technical Secretariat shall agree and cooperate in establishing, operating, upgrading, financing, and maintaining monitoring facilities, related certified labora-

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tories and respective means of communication within areas under its jurisdiction or control or elsewhere in conformity with international law. Such cooperation shall be in accordance with the security and authentication requirements and technical specifications contained in the relevant operational manuals. Such a State shall give the Technical Secretariat authority to access a monitoring facility for checking equipment and communication links, and shall agree to make the necessary changes in the equipment and the operational procedures to meet agreed requirements. The Technical Secretariat shall provide to such States appropriate technical assistance as is deemed by the Executive Council to be required for the proper functioning of the facility as part of the International Monitoring System.

5. Modalities for such cooperation between the Organization and States Parties or States hosting or otherwise taking responsibility for facilities of the International Monitoring System shall be set out in agreements or arrangements as appropriate in each case.

B. Seismological monitoring

6. Each State Party undertakes to cooperate in an international exchange of seismological data to assist in the verification of compliance with this Treaty. This cooperation shall include the establishment and operation of a global network of primary and auxiliary seismological monitoring stations. These stations shall provide data in accordance with agreed procedures to the International Data Centre.

7. The network of primary stations shall consist of the 50 stations specified in Table 1-A of Annex 1 to this Protocol. These stations shall fulfil the technical and operational requirements specified in the Operational Manual for Seismological Monitoring and the International Exchange of Seismo-

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logical Data. Uninterrupted data from the primary stations shall be transmitted, directly or through a national data centre, on-line to the International Data Centre.

8. To supplement the primary network, an auxiliary network of 120 stations shall provide information, directly or through a national data centre, to the International Data Centre upon request. The auxiliary stations to be used are listed in Table 1-B of Annex 1 to this Protocol. The auxiliary stations shall fulfil the technical and operational requirements specified in the Operational Manual for Seismological Monitoring and the International Exchange of Seismological Data. Data from the auxiliary stations may at any time be requested by the International Data Centre and shall be immediately available through on-line computer connections.

C. Radionuclide monitoring

9. Each State Party undertakes to cooperate in an international exchange of data on radionuclides in the atmosphere to assist in the verification of compliance with this Treaty. This cooperation shall include the establishment and operation of a global network of radionuclide monitoring stations and certified laboratories. The network shall provide data in accordance with agreed procedures to the International Data Centre.

10. The network of stations to measure radionuclides in the atmosphere shall comprise an overall network of 80 stations, as specified in Table 2-A of Annex 1 to this Protocol. All stations shall be capable of monitoring for the presence of relevant particulate matter in the atmosphere. Forty of these stations shall also be capable of monitoring for the presence of relevant noble gases upon the entry into force of this Treaty. For this purpose the Conference, at its initial session, shall approve a recommendation by the Preparatory Commission as to which 40 stations from Table 2-A of Annex 1 to this

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Protocol shall be capable of noble gas monitoring. At its first regular annual session, the Conference shall consider and decide on a plan for implementing noble gas monitoring capability throughout the network. The Director-General shall prepare a report to the Conference on the modalities for such implementation. All monitoring stations shall fulfil the technical and operational requirements specified in the Operational Manual for Radionuclide Monitoring and the International Exchange of Radionuclide Data.

11. The network of radionuclide monitoring stations shall be supported by laboratories, which shall be certified by the Technical Secretariat in accordance with the relevant operational manual for the performance, on contract to the Organization and on a fee-for-service basis, of the analysis of samples from radionuclide monitoring stations. Laboratories specified in Table 2-B of Annex 1 to this Protocol, and appropriately equipped, shall, as required, also be drawn upon by the Technical Secretariat to perform additional analysis of samples from radionuclide monitoring stations. With the agreement of the Executive Council, further laboratories may be certified by the Technical Secretariat to perform the routine analysis of samples from manual monitoring stations where necessary. All certified laboratories shall provide the results of such analysis to the International Data Centre, and in so doing shall fulfil the technical and operational requirements specified in the Operational Manual on Radionuclide Monitoring and the International Exchange of Radionuclide Data.

D. Hydroacoustic monitoring

12. Each State Party undertakes to cooperate in an international exchange of hydroacoustic data to assist in the verification of compliance with this Treaty. This cooperation shall include the establishment and operation of a global network

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of hydroacoustic monitoring stations. These stations shall provide data in accordance with agreed procedures to the International Data Centre.

13. The network of hydroacoustic stations shall consist of the stations specified in Table 3 of Annex 1 to this Protocol, and shall comprise an overall network of six hydrophone and five T-phase stations. These stations shall fulfil the technical and operational requirements specified in the Operational Manual for Hydroacoustic Monitoring and the International Exchange of Hydroacoustic Data.

E. Infrasound monitoring

14. Each State Party undertakes to cooperate in an international exchange of infrasound data to assist in the verification of compliance with this Treaty. This cooperation shall include the establishment and operation of a global network of infrasound monitoring stations. These stations shall provide data in accordance with agreed procedures to the International Data Centre.

15. The network of infrasound stations shall consist of the stations specified in Table 4 of Annex 1 to this Protocol, and shall comprise an overall network of 60 stations. These stations shall fulfil the technical and operational requirements specified in the Operational Manual for Infrasound Monitoring and the International Exchange of Infrasound Data.

F. International Data Centre functions

16. The International Data Centre shall receive, collect, process, analyse, report on and archive data from International Monitoring System facilities, including the results of analysis conducted at certified laboratories.

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17. The procedures and standard event screening criteria to be used by the International Data Centre in carrying out its agreed functions, in particular for the production of standard reporting products and for the performance of a standard range of services for States Parties, shall be elaborated in the Operational Manual for the International Data Centre and shall be progressively developed. The procedures and criteria developed initially by the Preparatory Commission shall be approved by the Conference at its initial session.

International Data Centre standard products

18. The International Data Centre shall apply on a routine basis automatic processing methods and interactive human analysis to raw International Monitoring System data in order to produce and archive standard International Data Centre products on behalf of all States Parties. These products shall be provided at no cost to States Parties and shall be without prejudice to final judgements with regard to the nature of any event, which shall remain the responsibility of States Parties, and shall include:

(a) Integrated lists of all signals detected by the International Monitoring System, as well as standard event lists and bulletins, including the values and associated uncertainties calculated for each event located by the International Data Centre, based on a set of standard parameters;

(b) Standard screened event bulletins that result from the application to each event by the International Data Centre of standard event screening criteria, making use of the characterization parameters specified in Annex 2 to this Protocol, with the objective of characterizing, highlighting in the standard event bulletin, and thereby screening out, events considered to be consistent with natural phenomena or non-nuclear, man-made phenomena. The standard event bulletin shall indicate numerically for each event the degree to which that event

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meets or does not meet the event screening criteria. In applying standard event screening, the International Data Centre shall use both global and supplementary screening criteria to take account of regional variations where applicable. The International Data Centre shall progressively enhance its technical capabilities as experience is gained in the operation of the International Monitoring System;

(c) Executive summaries, which summarize the data acquired and archived by the International Data Centre, the products of the International Data Centre, and the performance and operational status of the International Monitoring System and International Data Centre; and

(d) Extracts or subsets of the standard International Data Centre products specified in sub-paragraphs *(a)* to *(c)*, selected according to the request of an individual State Party.

19. The International Data Centre shall carry out, at no cost to States Parties, special studies to provide in-depth, technical review by expert analysis of data from the International Monitoring System, if requested by the Organization or by a State Party, to improve the estimated values for the standard signal and event parameters.

International Data Centre services to States Parties

20. The International Data Centre shall provide States Parties with open, equal, timely and convenient access to all International Monitoring System data, raw or processed, all International Data Centre products, and all other International Monitoring System data in the archive of the International Data Centre or, through the International Data Centre, of International Monitoring System facilities. The methods for supporting data access and the provision of data shall include the following services:

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(a) Automatic and regular forwarding to a State Party of the products of the International Data Centre or the selection by the State Party thereof, and, as requested, the selection by the State Party of International Monitoring System data;

(b) The provision of the data or products generated in response to ad hoc requests by States Parties for the retrieval from the International Data Centre and International Monitoring System facility archives of data and products, including interactive electronic access to the International Data Centre database; and

(c) Assisting individual States Parties, at their request and at no cost for reasonable efforts, with expert technical analysis of International Monitoring System data and other relevant data provided by the requesting State Party, in order to help the State Party concerned to identify the source of specific events. The output of any such technical analysis shall be considered a product of the requesting State Party, but shall be available to all States Parties.

The International Data Centre services specified in sub-paragraphs *(a)* and *(b)* shall be made available at no cost to each State Party. The volumes and formats of data shall be set out in the Operational Manual for the International Data Centre.

National event screening

21. The International Data Centre shall, if requested by a State Party, apply to any of its standard products, on a regular and automatic basis, national event screening criteria established by that State Party, and provide the results of such analysis to that State Party. This service shall be undertaken at no cost to the requesting State Party. The output of such national event screening processes shall be considered a product of the requesting State Party.

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Technical assistance

22. The International Data Centre shall, where required, provide technical assistance to individual States Parties:

(a) In formulating their requirements for selection and screening of data and products;

(b) By installing at the International Data Centre, at no cost to a requesting State Party for reasonable efforts, computer algorithms or software provided by that State Party to compute new signal and event parameters that are not included in the Operational Manual for the International Data Centre, the output being considered products of the requesting State Party; and

(c) By assisting States Parties to develop the capability to receive, process and analyse International Monitoring System data at a national data centre.

23. The International Data Centre shall continuously monitor and report on the operational status of the International Monitoring System facilities, of communications links, and of its own processing systems. It shall provide immediate notification to those responsible should the operational performance of any component fail to meet agreed levels set out in the relevant operational manual.

Part II. On-site inspections

A. General provisions

1. The procedures in this Part shall be implemented pursuant to the provisions for on-site inspections set out in Article IV.

2. The on-site inspection shall be carried out in the area where the event that triggered the on-site inspection request occurred.

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3. The area of an on-site inspection shall be continuous and its size shall not exceed 1,000 square kilometres. There shall be no linear distance greater than 50 kilometres in any direction.

4. The duration of an on-site inspection shall not exceed 60 days from the date of the approval of the on-site inspection request in accordance with Article IV, paragraph 46, but may be extended by a maximum of 70 days in accordance with Article IV, paragraph 49.

5. If the inspection area specified in the inspection mandate extends to the territory or other place under the jurisdiction or control of more than one State Party, the provisions on on-site inspections shall, as appropriate, apply to each of the States Parties to which the inspection area extends.

6. In cases where the inspection area is under the jurisdiction or control of the inspected State Party but is located on the territory of another State Party or where the access from the point of entry to the inspection area requires transit through the territory of a State Party other than the inspected State Party, the inspected State Party shall exercise the rights and fulfil the obligations concerning such inspections in accordance with this Protocol. In such a case, the State Party on whose territory the inspection area is located shall facilitate the inspection and shall provide for the necessary support to enable the inspection team to carry out its tasks in a timely and effective manner. States Parties through whose territory transit is required to reach the inspection area shall facilitate such transit.

7. In cases where the inspection area is under the jurisdiction or control of the inspected State Party but is located on the territory of a State not Party to this Treaty, the inspected State Party shall take all necessary measures to ensure that the inspection can be carried out in accordance with this Protocol. A State Party that has under its jurisdiction or control one or

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more areas on the territory of a State not Party to this Treaty shall take all necessary measures to ensure acceptance by the State on whose territory the inspection area is located of inspectors and inspection assistants designated to that State Party. If an inspected State Party is unable to ensure access, it shall demonstrate that it took all necessary measures to ensure access.

8. In cases where the inspection area is located on the territory of a State Party but is under the jurisdiction or control of a State not Party to this Treaty, the State Party shall take all necessary measures required of an inspected State Party and a State Party on whose territory the inspection area is located, without prejudice to the rules and practices of international law, to ensure that the on-site inspection can be carried out in accordance with this Protocol. If the State Party is unable to ensure access to the inspection area, it shall demonstrate that it took all necessary measures to ensure access, without prejudice to the rules and practices of international law.

9. The size of the inspection team shall be kept to the minimum necessary for the proper fulfilment of the inspection mandate. The total number of members of the inspection team present on the territory of the inspected State Party at any given time, except during the conduct of drilling, shall not exceed 40 persons. No national of the requesting State Party or the inspected State Party shall be a member of the inspection team.

10. The Director-General shall determine the size of the inspection team and select its members from the list of inspectors and inspection assistants, taking into account the circumstances of a particular request.

11. The inspected State Party shall provide for or arrange the amenities necessary for the inspection team, such as communication means, interpretation services, transportation, working space, lodging, meals, and medical care.

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12. The inspected State Party shall be reimbursed by the Organization, in a reasonably short period of time after conclusion of the inspection, for all expenses, including those mentioned in paragraphs 11 and 49, related to the stay and functional activities of the inspection team on the territory of the inspected State Party.

13. Procedures for the implementation of on-site inspections shall be detailed in the Operational Manual for On-Site Inspections.

B. Standing arrangements

Designation of inspectors and inspection assistants

14. An inspection team may consist of inspectors and inspection assistants. An on-site inspection shall only be carried out by qualified inspectors specially designated for this function. They may be assisted by specially designated inspection assistants, such as technical and administrative personnel, aircrew and interpreters.

15. Inspectors and inspection assistants shall be nominated for designation by the States Parties or, in the case of staff of the Technical Secretariat, by the Director-General, on the basis of their expertise and experience relevant to the purpose and functions of on-site inspections. The nominees shall be approved in advance by the States Parties in accordance with paragraph 18.

16. Each State Party, no later than 30 days after the entry into force of this Treaty for it, shall notify the Director-General of the names, dates of birth, sex, ranks, qualifications and professional experience of the persons proposed by the State Party for designation as inspectors and inspection assistants.

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17. No later than 60 days after the entry into force of this Treaty, the Technical Secretariat shall communicate in writing to all States Parties an initial list of the names, nationalities, dates of birth, sex and ranks of the inspectors and inspection assistants proposed for designation by the Director-General and the States Parties, as well as a description of their qualifications and professional experience.

18. Each State Party shall immediately acknowledge receipt of the initial list of inspectors and inspection assistants proposed for designation. Any inspector or inspection assistant included in this list shall be regarded as accepted unless a State Party, no later than 30 days after acknowledgment of receipt of the list, declares its non-acceptance in writing. The State Party may include the reason for the objection. In the case of non-acceptance, the proposed inspector or inspection assistant shall not undertake or participate in on-site inspection activities on the territory or in any other place under the jurisdiction or control of the State Party that has declared its non-acceptance. The Technical Secretariat shall immediately confirm receipt of the notification of objection.

19. Whenever additions or changes to the list of inspectors and inspection assistants are proposed by the Director-General or a State Party, replacement inspectors and inspection assistants shall be designated in the same manner as set forth with respect to the initial list. Each State Party shall promptly notify the Technical Secretariat if an inspector or inspection assistant nominated by it can no longer fulfil the duties of an inspector or inspection assistant.

20. The Technical Secretariat shall keep the list of inspectors and inspection assistants up to date and notify all States Parties of any additions or changes to the list.

21. A State Party requesting an on-site inspection may propose that an inspector from the list of inspectors and inspec-

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tion assistants serve as its observer in accordance with Article IV, paragraph 61.

22. Subject to paragraph 23, a State Party shall have the right at any time to object to an inspector or inspection assistant who has already been accepted. It shall notify the Technical Secretariat of its objection in writing and may include the reason for the objection. Such objection shall come into effect 30 days after receipt of the notification by the Technical Secretariat. The Technical Secretariat shall immediately confirm receipt of the notification of the objection and inform the objecting and nominating States Parties of the date on which the inspector or inspection assistant shall cease to be designated for that State Party.

23. A State Party that has been notified of an inspection shall not seek the removal from the inspection team of any of the inspectors or inspection assistants named in the inspection mandate.

24. The number of inspectors and inspection assistants accepted by a State Party must be sufficient to allow for availability of appropriate numbers of inspectors and inspection assistants. If, in the opinion of the Director-General, the non-acceptance by a State Party of proposed inspectors or inspection assistants impedes the designation of a sufficient number of inspectors and inspection assistants or otherwise hampers the effective fulfilment of the purposes of an on-site inspection, the Director-General shall refer the issue to the Executive Council.

25. Each inspector included in the list of inspectors and inspection assistants shall receive relevant training. Such training shall be provided by the Technical Secretariat pursuant to the procedures specified in the Operational Manual for On-Site Inspections. The Technical Secretariat shall coordinate, in agreement with the States Parties, a schedule of training for the inspectors.

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Privileges and immunities

26. Following acceptance of the initial list of inspectors and inspection assistants as provided for in paragraph 18 or as subsequently altered in accordance with paragraph 19, each State Party shall be obliged to issue, in accordance with its national procedures and upon application by an inspector or inspection assistant, multiple entry/exit and/or transit visas and other relevant documents to enable each inspector and inspection assistant to enter and to remain on the territory of that State Party for the sole purpose of carrying out inspection activities. Each State Party shall issue the necessary visa or travel documents for this purpose no later than 48 hours after receipt of the application or immediately upon arrival of the inspection team at the point of entry on the territory of the State Party. Such documents shall be valid for as long as is necessary to enable the inspector or inspection assistant to remain on the territory of the inspected State Party for the sole purpose of carrying out the inspection activities.

27. To exercise their functions effectively, members of the inspection team shall be accorded privileges and immunities as set forth in sub-paragraphs *(a)* to *(i)*. Privileges and immunities shall be granted to members of the inspection team for the sake of this Treaty and not for the personal benefit of the individuals themselves. Such privileges and immunities shall be accorded to them for the entire period between arrival on and departure from the territory of the inspected State Party, and thereafter with respect to acts previously performed in the exercise of their official functions.

(a) The members of the inspection team shall be accorded the inviolability enjoyed by diplomatic agents pursuant to Article 29 of the Vienna Convention on Diplomatic Relations of 18 April 1961;

(b) The living quarters and office premises occupied by the inspection team carrying out inspection activities pur-

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suant to this Treaty shall be accorded the inviolability and protection accorded to the premises of diplomatic agents pursuant to Article 30, paragraph 1, of the Vienna Convention on Diplomatic Relations;

(c) The papers and correspondence, including records, of the inspection team shall enjoy the inviolability accorded to all papers and correspondence of diplomatic agents pursuant to Article 30, paragraph 2, of the Vienna Convention on Diplomatic Relations. The inspection team shall have the right to use codes for their communications with the Technical Secretariat;

(d) Samples and approved equipment carried by members of the inspection team shall be inviolable subject to provisions contained in this Treaty and exempt from all customs duties. Hazardous samples shall be transported in accordance with relevant regulations;

(e) The members of the inspection team shall be accorded the immunities accorded to diplomatic agents pursuant to Article 31, paragraphs 1, 2 and 3, of the Vienna Convention on Diplomatic Relations;

(f) The members of the inspection team carrying out prescribed activities pursuant to this Treaty shall be accorded the exemption from dues and taxes accorded to diplomatic agents pursuant to Article 34 of the Vienna Convention on Diplomatic Relations;

(g) The members of the inspection team shall be permitted to bring into the territory of the inspected State Party, without payment of any customs duties or related charges, articles for personal use, with the exception of articles the import or export of which is prohibited by law or controlled by quarantine regulations;

(h) The members of the inspection team shall be accorded the same currency and exchange facilities as are accorded to representatives of foreign Governments on temporary official missions; and

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(i) The members of the inspection team shall not engage in any professional or commercial activity for personal profit on the territory of the inspected State Party.

28. When transiting the territory of States Parties other than the inspected State Party, the members of the inspection team shall be accorded the privileges and immunities enjoyed by diplomatic agents pursuant to Article 40, paragraph 1, of the Vienna Convention on Diplomatic Relations. Papers and correspondence, including records, and samples and approved equipment carried by them, shall be accorded the privileges and immunities set forth in paragraph 27*(c)* and *(d)*.

29. Without prejudice to their privileges and immunities the members of the inspection team shall be obliged to respect the laws and regulations of the inspected State Party and, to the extent that is consistent with the inspection mandate, shall be obliged not to interfere in the internal affairs of that State. If the inspected State Party considers that there has been an abuse of privileges and immunities specified in this Protocol, consultations shall be held between the State Party and the Director-General to determine whether such an abuse has occurred and, if so determined, to prevent a repetition of such an abuse.

30. The immunity from jurisdiction of members of the inspection team may be waived by the Director-General in those cases when the Director-General is of the opinion that immunity would impede the course of justice and that it can be waived without prejudice to the implementation of the provisions of this Treaty. Waiver must always be express.

31. Observers shall be accorded the same privileges and immunities accorded to members of the inspection team pursuant to this section, except for those accorded pursuant to paragraph 27*(d)*.

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Points of entry

32. Each State Party shall designate its points of entry and shall supply the required information to the Technical Secretariat no later than 30 days after this Treaty enters into force for it. These points of entry shall be such that the inspection team can reach any inspection area from at least one point of entry within 24 hours. Locations of points of entry shall be provided to all States Parties by the Technical Secretariat. Points of entry may also serve as points of exit.

33. Each State Party may change its points of entry by giving notice of such change to the Technical Secretariat. Changes shall become effective 30 days after the Technical Secretariat receives such notification, to allow appropriate notification to all States Parties.

34. If the Technical Secretariat considers that there are insufficient points of entry for the timely conduct of inspections or that changes to the points of entry proposed by a State Party would hamper such timely conduct of inspections, it shall enter into consultations with the State Party concerned to resolve the problem.

Arrangements for use of non-scheduled aircraft

35. Where timely travel to the point of entry is not feasible using scheduled commercial flights, an inspection team may utilize non-scheduled aircraft. No later than 30 days after this Treaty enters into force for it, each State Party shall inform the Technical Secretariat of the standing diplomatic clearance number for non-scheduled aircraft transporting an inspection team and equipment necessary for inspection. Aircraft routings shall be along established international airways that are agreed upon between the State Party and the Technical Secretariat as the basis for such diplomatic clearance.

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Approved inspection equipment

36. The Conference, at its initial session, shall consider and approve a list of equipment for use during on-site inspections. Each State Party may submit proposals for the inclusion of equipment in the list. Specifications for the use of the equipment, as detailed in the Operational Manual for On-Site Inspections, shall take account of safety and confidentiality considerations where such equipment is likely to be used.

37. The equipment for use during on-site inspections shall consist of core equipment for the inspection activities and techniques specified in paragraph 69 and auxiliary equipment necessary for the effective and timely conduct of on-site inspections.

38. The Technical Secretariat shall ensure that all types of approved equipment are available for on-site inspections when required. When required for an on-site inspection, the Technical Secretariat shall duly certify that the equipment has been calibrated, maintained and protected. To facilitate the checking of the equipment at the point of entry by the inspected State Party, the Technical Secretariat shall provide documentation and attach seals to authenticate the certification.

39. Any permanently held equipment shall be in the custody of the Technical Secretariat. The Technical Secretariat shall be responsible for the maintenance and calibration of such equipment.

40. As appropriate, the Technical Secretariat shall make arrangements with States Parties to provide equipment mentioned in the list. Such States Parties shall be responsible for the maintenance and calibration of such equipment.

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C. On-site inspection request, inspection mandate and notification of inspection

On-Site inspection request

41. Pursuant to Article IV, paragraph 37, the on-site inspection request shall contain at least the following information:

(a) The estimated geographical and vertical co-ordinates of the location of the event that triggered the request with an indication of the possible margin of error;

(b) The proposed boundaries of the area to be inspected, specified on a map and in accordance with paragraphs 2 and 3;

(c) The State Party or States Parties to be inspected or an indication that the area to be inspected or part thereof is beyond the jurisdiction or control of any State;

(d) The probable environment of the event that triggered the request;

(e) The estimated time of the event that triggered the request, with an indication of the possible margin of error;

(f) All data upon which the request is based;

(g) The personal details of the proposed observer, if any; and

(h) The results of a consultation and clarification process in accordance with Article IV, or an explanation, if relevant, of the reasons why such a consultation and clarification process has not been carried out.

Inspection mandate

42. The mandate for an on-site inspection shall contain:

(a) The decision of the Executive Council on the on-site inspection request;

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(b) The name of the State Party or States Parties to be inspected or an indication that the inspection area or part thereof is beyond the jurisdiction or control of any State;

(c) The location and boundaries of the inspection area specified on a map, taking into account all information on which the request was based and all other available technical information, in consultation with the requesting State Party;

(d) The planned types of activity of the inspection team in the inspection area;

(e) The point of entry to be used by the inspection team;

(f) Any transit or basing points, as appropriate;

(g) The name of the head of the inspection team;

(h) The names of members of the inspection team;

(i) The name of the proposed observer, if any; and

(j) The list of equipment to be used in the inspection area.

If a decision by the Executive Council pursuant to Article IV, paragraphs 46 to 49, necessitates a modification of the inspection mandate, the Director-General may update the mandate with respect to sub-paragraphs *(d), (h)* and *(j)*, as appropriate. The Director-General shall immediately notify the inspected State Party of any such modification.

Notification of inspection

43. The notification made by the Director-General pursuant to Article IV, paragraph 55 shall include the following information:

(a) The inspection mandate;

(b) The date and estimated time of arrival of the inspection team at the point of entry;

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(c) The means of arrival at the point of entry;

(d) If appropriate, the standing diplomatic clearance number for non-scheduled aircraft; and

(e) A list of any equipment which the Director-General requests the inspected State Party to make available to the inspection team for use in the inspection area.

44. The inspected State Party shall acknowledge receipt of the notification by the Director-General no later than 12 hours after having received the notification.

D. Pre-inspection activities

Entry into the territory of the inspected State Party, activities at the point of entry and transfer to the inspection area

45. The inspected State Party that has been notified of the arrival of the inspection team shall ensure the immediate entry of the inspection team into its territory.

46. When a non-scheduled aircraft is used for travel to the point of entry, the Technical Secretariat shall provide the inspected State Party with a flight plan, through the National Authority, for the flight of the aircraft from the last airfield prior to entering the airspace of that State Party to the point of entry, no less than six hours before the scheduled departure time from that airfield. Such a plan shall be filed in accordance with the procedures of the International Civil Aviation Organization applicable to civil aircraft. The Technical Secretariat shall include in the remarks section of the flight plan the standing diplomatic clearance number and the appropriate notation identifying the aircraft as an inspection aircraft. If a military aircraft is used, the Technical Secretariat shall re-

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quest prior authorization from the inspected State Party to enter its airspace.

47. No less than three hours before the scheduled departure of the inspection team from the last airfield prior to entering the airspace of the inspected State Party, the inspected State Party shall ensure that the flight plan filed in accordance with paragraph 46 is approved, so that the inspection team may arrive at the point of entry by the estimated arrival time.

48. Where necessary, the head of the inspection team and the representative of the inspected State Party shall agree on a basing point and a flight plan from the point of entry to the basing point and, if necessary, to the inspection area.

49. The inspected State Party shall provide for or arrange parking, security protection, servicing and fuel as required by the Technical Secretariat for the aircraft of the inspection team at the point of entry and, where necessary, at the basing point and at the inspection area. Such aircraft shall not be liable for landing fees, departure tax, and similar charges. This paragraph shall also apply to aircraft used for overflight during the on-site inspection.

50. Subject to paragraph 51, there shall be no restriction by the inspected State Party on the inspection team bringing approved equipment that is in conformity with the inspection mandate into the territory of that State Party, or on its use in accordance with the provisions of the Treaty and this Protocol.

51. The inspected State Party shall have the right, without prejudice to the time-frame specified in paragraph 54, to check in the presence of inspection team members at the point of entry that the equipment has been approved and certified in accordance with paragraph 38. The inspected State Party may exclude equipment that is not in conformity with the inspec-

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tion mandate or that has not been approved and certified in accordance with paragraph 38.

52. Immediately upon arrival at the point of entry and without prejudice to the time-frame specified in paragraph 54, the head of the inspection team shall present to the representative of the inspected State Party the inspection mandate and an initial inspection plan prepared by the inspection team specifying the activities to be carried out by it. The inspection team shall be briefed by representatives of the inspected State Party with the aid of maps and other documentation as appropriate. The briefing shall include relevant natural terrain features, safety and confidentiality issues, and logistical arrangements for the inspection. The inspected State Party may indicate locations within the inspection area that, in its view, are not related to the purpose of the inspection.

53. After the pre-inspection briefing, the inspection team shall, as appropriate, modify the initial inspection plan, taking into account any comments by the inspected State Party. The modified inspection plan shall be made available to the representative of the inspected State Party.

54. The inspected State Party shall do everything in its power to provide assistance and to ensure the safe conduct of the inspection team, the approved equipment specified in paragraphs 50 and 51 and baggage from the point of entry to the inspection area no later than 36 hours after arrival at the point of entry, if no other timing has been agreed upon within the time-frame specified in paragraph 57.

55. To confirm that the area to which the inspection team has been transported corresponds to the inspection area specified in the inspection mandate, the inspection team shall have the right to use approved location-finding equipment. The inspected State Party shall assist the inspection team in this task.

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E. Conduct of inspections

General rules

56. The inspection team shall discharge its functions in accordance with the provisions of the Treaty and this Protocol.

57. The inspection team shall begin its inspection activities in the inspection area as soon as possible, but in no case later than 72 hours after arrival at the point of entry.

58. 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 and disturbance to the inspection area.

59. In cases where the inspected State Party has been requested, pursuant to paragraph 43*(e)* or in the course of the inspection, to make available any equipment for use by the inspection team in the inspection area, the inspected State Party shall comply with the request to the extent it can.

60. During the on-site inspection the inspection team shall have, *inter alia*:

(a) The right to determine how the inspection will proceed, consistent with the inspection mandate and taking into account any steps taken by the inspected State Party consistent with the provisions on managed access;

(b) The right to modify the inspection plan, as necessary, to ensure the effective execution of the inspection;

(c) The obligation to take into account the recommendations and suggested modifications by the inspected State Party to the inspection plan;

(d) The right to request clarifications in connection with ambiguities that may arise during the inspection;

(e) The obligation to use only those techniques specified in paragraph 69 and to refrain from activities that are not

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relevant to the purpose of the inspection. The team shall collect and document such facts as are related to the purpose of the inspection, but shall neither seek nor document information that is clearly unrelated thereto. Any material collected and subsequently found not to be relevant shall be returned to the inspected State Party;

(f) The obligation to take into account and include in its report data and explanations on the nature of the event that triggered the request, provided by the inspected State Party from the national monitoring networks of the inspected State Party and from other sources;

(g) The obligation to provide the inspected State Party, at its request, with copies of the information and data collected in the inspection area; and

(h) The obligation to respect the confidentiality and the safety and health regulations of the inspected State Party.

61. During the on-site inspection the inspected State Party shall have, *inter alia*:

(a) The right to make recommendations at any time to the inspection team regarding possible modification of the inspection plan;

(b) The right and the obligation to provide a representative to liaise with the inspection team;

(c) The right to have representatives accompany the inspection team during the performance of its duties and observe all inspection activities carried out by the inspection team. This shall not delay or otherwise hinder the inspection team in the exercise of its functions;

(d) The right to provide additional information and to request the collection and documentation of additional facts it believes are relevant to the inspection;

(e) The right to examine all photographic and measurement products as well as samples and to retain any photo-

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graphs or parts thereof showing sensitive sites not related to the purpose of the inspection. The inspected State Party shall have the right to receive duplicate copies of all photographic and measurement products. The inspected State Party shall have the right to retain photographic originals and first-generation photographic products and to put photographs or parts thereof under joint seal within its territory. The inspected State Party shall have the right to provide its own camera operator to take still/video photographs as requested by the inspection team. Otherwise, these functions shall be performed by members of the inspection team;

(f) The right to provide the inspection team, from its national monitoring networks and from other sources, with data and explanations on the nature of the event that triggered the request; and

(g) The obligation to provide the inspection team with such clarification as may be necessary to resolve any ambiguities that arise during the inspection.

Communications

62. The members of the inspection team shall have the right at all times during the on-site inspection to communicate with each other and with the Technical Secretariat. For this purpose they may use their own duly approved and certified equipment with the consent of the inspected State Party, to the extent that the inspected State Party does not provide them with access to other telecommunications.

Observer

63. In accordance with Article IV, paragraph 61, the requesting State Party shall liaise with the Technical Secretariat to co-ordinate the arrival of the observer at the same point of entry or basing point as the inspection team within a reasonable period of the arrival of the inspection team.

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64. The observer shall have the right throughout the inspection to be in communication with the embassy of the requesting State Party located in the inspected State Party or, in the case of absence of an embassy, with the requesting State Party itself.

65. The observer shall have the right to arrive at the inspection area and to have access to and within the inspection area as granted by the inspected State Party.

66. The observer shall have the right to make recommendations to the inspection team throughout the inspection.

67. Throughout the inspection, the inspection team shall keep the observer informed about the conduct of the inspection and the findings.

68. Throughout the inspection, the inspected State Party shall provide or arrange for the amenities necessary for the observer similar to those enjoyed by the inspection team as described in paragraph 11. All costs in connection with the stay of the observer on the territory of the inspected State Party shall be borne by the requesting State Party.

Inspection activities and techniques

69. The following inspection activities may be conducted and techniques used, in accordance with the provisions on managed access, on collection, handling and analysis of samples, and on overflights:

(a) Position finding from the air and at the surface to confirm the boundaries of the inspection area and establish coordinates of locations therein, in support of the inspection activities;

(b) Visual observation, video and still photography and multi-spectral imaging, including infrared measurements, at and below the surface, and from the air, to search for anomalies or artifacts;

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(c) Measurement of levels of radioactivity above, at and below the surface, using gamma radiation monitoring and energy resolution analysis from the air, and at or under the surface, to search for and identify radiation anomalies;

(d) Environmental sampling and analysis of solids, liquids and gases from above, at and below the surface to detect anomalies;

(e) Passive seismological monitoring for aftershocks to localize the search area and facilitate determination of the nature of an event;

(f) Resonance seismometry and active seismic surveys to search for and locate underground anomalies, including cavities and rubble zones;

(g) Magnetic and gravitational field mapping, ground penetrating radar and electrical conductivity measurements at the surface and from the air, as appropriate, to detect anomalies or artifacts; and

(h) Drilling to obtain radioactive samples.

70. Up to 25 days after the approval of the on-site inspection in accordance with Article IV, paragraph 46, the inspection team shall have the right to conduct any of the activities and use any of the techniques listed in paragraph 69*(a)* to *(e)*. Following the approval of the continuation of the inspection in accordance with Article IV, paragraph 47, the inspection team shall have the right to conduct any of the activities and use any of the techniques listed in paragraph 69*(a)* to *(g)*. The inspection team shall only conduct drilling after the approval of the Executive Council in accordance with Article IV, paragraph 48. If the inspection team requests an extension of the inspection duration in accordance with Article IV, paragraph 49, it shall indicate in its request which of the activities and techniques listed in paragraph 69 it intends to carry out in order to be able to fulfil its mandate.

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Overflights

71. The inspection team shall have the right to conduct an overflight over the inspection area during the on-site inspection for the purposes of providing the inspection team with a general orientation of the inspection area, narrowing down and optimizing the locations for ground-based inspection and facilitating the collection of factual evidence, using equipment specified in paragraph 79.

72. The overflight shall be conducted as soon as practically possible. The total duration of the overflight over the inspection area shall be no more than 12 hours.

73. Additional overflights using equipment specified in paragraphs 79 and 80 may be conducted subject to the agreement of the inspected State Party.

74. The area to be covered by overflights shall not extend beyond the inspection area.

75. The inspected State Party shall have the right to impose restrictions or, in exceptional cases and with reasonable justification, prohibitions on the overflight of sensitive sites not related to the purpose of the inspection. Restrictions may relate to the flight altitude, the number of passes and circling, the duration of hovering, the type of aircraft, the number of inspectors on board, and the type of measurements or observations. If the inspection team considers that the restrictions or prohibitions on the overflight of sensitive sites may impede the fulfilment of its mandate, the inspected State Party shall make every reasonable effort to provide alternative means of inspection.

76. Overflights shall be conducted according to a flight plan duly filed and approved in accordance with aviation rules and regulations of the inspected State Party. Flight safety regulations of the inspected State Party shall be strictly observed throughout all flying operations.

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77. During overflights landing should normally be authorized only for purposes of staging or refuelling.

78. Overflights shall be conducted at altitudes as requested by the inspection team consistent with the activities to be conducted, visibility conditions, as well as the aviation and the safety regulations of the inspected State Party and its right to protect sensitive information not related to the purposes of the inspection. Overflights shall be conducted up to a maximum altitude of 1,500 metres above the surface.

79. For the overflight conducted pursuant to paragraphs 71 and 72, the following equipment may be used on board the aircraft:

(a) Field glasses;

(b) Passive location-finding equipment;

(c) Video cameras; and

(d) Hand-held still cameras.

80. For any additional overflights conducted pursuant to paragraph 73, inspectors on board the aircraft may also use portable, easily installed equipment for:

(a) Multi-spectral (including infrared) imagery;

(b) Gamma spectroscopy; and

(c) Magnetic field mapping.

81. Overflights shall be conducted with a relatively slow fixed or rotary wing aircraft. The aircraft shall afford a broad, unobstructed view of the surface below.

82. The inspected State Party shall have the right to provide its own aircraft, pre-equipped as appropriate in accordance with the technical requirements of the relevant operational manual, and crew. Otherwise, the aircraft shall be provided or rented by the Technical Secretariat.

83. If the aircraft is provided or rented by the Technical Secretariat, the inspected State Party shall have the right to

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check the aircraft to ensure that it is equipped with approved inspection equipment. Such checking shall be completed within the time-frame specified in paragraph 57.

84. Personnel on board the aircraft shall consist of:

(a) The minimum number of flight crew consistent with the safe operation of the aircraft;

(b) Up to four members of the inspection team;

(c) Up to two representatives of the inspected State Party;

(d) An observer, if any, subject to the agreement of the inspected State Party; and

(e) An interpreter, if necessary.

85. Procedures for the implementation of overflights shall be detailed in the Operational Manual for On-Site Inspections.

Managed access

86. The inspection team shall have the right to access the inspection area in accordance with the provisions of the Treaty and this Protocol.

87. The inspected State Party shall provide access within the inspection area in accordance with the time-frame specified in paragraph 57.

88. Pursuant to Article IV, paragraph 57 and paragraph 86 above, the rights and obligations of the inspected State Party shall include:

(a) The right to take measures to protect sensitive installations and locations in accordance with this Protocol;

(b) The obligation, when access is restricted within the inspection area, to make every reasonable effort to satisfy the requirements of the inspection mandate through alternative means. Resolving any questions regarding one or more

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aspects of the inspection shall not delay or interfere with the conduct of the inspection team of other aspects of the inspection; and

(c) The right to make the final decision regarding any access of the inspection team, taking into account its obligations under this Treaty and the provisions on managed access.

89. Pursuant to Article IV, paragraph 57*(b)* and paragraph 88*(a)* above, the inspected State Party shall have the right throughout the inspection area to take measures to protect sensitive installations and locations and to prevent disclosure of confidential information not related to the purpose of the inspection. Such measures may include, *inter alia*:

(a) Shrouding of sensitive displays, stores, and equipment;

(b) Restricting measurements of radionuclide activity and nuclear radiation to determining the presence or absence of those types and energies of radiation relevant to the purpose of the inspection;

(c) Restricting the taking of or analysing of samples to determining the presence or absence of radioactive or other products relevant to the purpose of the inspection;

(d) Managing access to buildings and other structures in accordance with paragraphs 90 and 91; and

(e) Declaring restricted-access sites in accordance with paragraphs 92 to 96.

90. Access to buildings and other structures shall be deferred until after the approval of the continuation of the on-site inspection in accordance with Article IV, paragraph 47, except for access to buildings and other structures housing the entrance to a mine, other excavations, or caverns of large volume not otherwise accessible. For such buildings and structures, the inspection team shall have the right only of transit, as directed by the inspected State Party, in order to enter such mines, caverns or other excavations.

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91. If, following the approval of the continuation of the inspection in accordance with Article IV, paragraph 47, the inspection team demonstrates credibly to the inspected State Party that access to buildings and other structures is necessary to fulfil the inspection mandate and that the necessary activities authorized in the mandate could not be carried out from the outside, the inspection team shall have the right to gain access to such buildings or other structures. The head of the inspection team shall request access to a specific building or structure indicating the purpose of such access, the specific number of inspectors, as well as the intended activities. The modalities for access shall be subject to negotiation between the inspection team and the inspected State Party. The inspected State Party shall have the right to impose restrictions or, in exceptional cases and with reasonable justification, prohibitions, on the access to buildings and other structures.

92. When restricted-access sites are declared pursuant to paragraph 89*(e)*, each such site shall be no larger than 4 square kilometres. The inspected State Party has the right to declare up to 50 square kilometres of restricted-access sites. If more than one restricted-access site is declared, each such site shall be separated from any other such site by a minimum distance of 20 metres. Each restricted-access site shall have clearly defined and accessible boundaries.

93. The size, location, and boundaries of restricted-access sites shall be presented to the head of the inspection team no later than the time that the inspection team seeks access to a location that contains all or part of such a site.

94. The inspection team shall have the right to place equipment and take other steps necessary to conduct its inspection up to the boundary of a restricted-access site.

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95. The inspection team shall be permitted to observe visually all open places within the restricted-access site from the boundary of the site.

96. The inspection team shall make every reasonable effort to fulfil the inspection mandate outside the declared restricted-access sites prior to requesting access to such sites. If at any time the inspection team demonstrates credibly to the inspected State Party that the necessary activities authorized in the mandate could not be carried out from the outside and that access to a restricted-access site is necessary to fulfil the mandate, some members of the inspection team shall be granted access to accomplish specific tasks within the site. The inspected State Party shall have the right to shroud or otherwise protect sensitive equipment, objects and materials not related to the purpose of the inspection. The number of inspectors shall be kept to the minimum necessary to complete the tasks related to the inspection. The modalities for such access shall be subject to negotiation between the inspection team and the inspected State Party.

Collection, handling and analysis of samples

97. Subject to paragraphs 86 to 96 and 98 to 100, the inspection team shall have the right to collect and remove relevant samples from the inspection area.

98. Whenever possible, the inspection team shall analyse samples on-site. Representatives of the inspected State Party shall have the right to be present when samples are analysed on-site. At the request of the inspection team, the inspected State Party shall, in accordance with agreed procedures, provide assistance for the analysis of samples on-site. The inspection team shall have the right to transfer samples for off-site analysis at laboratories designated by the Organization only if it demonstrates that the necessary sample analysis cannot be performed on-site.

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99. The inspected State Party shall have the right to retain portions of all samples collected when these samples are analysed and may take duplicate samples.

100. The inspected State Party shall have the right to request that any unused samples or portions thereof be returned.

101. The designated laboratories shall conduct chemical and physical analysis of the samples transferred for off-site analysis. Details of such analysis shall be elaborated in the Operational Manual for On-Site Inspections.

102. The Director-General shall have the primary responsibility for the security, integrity and preservation of samples and for ensuring that the confidentiality of samples transferred for off-site analysis is protected. The Director-General shall do so in accordance with procedures contained in the Operational Manual for On-Site Inspections. The Director-General shall, in any case:

(a) Establish a stringent regime governing the collection, handling, transport and analysis of samples;

(b) Certify the laboratories designated to perform different types of analysis;

(c) Oversee the standardization of equipment and procedures at these designated laboratories and of mobile analytical equipment and procedures;

(d) Monitor quality control and overall standards in relation to the certification of these laboratories and in relation to mobile equipment and procedures; and

(e) Select from among the designated laboratories those which shall perform analytical or other functions in relation to specific investigations.

103. When off-site analysis is to be performed, samples shall be analysed in at least two designated laboratories. The Technical Secretariat shall ensure the expeditious processing

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of the analysis. The samples shall be accounted for by the Technical Secretariat and any unused samples or portions thereof shall be returned to the Technical Secretariat.

104. The Technical Secretariat shall compile the results of the laboratory analysis of samples relevant to the purpose of the inspection. Pursuant to Article IV, paragraph 63, the Director-General shall transmit any such results promptly to the inspected State Party for comments and thereafter to the Executive Council and to all other States Parties and shall include detailed information concerning the equipment and methodology employed by the designated laboratories.

Conduct of inspections in areas beyond the jurisdiction or control of any State

105. In case of an on-site inspection in an area beyond the jurisdiction or control of any State, the Director-General shall consult with the appropriate States Parties and agree on any transit or basing points to facilitate a speedy arrival of the inspection team in the inspection area.

106. The States Parties on whose territory transit or basing points are located shall, as far as possible, assist in facilitating the inspection, including transporting the inspection team, its baggage and equipment to the inspection area, as well as providing the relevant amenities specified in paragraph 11. The Organization shall reimburse assisting States Parties for all costs incurred.

107. Subject to the approval of the Executive Council, the Director-General may negotiate standing arrangements with States Parties to facilitate assistance in the event of an on-site inspection in an area beyond the jurisdiction or control of any State.

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108. In cases where one or more States Parties have conducted an investigation of an ambiguous event in an area beyond the jurisdiction or control of any State before a request is made for an on-site inspection in that area, any results of such investigation may be taken into account by the Executive Council in its deliberations pursuant to Article IV.

Post-inspection procedures

109. Upon conclusion of the inspection, the inspection team shall meet with the representative of the inspected State Party to review the preliminary findings of the inspection team and to clarify any ambiguities. The inspection team shall provide the representative of the inspected State Party with its preliminary findings in written form according to a standardized format, together with a list of any samples and other material taken from the inspection area pursuant to paragraph 98. The document shall be signed by the head of the inspection team. In order to indicate that he or she has taken notice of the contents of the document, the representative of the inspected State Party shall countersign the document. The meeting shall be completed no later than 24 hours after the conclusion of the inspection.

Departure

110. Upon completion of the post-inspection procedures, the inspection team and the observer shall leave, as soon as possible, the territory of the inspected State Party. The inspected State Party shall do everything in its power to provide assistance and to ensure the safe conduct of the inspection team, equipment and baggage to the point of exit. Unless agreed otherwise by the inspected State Party and the inspection team, the point of exit used shall be the same as the point of entry.

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Part III. Confidence-building measures

1. Pursuant to Article IV, paragraph 68, each State Party shall, on a voluntary basis, provide the Technical Secretariat with notification of any chemical explosion using 300 tonnes or greater of TNT-equivalent blasting material detonated as a single explosion anywhere on its territory, or at any place under its jurisdiction or control. If possible, such notification shall be provided in advance. Such notification shall include details on location, time, quantity and type of explosive used, as well as on the configuration and intended purpose of the blast.

2. Each State Party shall, on a voluntary basis, as soon as possible after the entry into force of this Treaty provide to the Technical Secretariat, and at annual intervals thereafter update, information related to its national use of all other chemical explosions greater than 300 tonnes TNT-equivalent. In particular, the State Party shall seek to advise:

(a) The geographic locations of sites where the explosions originate;

(b) The nature of activities producing them and the general profile and frequency of such explosions;

(c) Any other relevant detail, if available; and

to assist the Technical Secretariat in clarifying the origins of any such event detected by the International Monitoring System.

3. A State Party may, on a voluntary and mutually acceptable basis, invite representatives of the Technical Secretariat or of other States Parties to visit sites within its territory referred to in paragraphs 1 and 2.

4. For the purpose of calibrating the International Monitoring System, States Parties may liaise with the Technical Secretariat to carry out chemical calibration explosions or to provide relevant information on chemical explosions planned for other purposes.

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Annex 1 to the Protocol

Table 1-A List of seismological stations comprising the primary network

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
1	Argentina	PLCA Paso Flores	40.7 S	70.6 W	3-C
2	Australia	WRA Warramunga, NT	19.9 S	134.3 E	array
3	Australia	ASAR Alice Springs, NT	23.7 S	133.9 E	array
4	Australia	STKA Stephens Creek, SA	31.9 S	141.6 E	3-C
5	Australia	MAW Mawson, Antarctica	67.6 S	62.9 E	3-C
6	Bolivia	LPAZ La Paz	16.3 S	68.1 W	3-C
7	Brazil	BDFB Brasilia	15.6 S	48.0 W	3-C
8	Canada	ULMC Lac du Bonnet, Man.	50.2 N	95.9 W	3-C

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9	Canada	YKAC Yellowknife, N.W.T.	62.5 N	114.6 W	array
10	Canada	SCH Schefferville, Quebec	54.8 N	66.8 W	3-C
11	Central African Republic	BGCA Bangui	05.2 N	18.4 E	3-C
12	China	HAI Hailar	49.3 N	119.7 E	3-C > array
13	China	LZH Lanzhou	36.1 N	103.8 E	3-C > array
14	Colombia	XSA El Rosal	04.9 N	74.3 W	3-C
15	Côte d'Ivoire	DBIC Dimbroko	06.7 N	04.9 W	3-C
16	Egypt	LXEG Luxor	26.0 N	33.0 E	array
17	Finland	FINES Lahti	61.4 N	26.1 E	array
18	France	PPT Tahiti	17.6 S	149.6 W	3-C
19	Germany	GEC2 Freyung	48.9 N	13.7 E	array

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Table 1-A *(primary seismic network continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
20	To be determined	to be determined	to be determined	to be determined	to be determined
21	Iran (Islamic Republic of)	THR Tehran	35.8 N	51.4 E	3-C
22	Japan	MJAR Matsushiro	36.5 N	138.2 E	array
23	Kazakstan	MAK Makanchi	46.8 N	82.0 E	array
24	Kenya	KMBO Kilimambogo	01.1 S	37.2 E	3-C
25	Mongolia	JAVM Javhlant	48.0 N	106.8 E	3-C > array
26	Niger	New Site	to be determined	to be determined	3-C > array
27	Norway	NAO Hamar	60.8 N	10.8 E	array
28	Norway	ARAO Karasjok	69.5 N	25.5 E	array

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29	Pakistan	PRPK Pari	33.7 N	73.3 E	array
30	Paraguay	CPUP Villa Florida	26.3 S	57.3 W	3-C
31	Republic of Korea	KSRS Wonju	37.5 N	127.9 E	array
32	Russian Federation	KBZ Khabaz	43.7 N	42.9 E	3-C
33	Russian Federation	ZAL Zalesovo	53.9 N	84.8 E	3-C > array
34	Russian Federation	NRI Norilsk	69.0 N	88.0 E	3-C
35	Russian Federation	PDY Peleduy	59.6 N	112.6 E	3-C > array
36	Russian Federation	PET Petropavliovsk-Kamchatskiy	53.1 N	157.8 E	3-C > array
37	Russian Federation	USK Ussuriysk	44.2 N	132.0 E	3-C > array
38	Saudi Arabia	New Site	to be determined	to be determined	array
39	South Africa	BOSA Boshof	28.6 S	25.6 E	3-C

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Table 1-A *(primary seismic network continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
40	Spain	ESDC Sonseca	39.7 N	04.0 W	array
41	Thailand	CMTO Chiang Mai	18.8 N	99.0 E	array
42	Tunisia	THA Thala	35.6 N	08.7 E	3-C
43	Turkey	BRTR Belbashi The array is subject to relocation at Keskin	39.9 N	32.8 E	array
44	Turkmenistan	GEYT Alibeck	37.9 N	58.1 E	array
45	Ukraine	AKASG Malin	50.4 N	29.1 E	array
46	United States of America	LJTX Lajitas, TX	29.3 N	103.7 W	array
47	United States of America	MNV Mina, NV	38.4 N	118.2 W	array

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48	United States of America	PIWY Pinedale, WY	42.8 N	109.6 W	array
49	United States of America	ELAK Eielsoen, AK	64.8 N	146.9 W	array
50	United States of America	VNDA Vanda, Antarctica	77.5 S	161.9 E	3-C

Key: 3-C> array: indicates that the site could start operations in the International Monitoring System as a three-component station and be upgraded to an array at a later time.

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Table 1-B List of seismological stations comprising the auxiliary network

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
1	Argentina	CFA Coronel Fontana	31.6 S	68.2 W	3-C
2	Argentina	USHA Ushuaia	55.0 S	68.0 W	3-C
3	Armenia	GNI Garni	40.1 N	44.7 E	3-C
4	Australia	CTA Charters Towers, QLD	20.1 S	146.3 E	3-C
5	Australia	FITZ Fitzroy Crossing, WA	18.1 S	125.6 E	3-C
6	Australia	NWAO Narrogin, WA	32.9 S	117.2 E	3-C
7	Bangladesh	CHT Chittagong	22.4 N	91.8 E	3-C
8	Bolivia	SIV San Ignacio	16.0 S	61.1 W	3-C
9	Botswana	LBTB Lobatse	25.0 S	25.6 E	3-C

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10	Brazil	PTGA Pitinga	0.7 S	60.0 W	3-C	
11	Brazil	RGNB Rio Grande do Norte	6.9 S	37.0 W	3-C	
12	Canada	FRB Iqaluit, N.W.T.	63.7 N	68.5 W	3-C	
13	Canada	DLBC Dease Lake, B.C.	58.4 N	130.0 W	3-C	
14	Canada	SADO Sadowa, Ont.	44.8 N	79.1 W	3-C	
15	Canada	BBB Bella Bella, B.C.	52.2 N	128.1 W	3-C	
16	Canada	MBC Mould Bay, N.W.T.	76.2 N	119.4 W	3-C	
17	Canada	INK Inuvik, N.W.T.	68.3 N	133.5 W	3-C	
18	Chile	RPN Easter Island	27.2 S	109.4 W	3-C	
19	Chile	LVC Limon Verde	22.6 S	68.9 W	3-C	
20	China	BJT Baijiatuan	40.0 N	116.2 E	3-C	

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Table 1-B *(auxiliary seismic network continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
21	China	KMI Kunming	25.2 N	102.8 E	3-C
22	China	SSE Sheshan	31.1 N	121.2 E	3-C
23	China	XAN Xi'an	34.0 N	108.9 E	3-C
24	Cook Islands	RAR Rarotonga	21.2 S	159.8 W	3-C
25	Costa Rica	JTS Las Juntas de Abangares	10.3 N	85.0 W	3-C
26	Czech Republic	VRAC Vranov	49.3 N	16.6 E	3-C
27	Denmark	SFJ Søndre Strømfjord, Greenland	67.0 N	50.6 W	3-C
28	Djibouti	ATD Arta Tunnel	11.5 N	42.9 E	3-C
29	Egypt	KEG Kottamya	29.9 N	31.8 E	3-C

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30	Ethiopia	FURI Furi	8.9 N	38.7 E	3-C
31	Fiji	MSVF Monasavu, Viti Levu	17.8 S	178.1 E	3-C
32	France	NOUC Port Laguerre, New Caledonia	22.1 S	166.3 E	3-C
33	France	KOG Kourou, French Guiana	5.2 N	52.7 W	3-C
34	Gabon	BAMB Bambay	1.7 S	13.6 E	3-C
35	Germany/ South Africa	— SANAE Station, Antarctica	71.7 S	2.9 W	3-C
36	Greece	IDI Anogia, Crete	35.3 N	24.9 E	3-C
37	Guatemala	RDG Rabir	15.0 N	90.5 W	3-C
38	Iceland	BORG Borgarnes	64.8 N	21.3 W	3-C
39	To be determined	to be determined	to be determined	to be determined	to be determined
40	Indonesia	PACI Cibinong, Jawa Barat	6.5 S	107.0 E	3-C

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Table 1-B *(auxiliary seismic network continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
41	Indonesia	JAY Jayapura, Irian Jaya	2.5 S	140.7 E	3-C
42	Indonesia	SWI Sorong, Irian Jaya	0.9 S	131.3 E	3-C
43	Indonesia	PSI Parapat, Sumatera	2.7 N	98.9 E	3-C
44	Indonesia	KAPI Kappang, Sulawesi Selatan	5.0 S	119.8 E	3-C
45	Indonesia	KUG Kupang, Nusatenggara Timur	10.2 S	123.6 E	3-C
46	Iran (Islamic Republic of)	KRM Kerman	30.3 N	57.1 E	3-C
47	Iran (Islamic Republic of)	MSN Masjed-e-Soleyman	31.9 N	49.3 E	3-C
48	Israel	MBH Eilath	29.8 N	34.9 E	3-C
49	Israel	PARD Parod	32.6 N	35.3 E	array

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50	Italy	ENAS Enna, Sicily	37.5 N	14.3 E	3-C
51	Japan	JNU Ohita, Kyushu	33.1 N	130.9 E	3-C
52	Japan	JOW Kunigami, Okinawa	26.8 N	128.3 E	3-C
53	Japan	JHJ Hachijojima, Izu Islands	33.1 N	139.8 E	3-C
54	Japan	JKA Kamikawa-asahi, Hokkaido	44.1 N	142.6 E	3-C
55	Japan	JCJ Chichijima, Ogasawara	27.1 N	142.2 E	3-C
56	Jordan	— Ashqof	32.5 N	37.6 E	3-C
57	Kazakstan	BRVK Borovoye	53.1 N	70.3 E	array
58	Kazakstan	KURK Kurchatov	50.7 N	78.6 E	array
59	Kazakstan	AKTO Aktyubinsk	50.4 N	58.0 E	3-C
60	Kyrgyzstan	AAK Ala-Archa	42.6 N	74.5 E	3-C

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Table 1-B *(auxiliary seismic network continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
61	Madagascar	TAN Antananarivo	18.9 S	47.6 E	3-C
62	Mali	KOWA Kowa	14.5 N	4.0 W	3-C
63	Mexico	TEYM Tepich, Yucatan	20.2 N	88.3 W	3-C
64	Mexico	TUVM Tuzandepeti, Veracruz	18.0 N	94.4 W	3-C
65	Mexico	LPBM La Paz, Baja California Sur	24.2 N	110.2 W	3-C
66	Morocco	MDT Midelt	32.8 N	4.6 W	3-C
67	Namibia	TSUM Tsumeb	19.1 S	17.4 E	3-C
68	Nepal	EVN Everest	28.0 N	86.8 E	3-C
69	New Zealand	EWZ Erewhon, South Island	43.5 S	170.9 E	3-C

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70	New Zealand	RAO Raoul Island	29.2 S	177.9 W	3-C
71	New Zealand	URZ Urewera, North Island	38.3 S	177.1 E	3-C
72	Norway	SPITS Spitsbergen	78.2 N	16.4 E	array
73	Norway	JMI Jan Mayen	70.9 N	8.7 W	3-C
74	Oman	WSAR Wadi Sarin	23.0 N	58.0 E	3-C
75	Papua New Guinea	PMG Port Moresby	9.4 S	147.2 E	3-C
76	Papua New Guinea	BIAL Bialla	5.3 S	151.1 E	3-C
77	Peru	CAJP Cajamarca	7.0 S	78.0 W	3-C
78	Peru	NNA Nana	12.0 S	76.8 W	3-C
79	Philippines	DAV Davao, Mindanao	7.1 N	125.6 E	3-C
80	Philippines	TGY Tagaytay, Luzon	14.1 N	120.9 E	3-C

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Table 1-B *(auxiliary seismic network continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
81	Romania	MLR Muntele Rosu	45.5 N	25.9 E	3-C
82	Russian Federation	KIRV Kirov	58.6 N	49.4 E	3-C
83	Russian Federation	KIVO Kislovodsk	44.0 N	42.7 E	array
84	Russian Federation	OBN Obninsk	55.1 N	36.6 E	3-C
85	Russian Federation	ARU Arti	56.4 N	58.6 E	3-C
86	Russian Federation	SEY Seymchan	62.9 N	152.4 E	3-C
87	Russian Federation	TLY Talaya	51.7 N	103.6 E	3-C
88	Russian Federation	YAK Yakutsk	62.0 N	129.7 E	3-C
89	Russian Federation	URG Urgal	51.1 N	132.3 E	3-C

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90	Russian Federation	BIL Bilibino	68.0 N	166.4 E	3-C
91	Russian Federation	TIXI Tiksi	71.6 N	128.9 E	3-C
92	Russian Federation	YSS Yuzhno-Sakhalinsk	47.0 N	142.8 E	3-C
93	Russian Federation	MA2 Magadan	59.6 N	150.8 E	3-C
94	Russian Federation	ZIL Zilim	53.9 N	57.0 E	3-C
95	Samoa	AFI Afiamalu	13.9 S	171.8 W	3-C
96	Saudi Arabia	RAYN Ar Rayn	23.6 N	45.6 E	3-C
97	Senegal	MBO Mbour	14.4 N	17.0 W	3-C
98	Solomon Islands	HNR Honiara, Guadalcanal	9.4 S	160.0 E	3-C
99	South Africa	SUR Sutherland	32.4 S	20.8 E	3-C
100	Sri Lanka	COC Colombo	6.9 N	79.9 E	3-C

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Table 1-B *(auxiliary seismic network continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
101	Sweden	HFS Hagfors	60.1 N	13.7 E	array
102	Switzerland	DAVOS Davos	46.8 N	9.8 E	3-C
103	Uganda	MBRU Mbarara	0.4 S	30.4 E	3-C
104	United Kingdom	EKA Eskdalemuir	55.3 N	3.2 W	array
105	United States of America	GUMO Guam, Marianas Islands	13.6 N	144.9 E	3-C
106	United States of America	PMSA Palmer Station, Antarctica	64.8 S	64.1 W	3-C
107	United States of America	TKL Tuckaleechee Caverns, TN	35.7 N	83.8 W	3-C
108	United States of America	PFCA Piñon Flat, CA	33.6 N	116.5 W	3-C
109	United States of America	YBH Yreka, CA	41.7 N	122.7 W	3-C

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110	United States of America	KDC Kodiak Island, AK	57.8 N	152.5 W	3-C	
111	United States of America	ALQ Albuquerque, NM	35.0 N	106.5 W	3-C	
112	United States of America	ATTU Attu Island, AK	52.8 N	172.7 E	3-C	
113	United States of America	ELK Elko, NV	40.7 N	115.2 W	3-C	
114	United States of America	SPA South Pole, Antarctica	90.0 S	--	3-C	
115	United States of America	NEW Newport, WA	48.3 N	117.1 W	3-C	
116	United States of America	SJG San Juan, PR	18.1 N	66.2 W	3-C	
117	Venezuela	SDV Santo Domingo	8.9 N	70.6 W	3-C	
118	Venezuela	PCRV Puerto la Cruz	10.2 N	64.6 W	3-C	
119	Zambia	LSZ Lusaka	15.3 S	28.2 E	3-C	
120	Zimbabwe	BUL Bulawayo	to be advised	to be advised	3-C	

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Table 2-A List of radionuclide stations

	State responsible for station	*Location*	*Latitude*	*Longitude*
1	Argentina	Buenos Aires	34.0 S	58.0 W
2	Argentina	Salta	24.0 S	65.0 W
3	Argentina	Bariloche	41.1 S	71.3 W
4	Australia	Melbourne, VIC	37.5 S	144.6 E
5	Australia	Mawson, Antarctica	67.6 S	62.5 E
6	Australia	Townsville, QLD	19.2 S	146.8 E
7	Australia	Macquarie Island	54.0 S	159.0 E
8	Australia	Cocos Islands	12.0 S	97.0 E
9	Australia	Darwin, NT	12.4 S	130.7 E
10	Australia	Perth, WA	31.9 S	116.0 E
11	Brazil	Rio de Janeiro	22.5 S	43.1 W
12	Brazil	Recife	8.0 S	35.0 W
13	Cameroon	Douala	4.2 N	9.9 E
14	Canada	Vancouver, B.C.	49.3 N	123.2 W
15	Canada	Resolute, N.W.T.	74.7 N	94.9 W
16	Canada	Yellowknife, N.W.T.	62.5 N	114.5 W

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17	Canada	St. John's, N.L.	47.0 N	53.0 W
18	Chile	Punta Arenas	53.1 S	70.6 W
19	Chile	Hanga Roa, Easter Island	27.1 S	108.4 W
20	China	Beijing	39.8 N	116.2 E
21	China	Lanzhou	35.8 N	103.3 E
22	China	Guangzhou	23.0 N	113.3 E
23	Cook Islands	Rarotonga	21.2 S	159.8 W
24	Ecuador	Isla San Cristóbal, Galápagos Islands	1.0 S	89.2 W
25	Ethiopia	Filtu	5.5 N	42.7 E
26	Fiji	Nadi	18.0 S	177.5 E
27	France	Papeete, Tahiti	17.0 S	150.0 W
28	France	Pointe-à-Pitre, Guadeloupe	17.0 N	62.0 W
29	France	Réunion	21.1 S	55.6 E
30	France	Port-aux-Français, Kerguelen	49.0 S	70.0 E
31	France	Cayenne, French Guiana	5.0 N	52.0 W
32	France	Dumont d'Urville, Antarctica	66.0 S	140.0 E
33	Germany	Schauinsland/Freiburg	47.9 N	7.9 E
34	Iceland	Reykjavik	64.4 N	21.9 W
35	To be determined	to be determined	to be determined	to be determined

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Table 2-A *(radionuclide stations continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*
36	Iran (Islamic Republic of)	Tehran	35.0 N	52.0 E
37	Japan	Okinawa	26.5 N	127.9 E
38	Japan	Takasaki, Gunma	36.3 N	139.0 E
39	Kiribati	Kiritimati	2.0 N	157.0 W
40	Kuwait	Kuwait City	29.0 N	48.0 E
41	Libya	Misratah	32.5 N	15.0 E
42	Malaysia	Kuala Lumpur	2.6 N	101.5 E
43	Mauritania	Nouakchott	18.0 N	17.0 W
44	Mexico	Baja California	28.0 N	113.0 W
45	Mongolia	Ulaanbaatar	47.5 N	107.0 E
46	New Zealand	Chatham Island	44.0 S	176.5 W
47	New Zealand	Kaitaia	35.1 S	173.3 E
48	Niger	Bilma	18.0 N	13.0 E
49	Norway	Spitsbergen	78.2 N	16.4 E
50	Panama	Panama City	8.9 N	79.6 W
51	Papua New Guinea	New Hanover	3.0 S	150.0 E

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52	Philippines	Quezon City	14.5 N	121.0 E
53	Portugal	Ponta Delgada, São Miguel, Azores	37.4 N	25.4 W
54	Russian Federation	Kirov	58.6 N	49.4 E
55	Russian Federation	Norilsk	69.0 N	88.0 E
56	Russian Federation	Peleduy	59.6 N	112.6 E
57	Russian Federation	Bilibino	68.0 N	166.4 E
58	Russian Federation	Ussuriysk	43.7 N	131.9 E
59	Russian Federation	Zalesovo	53.9 N	84.8 E
60	Russian Federation	Petropavlovsk-Kamchatskiy	53.1 N	158.8 E
61	Russian Federation	Dubna	56.7 N	37.3 E
62	South Africa	Marion Island	46.5 S	37.0 E
63	Sweden	Stockholm	59.4 N	18.0 E
64	Tanzania	Dar es Salaam	6.0 S	39.0 E
65	Thailand	Bangkok	13.8 N	100.5 E
66	United Kingdom	BIOT/Chagos Archipelago	7.0 S	72.0 E
67	United Kingdom	St. Helena	16.0 S	6.0 W
68	United Kingdom	Tristan da Cunha	37.0 S	12.3 W
69	United Kingdom	Halley, Antarctica	76.0 S	28.0 W
70	United States of America	Sacramento, CA	38.7 N	121.4 W

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Table 2-A *(radionuclide stations continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*
71	United States of America	Sand Point, AK	55.0 N	160.0 W
72	United States of America	Melbourne, FL	28.3 N	80.6 W
73	United States of America	Palmer Station,	64.5 S	64.0 W
74	United States of America	Ashland, KS	37.2 N	99.8 W
75	United States of America	Charlottesville, VA	38.0 N	78.0 W
76	United States of America	Salchaket, AK	64.4 N	147.1 W
77	United States of America	Wake Island	19.3 N	166.6 E
78	United States of America	Midway Islands	28.0 N	177.0 W
79	United States of America	Oahu, HI	21.5 N	158.0 W
80	United States of America	Upi, Guam	13.7 N	144.9 E

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Table 2-B List of radionuclide laboratories

	State responsible for laboratory	*Name and place of laboratory*
1	Argentina	National Board of Nuclear Regulation Buenos Aires
2	Australia	Australian Radiation Laboratory Melbourne, VIC
3	Austria	Austrian Research Center Seibersdorf
4	Brazil	Institute of Radiation Protection and Dosimetry Rio de Janeiro
5	Canada	Health Canada Ottawa, Ont.
6	China	Beijing
7	Finland	Centre for Radiation and Nuclear Safety Helsinki
8	France	Atomic Energy Commission Montlhéry
9	Israel	Soreq Nuclear Research Centre Yavne

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Table 2-B *(radionuclide laboratories continued)*

	State responsible for laboratory	*Name and place of laboratory*
10	Italy	Laboratory of the National Agency for the Protection of the Environment Rome
11	Japan	Japan Atomic Energy Research Institute Tokai, Ibaraki
12	New Zealand	National Radiation Laboratory Christchurch
13	Russian Federation	Central Radiation Control Laboratory, Ministry of Defence Special Verification Service Moscow
14	South Africa	Atomic Energy Corporation Pelindaba
15	United Kingdom	AWE Blacknest Chilton
16	United States of America	McClellan Central Laboratories Sacramento, CA

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Table 3 List of hydroacoustic stations

	State responsible for station	*Location*	*Latitude*	*Longitude*	*Type*
1	Australia	Cape Leeuwin, WA	34.4 S	115.1 E	Hydrophone
2	Canada	Queen Charlotte Islands, B.C.	53.3 N	132.5 W	T-phase
3	Chile	Juan Fernández Island	33.7 S	78.8 W	Hydrophone
4	France	Crozet Islands	46.5 S	52.2 E	Hydrophone
5	France	Guadeloupe	16.3 N	61.1 W	T-phase
6	Mexico	Clarión Island	18.2 N	114.6 W	T-phase
7	Portugal	Flores	39.3 N	31.3 W	T-phase
8	United Kingdom	BIOT/Chagos Archipelago	7.3 S	72.4 E	Hydrophone
9	United Kingdom	Tristan da Cunha	37.2 S	12.5 W	T-phase
10	United States of America	Ascension	8.0 S	14.4 W	Hydrophone
11	United States of America	Wake Island	19.3 N	166.6 E	Hydrophone

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Table 4 List of infrasound stations

	State responsible for station	*Location*	*Latitude*	*Longitude*
1	Argentina	Paso Flores	40.7 S	70.6 W
2	Argentina	Ushuaia	55.0 S	68.0 W
3	Australia	Davis Base, Antarctica	68.4 S	77.6 E
4	Australia	Narrogin, WA	32.9 S	117.2 E
5	Australia	Hobart, TAS	42.1 S	147.2 E
6	Australia	Cocos Islands	12.3 S	97.0 E
7	Australia	Warramunga, NT	19.9 S	134.3 E
8	Bolivia	La Paz	16.3 S	68.1 W
9	Brazil	Brasilia	15.6 S	48.0 W
10	Canada	Lac du Bonnet, Man.	50.2 N	95.9 W
11	Cape Verde	Cape Verde Islands	16.0 N	24.0 W
12	Central African Republic	Bangui	5.2 N	18.4 E
13	Chile	Easter Island	27.0 S	109.2 W
14	Chile	Juan Fernández Island	33.8 S	80.7 W
15	China	Beijing	40.0 N	116.0 E
16	China	Kunming	25.0 N	102.8 E

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17	Côte d'Ivoire	Dimbokro	6.7 N	4.9 W
18	Denmark	Dundas, Greenland	76.5 N	68.7 W
19	Djibouti	Djibouti	11.3 N	43.5 E
20	Ecuador	Galápagos Islands	0.0 N	91.7 W
21	France	Marquesas Islands	10.0 S	140.0 W
22	France	Port LaGuerre, New Caledonia	22.1 S	166.3 E
23	France	Kerguelen	49.2 S	69.1 E
24	France	Tahiti	17.6 S	149.6 W
25	France	Kourou, French Guiana	5.2 N	52.7 W
26	Germany	Freyung	48.9 N	13.7 E
27	Germany	Georg von Neumayer, Antarctica	70.6 S	8.4 W
28	To be determined	To be determined	To be determined	To be determined
29	Iran (Islamic Republic of)	Tehran	35.7 N	51.4 E
30	Japan	Tsukuba	36.0 N	140.1 E
31	Kazakstan	Aktyubinsk	50.4 N	58.0 E
32	Kenya	Kilimanbogo	1.3 S	36.8 E
33	Madagascar	Antananarivo	18.8 S	47.5 E
34	Mongolia	Javhlant	48.0 N	106.8 E

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Table 4 *(infrasound stations continued)*

	State responsible for station	*Location*	*Latitude*	*Longitude*
35	Namibia	Tsumeb	19.1 S	17.4 E
36	New Zealand	Chatham Island	44.0 S	176.5 W
37	Norway	Karasjok	69.5 N	25.5 E
38	Pakistan	Rahimyar Khan	28.2 N	70.3 E
39	Palau	Palau	7.5 N	134.5 E
40	Papua New Guinea	Rabaul	4.1 S	152.1 E
41	Paraguay	Villa Florida	26.3 S	57.3 W
42	Portugal	Azores	37.8 N	25.5 W
43	Russian Federation	Dubna	56.7 N	37.3 E
44	Russian Federation	Petropavlovsk-Kamchatskiy	53.1 N	158.8 E
45	Russian Federation	Ussuriysk	43.7 N	131.9 E
46	Russian Federation	Zalesovo	53.9 N	84.8 E
47	South Africa	Boshof	28.6 S	25.4 E
48	Tunisia	Thala	35.6 N	8.7 E
49	United Kingdom	Tristan da Cunha	37.0 S	12.3 W
50	United Kingdom	Ascension	8.0 S	14.3 W

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51	United Kingdom	Bermuda	32.0 N	64.5 W
52	United Kingdom	BIOT/Chagos Archipelago	5.0 S	72.0 E
53	United States of America	Eielson, AK	64.8 N	146.9 W
54	United States of America	Siple Station, Antarctica	75.5 S	83.6 W
55	United States of America	Windless Bight, Antarctica	77.5 S	161.8 E
56	United States of America	Newport, WA	48.3 N	117.1 W
57	United States of America	Piñon Flat, CA	33.6 N	116.5 W
58	United States of America	Midway Islands	28.1 N	177.2 W
59	United States of America	Hawaii, HI	19.6 N	155.3 W
60	United States of America	Wake Island	19.3 N	166.6 E

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Annex 2 to the Protocol

List of characterization parameters for International Data Centre standard event screening

1. The International Data Centre standard event screening criteria shall be based on the standard event characterization parameters determined during the combined processing of data from all the monitoring technologies in the International Monitoring System. Standard event screening shall make use of both global and supplementary screening criteria to take account of regional variations where applicable.

2. For events detected by the International Monitoring System seismic component, the following parameters, *inter alia*, may be used:

location of the event;

depth of the event;

ratio of the magnitude of surface waves to body waves;

signal frequency content;

spectral ratios of phases;

spectral scalloping;

first motion of the P-wave;

focal mechanism;

relative excitation of seismic phases;

comparative measures to other events and groups of events; and

regional discriminants where applicable.

3. For events detected by the International Monitoring System hydroacoustic component, the following parameters, *inter alia*, may be used:

signal frequency content including corner frequency, wide-band energy, and mean centre frequency and bandwidth;

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frequency-dependent duration of signals;

spectral ratio; and

indications of bubble-pulse signals and bubble-pulse delay.

4. For events detected by the International Monitoring System infrasound component, the following parameters, *inter alia*, may be used:

signal frequency content and dispersion;

signal duration; and

peak amplitude.

5. For events detected by the International Monitoring System radionuclide component, the following parameters, *inter alia*, may be used:

concentration of background natural and man-made radionuclides;

concentration of specific fission and activation products outside normal observations; and

ratios of one specific fission and activation product to another.

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RESOLUTION ESTABLISHING THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION

Adopted on 19 November 1996

(New York, 19 November 1996) (CTBT/MSS/RES/1)
Original: English

The States Signatories of the Comprehensive Nuclear-Test-Ban Treaty, adopted by the General Assembly at New York on 10 September 1996,

Having decided to take all necessary measures to ensure the rapid and effective establishment of the future Comprehensive Nuclear-Test-Ban Treaty Organization,

Having decided to this end to establish a Preparatory Commission,

1. *Approve* the Text on the Establishment of a Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization, as annexed to the present resolution;

2. *Request* the Secretary-General of the United Nations, in accordance with General Assembly resolution 50/245, of 10 September 1996, on the Comprehensive Nuclear-Test-Ban Treaty, to provide the services required to initiate the work of the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization, including the Meeting of States Signatories and the first session of the Preparatory Commission.

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CTBT/MSS/RES/1

Annex

Text on the Establishment of a Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization

1. There is hereby established the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as "the Commission") for the purpose of carrying out the necessary preparations for the effective implementation of the Comprehensive Nuclear-Test-Ban Treaty, and for preparing for the first session of the Conference of the States Parties to that Treaty.

2. The Secretary-General of the United Nations shall convene the Commission for its first session as soon as possible, but not later than 60 days after the Treaty has been signed by 50 States.

3. The seat of the Commission shall be at the seat of the future Comprehensive Nuclear-Test-Ban Treaty Organization.

4. The Commission shall be composed of all States which sign the Treaty. Each State Signatory shall have one representative in the Commission, who may be accompanied by alternates and advisers.

5. *(a)* The costs of the Commission and its activities, including those of the provisional Technical Secretariat, shall be met annually by all States Signatories, in accordance with the United Nations scale of assessment adjusted to take into account differences between the United Nations membership and States Signatories and timing of signature. The Commission and the provisional Technical Secretariat may also benefit from voluntary contributions;

(b) A State Signatory which has not discharged in full its financial obligations to the Commission within 365 days of receipt of the request for payment shall have no vote in the Commission, until such payment is received. The Commis-

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sion may, nevertheless, permit such a member to vote if it is satisfied that the failure to pay is due to conditions beyond the control of the member;

(c) The Commission shall, between the time the Treaty is opened for signature and the conclusion of the initial session of the Conference of the States Parties, use funds provided by the States Signatories to meet the necessary costs arising from its functions and purposes, including the capital investments and operating and maintenance costs to establish and, pending their formal commissioning, to operate provisionally as necessary the International Data Centre and the International Monitoring System networks provided for in the Treaty. The funding by the Commission shall be regulated in accordance with the provisions of the Comprehensive Nuclear-Test-Ban Treaty, adjusted to take into account the organizational differences between the Comprehensive Nuclear-Test-Ban Treaty Organization and the Commission. The Preparatory Commission shall develop the funding procedures in cases not covered by the Treaty.

6. All decisions of the Commission should be taken by consensus. If, notwithstanding the efforts of representatives to achieve consensus, an issue comes up for voting, the Chairman of the Commission shall defer the vote for 24 hours and during this period of deferment shall make every effort to facilitate achievement of consensus, and shall report to the Commission before the end of the period. If consensus is not possible at the end of 24 hours, the Commission shall take decisions on questions of procedure by a simple majority of the members present and voting. Decisions on matters of substance shall be taken by a two-thirds majority of the members present and voting. When the issue arises as to whether the question is one of substance or not, that question shall be treated as a matter of substance unless otherwise decided by the Commission by the majority required for decisions on matters of substance.

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7. The Commission shall have standing as an international organization, authority to negotiate and enter into agreements, and such other legal capacity as necessary for the exercise of its functions and the fulfilment of its purposes.

8. The Commission shall:

(a) Elect its Chairman and other officers, adopt its rules of procedure, meet as often as necessary and establish such committees as it deems useful;

(b) Appoint its Executive Secretary;

(c) Establish a provisional Technical Secretariat to assist the Commission in its activity and to exercise such functions as the Commission may determine, and appoint the necessary staff in accordance with the principles established for the staff of the Technical Secretariat pursuant to article II, paragraph 50, of the Treaty. Only nationals of States Signatories shall be appointed to the provisional Technical Secretariat;

(d) Establish administrative and financial regulations in respect of its own expenditure and accounts, providing for, *inter alia*:

(i) Proper financial control and accounting by the Commission;
(ii) Preparation and approval of periodic financial statements by the Commission;
(iii) Independent audit of the Commission's financial statements;
(iv) Annual presentation of the audited financial statements to a regular session of the plenary of the States Signatories for formal acceptance.

9. The Commission shall make arrangements for the initial session of the Conference of the States Parties, including the preparation of a draft agenda and draft rules of procedure.

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10. The Commission shall undertake, *inter alia*, the following tasks concerning the organization and work of the Technical Secretariat and requiring immediate attention after the entry into force of the Treaty:

(a) Elaboration of a detailed staffing pattern of the Technical Secretariat, including delegation of authority and the process of decision-making;

(b) Assessments of personnel requirements;

(c) Development of staff rules for recruitment and service conditions;

(d) Recruitment and training of technical personnel and support staff;

(e) Organization of office and administrative services.

11. The Commission shall undertake, *inter alia*, the following tasks on matters of the Organization requiring immediate attention after the entry into force of the Treaty:

(a) Preparation of programme of work and budget of the first year of activities of the Organization;

(b) Preparation of detailed budgetary provisions for the Organization;

(c) Preparation of the scale of financial contributions to the Organization;

(d) Preparation of administrative and financial regulations for the Organization providing for, *inter alia*:

(i) Proper financial control and accounting by the Organization;

(ii) Preparation and approval of periodic financial statements by the Organization;

(iii) Independent audit of the Organization's financial statements;

(iv) Annual presentation of the audited financial statements to a regular session of the Conference of the States Parties for formal acceptance;

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(e) Development of arrangements to facilitate the designation and election in accordance with article II, paragraph 29 of the Treaty for the first election of the Executive Council.

12. The Commission shall develop, *inter alia*, the following draft agreements, arrangements and guidelines for approval by the Conference of the States Parties in accordance with the Treaty and Protocol:

(a) Standard model agreements or arrangements, where relevant, to be concluded by the future Organization with States Parties, other States and international organizations;

(b) Agreements or arrangements negotiated in accordance with the above models by the provisional Technical Secretariat with relevant States, in particular with those prospectively hosting or otherwise taking responsibility for International Monitoring System facilities;

(c) The Headquarters Agreement with the Host Country pursuant to article II, paragraph 56, of the Treaty.

13. The Commission shall undertake all necessary preparations to ensure the operationalization of the Treaty's verification regime at entry into force, pursuant to article IV, paragraph 1, and shall develop appropriate procedures for its operation, presenting a report on the operational readiness of the regime, together with any relevant recommendations, to the initial session of the Conference of the States Parties.

14. The Commission shall supervise and coordinate, in fulfilling the requirements of the Treaty and its Protocol, the development, preparation, technical testing and, pending their formal commissioning, provisional operation as necessary of the International Data Centre and the International Monitoring System, together with assuring appropriate support of the System by certified laboratory facilities and by respective means of communication. *Inter alia*, the Commission shall:

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(a) At its second plenary session, taking into consideration all relevant reports, including those prepared in the course of the CTBT negotiation and by the Conference on Disarmament's Group of Scientific Experts:

(i) Establish an initial plan for the progressive commissioning of the International Data Centre and the International Monitoring System, and for the implementation of related responsibilities;

(ii) Assume responsibility for relevant technical tests, including the work begun under the Group of Scientific Experts' Technical Test 3, and for the development and management of any arrangements required to provide an uninterrupted transition from such technical tests to the future International Monitoring System;

(iii) Constitute appropriate structures for the regular provision to the Commission of expert and integrated technical advice on monitoring, data communications and analysis issues, and for technical supervision of International Monitoring System and International Data Centre implementation;

(b) Develop in accordance with the Treaty and Protocol, and prepare for adoption by the initial session of the Conference of the States Parties, operational manuals for:

(i) Seismological Monitoring;
(ii) Radionuclide Monitoring;
(iii) Hydroacoustic Monitoring;
(iv) Infrasound Monitoring; and
(v) The International Data Centre.

15. The Commission shall make all necessary preparations, in fulfilling the requirements of the Treaty and its Protocol,

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for the support of on-site inspections from the entry into force of the Treaty. It shall, *inter alia*:

(a) Develop and prepare for the approval of the initial session of the Conference of the States Parties:

(i) An operational manual containing all appropriate legal, technical and administrative procedures; and

(ii) A list of equipment for use during on-site inspections;

(b) Develop a programme for the training of inspectors; and

(c) Acquire or otherwise make provision for the availability of relevant inspection equipment, including communications equipment, and conduct technical tests of such equipment as necessary.

16. The Commission shall develop guidelines and reporting formats for the implementation of confidence-building measures.

17. An indicative list of verification tasks to be carried out by the Preparatory Commission, as specified in paragraphs 12 to 16, is attached as the appendix to the present text.

18. The Commission shall:

(a) Facilitate the exchange of information between States Signatories concerning legal and administrative measures for the implementation of the Treaty and, if requested by States Signatories, give advice and assistance to them on these matters;

(b) Follow the ratification process and, if requested by States Signatories, provide them with legal and technical information and advice about the Treaty in order to facilitate its ratification process; and

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(c) Prepare such studies, reports and records as it deems necessary.

19. The Commission shall prepare a final report on all matters within its mandate for the first session of the Conference of the States Parties.

20. Rights and assets, financial and other obligations and functions of the Commission shall be transferred to the Organization at the first session of the Conference of the States Parties. The Commission shall make recommendations to the Conference of the States Parties on this matter, including on effecting a smooth transition.

21. The Commission shall remain in existence until the conclusion of the first session of the Conference of the States Parties.

22. The Commission as an international organization, its staff, as well as the delegates of the States Signatories shall be accorded by the Host Country such legal status, privileges and immunities as are necessary for the independent exercise of their functions in connection with the Commission and the fulfilment of its object and purpose.

Appendix

Indicative list of verification tasks of the Preparatory Commission

The following indicative list is illustrative of the verification-related tasks the Preparatory Commission might need to undertake in implementing the relevant provisions of the Treaty and of the resolution establishing the Commission.

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Preparatory Commission Text paragraph 12:
Draft agreements, arrangements and guidelines

In addition to those items mentioned in the illustrative and explicitly non-exhaustive listing contained in paragraph 12, the following tasks might also be necessary:

Procedures for the conduct of consultation and clarification including for use of data from cooperating national facilities if agreed (article IV, paragraphs 27 and 28, and paragraphs 29 to 33, of the Treaty);

Procedures for the Technical Secretariat's monitoring, assessment and reporting on the overall performance of the IMS and the IDC (article IV, paragraph 14*(l)*, of the Treaty);

Guidelines for CTBT Organization funding of IMS and OSI activities, including for funding of IMS operational and maintenance costs, and for recognition of credit against assessed contributions if agreed (article IV, paragraphs 19 to 22, of the Treaty);

Confidentiality procedures (article II, paragraph 7 and article IV, paragraph 8, of the Treaty).

For those items already specifically listed under paragraph 12, it is envisaged that verification agreements or arrangements (either generic model agreements or arrangements, or the draft agreements or arrangements negotiated with States in accordance with these models) would include, pursuant to part I, section A, of the Protocol to the Treaty:

Procedures for specifying a particular State's acceptance pursuant to the CTBT of responsibility for particular monitoring facilities;

Responsibilities for operation, maintenance and upgrading in accordance with the Operational Manuals;

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Procedures to be followed in establishment of new or upgrading of existing facilities, or for more substantive changes to IMS facilities;

Procedures for temporary arrangements which might apply (article IV, paragraph 26 of the Treaty);

Provisions for funding IMS activities and data transmission (article IV, paragraph 22, of the Treaty);

Assistance to the Organization in inspecting an area beyond the jurisdiction or control of any State (part II, paragraph 107, of the Protocol to the Treaty); or

Availability of OSI equipment from a State Party, and for the maintenance and calibration of such equipment (part II, paragraph 40, of the Protocol to the Treaty).

Preparatory Commission Text paragraph 13:
Preparatory Commission verification regime responsibilities

The report referred to in this paragraph reflects a negotiating understanding that the task of compiling such a report – implicit in article II, paragraph 26*(h)*, of the Treaty – would be explicitly mentioned in the resolution establishing the Preparatory Commission. The report and associated recommendations from the Commission will be essential prerequisites for the initial Conference of States Parties to take the steps necessary to formalize the establishment of the IMS and other elements of the Treaty's verification regime. The Preparatory Commission would as a consequence need, *inter alia*, to:

Develop recommendations for any changes to the IMS facility lists which experience during the Preparatory Commission may dictate be put to the initial Conference of the States Parties; and

Agree on related recommendations, including where relevant recommendations relating to the deployment of particular technologies and aspects thereof such as noble gas (part I, paragraph 10, of the Protocol to the Treaty).

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Preparatory Commission Text paragraph 14:
Preparatory Commission IMS preparation responsibilities

This chapeau includes, *inter alia*, references to the responsibility of the Preparatory Commission for families of tasks related to:

The establishment of international communications channels for the transmission and receipt of IMS data and reporting products (article IV, paragraph 14*(a)*, of the Treaty); and

Developing procedures and a formal basis for the provisional operation and funding of the provisional IMS.

Preparatory Commission Text paragraph 14(b)*:*
development of Operational Manuals

Drafts of all Operational Manuals, approved by the Preparatory Commission, are required to be adopted by the initial Conference of the States Parties (article II, paragraph 26*(h)*, of the Treaty). The compilation of the Operational Manual for each monitoring technology will require the Preparatory Commission to develop, spell out and approve all necessary technical and operational detail required to ensure the effective operation of the International Monitoring System, *inter alia*:

The technical specifications and operational requirements for the relevant facilities in each global monitoring network (part I, paragraphs 2, 7, 8, 10, 11, 13 and 15, of the Protocol to the Treaty);

Procedures for the provision of data to the IDC, including transmission formats and modalities (part I, paragraphs 6, 8, 9, 12 and 14 of the Protocol to the Treaty);

Procedures for facility security and for data authentication (part I, paragraph 4, of the Protocol to the Treaty);

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Procedures for checking of monitoring facility equipment and communications links by the Technical Secretariat, and for facility certification (including for cooperating national facilities and for their designation as such) (article IV, paragraphs 27 and 28, of the Treaty and part I, paragraph 4, of the Protocol to the Treaty).

Preparatory Commission Text paragraph 14(b)(ii)*: Operational Manual for Radionuclide Monitoring*

In addition to the generic points listed above, the Operational Manual for Radionuclide Monitoring will require the Preparatory Commission to develop:

Procedures for the processing and handling of samples of associated data flowing from monitoring facilities (part I, paragraph 11, of the Protocol to the Treaty);

Specifications and procedures for the certification and ongoing calibration of laboratories used by the CTBTO in support of the radionuclide monitoring network (part I, paragraph 11, of the Protocol to the Treaty);

Special procedures for the transmission of samples to certified laboratories, for additional analysis, and for their storage or archiving as appropriate (part I, paragraph 11, of the Protocol to the Treaty);

Procedures for the integration of relevant meteorological data if appropriate (part I, paragraph 9, of the Protocol to the Treaty); and

Guidelines for the striking of contracts with specific certified laboratories to provide for fee-for-service analysis of samples (part I, paragraph 11, of the Protocol to the Treaty).

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Preparatory Commission Text paragraph 14(b)(iii)*: Operational Manual for Hydroacoustic Monitoring*

In addition to generic points listed above, in order to prepare the Operational Manual for Hydroacoustic Monitoring, the Preparatory Commission will need to:

Develop the different technical specifications and operational requirements for the two different types of facilities envisaged (hydrophone stations and T-phase stations) (part I, paragraph 13 of the Protocol to the Treaty);

Develop procedures for the storage or archiving IMS data at the monitoring station if so decided.

Preparatory Commission Text paragraph 14(b)(v)*: Operational Manual for the International Data Centre*

In developing the Operational Manual for the International Data Centre and producing its content, the Preparatory Commission will need to:

Develop the procedures to be used by the IDC in receiving, collecting, processing, analysing, reporting on and archiving data from the IMS, and for carrying out its agreed functions, in particular for the production of standard reporting products and for the performance of the standard range of services to be offered to States Parties (part I, paragraphs 16 and 17, of the Protocol to the Treaty and *passim*);

In this context, it will need to give special attention to developing:

Agreed standard event screening criteria and related operational procedures and formats in accordance with Protocol provisions (part I, paragraphs 17 and 18*(b)* of, and annex 2 to the Protocol to the Treaty);

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Agreed formats and procedures for assisting States Parties with expert technical analysis (part I, paragraph 20*(c)*, of the Protocol to the Treaty);

Specification of the volumes and formats of data services to be provided by the IDC to States Parties at no cost (part I, paragraph 20, of the Protocol to the Treaty), and procedures for the recovery of costs from States Parties requesting products or services in excess of these specifications;

Guidelines for the establishment of national event screening procedures (part I, paragraph 21, of the Protocol to the Treaty);

Procedures for the provision of technical assistance to individual States Parties (part I, paragraph 22, of the Protocol to the Treaty); and

Procedures for monitoring and reporting on the operational status of the International Monitoring System (part I, paragraph 23, of the Protocol to the Treaty).

Preparatory Commission Text paragraph 15: On-Site Inspection

The Treaty and Protocol text are separately explicit that the Operational Manual for OSI and the list of approved inspection equipment must be approved by the Conference of the States Parties at its initial session (part II, paragraph 13, of the Protocol to the Treaty, article II, paragraph 26*(h)*, of the Treaty and part II, paragraph 36, of the Protocol to the Treaty).

In order to compile the Operational Manual for OSI, the Preparatory Commission will in all likelihood need to develop or consider, *inter alia*:

Procedures and formats for the nomination and designation of inspectors and inspection assistants (part II, paragraphs 14 to 25, of the Protocol to the Treaty);

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Procedures for the training and qualification of inspectors;

Procedures and formats for designating, recording and consulting on points of entry (part II, paragraphs 32 to 34, of the Protocol to the Treaty);

Procedures for use of non-scheduled aircraft and agreement on routings (part II, paragraph 35, of the Protocol to the Treaty);

A list of core and auxiliary inspection equipment and detailed specifications therefor; procedures for documentation, and sealing to authenticate certification of inspection equipment; and procedures to calibrate, maintain, protect and retain custody over the approved inspection equipment (part II, paragraphs 36 to 40, of the Protocol to the Treaty);

Formats and communications procedures for OSI requests, mandates and notifications, and procedures for drawing up the inspection mandate (part II, paragraphs 35 and 41 to 43, of the Protocol to the Treaty);

Procedures for the reimbursement of inspected State Party costs associated with OSI (including for the itemization of expenses and of payments) and for other administrative arrangements (part II, paragraphs 11 to 13, of the Protocol to the Treaty);

Procedures for the checking, and if necessary, storing of inspection equipment at point of entry (part II, paragraph 51, of the Protocol to the Treaty);

Procedures covering OSI team safety and health, and confidentiality issues (part II, paragraph 60*(h)*, of the Protocol to the Treaty);

Procedures related to the implementation of the inspected States Parties' rights during the OSI (part II, paragraph 61, of the Protocol to the Treaty);

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Procedures for communications by the inspection team, including for the due approval and certification of communications equipment (part II, paragraph 62, of the Protocol to the Treaty);

Procedures for participation of observers (nominations, acceptance, non-acceptance, and notifications) (article IV, paragraph 61, of the Treaty and part II, paragraphs 63 to 68, of the Protocol to the Treaty);

Procedures for implementation of inspection activities and techniques in the conduct of an OSI (part II, paragraphs 69 and 70, of the Protocol to the Treaty);

Procedures for overflights and the use of inspection equipment during overflights (part II, paragraphs 71 to 85, of the Protocol to the Treaty);

Procedures for the collection, handling and analysis of samples as per the requirements of the Treaty, including relevant scientific criteria and guidelines (part I, paragraphs 97 to 104, of the Protocol to the Treaty);

Procedures for the certification of laboratories designated to perform different types of OSI-related analysis (part II, paragraph 102, of the Protocol to the Treaty);

Procedures for inspection of areas beyond the jurisdiction or control of any State (part II, paragraphs 105 to 108, of the Protocol to the Treaty); and

Formats for OSI team's preliminary findings report (part II, paragraph 109, of the Protocol to the Treaty) and formats and procedures for handling the inspection report (article IV, paragraphs 62 to 64, of the Treaty);

Procedures for storing and handling the OSI data and samples after the completion of the inspection.

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BY THE

PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

ADDITION OF THE TREATY ON THE PROHIBITION OF NUCLEAR WEAPONS AS A SCHEDULE TO THE NON-PROLIFERATION OF WEAPONS OF MASS DESTRUCTION ACT, 1993 (ACT NO. 87 OF 1993)

By virtue of the powers vested in me in terms of section 27 of the Non-Proliferation of Weapons of Mass Destruction Act, 1993 (Act No. 87 of 1993) (the Act), I hereby add the Treaty on the Prohibition of Nuclear Weapons as a Schedule to the Act.

Given under my Hand and the Seal of the Republic of South Africa at ...Pretoria..... this .....12....day of ...June.....Two Thousand and Twenty Six.

PRESIDENT

MINISTER OF THE CABINET

TREATY ON THE PROHIBITION OF NUCLEAR WEAPONS

UNITED NATIONS
2017

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TREATY ON THE PROHIBITION OF NUCLEAR WEAPONS

The States Parties to this Treaty,

Determined to contribute to the realization of the purposes and principles of the Charter of the United Nations,

Deeply concerned about the catastrophic humanitarian consequences that would result from any use of nuclear weapons, and recognizing the consequent need to completely eliminate such weapons, which remains the only way to guarantee that nuclear weapons are never used again under any circumstances,

Mindful of the risks posed by the continued existence of nuclear weapons, including from any nuclear-weapon detonation by accident, miscalculation or design, and emphasizing that these risks concern the security of all humanity, and that all States share the responsibility to prevent any use of nuclear weapons,

Cognizant that the catastrophic consequences of nuclear weapons cannot be adequately addressed, transcend national borders, pose grave implications for human survival, the environment, socioeconomic development, the global economy, food security and the health of current and future generations, and have a disproportionate impact on women and girls, including as a result of ionizing radiation,

Acknowledging the ethical imperatives for nuclear disarmament and the urgency of achieving and maintaining a nuclear-weapon-free world, which is a global public good of the highest order, serving both national and collective security interests,

Mindful of the unacceptable suffering of and harm caused to the victims of the use of nuclear weapons (hibakusha), as well as of those affected by the testing of nuclear weapons,

Recognizing the disproportionate impact of nuclear-weapon activities on indigenous peoples,

Reaffirming the need for all States at all times to comply with applicable international law, including international humanitarian law and international human rights law,

Basing themselves on the principles and rules of international humanitarian law, in particular the principle that the right of parties to an armed conflict to choose methods or means of warfare is not unlimited, the rule of distinction, the prohibition against indiscriminate attacks, the rules on proportionality and precautions in attack, the prohibition on the use of weapons of a nature to cause superfluous injury or unnecessary suffering, and the rules for the protection of the natural environment,

Considering that any use of nuclear weapons would be contrary to the rules of international law applicable in armed conflict, in particular the principles and rules of international humanitarian law,

Reaffirming that any use of nuclear weapons would also be abhorrent to the principles of humanity and the dictates of public conscience,

Recalling that, in accordance with the Charter of the United Nations, States must refrain in their international relations from the threat or use of force against the territorial integrity or political independence of any State, or in any other manner inconsistent with the Purposes of the United Nations, and that the establishment and maintenance of international peace and security are to be promoted with the least diversion for armaments of the world's human and economic resources,

Recalling also the first resolution of the General Assembly of the United Nations, adopted on 24 January 1946, and subsequent resolutions which call for the elimination of nuclear weapons,

Concerned by the slow pace of nuclear disarmament, the continued reliance on nuclear weapons in military and security concepts, doctrines and policies, and the waste of economic and human resources on programmes for the production, maintenance and modernization of nuclear weapons,

Recognizing that a legally binding prohibition of nuclear weapons constitutes an important contribution towards the achievement and maintenance of a world free of nuclear weapons, including the irreversible, verifiable and transparent elimination of nuclear weapons, and determined to act towards that end,

Determined to act with a view to achieving effective progress towards general and complete disarmament under strict and effective international control,

Reaffirming that there exists an obligation to pursue in good faith and bring to a conclusion negotiations leading to nuclear disarmament in all its aspects under strict and effective international control,

Reaffirming also that the full and effective implementation of the Treaty on the Non-Proliferation of Nuclear Weapons, which serves as the cornerstone of the nuclear disarmament and non-proliferation regime, has a vital role to play in promoting international peace and security,

Recognizing the vital importance of the Comprehensive Nuclear-Test-Ban Treaty and its verification regime as a core element of the nuclear disarmament and non-proliferation regime,

Reaffirming the conviction that the establishment of the internationally recognized nuclear-weapon-free zones on the basis of arrangements freely arrived at among the States of the region concerned enhances global and regional peace and security, strengthens the nuclear non-proliferation regime and contributes towards realizing the objective of nuclear disarmament,

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Emphasizing that nothing in this Treaty shall be interpreted as affecting the inalienable right of its States Parties to develop research, production and use of nuclear energy for peaceful purposes without discrimination,

Recognizing that the equal, full and effective participation of both women and men is an essential factor for the promotion and attainment of sustainable peace and security, and committed to supporting and strengthening the effective participation of women in nuclear disarmament,

Recognizing also the importance of peace and disarmament education in all its aspects and of raising awareness of the risks and consequences of nuclear weapons for current and future generations, and committed to the dissemination of the principles and norms of this Treaty,

Stressing the role of public conscience in the furthering of the principles of humanity as evidenced by the call for the total elimination of nuclear weapons, and recognizing the efforts to that end undertaken by the United Nations, the International Red Cross and Red Crescent Movement, other international and regional organizations, non-governmental organizations, religious leaders, parliamentarians, academics and the hibakusha,

Have agreed as follows:

Article 1
Prohibitions

1. Each State Party undertakes never under any circumstances to:

(a) Develop, test, produce, manufacture, otherwise acquire, possess or stockpile nuclear weapons or other nuclear explosive devices;

(b) Transfer to any recipient whatsoever nuclear weapons or other nuclear explosive devices or control over such weapons or explosive devices directly or indirectly;

(c) Receive the transfer of or control over nuclear weapons or other nuclear explosive devices directly or indirectly;

(d) Use or threaten to use nuclear weapons or other nuclear explosive devices;

(e) Assist, encourage or induce, in any way, anyone to engage in any activity prohibited to a State Party under this Treaty;

(f) Seek or receive any assistance, in any way, from anyone to engage in any activity prohibited to a State Party under this Treaty;

(g) Allow any stationing, installation or deployment of any nuclear weapons or other nuclear explosive devices in its territory or at any place under its jurisdiction or control.

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Article 2
Declarations

1. Each State Party shall submit to the Secretary-General of the United Nations, not later than 30 days after this Treaty enters into force for that State Party, a declaration in which it shall:

(a) Declare whether it owned, possessed or controlled nuclear weapons or nuclear explosive devices and eliminated its nuclear-weapon programme, including the elimination or irreversible conversion of all nuclear-weapons-related facilities, prior to the entry into force of this Treaty for that State Party;

(b) Notwithstanding Article 1 (a), declare whether it owns, possesses or controls any nuclear weapons or other nuclear explosive devices;

(c) Notwithstanding Article 1 (g), declare whether there are any nuclear weapons or other nuclear explosive devices in its territory or in any place under its jurisdiction or control that are owned, possessed or controlled by another State.

2. The Secretary-General of the United Nations shall transmit all such declarations received to the States Parties.

Article 3
Safeguards

1. Each State Party to which Article 4, paragraph 1 or 2, does not apply shall, at a minimum, maintain its International Atomic Energy Agency safeguards obligations in force at the time of entry into force of this Treaty, without prejudice to any additional relevant instruments that it may adopt in the future.

2. Each State Party to which Article 4, paragraph 1 or 2, does not apply that has not yet done so shall conclude with the International Atomic Energy Agency and bring into force a comprehensive safeguards agreement (INFCIRC/153 (Corrected)). Negotiation of such agreement shall commence within 180 days from the entry into force of this Treaty for that State Party. The agreement shall enter into force no later than 18 months from the entry into force of this Treaty for that State Party. Each State Party shall thereafter maintain such obligations, without prejudice to any additional relevant instruments that it may adopt in the future.

Article 4
Towards the total elimination of nuclear weapons

1. Each State Party that after 7 July 2017 owned, possessed or controlled nuclear weapons or other nuclear explosive devices and eliminated its nuclear-weapon programme, including the elimination or irreversible conversion of all nuclear-weapons-related facilities, prior to the entry into force of this Treaty for it, shall cooperate with the competent international authority designated pursuant to

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paragraph 6 of this Article for the purpose of verifying the irreversible elimination of its nuclear-weapon programme. The competent international authority shall report to the States Parties. Such a State Party shall conclude a safeguards agreement with the International Atomic Energy Agency sufficient to provide credible assurance of the non-diversion of declared nuclear material from peaceful nuclear activities and of the absence of undeclared nuclear material or activities in that State Party as a whole. Negotiation of such agreement shall commence within 180 days from the entry into force of this Treaty for that State Party. The agreement shall enter into force no later than 18 months from the entry into force of this Treaty for that State Party. That State Party shall thereafter, at a minimum, maintain these safeguards obligations, without prejudice to any additional relevant instruments that it may adopt in the future.

2. Notwithstanding Article 1 (a), each State Party that owns, possesses or controls nuclear weapons or other nuclear explosive devices shall immediately remove them from operational status, and destroy them as soon as possible but not later than a deadline to be determined by the first meeting of States Parties, in accordance with a legally binding, time-bound plan for the verified and irreversible elimination of that State Party's nuclear-weapon programme, including the elimination or irreversible conversion of all nuclear-weapons-related facilities. The State Party, no later than 60 days after the entry into force of this Treaty for that State Party, shall submit this plan to the States Parties or to a competent international authority designated by the States Parties. The plan shall then be negotiated with the competent international authority, which shall submit it to the subsequent meeting of States Parties or review conference, whichever comes first, for approval in accordance with its rules of procedure.

3. A State Party to which paragraph 2 above applies shall conclude a safeguards agreement with the International Atomic Energy Agency sufficient to provide credible assurance of the non-diversion of declared nuclear material from peaceful nuclear activities and of the absence of undeclared nuclear material or activities in the State as a whole. Negotiation of such agreement shall commence no later than the date upon which implementation of the plan referred to in paragraph 2 is completed. The agreement shall enter into force no later than 18 months after the date of initiation of negotiations. That State Party shall thereafter, at a minimum, maintain these safeguards obligations, without prejudice to any additional relevant instruments that it may adopt in the future. Following the entry into force of the agreement referred to in this paragraph, the State Party shall submit to the Secretary-General of the United Nations a final declaration that it has fulfilled its obligations under this Article.

4. Notwithstanding Article 1 (b) and (g), each State Party that has any nuclear weapons or other nuclear explosive devices in its territory or in any place under its jurisdiction or control that are owned, possessed or controlled by another State shall ensure the prompt removal of such weapons, as soon as possible but not later than a deadline to be determined by the first meeting of States Parties. Upon the removal of such weapons or other explosive devices, that State Party shall submit to the

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Secretary-General of the United Nations a declaration that it has fulfilled its obligations under this Article.

5. Each State Party to which this Article applies shall submit a report to each meeting of States Parties and each review conference on the progress made towards the implementation of its obligations under this Article, until such time as they are fulfilled.

6. The States Parties shall designate a competent international authority or authorities to negotiate and verify the irreversible elimination of nuclear-weapons programmes, including the elimination or irreversible conversion of all nuclear-weapons-related facilities in accordance with paragraphs 1, 2 and 3 of this Article. In the event that such a designation has not been made prior to the entry into force of this Treaty for a State Party to which paragraph 1 or 2 of this Article applies, the Secretary-General of the United Nations shall convene an extraordinary meeting of States Parties to take any decisions that may be required.

Article 5
National implementation

1. Each State Party shall adopt the necessary measures to implement its obligations under this Treaty.

2. Each State Party shall take all appropriate legal, administrative and other measures, including the imposition of penal sanctions, to prevent and suppress any activity prohibited to a State Party under this Treaty undertaken by persons or on territory under its jurisdiction or control.

Article 6
Victim assistance and environmental remediation

1. Each State Party shall, with respect to individuals under its jurisdiction who are affected by the use or testing of nuclear weapons, in accordance with applicable international humanitarian and human rights law, adequately provide age- and gender-sensitive assistance, without discrimination, including medical care, rehabilitation and psychological support, as well as provide for their social and economic inclusion.

2. Each State Party, with respect to areas under its jurisdiction or control contaminated as a result of activities related to the testing or use of nuclear weapons or other nuclear explosive devices, shall take necessary and appropriate measures towards the environmental remediation of areas so contaminated.

3. The obligations under paragraphs 1 and 2 above shall be without prejudice to the duties and obligations of any other States under international law or bilateral agreements.

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Article 7
International cooperation and assistance

1. Each State Party shall cooperate with other States Parties to facilitate the implementation of this Treaty.

2. In fulfilling its obligations under this Treaty, each State Party shall have the right to seek and receive assistance, where feasible, from other States Parties.

3. Each State Party in a position to do so shall provide technical, material and financial assistance to States Parties affected by nuclear-weapons use or testing, to further the implementation of this Treaty.

4. Each State Party in a position to do so shall provide assistance for the victims of the use or testing of nuclear weapons or other nuclear explosive devices.

5. Assistance under this Article may be provided, inter alia, through the United Nations system, international, regional or national organizations or institutions, non-governmental organizations or institutions, the International Committee of the Red Cross, the International Federation of Red Cross and Red Crescent Societies, or national Red Cross and Red Crescent Societies, or on a bilateral basis.

6. Without prejudice to any other duty or obligation that it may have under international law, a State Party that has used or tested nuclear weapons or any other nuclear explosive devices shall have a responsibility to provide adequate assistance to affected States Parties, for the purpose of victim assistance and environmental remediation.

Article 8
Meeting of States Parties

1. The States Parties shall meet regularly in order to consider and, where necessary, take decisions in respect of any matter with regard to the application or implementation of this Treaty, in accordance with its relevant provisions, and on further measures for nuclear disarmament, including:

(a) The implementation and status of this Treaty;

(b) Measures for the verified, time-bound and irreversible elimination of nuclear-weapon programmes, including additional protocols to this Treaty;

(c) Any other matters pursuant to and consistent with the provisions of this Treaty.

2. The first meeting of States Parties shall be convened by the Secretary-General of the United Nations within one year of the entry into force of this Treaty. Further meetings of States Parties shall be convened by the Secretary-General of the United Nations on a biennial basis, unless otherwise agreed by the States Parties. The meeting of States Parties shall adopt its rules of procedure at its first session.

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Pending their adoption, the rules of procedure of the United Nations conference to negotiate a legally binding instrument to prohibit nuclear weapons, leading towards their total elimination, shall apply.

3. Extraordinary meetings of States Parties shall be convened, as may be deemed necessary, by the Secretary-General of the United Nations, at the written request of any State Party provided that this request is supported by at least one third of the States Parties.

4. After a period of five years following the entry into force of this Treaty, the Secretary-General of the United Nations shall convene a conference to review the operation of the Treaty and the progress in achieving the purposes of the Treaty. The Secretary-General of the United Nations shall convene further review conferences at intervals of six years with the same objective, unless otherwise agreed by the States Parties.

5. States not party to this Treaty, as well as the relevant entities of the United Nations system, other relevant international organizations or institutions, regional organizations, the International Committee of the Red Cross, the International Federation of Red Cross and Red Crescent Societies and relevant non-governmental organizations, shall be invited to attend the meetings of States Parties and the review conferences as observers.

Article 9
Costs

1. The costs of the meetings of States Parties, the review conferences and the extraordinary meetings of States Parties shall be borne by the States Parties and States not party to this Treaty participating therein as observers, in accordance with the United Nations scale of assessment adjusted appropriately.

2. The costs incurred by the Secretary-General of the United Nations in the circulation of declarations under Article 2, reports under Article 4 and proposed amendments under Article 10 of this Treaty shall be borne by the States Parties in accordance with the United Nations scale of assessment adjusted appropriately.

3. The cost related to the implementation of verification measures required under Article 4 as well as the costs related to the destruction of nuclear weapons or other nuclear explosive devices, and the elimination of nuclear-weapon programmes, including the elimination or conversion of all nuclear-weapons-related facilities, should be borne by the States Parties to which they apply.

Article 10
Amendments

1. At any time after the entry into force of this Treaty, any State Party may propose amendments to the Treaty. The text of a proposed amendment shall be

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communicated to the Secretary-General of the United Nations, who shall circulate it to all States Parties and shall seek their views on whether to consider the proposal. If a majority of the States Parties notify the Secretary-General of the United Nations no later than 90 days after its circulation that they support further consideration of the proposal, the proposal shall be considered at the next meeting of States Parties or review conference, whichever comes first.

2. A meeting of States Parties or a review conference may agree upon amendments which shall be adopted by a positive vote of a majority of two thirds of the States Parties. The Depositary shall communicate any adopted amendment to all States Parties.

3. The amendment shall enter into force for each State Party that deposits its instrument of ratification or acceptance of the amendment 90 days following the deposit of such instruments of ratification or acceptance by a majority of the States Parties at the time of adoption. Thereafter, it shall enter into force for any other State Party 90 days following the deposit of its instrument of ratification or acceptance of the amendment.

Article 11
Settlement of disputes

1. When a dispute arises between two or more States Parties relating to the interpretation or application of this Treaty, the parties concerned shall consult together with a view to the settlement of the dispute by negotiation or by other peaceful means of the parties' choice in accordance with Article 33 of the Charter of the United Nations.

2. The meeting of States Parties may contribute to the settlement of the dispute, including by offering its good offices, calling upon the States Parties concerned to start the settlement procedure of their choice and recommending a time limit for any agreed procedure, in accordance with the relevant provisions of this Treaty and the Charter of the United Nations.

Article 12
Universality

Each State Party shall encourage States not party to this Treaty to sign, ratify, accept, approve or accede to the Treaty, with the goal of universal adherence of all States to the Treaty.

Article 13
Signature

This Treaty shall be open for signature to all States at United Nations Headquarters in New York as from 20 September 2017.

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Article 14
Ratification, acceptance, approval or accession

This Treaty shall be subject to ratification, acceptance or approval by signatory States. The Treaty shall be open for accession.

Article 15
Entry into force

1. This Treaty shall enter into force 90 days after the fiftieth instrument of ratification, acceptance, approval or accession has been deposited.

2. For any State that deposits its instrument of ratification, acceptance, approval or accession after the date of the deposit of the fiftieth instrument of ratification, acceptance, approval or accession, this Treaty shall enter into force 90 days after the date on which that State has deposited its instrument of ratification, acceptance, approval or accession.

Article 16
Reservations

The Articles of this Treaty shall not be subject to reservations.

Article 17
Duration and withdrawal

1. This Treaty shall be of unlimited duration.

2. Each State Party shall, in exercising its national sovereignty, have the right to withdraw from this Treaty if it decides that extraordinary events related to the subject matter of the Treaty have jeopardized the supreme interests of its country. It shall give notice of such withdrawal to the Depositary. Such notice shall include a statement of the extraordinary events that it regards as having jeopardized its supreme interests.

3. Such withdrawal shall only take effect 12 months after the date of the receipt of the notification of withdrawal by the Depositary. If, however, on the expiry of that 12-month period, the withdrawing State Party is a party to an armed conflict, the State Party shall continue to be bound by the obligations of this Treaty and of any additional protocols until it is no longer party to an armed conflict.

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Article 18
Relationship with other agreements

The implementation of this Treaty shall not prejudice obligations undertaken by States Parties with regard to existing international agreements, to which they are party, where those obligations are consistent with the Treaty.

Article 19
Depositary

The Secretary-General of the United Nations is hereby designated as the Depositary of this Treaty.

Article 20
Authentic texts

The Arabic, Chinese, English, French, Russian and Spanish texts of this Treaty shall be equally authentic.

DONE at New York, this seventh day of July, two thousand and seventeen.

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PROCLAMATION NOTICE 343 OF 2026

81/172488
(Z 19E)

BY THE

PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

ADDITION OF THE CONVENTION ON THE PROHIBITION OF THE DEVELOPMENT, PRODUCTION, STOCKPILING AND USE OF CHEMICAL WEAPONS AND ON THEIR DESTRUCTION AS A SCHEDULE TO THE NON-PROLIFERATION OF WEAPONS OF MASS DESTRUCTION ACT, 1993 (ACT NO. 87 OF 1993)

By virtue of the powers vested in me in terms of section 27 of the Non-Proliferation of Weapons of Mass Destruction Act, 1993 (Act No. 87 of 1993) (the Act), I hereby by means of the accompanying Proclamation, add the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction as a Schedule to the Act.

Given under my Hand and the Seal of the Republic of South Africa at ...Pretoria... this ..12.. day of .....June..... Two Thousand and Twenty Six.

PRESIDENT

MINISTER OF THE CABINET

CHEMICAL WEAPONS CONVENTION

Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction

CONVENTION ON THE PROHIBITION OF THE DEVELOPMENT, PRODUCTION, STOCKPILING AND USE OF CHEMICAL WEAPONS AND ON THEIR DESTRUCTION

Version incorporating:

1. the correction of errors in the Arabic, Chinese, English, French, Russian and Spanish texts, pursuant to Depositary Notification C.N.246.1994.TREATIES-5, issued on 31 August 1994;

2. the addition, under Article XV of the Convention, of a new paragraph, 5bis, to Section B of Part VI of the Verification Annex, in accordance with:

   (a) the change to Section B of Part VI of the Verification Annex, effective 31 October 1999, pursuant to Depositary Notification C.N.916.1999.TREATIES-7, issued on 8 October 1999; together with

   (b) the correction to the change to Section B of Part VI of the Verification Annex, effective 9 March 2000, pursuant to Depositary Notification C.N.157.2000.TREATIES-1, issued on 13 March 2000;

3. the addition, under Article XV of the Convention, of a new paragraph, 72bis, to Section D of Part V of the Verification Annex, pursuant to Depositary Notification C.N.610.2005.TREATIES-4, issued on 29 July 2005; and

4. the changes, under Article XV of the Convention, to Schedule 1 of the Annex on Chemicals, effective 7 June 2020, pursuant to Depositary Notification C.N.86.2020.TREATIES-XXVI.3, issued on 23 April 2020.

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PREAMBLE

The States Parties to this Convention,

Determined to act with a view to achieving effective progress towards general and complete disarmament under strict and effective international control, including the prohibition and elimination of all types of weapons of mass destruction,

Desiring to contribute to the realization of the purposes and principles of the Charter of the United Nations,

Recalling that the General Assembly of the United Nations has repeatedly condemned all actions contrary to the principles and objectives of the Protocol for the Prohibition of the Use in War of Asphyxiating, Poisonous or Other Gases, and of Bacteriological Methods of Warfare, signed at Geneva on 17 June 1925 (the Geneva Protocol of 1925),

Recognizing that this Convention reaffirms principles and objectives of and obligations assumed under the Geneva Protocol of 1925, and the Convention on the Prohibition of the Development, Production and Stockpiling of Bacteriological (Biological) and Toxin Weapons and on their Destruction signed at London, Moscow and Washington on 10 April 1972,

Bearing in mind the objective contained in Article IX of the Convention on the Prohibition of the Development, Production and Stockpiling of Bacteriological (Biological) and Toxin Weapons and on their Destruction,

Determined for the sake of all mankind, to exclude completely the possibility of the use of chemical weapons, through the implementation of the provisions of this Convention, thereby complementing the obligations assumed under the Geneva Protocol of 1925,

Recognizing the prohibition, embodied in the pertinent agreements and relevant principles of international law, of the use of herbicides as a method of warfare,

Considering that achievements in the field of chemistry should be used exclusively for the benefit of mankind,

Desiring to promote free trade in chemicals as well as international cooperation and exchange of scientific and technical information in the field of chemical activities for purposes not prohibited under this Convention in order to enhance the economic and technological development of all States Parties,

Convinced that the complete and effective prohibition of the development, production, acquisition, stockpiling, retention, transfer and use of chemical weapons, and their destruction, represent a necessary step towards the achievement of these common objectives,

Have agreed as follows:

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ARTICLE I

GENERAL OBLIGATIONS

1. Each State Party to this Convention undertakes never under any circumstances:

   (a) To develop, produce, otherwise acquire, stockpile or retain chemical weapons, or transfer, directly or indirectly, chemical weapons to anyone;

   (b) To use chemical weapons;

   (c) To engage in any military preparations to use chemical weapons;

   (d) To assist, encourage or induce, in any way, anyone to engage in any activity prohibited to a State Party under this Convention.

2. Each State Party undertakes to destroy chemical weapons it owns or possesses, or that are located in any place under its jurisdiction or control, in accordance with the provisions of this Convention.

3. Each State Party undertakes to destroy all chemical weapons it abandoned on the territory of another State Party, in accordance with the provisions of this Convention.

4. Each State Party undertakes to destroy any chemical weapons production facilities it owns or possesses, or that are located in any place under its jurisdiction or control, in accordance with the provisions of this Convention.

5. Each State Party undertakes not to use riot control agents as a method of warfare.

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ARTICLE II

DEFINITIONS AND CRITERIA

For the purposes of this Convention:

1. "Chemical Weapons" means the following, together or separately:

   (a) Toxic chemicals and their precursors, except where intended for purposes not prohibited under this Convention, as long as the types and quantities are consistent with such purposes;

   (b) Munitions and devices, specifically designed to cause death or other harm through the toxic properties of those toxic chemicals specified in subparagraph (a), which would be released as a result of the employment of such munitions and devices;

   (c) Any equipment specifically designed for use directly in connection with the employment of munitions and devices specified in subparagraph (b).

2. "Toxic Chemical" means:

   Any chemical which through its chemical action on life processes can cause death, temporary incapacitation or permanent harm to humans or animals. This includes all such chemicals, regardless of their origin or of their method of production, and regardless of whether they are produced in facilities, in munitions or elsewhere.

   (For the purpose of implementing this Convention, toxic chemicals which have been identified for the application of verification measures are listed in Schedules contained in the Annex on Chemicals.)

3. "Precursor" means:

   Any chemical reactant which takes part at any stage in the production by whatever method of a toxic chemical. This includes any key component of a binary or multicomponent chemical system.

   (For the purpose of implementing this Convention, precursors which have been identified for the application of verification measures are listed in Schedules contained in the Annex on Chemicals.)

4. "Key Component of Binary or Multicomponent Chemical Systems" (hereinafter referred to as "key component") means:

   The precursor which plays the most important role in determining the toxic properties of the final product and reacts rapidly with other chemicals in the binary or multicomponent system.

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5. "Old Chemical Weapons" means:

(a) Chemical weapons which were produced before 1925; or

(b) Chemical weapons produced in the period between 1925 and 1946 that have deteriorated to such extent that they can no longer be used as chemical weapons.

6. "Abandoned Chemical Weapons" means:

Chemical weapons, including old chemical weapons, abandoned by a State after 1 January 1925 on the territory of another State without the consent of the latter.

7. "Riot Control Agent" means:

Any chemical not listed in a Schedule, which can produce rapidly in humans sensory irritation or disabling physical effects which disappear within a short time following termination of exposure.

8. "Chemical Weapons Production Facility":

(a) Means any equipment, as well as any building housing such equipment, that was designed, constructed or used at any time since 1 January 1946:

(i) As part of the stage in the production of chemicals ("final technological stage") where the material flows would contain, when the equipment is in operation:

(1) Any chemical listed in Schedule 1 in the Annex on Chemicals; or

(2) Any other chemical that has no use, above 1 tonne per year on the territory of a State Party or in any other place under the jurisdiction or control of a State Party, for purposes not prohibited under this Convention, but can be used for chemical weapons purposes;

or

(ii) For filling chemical weapons, including, inter alia, the filling of chemicals listed in Schedule 1 into munitions, devices or bulk storage containers; the filling of chemicals into containers that form part of assembled binary munitions and devices or into chemical submunitions that form part of assembled unitary munitions and devices, and the loading of the containers and chemical submunitions into the respective munitions and devices;

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(b) Does not mean:

(i) Any facility having a production capacity for synthesis of chemicals specified in subparagraph (a) (i) that is less than 1 tonne;

(ii) Any facility in which a chemical specified in subparagraph (a) (i) is or was produced as an unavoidable by-product of activities for purposes not prohibited under this Convention, provided that the chemical does not exceed 3 per cent of the total product and that the facility is subject to declaration and inspection under the Annex on Implementation and Verification (hereinafter referred to as "Verification Annex"); or

(iii) The single small-scale facility for production of chemicals listed in Schedule 1 for purposes not prohibited under this Convention as referred to in Part VI of the Verification Annex.

9. "Purposes Not Prohibited Under this Convention" means:

(a) Industrial, agricultural, research, medical, pharmaceutical or other peaceful purposes;

(b) Protective purposes, namely those purposes directly related to protection against toxic chemicals and to protection against chemical weapons;

(c) Military purposes not connected with the use of chemical weapons and not dependent on the use of the toxic properties of chemicals as a method of warfare;

(d) Law enforcement including domestic riot control purposes.

10. "Production Capacity" means:

The annual quantitative potential for manufacturing a specific chemical based on the technological process actually used or, if the process is not yet operational, planned to be used at the relevant facility. It shall be deemed to be equal to the nameplate capacity or, if the nameplate capacity is not available, to the design capacity. The nameplate capacity is the product output under conditions optimized for maximum quantity for the production facility, as demonstrated by one or more test-runs. The design capacity is the corresponding theoretically calculated product output.

11. "Organization" means the Organization for the Prohibition of Chemical Weapons established pursuant to Article VIII of this Convention.

12. For the purposes of Article VI:

(a) "Production" of a chemical means its formation through chemical reaction;

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(b) "Processing" of a chemical means a physical process, such as formulation, extraction and purification, in which a chemical is not converted into another chemical;

(c) "Consumption" of a chemical means its conversion into another chemical via a chemical reaction.

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ARTICLE III

DECLARATIONS

1. Each State Party shall submit to the Organization, not later than 30 days after this Convention enters into force for it, the following declarations, in which it shall:

(a) With respect to chemical weapons:

(i) Declare whether it owns or possesses any chemical weapons, or whether there are any chemical weapons located in any place under its jurisdiction or control;

(ii) Specify the precise location, aggregate quantity and detailed inventory of chemical weapons it owns or possesses, or that are located in any place under its jurisdiction or control, in accordance with Part IV (A), paragraphs 1 to 3, of the Verification Annex, except for those chemical weapons referred to in sub-subparagraph (iii);

(iii) Report any chemical weapons on its territory that are owned and possessed by another State and located in any place under the jurisdiction or control of another State, in accordance with Part IV (A), paragraph 4, of the Verification Annex;

(iv) Declare whether it has transferred or received, directly or indirectly, any chemical weapons since 1 January 1946 and specify the transfer or receipt of such weapons, in accordance with Part IV (A), paragraph 5, of the Verification Annex;

(v) Provide its general plan for destruction of chemical weapons that it owns or possesses, or that are located in any place under its jurisdiction or control, in accordance with Part IV (A), paragraph 6, of the Verification Annex;

(b) With respect to old chemical weapons and abandoned chemical weapons:

(i) Declare whether it has on its territory old chemical weapons and provide all available information in accordance with Part IV (B), paragraph 3, of the Verification Annex;

(ii) Declare whether there are abandoned chemical weapons on its territory and provide all available information in accordance with Part IV (B), paragraph 8, of the Verification Annex;

(iii) Declare whether it has abandoned chemical weapons on the territory of other States and provide all available information in accordance with Part IV (B), paragraph 10, of the Verification Annex;

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(c) With respect to chemical weapons production facilities:

(i) Declare whether it has or has had any chemical weapons production facility under its ownership or possession, or that is or has been located in any place under its jurisdiction or control at any time since 1 January 1946;

(ii) Specify any chemical weapons production facility it has or has had under its ownership or possession or that is or has been located in any place under its jurisdiction or control at any time since 1 January 1946, in accordance with Part V, paragraph 1, of the Verification Annex, except for those facilities referred to in sub-subparagraph (iii);

(iii) Report any chemical weapons production facility on its territory that another State has or has had under its ownership and possession and that is or has been located in any place under the jurisdiction or control of another State at any time since 1 January 1946, in accordance with Part V, paragraph 2, of the Verification Annex;

(iv) Declare whether it has transferred or received, directly or indirectly, any equipment for the production of chemical weapons since 1 January 1946 and specify the transfer or receipt of such equipment, in accordance with Part V, paragraphs 3 to 5, of the Verification Annex;

(v) Provide its general plan for destruction of any chemical weapons production facility it owns or possesses, or that is located in any place under its jurisdiction or control, in accordance with Part V, paragraph 6, of the Verification Annex;

(vi) Specify actions to be taken for closure of any chemical weapons production facility it owns or possesses, or that is located in any place under its jurisdiction or control, in accordance with Part V, paragraph 1 (i), of the Verification Annex;

(vii) Provide its general plan for any temporary conversion of any chemical weapons production facility it owns or possesses, or that is located in any place under its jurisdiction or control, into a chemical weapons destruction facility, in accordance with Part V, paragraph 7, of the Verification Annex;

(d) With respect to other facilities:

Specify the precise location, nature and general scope of activities of any facility or establishment under its ownership or possession, or located in any place under its jurisdiction or control, and that has been designed, constructed or used since 1 January 1946 primarily for development of chemical weapons. Such declaration shall include, inter alia, laboratories and test and evaluation sites;

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(e) With respect to riot control agents: Specify the chemical name, structural formula and Chemical Abstracts Service (CAS) registry number, if assigned, of each chemical it holds for riot control purposes. This declaration shall be updated not later than 30 days after any change becomes effective.

2. The provisions of this Article and the relevant provisions of Part IV of the Verification Annex shall not, at the discretion of a State Party, apply to chemical weapons buried on its territory before 1 January 1977 and which remain buried, or which had been dumped at sea before 1 January 1985.

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ARTICLE IV

CHEMICAL WEAPONS

1. The provisions of this Article and the detailed procedures for its implementation shall apply to all chemical weapons owned or possessed by a State Party, or that are located in any place under its jurisdiction or control, except old chemical weapons and abandoned chemical weapons to which Part IV (B) of the Verification Annex applies.

2. Detailed procedures for the implementation of this Article are set forth in the Verification Annex.

3. All locations at which chemical weapons specified in paragraph 1 are stored or destroyed shall be subject to systematic verification through on-site inspection and monitoring with on-site instruments, in accordance with Part IV (A) of the Verification Annex.

4. Each State Party shall, immediately after the declaration under Article III, paragraph 1 (a), has been submitted, provide access to chemical weapons specified in paragraph 1 for the purpose of systematic verification of the declaration through on-site inspection. Thereafter, each State Party shall not remove any of these chemical weapons, except to a chemical weapons destruction facility. It shall provide access to such chemical weapons, for the purpose of systematic on-site verification.

5. Each State Party shall provide access to any chemical weapons destruction facilities and their storage areas, that it owns or possesses, or that are located in any place under its jurisdiction or control, for the purpose of systematic verification through on-site inspection and monitoring with on-site instruments.

6. Each State Party shall destroy all chemical weapons specified in paragraph 1 pursuant to the Verification Annex and in accordance with the agreed rate and sequence of destruction (hereinafter referred to as "order of destruction"). Such destruction shall begin not later than two years after this Convention enters into force for it and shall finish not later than 10 years after entry into force of this Convention. A State Party is not precluded from destroying such chemical weapons at a faster rate.

7. Each State Party shall:

   (a) Submit detailed plans for the destruction of chemical weapons specified in paragraph 1 not later than 60 days before each annual destruction period begins, in accordance with Part IV (A), paragraph 29, of the Verification Annex; the detailed plans shall encompass all stocks to be destroyed during the next annual destruction period;

   (b) Submit declarations annually regarding the implementation of its plans for destruction of chemical weapons specified in paragraph 1, not later than 60 days after the end of each annual destruction period; and

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(c) Certify, not later than 30 days after the destruction process has been completed, that all chemical weapons specified in paragraph 1 have been destroyed.

8. If a State ratifies or accedes to this Convention after the 10-year period for destruction set forth in paragraph 6, it shall destroy chemical weapons specified in paragraph 1 as soon as possible. The order of destruction and procedures for stringent verification for such a State Party shall be determined by the Executive Council.

9. Any chemical weapons discovered by a State Party after the initial declaration of chemical weapons shall be reported, secured and destroyed in accordance with Part IV (A) of the Verification Annex.

10. Each State Party, during transportation, sampling, storage and destruction of chemical weapons, shall assign the highest priority to ensuring the safety of people and to protecting the environment. Each State Party shall transport, sample, store and destroy chemical weapons in accordance with its national standards for safety and emissions.

11. Any State Party which has on its territory chemical weapons that are owned or possessed by another State, or that are located in any place under the jurisdiction or control of another State, shall make the fullest efforts to ensure that these chemical weapons are removed from its territory not later than one year after this Convention enters into force for it. If they are not removed within one year, the State Party may request the Organization and other States Parties to provide assistance in the destruction of these chemical weapons.

12. Each State Party undertakes to cooperate with other States Parties that request information or assistance on a bilateral basis or through the Technical Secretariat regarding methods and technologies for the safe and efficient destruction of chemical weapons.

13. In carrying out verification activities pursuant to this Article and Part IV (A) of the Verification Annex, the Organization shall consider measures to avoid unnecessary duplication of bilateral or multilateral agreements on verification of chemical weapons storage and their destruction among States Parties.

To this end, the Executive Council shall decide to limit verification to measures complementary to those undertaken pursuant to such a bilateral or multilateral agreement, if it considers that:

(a) Verification provisions of such an agreement are consistent with the verification provisions of this Article and Part IV (A) of the Verification Annex;

(b) Implementation of such an agreement provides for sufficient assurance of compliance with the relevant provisions of this Convention; and

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(c) Parties to the bilateral or multilateral agreement keep the Organization fully informed about their verification activities.

14. If the Executive Council takes a decision pursuant to paragraph 13, the Organization shall have the right to monitor the implementation of the bilateral or multilateral agreement.

15. Nothing in paragraphs 13 and 14 shall affect the obligation of a State Party to provide declarations pursuant to Article III, this Article and Part IV (A) of the Verification Annex.

16. Each State Party shall meet the costs of destruction of chemical weapons it is obliged to destroy. It shall also meet the costs of verification of storage and destruction of these chemical weapons unless the Executive Council decides otherwise. If the Executive Council decides to limit verification measures of the Organization pursuant to paragraph 13, the costs of complementary verification and monitoring by the Organization shall be paid in accordance with the United Nations scale of assessment, as specified in Article VIII, paragraph 7.

17. The provisions of this Article and the relevant provisions of Part IV of the Verification Annex shall not, at the discretion of a State Party, apply to chemical weapons buried on its territory before 1 January 1977 and which remain buried, or which had been dumped at sea before 1 January 1985.

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ARTICLE V

CHEMICAL WEAPONS PRODUCTION FACILITIES

1. The provisions of this Article and the detailed procedures for its implementation shall apply to any and all chemical weapons production facilities owned or possessed by a State Party, or that are located in any place under its jurisdiction or control.

2. Detailed procedures for the implementation of this Article are set forth in the Verification Annex.

3. All chemical weapons production facilities specified in paragraph 1 shall be subject to systematic verification through on-site inspection and monitoring with on-site instruments in accordance with Part V of the Verification Annex.

4. Each State Party shall cease immediately all activity at chemical weapons production facilities specified in paragraph 1, except activity required for closure.

5. No State Party shall construct any new chemical weapons production facilities or modify any existing facilities for the purpose of chemical weapons production or for any other activity prohibited under this Convention.

6. Each State Party shall, immediately after the declaration under Article III, paragraph 1 (c), has been submitted, provide access to chemical weapons production facilities specified in paragraph 1, for the purpose of systematic verification of the declaration through on-site inspection.

7. Each State Party shall:

   (a) Close, not later than 90 days after this Convention enters into force for it, all chemical weapons production facilities specified in paragraph 1, in accordance with Part V of the Verification Annex, and give notice thereof; and

   (b) Provide access to chemical weapons production facilities specified in paragraph 1, subsequent to closure, for the purpose of systematic verification through on-site inspection and monitoring with on-site instruments in order to ensure that the facility remains closed and is subsequently destroyed.

8. Each State Party shall destroy all chemical weapons production facilities specified in paragraph 1 and related facilities and equipment, pursuant to the Verification Annex and in accordance with an agreed rate and sequence of destruction (hereinafter referred to as "order of destruction"). Such destruction shall begin not later than one year after this Convention enters into force for it, and shall finish not later than 10 years after entry into force of this Convention. A State Party is not precluded from destroying such facilities at a faster rate.

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9. Each State Party shall:

(a) Submit detailed plans for destruction of chemical weapons production facilities specified in paragraph 1, not later than 180 days before the destruction of each facility begins;

(b) Submit declarations annually regarding the implementation of its plans for the destruction of all chemical weapons production facilities specified in paragraph 1, not later than 90 days after the end of each annual destruction period; and

(c) Certify, not later than 30 days after the destruction process has been completed, that all chemical weapons production facilities specified in paragraph 1 have been destroyed.

10. If a State ratifies or accedes to this Convention after the 10-year period for destruction set forth in paragraph 8, it shall destroy chemical weapons production facilities specified in paragraph 1 as soon as possible. The order of destruction and procedures for stringent verification for such a State Party shall be determined by the Executive Council.

11. Each State Party, during the destruction of chemical weapons production facilities, shall assign the highest priority to ensuring the safety of people and to protecting the environment. Each State Party shall destroy chemical weapons production facilities in accordance with its national standards for safety and emissions.

12. Chemical weapons production facilities specified in paragraph 1 may be temporarily converted for destruction of chemical weapons in accordance with Part V, paragraphs 18 to 25, of the Verification Annex. Such a converted facility must be destroyed as soon as it is no longer in use for destruction of chemical weapons but, in any case, not later than 10 years after entry into force of this Convention.

13. A State Party may request, in exceptional cases of compelling need, permission to use a chemical weapons production facility specified in paragraph 1 for purposes not prohibited under this Convention. Upon the recommendation of the Executive Council, the Conference of the States Parties shall decide whether or not to approve the request and shall establish the conditions upon which approval is contingent in accordance with Part V, Section D, of the Verification Annex.

14. The chemical weapons production facility shall be converted in such a manner that the converted facility is not more capable of being reconverted into a chemical weapons production facility than any other facility used for industrial, agricultural, research, medical, pharmaceutical or other peaceful purposes not involving chemicals listed in Schedule 1.

15. All converted facilities shall be subject to systematic verification through on-site inspection and monitoring with on-site instruments in accordance with Part V, Section D, of the Verification Annex.

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16. In carrying out verification activities pursuant to this Article and Part V of the Verification Annex, the Organization shall consider measures to avoid unnecessary duplication of bilateral or multilateral agreements on verification of chemical weapons production facilities and their destruction among States Parties.

To this end, the Executive Council shall decide to limit the verification to measures complementary to those undertaken pursuant to such a bilateral or multilateral agreement, if it considers that:

(a) Verification provisions of such an agreement are consistent with the verification provisions of this Article and Part V of the Verification Annex;

(b) Implementation of the agreement provides for sufficient assurance of compliance with the relevant provisions of this Convention; and

(c) Parties to the bilateral or multilateral agreement keep the Organization fully informed about their verification activities.

17. If the Executive Council takes a decision pursuant to paragraph 16, the Organization shall have the right to monitor the implementation of the bilateral or multilateral agreement.

18. Nothing in paragraphs 16 and 17 shall affect the obligation of a State Party to make declarations pursuant to Article III, this Article and Part V of the Verification Annex.

19. Each State Party shall meet the costs of destruction of chemical weapons production facilities it is obliged to destroy. It shall also meet the costs of verification under this Article unless the Executive Council decides otherwise. If the Executive Council decides to limit verification measures of the Organization pursuant to paragraph 16, the costs of complementary verification and monitoring by the Organization shall be paid in accordance with the United Nations scale of assessment, as specified in Article VIII, paragraph 7.

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ARTICLE VI

ACTIVITIES NOT PROHIBITED UNDER THIS CONVENTION

1. Each State Party has the right, subject to the provisions of this Convention, to develop, produce, otherwise acquire, retain, transfer and use toxic chemicals and their precursors for purposes not prohibited under this Convention.

2. Each State Party shall adopt the necessary measures to ensure that toxic chemicals and their precursors are only developed, produced, otherwise acquired, retained, transferred, or used within its territory or in any other place under its jurisdiction or control for purposes not prohibited under this Convention. To this end, and in order to verify that activities are in accordance with obligations under this Convention, each State Party shall subject toxic chemicals and their precursors listed in Schedules 1, 2 and 3 of the Annex on Chemicals, facilities related to such chemicals, and other facilities as specified in the Verification Annex, that are located on its territory or in any other place under its jurisdiction or control, to verification measures as provided in the Verification Annex.

3. Each State Party shall subject chemicals listed in Schedule 1 (hereinafter referred to as "Schedule 1 chemicals") to the prohibitions on production, acquisition, retention, transfer and use as specified in Part VI of the Verification Annex. It shall subject Schedule 1 chemicals and facilities specified in Part VI of the Verification Annex to systematic verification through on-site inspection and monitoring with on-site instruments in accordance with that Part of the Verification Annex.

4. Each State Party shall subject chemicals listed in Schedule 2 (hereinafter referred to as "Schedule 2 chemicals") and facilities specified in Part VII of the Verification Annex to data monitoring and on-site verification in accordance with that Part of the Verification Annex.

5. Each State Party shall subject chemicals listed in Schedule 3 (hereinafter referred to as "Schedule 3 chemicals") and facilities specified in Part VIII of the Verification Annex to data monitoring and on-site verification in accordance with that Part of the Verification Annex.

6. Each State Party shall subject facilities specified in Part IX of the Verification Annex to data monitoring and eventual on-site verification in accordance with that Part of the Verification Annex unless decided otherwise by the Conference of the States Parties pursuant to Part IX, paragraph 22, of the Verification Annex.

7. Not later than 30 days after this Convention enters into force for it, each State Party shall make an initial declaration on relevant chemicals and facilities in accordance with the Verification Annex.

8. Each State Party shall make annual declarations regarding the relevant chemicals and facilities in accordance with the Verification Annex.

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9. For the purpose of on-site verification, each State Party shall grant to the inspectors access to facilities as required in the Verification Annex.

10. In conducting verification activities, the Technical Secretariat shall avoid undue intrusion into the State Party's chemical activities for purposes not prohibited under this Convention and, in particular, abide by the provisions set forth in the Annex on the Protection of Confidential Information (hereinafter referred to as "Confidentiality Annex").

11. The provisions of this Article shall be implemented in a manner which avoids hampering the economic or technological development of States Parties, and international cooperation in the field of chemical activities for purposes not prohibited under this Convention including the international exchange of scientific and technical information and chemicals and equipment for the production, processing or use of chemicals for purposes not prohibited under this Convention.

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ARTICLE VII

NATIONAL IMPLEMENTATION MEASURES

General undertakings

1. Each State Party shall, in accordance with its constitutional processes, adopt the necessary measures to implement its obligations under this Convention. In particular, it shall:

   (a) Prohibit natural and legal persons anywhere on its territory or in any other place under its jurisdiction as recognized by international law from undertaking any activity prohibited to a State Party under this Convention, including enacting penal legislation with respect to such activity;

   (b) Not permit in any place under its control any activity prohibited to a State Party under this Convention; and

   (c) Extend its penal legislation enacted under subparagraph (a) to any activity prohibited to a State Party under this Convention undertaken anywhere by natural persons, possessing its nationality, in conformity with international law.

2. Each State Party shall cooperate with other States Parties and afford the appropriate form of legal assistance to facilitate the implementation of the obligations under paragraph 1.

3. Each State Party, during the implementation of its obligations under this Convention, shall assign the highest priority to ensuring the safety of people and to protecting the environment, and shall cooperate as appropriate with other States Parties in this regard.

Relations between the State Party and the Organization

4. In order to fulfil its obligations under this Convention, each State Party shall designate or establish a National Authority to serve as the national focal point for effective liaison with the Organization and other States Parties. Each State Party shall notify the Organization of its National Authority at the time that this Convention enters into force for it.

5. Each State Party shall inform the Organization of the legislative and administrative measures taken to implement this Convention.

6. Each State Party shall treat as confidential and afford special handling to information and data that it receives in confidence from the Organization in connection with the implementation of this Convention.

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It shall treat such information and data exclusively in connection with its rights and obligations under this Convention and in accordance with the provisions set forth in the Confidentiality Annex.

7. Each State Party undertakes to cooperate with the Organization in the exercise of all its functions and in particular to provide assistance to the Technical Secretariat.

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ARTICLE VIII

THE ORGANIZATION

A. GENERAL PROVISIONS

1. The States Parties to this Convention hereby establish the Organization for the Prohibition of Chemical Weapons to achieve the object and purpose of this Convention, to ensure the implementation of its provisions, including those for international verification of compliance with it, and to provide a forum for consultation and cooperation among States Parties.

2. All States Parties to this Convention shall be members of the Organization. A State Party shall not be deprived of its membership in the Organization.

3. The seat of the Headquarters of the Organization shall be The Hague, Kingdom of the Netherlands.

4. There are hereby established as the organs of the Organization: the Conference of the States Parties, the Executive Council, and the Technical Secretariat.

5. The Organization shall conduct its verification activities provided for under this Convention in the least intrusive manner possible consistent with the timely and efficient accomplishment of their objectives. It shall request only the information and data necessary to fulfil its responsibilities under this Convention. It shall take every precaution to protect the confidentiality of information on civil and military activities and facilities coming to its knowledge in the implementation of this Convention and, in particular, shall abide by the provisions set forth in the Confidentiality Annex.

6. In undertaking its verification activities the Organization shall consider measures to make use of advances in science and technology.

7. The costs of the Organization's activities shall be paid by States Parties in accordance with the United Nations scale of assessment adjusted to take into account differences in membership between the United Nations and this Organization, and subject to the provisions of Articles IV and V. Financial contributions of States Parties to the Preparatory Commission shall be deducted in an appropriate way from their contributions to the regular budget. The budget of the Organization shall comprise two separate chapters, one relating to administrative and other costs, and one relating to verification costs.

8. A member of the Organization which is in arrears in the payment of its financial contribution to the Organization shall have no vote in the Organization if the amount of its arrears equals or exceeds the amount of the contribution due from it for the preceding two full years. The Conference of the States Parties may, nevertheless, permit such a member to vote if it is satisfied that the failure to pay is due to conditions beyond the control of the member.

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B. THE CONFERENCE OF THE STATES PARTIES

Composition, procedures and decision-making

9. The Conference of the States Parties (hereinafter referred to as "the Conference") shall be composed of all members of this Organization. Each member shall have one representative in the Conference, who may be accompanied by alternates and advisers.

10. The first session of the Conference shall be convened by the depositary not later than 30 days after the entry into force of this Convention.

11. The Conference shall meet in regular sessions which shall be held annually unless it decides otherwise.

12. Special sessions of the Conference shall be convened:

(a) When decided by the Conference;

(b) When requested by the Executive Council;

(c) When requested by any member and supported by one third of the members; or

(d) In accordance with paragraph 22 to undertake reviews of the operation of this Convention.

Except in the case of subparagraph (d), the special session shall be convened not later than 30 days after receipt of the request by the Director-General of the Technical Secretariat, unless specified otherwise in the request.

13. The Conference shall also be convened in the form of an Amendment Conference in accordance with Article XV, paragraph 2.

14. Sessions of the Conference shall take place at the seat of the Organization unless the Conference decides otherwise.

15. The Conference shall adopt its rules of procedure. At the beginning of each regular session, it shall elect its Chairman and such other officers as may be required. They shall hold office until a new Chairman and other officers are elected at the next regular session.

16. A majority of the members of the Organization shall constitute a quorum for the Conference.

17. Each member of the Organization shall have one vote in the Conference.

18. The Conference shall take decisions on questions of procedure by a simple majority of the members present and voting. Decisions on matters of substance should be

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taken as far as possible by consensus. If consensus is not attainable when an issue comes up for decision, the Chairman shall defer any vote for 24 hours and during this period of deferment shall make every effort to facilitate achievement of consensus, and shall report to the Conference before the end of this period. If consensus is not possible at the end of 24 hours, the Conference shall take the decision by a two-thirds majority of members present and voting unless specified otherwise in this Convention. When the issue arises as to whether the question is one of substance or not, that question shall be treated as a matter of substance unless otherwise decided by the Conference by the majority required for decisions on matters of substance.

Powers and functions

19. The Conference shall be the principal organ of the Organization. It shall consider any questions, matters or issues within the scope of this Convention, including those relating to the powers and functions of the Executive Council and the Technical Secretariat. It may make recommendations and take decisions on any questions, matters or issues related to this Convention raised by a State Party or brought to its attention by the Executive Council.

20. The Conference shall oversee the implementation of this Convention, and act in order to promote its object and purpose. The Conference shall review compliance with this Convention. It shall also oversee the activities of the Executive Council and the Technical Secretariat and may issue guidelines in accordance with this Convention to either of them in the exercise of their functions.

21. The Conference shall:

(a) Consider and adopt at its regular sessions the report, programme and budget of the Organization, submitted by the Executive Council, as well as consider other reports;

(b) Decide on the scale of financial contributions to be paid by States Parties in accordance with paragraph 7;

(c) Elect the members of the Executive Council;

(d) Appoint the Director-General of the Technical Secretariat (hereinafter referred to as "the Director-General");

(e) Approve the rules of procedure of the Executive Council submitted by the latter;

(f) Establish such subsidiary organs as it finds necessary for the exercise of its functions in accordance with this Convention;

(g) Foster international cooperation for peaceful purposes in the field of chemical activities;

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(h) Review scientific and technological developments that could affect the operation of this Convention and, in this context, direct the Director-General to establish a Scientific Advisory Board to enable him, in the performance of his functions, to render specialized advice in areas of science and technology relevant to this Convention, to the Conference, the Executive Council or States Parties. The Scientific Advisory Board shall be composed of independent experts appointed in accordance with terms of reference adopted by the Conference;

(i) Consider and approve at its first session any draft agreements, provisions and guidelines developed by the Preparatory Commission;

(j) Establish at its first session the voluntary fund for assistance in accordance with Article X;

(k) Take the necessary measures to ensure compliance with this Convention and to redress and remedy any situation which contravenes the provisions of this Convention, in accordance with Article XII.

22. The Conference shall not later than one year after the expiry of the fifth and the tenth year after the entry into force of this Convention, and at such other times within that time period as may be decided upon, convene in special sessions to undertake reviews of the operation of this Convention. Such reviews shall take into account any relevant scientific and technological developments. At intervals of five years thereafter, unless otherwise decided upon, further sessions of the Conference shall be convened with the same objective.

C. THE EXECUTIVE COUNCIL

Composition, procedure and decision-making

23. The Executive Council shall consist of 41 members. Each State Party shall have the right, in accordance with the principle of rotation, to serve on the Executive Council. The members of the Executive Council shall be elected by the Conference for a term of two years. In order to ensure the effective functioning of this Convention, due regard being specially paid to equitable geographical distribution, to the importance of chemical industry, as well as to political and security interests, the Executive Council shall be composed as follows:

(a) Nine States Parties from Africa to be designated by States Parties located in this region. As a basis for this designation it is understood that, out of these nine States Parties, three members shall, as a rule, be the States Parties with the most significant national chemical industry in the region as determined by internationally reported and published data; in addition, the regional group shall agree also to take into account other regional factors in designating these three members;

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(b) Nine States Parties from Asia to be designated by States Parties located in this region. As a basis for this designation it is understood that, out of these nine States Parties, four members shall, as a rule, be the States Parties with the most significant national chemical industry in the region as determined by internationally reported and published data; in addition, the regional group shall agree also to take into account other regional factors in designating these four members;

(c) Five States Parties from Eastern Europe to be designated by States Parties located in this region. As a basis for this designation it is understood that, out of these five States Parties, one member shall, as a rule, be the State Party with the most significant national chemical industry in the region as determined by internationally reported and published data; in addition, the regional group shall agree also to take into account other regional factors in designating this one member;

(d) Seven States Parties from Latin America and the Caribbean to be designated by States Parties located in this region. As a basis for this designation it is understood that, out of these seven States Parties, three members shall, as a rule, be the States Parties with the most significant national chemical industry in the region as determined by internationally reported and published data; in addition, the regional group shall agree also to take into account other regional factors in designating these three members;

(e) Ten States Parties from among Western European and other States to be designated by States Parties located in this region. As a basis for this designation it is understood that, out of these 10 States Parties, 5 members shall, as a rule, be the States Parties with the most significant national chemical industry in the region as determined by internationally reported and published data; in addition, the regional group shall agree also to take into account other regional factors in designating these five members;

(f) One further State Party to be designated consecutively by States Parties located in the regions of Asia and Latin America and the Caribbean. As a basis for this designation it is understood that this State Party shall be a rotating member from these regions.

24. For the first election of the Executive Council 20 members shall be elected for a term of one year, due regard being paid to the established numerical proportions as described in paragraph 23.

25. After the full implementation of Articles IV and V the Conference may, upon the request of a majority of the members of the Executive Council, review the composition of the Executive Council taking into account developments related to the principles specified in paragraph 23 that are governing its composition.

26. The Executive Council shall elaborate its rules of procedure and submit them to the Conference for approval.

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27. The Executive Council shall elect its Chairman from among its members.

28. The Executive Council shall meet for regular sessions. Between regular sessions it shall meet as often as may be required for the fulfilment of its powers and functions.

29. Each member of the Executive Council shall have one vote. Unless otherwise specified in this Convention, the Executive Council shall take decisions on matters of substance by a two-thirds majority of all its members. The Executive Council shall take decisions on questions of procedure by a simple majority of all its members. When the issue arises as to whether the question is one of substance or not, that question shall be treated as a matter of substance unless otherwise decided by the Executive Council by the majority required for decisions on matters of substance.

Powers and functions

30. The Executive Council shall be the executive organ of the Organization. It shall be responsible to the Conference. The Executive Council shall carry out the powers and functions entrusted to it under this Convention, as well as those functions delegated to it by the Conference. In so doing, it shall act in conformity with the recommendations, decisions and guidelines of the Conference and assure their proper and continuous implementation.

31. The Executive Council shall promote the effective implementation of, and compliance with, this Convention. It shall supervise the activities of the Technical Secretariat, cooperate with the National Authority of each State Party and facilitate consultations and cooperation among States Parties at their request.

32. The Executive Council shall:

(a) Consider and submit to the Conference the draft programme and budget of the Organization;

(b) Consider and submit to the Conference the draft report of the Organization on the implementation of this Convention, the report on the performance of its own activities and such special reports as it deems necessary or which the Conference may request;

(c) Make arrangements for the sessions of the Conference including the preparation of the draft agenda.

33. The Executive Council may request the convening of a special session of the Conference.

34. The Executive Council shall:

(a) Conclude agreements or arrangements with States and international organizations on behalf of the Organization, subject to prior approval by the Conference;

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(b) Conclude agreements with States Parties on behalf of the Organization in connection with Article X and supervise the voluntary fund referred to in Article X;

(c) Approve agreements or arrangements relating to the implementation of verification activities, negotiated by the Technical Secretariat with States Parties.

35. The Executive Council shall consider any issue or matter within its competence affecting this Convention and its implementation, including concerns regarding compliance, and cases of non-compliance, and, as appropriate, inform States Parties and bring the issue or matter to the attention of the Conference.

36. In its consideration of doubts or concerns regarding compliance and cases of non-compliance, including, inter alia, abuse of the rights provided for under this Convention, the Executive Council shall consult with the States Parties involved and, as appropriate, request the State Party to take measures to redress the situation within a specified time. To the extent that the Executive Council considers further action to be necessary, it shall take, inter alia, one or more of the following measures:

(a) Inform all States Parties of the issue or matter;

(b) Bring the issue or matter to the attention of the Conference;

(c) Make recommendations to the Conference regarding measures to redress the situation and to ensure compliance.

The Executive Council shall, in cases of particular gravity and urgency, bring the issue or matter, including relevant information and conclusions, directly to the attention of the United Nations General Assembly and the United Nations Security Council. It shall at the same time inform all States Parties of this step.

D. THE TECHNICAL SECRETARIAT

37. The Technical Secretariat shall assist the Conference and the Executive Council in the performance of their functions. The Technical Secretariat shall carry out the verification measures provided for in this Convention. It shall carry out the other functions entrusted to it under this Convention as well as those functions delegated to it by the Conference and the Executive Council.

38. The Technical Secretariat shall:

(a) Prepare and submit to the Executive Council the draft programme and budget of the Organization;

(b) Prepare and submit to the Executive Council the draft report of the Organization on the implementation of this Convention and such other reports as the Conference or the Executive Council may request;

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(c) Provide administrative and technical support to the Conference, the Executive Council and subsidiary organs;

(d) Address and receive communications on behalf of the Organization to and from States Parties on matters pertaining to the implementation of this Convention;

(e) Provide technical assistance and technical evaluation to States Parties in the implementation of the provisions of this Convention, including evaluation of scheduled and unscheduled chemicals.

39. The Technical Secretariat shall:

(a) Negotiate agreements or arrangements relating to the implementation of verification activities with States Parties, subject to approval by the Executive Council;

(b) Not later than 180 days after entry into force of this Convention, coordinate the establishment and maintenance of permanent stockpiles of emergency and humanitarian assistance by States Parties in accordance with Article X, paragraphs 7 (b) and (c). The Technical Secretariat may inspect the items maintained for serviceability. Lists of items to be stockpiled shall be considered and approved by the Conference pursuant to paragraph 21 (i) above;

(c) Administer the voluntary fund referred to in Article X, compile declarations made by the States Parties and register, when requested, bilateral agreements concluded between States Parties or between a State Party and the Organization for the purposes of Article X.

40. The Technical Secretariat shall inform the Executive Council of any problem that has arisen with regard to the discharge of its functions, including doubts, ambiguities or uncertainties about compliance with this Convention that have come to its notice in the performance of its verification activities and that it has been unable to resolve or clarify through its consultations with the State Party concerned.

41. The Technical Secretariat shall comprise a Director-General, who shall be its head and chief administrative officer, inspectors and such scientific, technical and other personnel as may be required.

42. The Inspectorate shall be a unit of the Technical Secretariat and shall act under the supervision of the Director-General.

43. The Director-General shall be appointed by the Conference upon the recommendation of the Executive Council for a term of four years, renewable for one further term, but not thereafter.

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44. The Director-General shall be responsible to the Conference and the Executive Council for the appointment of the staff and the organization and functioning of the Technical Secretariat. The paramount consideration in the employment of the staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence and integrity. Only citizens of States Parties shall serve as the Director-General, as inspectors or as other members of the professional and clerical staff. Due regard shall be paid to the importance of recruiting the staff on as wide a geographical basis as possible. Recruitment shall be guided by the principle that the staff shall be kept to a minimum necessary for the proper discharge of the responsibilities of the Technical Secretariat.

45. The Director-General shall be responsible for the organization and functioning of the Scientific Advisory Board referred to in paragraph 21 (h). The Director-General shall, in consultation with States Parties, appoint members of the Scientific Advisory Board, who shall serve in their individual capacity. The members of the Board shall be appointed on the basis of their expertise in the particular scientific fields relevant to the implementation of this Convention. The Director-General may also, as appropriate, in consultation with members of the Board, establish temporary working groups of scientific experts to provide recommendations on specific issues. In regard to the above, States Parties may submit lists of experts to the Director-General.

46. In the performance of their duties, the Director-General, the inspectors and the other members of the staff shall not seek or receive instructions from any Government or from any other source external to the Organization. They shall refrain from any action that might reflect on their positions as international officers responsible only to the Conference and the Executive Council.

47. Each State Party shall respect the exclusively international character of the responsibilities of the Director-General, the inspectors and the other members of the staff and not seek to influence them in the discharge of their responsibilities.

E. PRIVILEGES AND IMMUNITIES

48. The Organization shall enjoy on the territory and in any other place under the jurisdiction or control of a State Party such legal capacity and such privileges and immunities as are necessary for the exercise of its functions.

49. Delegates of States Parties, together with their alternates and advisers, representatives appointed to the Executive Council together with their alternates and advisers, the Director-General and the staff of the Organization shall enjoy such privileges and immunities as are necessary in the independent exercise of their functions in connection with the Organization.

50. The legal capacity, privileges, and immunities referred to in this Article shall be defined in agreements between the Organization and the States Parties as well as in an agreement between the Organization and the State in which the headquarters of the Organization is seated. These agreements shall be considered and approved by the Conference pursuant to paragraph 21 (i).

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51. Notwithstanding paragraphs 48 and 49, the privileges and immunities enjoyed by the Director-General and the staff of the Technical Secretariat during the conduct of verification activities shall be those set forth in Part II, Section B, of the Verification Annex.

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ARTICLE IX

CONSULTATIONS, COOPERATION AND FACT-FINDING

1. States Parties shall consult and cooperate, directly among themselves, or through the Organization or other appropriate international procedures, including procedures within the framework of the United Nations and in accordance with its Charter, on any matter which may be raised relating to the object and purpose, or the implementation of the provisions, of this Convention.

2. Without prejudice to the right of any State Party to request a challenge inspection, States Parties should, whenever possible, first make every effort to clarify and resolve, through exchange of information and consultations among themselves, any matter which may cause doubt about compliance with this Convention, or which gives rise to concerns about a related matter which may be considered ambiguous. A State Party which receives a request from another State Party for clarification of any matter which the requesting State Party believes causes such a doubt or concern shall provide the requesting State Party as soon as possible, but in any case not later than 10 days after the request, with information sufficient to answer the doubt or concern raised along with an explanation of how the information provided resolves the matter. Nothing in this Convention shall affect the right of any two or more States Parties to arrange by mutual consent for inspections or any other procedures among themselves to clarify and resolve any matter which may cause doubt about compliance or gives rise to a concern about a related matter which may be considered ambiguous. Such arrangements shall not affect the rights and obligations of any State Party under other provisions of this Convention.

Procedure for requesting clarification

3. A State Party shall have the right to request the Executive Council to assist in clarifying any situation which may be considered ambiguous or which gives rise to a concern about the possible non-compliance of another State Party with this Convention. The Executive Council shall provide appropriate information in its possession relevant to such a concern.

4. A State Party shall have the right to request the Executive Council to obtain clarification from another State Party on any situation which may be considered ambiguous or which gives rise to a concern about its possible non-compliance with this Convention. In such a case, the following shall apply:

   (a) The Executive Council shall forward the request for clarification to the State Party concerned through the Director-General not later than 24 hours after its receipt;

   (b) The requested State Party shall provide the clarification to the Executive Council as soon as possible, but in any case not later than 10 days after the receipt of the request;

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(c) The Executive Council shall take note of the clarification and forward it to the requesting State Party not later than 24 hours after its receipt;

(d) If the requesting State Party deems the clarification to be inadequate, it shall have the right to request the Executive Council to obtain from the requested State Party further clarification;

(e) For the purpose of obtaining further clarification requested under subparagraph (d), the Executive Council may call on the Director-General to establish a group of experts from the Technical Secretariat, or if appropriate staff are not available in the Technical Secretariat, from elsewhere, to examine all available information and data relevant to the situation causing the concern. The group of experts shall submit a factual report to the Executive Council on its findings;

(f) If the requesting State Party considers the clarification obtained under subparagraphs (d) and (e) to be unsatisfactory, it shall have the right to request a special session of the Executive Council in which States Parties involved that are not members of the Executive Council shall be entitled to take part. In such a special session, the Executive Council shall consider the matter and may recommend any measure it deems appropriate to resolve the situation.

5. A State Party shall also have the right to request the Executive Council to clarify any situation which has been considered ambiguous or has given rise to a concern about its possible non-compliance with this Convention. The Executive Council shall respond by providing such assistance as appropriate.

6. The Executive Council shall inform the States Parties about any request for clarification provided in this Article.

7. If the doubt or concern of a State Party about a possible non-compliance has not been resolved within 60 days after the submission of the request for clarification to the Executive Council, or it believes its doubts warrant urgent consideration, notwithstanding its right to request a challenge inspection, it may request a special session of the Conference in accordance with Article VIII, paragraph 12 (c). At such a special session, the Conference shall consider the matter and may recommend any measure it deems appropriate to resolve the situation.

Procedures for challenge inspections

8. Each State Party has the right to request an on-site challenge inspection of any facility or location in the territory or in any other place under the jurisdiction or control of any other State Party for the sole purpose of clarifying and resolving any questions concerning possible non-compliance with the provisions of this Convention, and to have this inspection conducted anywhere without delay by an inspection team designated by the Director-General and in accordance with the Verification Annex.

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9. Each State Party is under the obligation to keep the inspection request within the scope of this Convention and to provide in the inspection request all appropriate information on the basis of which a concern has arisen regarding possible non-compliance with this Convention as specified in the Verification Annex. Each State Party shall refrain from unfounded inspection requests, care being taken to avoid abuse. The challenge inspection shall be carried out for the sole purpose of determining facts relating to the possible non-compliance.

10. For the purpose of verifying compliance with the provisions of this Convention, each State Party shall permit the Technical Secretariat to conduct the on-site challenge inspection pursuant to paragraph 8.

11. Pursuant to a request for a challenge inspection of a facility or location, and in accordance with the procedures provided for in the Verification Annex, the inspected State Party shall have:

(a) The right and the obligation to make every reasonable effort to demonstrate its compliance with this Convention and, to this end, to enable the inspection team to fulfil its mandate;

(b) The obligation to provide access within the requested site for the sole purpose of establishing facts relevant to the concern regarding possible non-compliance; and

(c) The right to take measures to protect sensitive installations, and to prevent disclosure of confidential information and data, not related to this Convention.

12. With regard to an observer, the following shall apply:

(a) The requesting State Party may, subject to the agreement of the inspected State Party, send a representative who may be a national either of the requesting State Party or of a third State Party, to observe the conduct of the challenge inspection.

(b) The inspected State Party shall then grant access to the observer in accordance with the Verification Annex.

(c) The inspected State Party shall, as a rule, accept the proposed observer, but if the inspected State Party exercises a refusal, that fact shall be recorded in the final report.

13. The requesting State Party shall present an inspection request for an on-site challenge inspection to the Executive Council and at the same time to the Director-General for immediate processing.

14. The Director-General shall immediately ascertain that the inspection request meets the requirements specified in Part X, paragraph 4, of the Verification Annex, and, if necessary, assist the requesting State Party in filing the inspection request

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accordingly. When the inspection request fulfils the requirements, preparations for the challenge inspection shall begin.

15. The Director-General shall transmit the inspection request to the inspected State Party not less than 12 hours before the planned arrival of the inspection team at the point of entry.

16. After having received the inspection request, the Executive Council shall take cognizance of the Director-General's actions on the request and shall keep the case under its consideration throughout the inspection procedure. However, its deliberations shall not delay the inspection process.

17. The Executive Council may, not later than 12 hours after having received the inspection request, decide by a three-quarter majority of all its members against carrying out the challenge inspection, if it considers the inspection request to be frivolous, abusive or clearly beyond the scope of this Convention as described in paragraph 8. Neither the requesting nor the inspected State Party shall participate in such a decision. If the Executive Council decides against the challenge inspection, preparations shall be stopped, no further action on the inspection request shall be taken, and the States Parties concerned shall be informed accordingly.

18. The Director-General shall issue an inspection mandate for the conduct of the challenge inspection. The inspection mandate shall be the inspection request referred to in paragraphs 8 and 9 put into operational terms, and shall conform with the inspection request.

19. The challenge inspection shall be conducted in accordance with Part X or, in the case of alleged use, in accordance with Part XI of the Verification Annex. The inspection team shall be guided by the principle of conducting the challenge inspection in the least intrusive manner possible, consistent with the effective and timely accomplishment of its mission.

20. The inspected State Party shall assist the inspection team throughout the challenge inspection and facilitate its task. If the inspected State Party proposes, pursuant to Part X, Section C, of the Verification Annex, arrangements to demonstrate compliance with this Convention, alternative to full and comprehensive access, it shall make every reasonable effort, through consultations with the inspection team, to reach agreement on the modalities for establishing the facts with the aim of demonstrating its compliance.

21. The final report shall contain the factual findings as well as an assessment by the inspection team of the degree and nature of access and cooperation granted for the satisfactory implementation of the challenge inspection. The Director-General shall promptly transmit the final report of the inspection team to the requesting State Party, to the inspected State Party, to the Executive Council and to all other States Parties. The Director-General shall further transmit promptly to the Executive Council the assessments of the requesting and of the inspected States Parties, as well as the views of other States Parties which may be conveyed to the Director-General for that purpose, and then provide them to all States Parties.

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22. The Executive Council shall, in accordance with its powers and functions, review the final report of the inspection team as soon as it is presented, and address any concerns as to:

(a) Whether any non-compliance has occurred;

(b) Whether the request had been within the scope of this Convention; and

(c) Whether the right to request a challenge inspection had been abused.

23. If the Executive Council reaches the conclusion, in keeping with its powers and functions, that further action may be necessary with regard to paragraph 22, it shall take the appropriate measures to redress the situation and to ensure compliance with this Convention, including specific recommendations to the Conference. In the case of abuse, the Executive Council shall examine whether the requesting State Party should bear any of the financial implications of the challenge inspection.

24. The requesting State Party and the inspected State Party shall have the right to participate in the review process. The Executive Council shall inform the States Parties and the next session of the Conference of the outcome of the process.

25. If the Executive Council has made specific recommendations to the Conference, the Conference shall consider action in accordance with Article XII.

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ARTICLE X

ASSISTANCE AND PROTECTION AGAINST CHEMICAL WEAPONS

1. For the purposes of this Article, "Assistance" means the coordination and delivery to States Parties of protection against chemical weapons, including, inter alia, the following: detection equipment and alarm systems; protective equipment; decontamination equipment and decontaminants; medical antidotes and treatments; and advice on any of these protective measures.

2. Nothing in this Convention shall be interpreted as impeding the right of any State Party to conduct research into, develop, produce, acquire, transfer or use means of protection against chemical weapons, for purposes not prohibited under this Convention.

3. Each State Party undertakes to facilitate, and shall have the right to participate in, the fullest possible exchange of equipment, material and scientific and technological information concerning means of protection against chemical weapons.

4. For the purposes of increasing the transparency of national programmes related to protective purposes, each State Party shall provide annually to the Technical Secretariat information on its programme, in accordance with procedures to be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

5. The Technical Secretariat shall establish, not later than 180 days after entry into force of this Convention and maintain, for the use of any requesting State Party, a data bank containing freely available information concerning various means of protection against chemical weapons as well as such information as may be provided by States Parties.

   The Technical Secretariat shall also, within the resources available to it, and at the request of a State Party, provide expert advice and assist the State Party in identifying how its programmes for the development and improvement of a protective capacity against chemical weapons could be implemented.

6. Nothing in this Convention shall be interpreted as impeding the right of States Parties to request and provide assistance bilaterally and to conclude individual agreements with other States Parties concerning the emergency procurement of assistance.

7. Each State Party undertakes to provide assistance through the Organization and to this end to elect to take one or more of the following measures:

   (a) To contribute to the voluntary fund for assistance to be established by the Conference at its first session;

   (b) To conclude, if possible not later than 180 days after this Convention enters into force for it, agreements with the Organization concerning the procurement, upon demand, of assistance;

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(c) To declare, not later than 180 days after this Convention enters into force for it, the kind of assistance it might provide in response to an appeal by the Organization. If, however, a State Party subsequently is unable to provide the assistance envisaged in its declaration, it is still under the obligation to provide assistance in accordance with this paragraph.

8. Each State Party has the right to request and, subject to the procedures set forth in paragraphs 9, 10 and 11, to receive assistance and protection against the use or threat of use of chemical weapons if it considers that:

(a) Chemical weapons have been used against it;

(b) Riot control agents have been used against it as a method of warfare; or

(c) It is threatened by actions or activities of any State that are prohibited for States Parties by Article I.

9. The request, substantiated by relevant information, shall be submitted to the Director-General, who shall transmit it immediately to the Executive Council and to all States Parties. The Director-General shall immediately forward the request to States Parties which have volunteered, in accordance with paragraphs 7 (b) and (c), to dispatch emergency assistance in case of use of chemical weapons or use of riot control agents as a method of warfare, or humanitarian assistance in case of serious threat of use of chemical weapons or serious threat of use of riot control agents as a method of warfare to the State Party concerned not later than 12 hours after receipt of the request. The Director-General shall initiate, not later than 24 hours after receipt of the request, an investigation in order to provide foundation for further action. He shall complete the investigation within 72 hours and forward a report to the Executive Council. If additional time is required for completion of the investigation, an interim report shall be submitted within the same time-frame. The additional time required for investigation shall not exceed 72 hours. It may, however, be further extended by similar periods. Reports at the end of each additional period shall be submitted to the Executive Council. The investigation shall, as appropriate and in conformity with the request and the information accompanying the request, establish relevant facts related to the request as well as the type and scope of supplementary assistance and protection needed.

10. The Executive Council shall meet not later than 24 hours after receiving an investigation report to consider the situation and shall take a decision by simple majority within the following 24 hours on whether to instruct the Technical Secretariat to provide supplementary assistance. The Technical Secretariat shall immediately transmit to all States Parties and relevant international organizations the investigation report and the decision taken by the Executive Council. When so decided by the Executive Council, the Director-General shall provide assistance immediately. For this purpose, the Director-General may cooperate with the requesting State Party, other States Parties and relevant international organizations. The States Parties shall make the fullest possible efforts to provide assistance.

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11. If the information available from the ongoing investigation or other reliable sources would give sufficient proof that there are victims of use of chemical weapons and immediate action is indispensable, the Director-General shall notify all States Parties and shall take emergency measures of assistance, using the resources the Conference has placed at his disposal for such contingencies. The Director-General shall keep the Executive Council informed of actions undertaken pursuant to this paragraph.

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ARTICLE XI

ECONOMIC AND TECHNOLOGICAL DEVELOPMENT

1. The provisions of this Convention shall be implemented in a manner which avoids hampering the economic or technological development of States Parties, and international cooperation in the field of chemical activities for purposes not prohibited under this Convention including the international exchange of scientific and technical information and chemicals and equipment for the production, processing or use of chemicals for purposes not prohibited under this Convention.

2. Subject to the provisions of this Convention and without prejudice to the principles and applicable rules of international law, the States Parties shall:

   (a) Have the right, individually or collectively, to conduct research with, to develop, produce, acquire, retain, transfer, and use chemicals;

   (b) Undertake to facilitate, and have the right to participate in, the fullest possible exchange of chemicals, equipment and scientific and technical information relating to the development and application of chemistry for purposes not prohibited under this Convention;

   (c) Not maintain among themselves any restrictions, including those in any international agreements, incompatible with the obligations undertaken under this Convention, which would restrict or impede trade and the development and promotion of scientific and technological knowledge in the field of chemistry for industrial, agricultural, research, medical, pharmaceutical or other peaceful purposes;

   (d) Not use this Convention as grounds for applying any measures other than those provided for, or permitted, under this Convention nor use any other international agreement for pursuing an objective inconsistent with this Convention;

   (e) Undertake to review their existing national regulations in the field of trade in chemicals in order to render them consistent with the object and purpose of this Convention.

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ARTICLE XII

MEASURES TO REDRESS A SITUATION AND TO ENSURE COMPLIANCE, INCLUDING SANCTIONS

1. The Conference shall take the necessary measures, as set forth in paragraphs 2, 3 and 4, to ensure compliance with this Convention and to redress and remedy any situation which contravenes the provisions of this Convention. In considering action pursuant to this paragraph, the Conference shall take into account all information and recommendations on the issues submitted by the Executive Council.

2. In cases where a State Party has been requested by the Executive Council to take measures to redress a situation raising problems with regard to its compliance, and where the State Party fails to fulfil the request within the specified time, the Conference may, inter alia, upon the recommendation of the Executive Council, restrict or suspend the State Party's rights and privileges under this Convention until it undertakes the necessary action to conform with its obligations under this Convention.

3. In cases where serious damage to the object and purpose of this Convention may result from activities prohibited under this Convention, in particular by Article I, the Conference may recommend collective measures to States Parties in conformity with international law.

4. The Conference shall, in cases of particular gravity, bring the issue, including relevant information and conclusions, to the attention of the United Nations General Assembly and the United Nations Security Council.

ARTICLE XIII

RELATION TO OTHER INTERNATIONAL AGREEMENTS

Nothing in this Convention shall be interpreted as in any way limiting or detracting from the obligations assumed by any State under the Protocol for the Prohibition of the Use in War of Asphyxiating, Poisonous or Other Gases, and of Bacteriological Methods of Warfare, signed at Geneva on 17 June 1925, and under the Convention on the Prohibition of the Development, Production and Stockpiling of Bacteriological (Biological) and Toxin Weapons and on Their Destruction, signed at London, Moscow and Washington on 10 April 1972.

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ARTICLE XIV

SETTLEMENT OF DISPUTES

1. Disputes that may arise concerning the application or the interpretation of this Convention shall be settled in accordance with the relevant provisions of this Convention and in conformity with the provisions of the Charter of the United Nations.

2. When a dispute arises between two or more States Parties, or between one or more States Parties and the Organization, relating to the interpretation or application of this Convention, the parties concerned shall consult together with a view to the expeditious settlement of the dispute by negotiation or by other peaceful means of the parties' choice, including recourse to appropriate organs of this Convention and, by mutual consent, referral to the International Court of Justice in conformity with the Statute of the Court. The States Parties involved shall keep the Executive Council informed of actions being taken.

3. The Executive Council may contribute to the settlement of a dispute by whatever means it deems appropriate, including offering its good offices, calling upon the States Parties to a dispute to start the settlement process of their choice and recommending a time-limit for any agreed procedure.

4. The Conference shall consider questions related to disputes raised by States Parties or brought to its attention by the Executive Council. The Conference shall, as it finds necessary, establish or entrust organs with tasks related to the settlement of these disputes in conformity with Article VIII, paragraph 21 (f).

5. The Conference and the Executive Council are separately empowered, subject to authorization from the General Assembly of the United Nations, to request the International Court of Justice to give an advisory opinion on any legal question arising within the scope of the activities of the Organization. An agreement between the Organization and the United Nations shall be concluded for this purpose in accordance with Article VIII, paragraph 34 (a).

6. This Article is without prejudice to Article IX or to the provisions on measures to redress a situation and to ensure compliance, including sanctions.

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ARTICLE XV

AMENDMENTS

1. Any State Party may propose amendments to this Convention. Any State Party may also propose changes, as specified in paragraph 4, to the Annexes of this Convention. Proposals for amendments shall be subject to the procedures in paragraphs 2 and 3. Proposals for changes, as specified in paragraph 4, shall be subject to the procedures in paragraph 5.

2. The text of a proposed amendment shall be submitted to the Director-General for circulation to all States Parties and to the Depositary. The proposed amendment shall be considered only by an Amendment Conference. Such an Amendment Conference shall be convened if one third or more of the States Parties notify the Director-General not later than 30 days after its circulation that they support further consideration of the proposal. The Amendment Conference shall be held immediately following a regular session of the Conference unless the requesting States Parties ask for an earlier meeting. In no case shall an Amendment Conference be held less than 60 days after the circulation of the proposed amendment.

3. Amendments shall enter into force for all States Parties 30 days after deposit of the instruments of ratification or acceptance by all the States Parties referred to under subparagraph (b) below:

   (a) When adopted by the Amendment Conference by a positive vote of a majority of all States Parties with no State Party casting a negative vote; and

   (b) Ratified or accepted by all those States Parties casting a positive vote at the Amendment Conference.

4. In order to ensure the viability and the effectiveness of this Convention, provisions in the Annexes shall be subject to changes in accordance with paragraph 5, if proposed changes are related only to matters of an administrative or technical nature. All changes to the Annex on Chemicals shall be made in accordance with paragraph 5. Sections A and C of the Confidentiality Annex, Part X of the Verification Annex, and those definitions in Part I of the Verification Annex which relate exclusively to challenge inspections, shall not be subject to changes in accordance with paragraph 5.

5. Proposed changes referred to in paragraph 4 shall be made in accordance with the following procedures:

   (a) The text of the proposed changes shall be transmitted together with the necessary information to the Director-General. Additional information for the evaluation of the proposal may be provided by any State Party and the Director-General. The Director-General shall promptly communicate any such proposals and information to all States Parties, the Executive Council and the Depositary;

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(b) Not later than 60 days after its receipt, the Director-General shall evaluate the proposal to determine all its possible consequences for the provisions of this Convention and its implementation and shall communicate any such information to all States Parties and the Executive Council;

(c) The Executive Council shall examine the proposal in the light of all information available to it, including whether the proposal fulfils the requirements of paragraph 4. Not later than 90 days after its receipt, the Executive Council shall notify its recommendation, with appropriate explanations, to all States Parties for consideration. States Parties shall acknowledge receipt within 10 days;

(d) If the Executive Council recommends to all States Parties that the proposal be adopted, it shall be considered approved if no State Party objects to it within 90 days after receipt of the recommendation. If the Executive Council recommends that the proposal be rejected, it shall be considered rejected if no State Party objects to the rejection within 90 days after receipt of the recommendation;

(e) If a recommendation of the Executive Council does not meet with the acceptance required under subparagraph (d), a decision on the proposal, including whether it fulfils the requirements of paragraph 4, shall be taken as a matter of substance by the Conference at its next session;

(f) The Director-General shall notify all States Parties and the Depositary of any decision under this paragraph;

(g) Changes approved under this procedure shall enter into force for all States Parties 180 days after the date of notification by the Director-General of their approval unless another time period is recommended by the Executive Council or decided by the Conference.

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ARTICLE XVI

DURATION AND WITHDRAWAL

1. This Convention shall be of unlimited duration.

2. Each State Party shall, in exercising its national sovereignty, have the right to withdraw from this Convention if it decides that extraordinary events, related to the subject-matter of this Convention, have jeopardized the supreme interests of its country. It shall give notice of such withdrawal 90 days in advance to all other States Parties, the Executive Council, the Depositary and the United Nations Security Council. Such notice shall include a statement of the extraordinary events it regards as having jeopardized its supreme interests.

3. The withdrawal of a State Party from this Convention shall not in any way affect the duty of States to continue fulfilling the obligations assumed under any relevant rules of international law, particularly the Geneva Protocol of 1925.

ARTICLE XVII

STATUS OF THE ANNEXES

The Annexes form an integral part of this Convention. Any reference to this Convention includes the Annexes.

ARTICLE XVIII

SIGNATURE

This Convention shall be open for signature for all States before its entry into force.

ARTICLE XIX

RATIFICATION

This Convention shall be subject to ratification by States Signatories according to their respective constitutional processes.

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ARTICLE XX

ACCESSION

Any State which does not sign this Convention before its entry into force may accede to it at any time thereafter.

ARTICLE XXI

ENTRY INTO FORCE

1. This Convention shall enter into force 180 days after the date of the deposit of the 65th instrument of ratification, but in no case earlier than two years after its opening for signature.

2. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Convention, it shall enter into force on the 30th day following the date of deposit of their instrument of ratification or accession.

ARTICLE XXII

RESERVATIONS

The Articles of this Convention shall not be subject to reservations. The Annexes of this Convention shall not be subject to reservations incompatible with its object and purpose.

ARTICLE XXIII

DEPOSITARY

The Secretary-General of the United Nations is hereby designated as the Depositary of this Convention and shall, inter alia:

(a) Promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification or accession and the date of the entry into force of this Convention, and of the receipt of other notices;

(b) Transmit duly certified copies of this Convention to the Governments of all signatory and acceding States; and

(c) Register this Convention pursuant to Article 102 of the Charter of the United Nations.

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ARTICLE XXIV

AUTHENTIC TEXTS

This Convention, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Convention.

Done at Paris on the thirteenth day of January, one thousand nine hundred and ninety-three.

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ANNEX ON CHEMICALS

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A. GUIDELINES FOR SCHEDULES OF CHEMICALS

Guidelines for Schedule 1

1. The following criteria shall be taken into account in considering whether a toxic chemical or precursor should be included in Schedule 1:

   (a) It has been developed, produced, stockpiled or used as a chemical weapon as defined in Article II;

   (b) It poses otherwise a high risk to the object and purpose of this Convention by virtue of its high potential for use in activities prohibited under this Convention because one or more of the following conditions are met:

      (i) It possesses a chemical structure closely related to that of other toxic chemicals listed in Schedule 1, and has, or can be expected to have, comparable properties;

      (ii) It possesses such lethal or incapacitating toxicity as well as other properties that would enable it to be used as a chemical weapon;

      (iii) It may be used as a precursor in the final single technological stage of production of a toxic chemical listed in Schedule 1, regardless of whether this stage takes place in facilities, in munitions or elsewhere;

   (c) It has little or no use for purposes not prohibited under this Convention.

Guidelines for Schedule 2

2. The following criteria shall be taken into account in considering whether a toxic chemical not listed in Schedule 1 or a precursor to a Schedule 1 chemical or to a chemical listed in Schedule 2, part A, should be included in Schedule 2:

   (a) It poses a significant risk to the object and purpose of this Convention because it possesses such lethal or incapacitating toxicity as well as other properties that could enable it to be used as a chemical weapon;

   (b) It may be used as a precursor in one of the chemical reactions at the final stage of formation of a chemical listed in Schedule 1 or Schedule 2, part A;

   (c) It poses a significant risk to the object and purpose of this Convention by virtue of its importance in the production of a chemical listed in Schedule 1 or Schedule 2, part A;

   (d) It is not produced in large commercial quantities for purposes not prohibited under this Convention.

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Guidelines for Schedule 3

3. The following criteria shall be taken into account in considering whether a toxic chemical or precursor, not listed in other Schedules, should be included in Schedule 3:

(a) It has been produced, stockpiled or used as a chemical weapon;

(b) It poses otherwise a risk to the object and purpose of this Convention because it possesses such lethal or incapacitating toxicity as well as other properties that might enable it to be used as a chemical weapon;

(c) It poses a risk to the object and purpose of this Convention by virtue of its importance in the production of one or more chemicals listed in Schedule 1 or Schedule 2, part B;

(d) It may be produced in large commercial quantities for purposes not prohibited under this Convention.

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B. SCHEDULES OF CHEMICALS

The following Schedules list toxic chemicals and their precursors. For the purpose of implementing this Convention, these Schedules identify chemicals for the application of verification measures according to the provisions of the Verification Annex. Pursuant to Article II, subparagraph 1 (a), these Schedules do not constitute a definition of chemical weapons.

(Whenever reference is made to groups of dialkylated chemicals, followed by a list of alkyl groups in parentheses, all chemicals possible by all possible combinations of alkyl groups listed in the parentheses are considered as listed in the respective Schedule as long as they are not explicitly exempted. A chemical marked "*" on Schedule 2, part A, is subject to special thresholds for declaration and verification, as specified in Part VII of the Verification Annex.)

Schedule 1		(CAS registry number)
A.	Toxic chemicals:	
(1)	O-Alkyl ($\leq C_{10}$, incl. cycloalkyl) alkyl (Me, Et, n-Pr or i-Pr)-phosphonofluoridates	
	e.g. Sarin: O-Isopropyl methylphosphonofluoridate	(107-44-8)
	Soman: O-Pinacolyl methylphosphonofluoridate	(96-64-0)
(2)	O-Alkyl ($\leq C_{10}$, incl. cycloalkyl) N,N-dialkyl (Me, Et, n-Pr or i-Pr) phosphoramidocyanidates	
	e.g. Tabun: O-Ethyl N,N-dimethyl phosphoramidocyanidate	(77-81-6)
(3)	O-Alkyl (H or $\leq C_{10}$, incl. cycloalkyl) S-2-dialkyl (Me, Et, n-Pr or i-Pr)-aminoethyl alkyl (Me, Et, n-Pr or i-Pr) phosphonothiolates and corresponding alkylated or protonated salts	
	e.g. VX: O-Ethyl S-2-diisopropylaminoethyl methyl phosphonothiolate	(50782-69-9)
(4)	Sulfur mustards:	
	2-Chloroethylchloromethylsulfide	(2625-76-5)
	Mustard gas: Bis(2-chloroethyl)sulfide	(505-60-2)
	Bis(2-chloroethylthio)methane	(63869-13-6)
	Sesquimustard: 1,2-Bis(2-chloroethylthio)ethane	(3563-36-8)
	1,3-Bis(2-chloroethylthio)-n-propane	(63905-10-2)
	1,4-Bis(2-chloroethylthio)-n-butane	(142868-93-7)
	1,5-Bis(2-chloroethylthio)-n-pentane	(142868-94-8)
	Bis(2-chloroethylthiomethyl)ether	(63918-90-1)
	O-Mustard: Bis(2-chloroethylthioethyl)ether	(63918-89-8)

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(5) Lewisites:

Lewisite 1: 2-Chlorovinyldichloroarsine (541-25-3)
Lewisite 2: Bis(2-chlorovinyl)chloroarsine (40334-69-8)
Lewisite 3: Tris(2-chlorovinyl)arsine (40334-70-1)

(6) Nitrogen mustards:

HN1: Bis(2-chloroethyl)ethylamine (538-07-8)
HN2: Bis(2-chloroethyl)methylamine (51-75-2)
HN3: Tris(2-chloroethyl)amine (555-77-1)

(7) Saxitoxin (35523-89-8)

(8) Ricin (9009-86-3)

(13) P-alkyl (H or $\leq C_{10}$, incl. cycloalkyl) N-(1-(dialkyl($\leq C_{10}$, incl. cycloalkyl)amino))alkylidene(H or $\leq C_{10}$, incl. cycloalkyl) phosphonamidic fluorides and corresponding alkylated or protonated salts

e.g. N-(1-(di-n-decylamino)-n-decylidene)-P-decylphosphonamidic fluoride (2387495-99-8)
Methyl-(1-(diethylamino)ethylidene)phosphonamidofluoridate (2387496-12-8)

(14) O-alkyl (H or $\leq C_{10}$, incl. cycloalkyl) N-(1-(dialkyl($\leq C_{10}$, incl. cycloalkyl)amino))alkylidene(H or $\leq C_{10}$, incl. cycloalkyl) phosphoramidofluoridates and corresponding alkylated or protonated salts

e.g. O-n-Decyl N-(1-(di-n-decylamino)-n-decylidene)phosphoramidofluoridate (2387496-00-4)
Methyl (1-(diethylamino)ethylidene)phosphoramidofluoridate (2387496-04-8)
Ethyl (1-(diethylamino)ethylidene)phosphoramidofluoridate (2387496-06-0)

(15) Methyl-(bis(diethylamino)methylene)phosphonamidofluoridate (2387496-14-0)

(16) Carbamates (quaternaries and bisquaternaries of dimethylcarbamoyloxypyridines)
Quaternaries of dimethylcarbamoyloxypyridines:

1-[N,N-dialkyl(≤C10)-N-(n-(hydroxyl, cyano, acetoxy)alkyl(≤C10)) ammonio]-n-[N-(3-dimethylcarbamoxy-α-picolinyl)-N,N-dialkyl(≤C10) ammonio]decane dibromide (n=1-8)

e.g. 1-[N,N-dimethyl-N-(2-hydroxy)ethylammonio]-10-[N-(3-dimethylcarbamoxy-α-picolinyl)-N,N-dimethylammonio]decane dibromide (77104-62-2)

Bisquaternaries of dimethylcarbamoyloxypyridines:
1,n-Bis[N-(3-dimethylcarbamoxy-α-picolyl)-N,N-dialkyl(≤C10) ammonio]-alkane-(2,(n-1)-dione) dibromide (n=2-12)

e.g. 1,10-Bis[N-(3-dimethylcarbamoxy-α-picolyl)-N-ethyl-N-methylammonio]decane-2,9-dione dibromide (77104-00-8)

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B. Precursors:

(9) Alkyl (Me, Et, n-Pr or i-Pr) phosphonyldifluorides

e.g. DF: Methylphosphonyldifluoride (676-99-3)

(10) O-Alkyl (H or $\leq C_{10}$, incl. cycloalkyl) O-2-dialkyl (Me, Et, n-Pr or i-Pr)-aminoethyl alkyl (Me, Et, n-Pr or i-Pr) phosphonites and corresponding alkylated or protonated salts

e.g. QL: O-Ethyl O-2-diisopropylaminoethyl methylphosphonite (57856-11-8)

(11) Chlorosarin: O-Isopropyl methylphosphonochloridate (1445-76-7)

(12) Chlorosoman: O-Pinacolyl methylphosphonochloridate (7040-57-5)

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Schedule 2

A. Toxic chemicals:

(1) Amiton: O,O-Diethyl S-[2-(diethylamino)ethyl] phosphorothiolate (78-53-5)
and corresponding alkylated or protonated salts

(2) PFIB: 1,1,3,3,3-Pentafluoro-2-(trifluoromethyl)-1-propene (382-21-8)

(3) BZ: 3-Quinuclidinyl benzilate (*) (6581-06-2)

B. Precursors:

(4) Chemicals, except for those listed in Schedule 1, containing a phosphorus atom to which is bonded one methyl, ethyl or propyl (normal or iso) group but not further carbon atoms,

e.g. Methylphosphonyl dichloride (676-97-1)
Dimethyl methylphosphonate (756-79-6)

Exemption: Fonofos: O-Ethyl S-phenyl ethylphosphonothiolothionate (944-22-9)

(5) N,N-Dialkyl (Me, Et, n-Pr or i-Pr) phosphoramidic dihalides

(6) Dialkyl (Me, Et, n-Pr or i-Pr) N,N-dialkyl (Me, Et, n-Pr or i-Pr)-phosphoramidates

(7) Arsenic trichloride (7784-34-1)

(8) 2,2-Diphenyl-2-hydroxyacetic acid (76-93-7)

(9) Quinuclidin-3-ol (1619-34-7)

(10) N,N-Dialkyl (Me, Et, n-Pr or i-Pr) aminoethyl-2-chlorides and corresponding protonated salts

(11) N,N-Dialkyl (Me, Et, n-Pr or i-Pr) aminoethane-2-ols and corresponding protonated salts

Exemptions: N,N-Dimethylaminoethanol (108-01-0)
and corresponding protonated salts
N,N-Diethylaminoethanol (100-37-8)
and corresponding protonated salts

(12) N,N-Dialkyl (Me, Et, n-Pr or i-Pr) aminoethane-2-thiols and corresponding protonated salts

(13) Thiodiglycol: Bis(2-hydroxyethyl)sulfide (111-48-8)

(14) Pinacolyl alcohol: 3,3-Dimethylbutan-2-ol (464-07-3)

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(2)	Cyanogen chloride	(506-77-4)
(3)	Hydrogen cyanide	(74-90-8)
(4)	Chloropicrin: Trichloronitromethane	(76-06-2)
B.	Precursors:	
(5)	Phosphorus oxychloride	(10025-87-3)
(6)	Phosphorus trichloride	(7719-12-2)
(7)	Phosphorus pentachloride	(10026-13-8)
(8)	Trimethyl phosphite	(121-45-9)
(9)	Triethyl phosphite	(122-52-1)
(10)	Dimethyl phosphite	(868-85-9)
(11)	Diethyl phosphite	(762-04-9)
(12)	Sulfur monochloride	(10025-67-9)
(13)	Sulfur dichloride	(10545-99-0)
(14)	Thionyl chloride	(7719-09-7)
(15)	Ethyldiethanolamine	(139-87-7)
(16)	Methyldiethanolamine	(105-59-9)
(17)	Triethanolamine	(102-71-6)

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PART I

DEFINITIONS

1. "Approved Equipment" means the devices and instruments necessary for the performance of the inspection team's duties that have been certified by the Technical Secretariat in accordance with regulations prepared by the Technical Secretariat pursuant to Part II, paragraph 27 of this Annex. Such equipment may also refer to the administrative supplies or recording materials that would be used by the inspection team.

2. "Building" as referred to in the definition of chemical weapons production facility in Article II comprises specialized buildings and standard buildings.

   (a) "Specialized Building" means:

      (i) Any building, including underground structures, containing specialized equipment in a production or filling configuration;

      (ii) Any building, including underground structures, which has distinctive features which distinguish it from buildings normally used for chemical production or filling activities not prohibited under this Convention.

   (b) "Standard Building" means any building, including underground structures, constructed to prevailing industry standards for facilities not producing any chemical specified in Article II, paragraph 8 (a) (i), or corrosive chemicals.

3. "Challenge Inspection" means the inspection of any facility or location in the territory or in any other place under the jurisdiction or control of a State Party requested by another State Party pursuant to Article IX, paragraphs 8 to 25.

4. "Discrete Organic Chemical" means any chemical belonging to the class of chemical compounds consisting of all compounds of carbon except for its oxides, sulfides and metal carbonates, identifiable by chemical name, by structural formula, if known, and by Chemical Abstracts Service registry number, if assigned.

5. "Equipment" as referred to in the definition of chemical weapons production facility in Article II comprises specialized equipment and standard equipment.

   (a) "Specialized Equipment" means:

      (i) The main production train, including any reactor or equipment for product synthesis, separation or purification, any equipment used directly for heat transfer in the final technological stage, such as in reactors or in product separation, as well as any other equipment which has been in contact with any chemical specified in Article II, paragraph 8 (a) (i), or would be in contact with such a chemical if the facility were operated;

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(ii) Any chemical weapon filling machines;

(iii) Any other equipment specially designed, built or installed for the operation of the facility as a chemical weapons production facility, as distinct from a facility constructed according to prevailing commercial industry standards for facilities not producing any chemical specified in Article II, paragraph 8 (a) (i), or corrosive chemicals, such as: equipment made of high-nickel alloys or other special corrosion-resistant material; special equipment for waste control, waste treatment, air filtering, or solvent recovery; special containment enclosures and safety shields; non-standard laboratory equipment used to analyse toxic chemicals for chemical weapons purposes; custom-designed process control panels; or dedicated spares for specialized equipment.

(b) "Standard Equipment" means:

(i) Production equipment which is generally used in the chemical industry and is not included in the types of specialized equipment;

(ii) Other equipment commonly used in the chemical industry, such as: fire-fighting equipment; guard and security/safety surveillance equipment; medical facilities, laboratory facilities; or communications equipment.

6. "Facility" in the context of Article VI means any of the industrial sites as defined below ("plant site", "plant" and "unit").

(a) "Plant Site" (Works, Factory) means the local integration of one or more plants, with any intermediate administrative levels, which are under one operational control, and includes common infrastructure, such as:

(i) Administration and other offices;

(ii) Repair and maintenance shops;

(iii) Medical centre;

(iv) Utilities;

(v) Central analytical laboratory;

(vi) Research and development laboratories;

(vii) Central effluent and waste treatment area; and

(viii) Warehouse storage.

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(b) "Plant" (Production facility, Workshop) means a relatively self-contained area, structure or building containing one or more units with auxiliary and associated infrastructure, such as:

(i) Small administrative section;

(ii) Storage/handling areas for feedstock and products;

(iii) Effluent/waste handling/treatment area;

(iv) Control/analytical laboratory;

(v) First aid service/related medical section; and

(vi) Records associated with the movement into, around and from the site, of declared chemicals and their feedstock or product chemicals formed from them, as appropriate.

(c) "Unit" (Production unit, Process unit) means the combination of those items of equipment, including vessels and vessel set up, necessary for the production, processing or consumption of a chemical.

7. "Facility Agreement" means an agreement or arrangement between a State Party and the Organization relating to a specific facility subject to on-site verification pursuant to Articles IV, V and VI.

8. "Host State" means the State on whose territory lie facilities or areas of another State, Party to this Convention, which are subject to inspection under this Convention.

9. "In-Country Escort" means individuals specified by the inspected State Party and, if appropriate, by the Host State, if they so wish, to accompany and assist the inspection team during the in-country period.

10. "In-Country Period" means the period from the arrival of the inspection team at a point of entry until its departure from the State at a point of entry.

11. "Initial Inspection" means the first on-site inspection of facilities to verify declarations submitted pursuant to Articles III, IV, V and VI and this Annex.

12. "Inspected State Party" means the State Party on whose territory or in any other place under its jurisdiction or control an inspection pursuant to this Convention takes place, or the State Party whose facility or area on the territory of a Host State is subject to such an inspection; it does not, however, include the State Party specified in Part II, paragraph 21 of this Annex.

13. "Inspection Assistant" means an individual designated by the Technical Secretariat as set forth in Part II, Section A, of this Annex to assist inspectors in an inspection or visit, such as medical, security and administrative personnel and interpreters.

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14. "Inspection Mandate" means the instructions issued by the Director-General to the inspection team for the conduct of a particular inspection.

15. "Inspection Manual" means the compilation of additional procedures for the conduct of inspections developed by the Technical Secretariat.

16. "Inspection Site" means any facility or area at which an inspection is carried out and which is specifically defined in the respective facility agreement or inspection request or mandate or inspection request as expanded by the alternative or final perimeter.

17. "Inspection Team" means the group of inspectors and inspection assistants assigned by the Director-General to conduct a particular inspection.

18. "Inspector" means an individual designated by the Technical Secretariat according to the procedures as set forth in Part II, Section A, of this Annex, to carry out an inspection or visit in accordance with this Convention.

19. "Model Agreement" means a document specifying the general form and content for an agreement concluded between a State Party and the Organization for fulfilling the verification provisions specified in this Annex.

20. "Observer" means a representative of a requesting State Party or a third State Party to observe a challenge inspection.

21. "Perimeter" in case of challenge inspection means the external boundary of the inspection site, defined by either geographic coordinates or description on a map.

    (a) "Requested Perimeter" means the inspection site perimeter as specified in conformity with Part X, paragraph 8, of this Annex;

    (b) "Alternative Perimeter" means the inspection site perimeter as specified, alternatively to the requested perimeter, by the inspected State Party; it shall conform to the requirements specified in Part X, paragraph 17, of this Annex;

    (c) "Final Perimeter" means the final inspection site perimeter as agreed in negotiations between the inspection team and the inspected State Party, in accordance with Part X, paragraphs 16 to 21, of this Annex;

    (d) "Declared Perimeter" means the external boundary of the facility declared pursuant to Articles III, IV, V and VI.

22. "Period of Inspection", for the purposes of Article IX, means the period of time from provision of access to the inspection team to the inspection site until its departure from the inspection site, exclusive of time spent on briefings before and after the verification activities.

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23. "Period of Inspection", for the purposes of Articles IV, V and VI, means the period of time from arrival of the inspection team at the inspection site until its departure from the inspection site, exclusive of time spent on briefings before and after the verification activities.

24. "Point of Entry"/"Point of Exit" means a location designated for the in-country arrival of inspection teams for inspections pursuant to this Convention or for their departure after completion of their mission.

25. "Requesting State Party" means a State Party which has requested a challenge inspection pursuant to Article IX.

26. "Tonne" means metric ton, i.e. 1,000 kg.

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PART II

GENERAL RULES OF VERIFICATION

A. DESIGNATION OF INSPECTORS AND INSPECTION ASSISTANTS

1. Not later than 30 days after entry into force of this Convention the Technical Secretariat shall communicate, in writing, to all States Parties the names, nationalities and ranks of the inspectors and inspection assistants proposed for designation, as well as a description of their qualifications and professional experiences.

2. Each State Party shall immediately acknowledge receipt of the list of inspectors and inspection assistants, proposed for designation communicated to it. The State Party shall inform the Technical Secretariat in writing of its acceptance of each inspector and inspection assistant, not later than 30 days after acknowledgement of receipt of the list. Any inspector and inspection assistant included in this list shall be regarded as designated unless a State Party, not later than 30 days after acknowledgement of receipt of the list, declares its non-acceptance in writing. The State Party may include the reason for the objection.

   In the case of non-acceptance, the proposed inspector or inspection assistant shall not undertake or participate in verification activities on the territory or in any other place under the jurisdiction or control of the State Party which has declared its non-acceptance. The Technical Secretariat shall, as necessary, submit further proposals in addition to the original list.

3. Verification activities under this Convention shall only be performed by designated inspectors and inspection assistants.

4. Subject to the provisions of paragraph 5, a State Party has the right at any time to object to an inspector or inspection assistant who has already been designated. It shall notify the Technical Secretariat of its objection in writing and may include the reason for the objection. Such objection shall come into effect 30 days after receipt by the Technical Secretariat. The Technical Secretariat shall immediately inform the State Party concerned of the withdrawal of the designation of the inspector or inspection assistant.

5. A State Party that has been notified of an inspection shall not seek to have removed from the inspection team for that inspection any of the designated inspectors or inspection assistants named in the inspection team list.

6. The number of inspectors or inspection assistants accepted by and designated to a State Party must be sufficient to allow for availability and rotation of appropriate numbers of inspectors and inspection assistants.

7. If, in the opinion of the Director-General, the non-acceptance of proposed inspectors or inspection assistants impedes the designation of a sufficient number of inspectors or inspection assistants or otherwise hampers the effective fulfilment of the tasks of

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the Technical Secretariat, the Director-General shall refer the issue to the Executive Council.

8. Whenever amendments to the above-mentioned lists of inspectors and inspection assistants are necessary or requested, replacement inspectors and inspection assistants shall be designated in the same manner as set forth with respect to the initial list.

9. The members of the inspection team carrying out an inspection of a facility of a State Party located on the territory of another State Party shall be designated in accordance with the procedures set forth in this Annex as applied both to the inspected State Party and the Host State Party.

B. PRIVILEGES AND IMMUNITIES

10. Each State Party shall, not later than 30 days after acknowledgement of receipt of the list of inspectors and inspection assistants or of changes thereto, provide multiple entry/exit and/or transit visas and other such documents to enable each inspector or inspection assistant to enter and to remain on the territory of that State Party for the purpose of carrying out inspection activities. These documents shall be valid for at least two years after their provision to the Technical Secretariat.

11. To exercise their functions effectively, inspectors and inspection assistants shall be accorded privileges and immunities as set forth in subparagraphs (a) to (i). Privileges and immunities shall be granted to members of the inspection team for the sake of this Convention and not for the personal benefit of the individuals themselves. Such privileges and immunities shall be accorded to them for the entire period between arrival on and departure from the territory of the inspected State Party or Host State, and thereafter with respect to acts previously performed in the exercise of their official functions.

(a) The members of the inspection team shall be accorded the inviolability enjoyed by diplomatic agents pursuant to Article 29 of the Vienna Convention on Diplomatic Relations of 18 April 1961.

(b) The living quarters and office premises occupied by the inspection team carrying out inspection activities pursuant to this Convention shall be accorded the inviolability and protection accorded to the premises of diplomatic agents pursuant to Article 30, paragraph 1, of the Vienna Convention on Diplomatic Relations.

(c) The papers and correspondence, including records, of the inspection team shall enjoy the inviolability accorded to all papers and correspondence of diplomatic agents pursuant to Article 30, paragraph 2, of the Vienna Convention on Diplomatic Relations. The inspection team shall have the right to use codes for their communications with the Technical Secretariat.

(d) Samples and approved equipment carried by members of the inspection team shall be inviolable subject to provisions contained in this Convention and

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exempt from all customs duties. Hazardous samples shall be transported in accordance with relevant regulations.

(e) The members of the inspection team shall be accorded the immunities accorded to diplomatic agents pursuant to Article 31, paragraphs 1, 2 and 3, of the Vienna Convention on Diplomatic Relations.

(f) The members of the inspection team carrying out prescribed activities pursuant to this Convention shall be accorded the exemption from dues and taxes accorded to diplomatic agents pursuant to Article 34 of the Vienna Convention on Diplomatic Relations.

(g) The members of the inspection team shall be permitted to bring into the territory of the inspected State Party or Host State Party, without payment of any customs duties or related charges, articles for personal use, with the exception of articles the import or export of which is prohibited by law or controlled by quarantine regulations.

(h) The members of the inspection team shall be accorded the same currency and exchange facilities as are accorded to representatives of foreign Governments on temporary official missions.

(i) The members of the inspection team shall not engage in any professional or commercial activity for personal profit on the territory of the inspected State Party or the Host State.

12. When transiting the territory of non-inspected States Parties, the members of the inspection team shall be accorded the privileges and immunities enjoyed by diplomatic agents pursuant to Article 40, paragraph 1, of the Vienna Convention on Diplomatic Relations. Papers and correspondence, including records, and samples and approved equipment, carried by them, shall be accorded the privileges and immunities set forth in paragraph 11 (c) and (d).

13. Without prejudice to their privileges and immunities the members of the inspection team shall be obliged to respect the laws and regulations of the inspected State Party or Host State and, to the extent that is consistent with the inspection mandate, shall be obliged not to interfere in the internal affairs of that State. If the inspected State Party or Host State Party considers that there has been an abuse of privileges and immunities specified in this Annex, consultations shall be held between the State Party and the Director-General to determine whether such an abuse has occurred and, if so determined, to prevent a repetition of such an abuse.

14. The immunity from jurisdiction of members of the inspection team may be waived by the Director-General in those cases when the Director-General is of the opinion that immunity would impede the course of justice and that it can be waived without prejudice to the implementation of the provisions of this Convention. Waiver must always be express.

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15. Observers shall be accorded the same privileges and immunities accorded to inspectors pursuant to this section, except for those accorded pursuant to paragraph 11 (d).

C. STANDING ARRANGEMENTS

Points of entry

16. Each State Party shall designate the points of entry and shall supply the required information to the Technical Secretariat not later than 30 days after this Convention enters into force for it. These points of entry shall be such that the inspection team can reach any inspection site from at least one point of entry within 12 hours. Locations of points of entry shall be provided to all States Parties by the Technical Secretariat.

17. Each State Party may change the points of entry by giving notice of such change to the Technical Secretariat. Changes shall become effective 30 days after the Technical Secretariat receives such notification to allow appropriate notification to all States Parties.

18. If the Technical Secretariat considers that there are insufficient points of entry for the timely conduct of inspections or that changes to the points of entry proposed by a State Party would hamper such timely conduct of inspections, it shall enter into consultations with the State Party concerned to resolve the problem.

19. In cases where facilities or areas of an inspected State Party are located on the territory of a Host State Party or where the access from the point of entry to the facilities or areas subject to inspection requires transit through the territory of another State Party, the inspected State Party shall exercise the rights and fulfil the obligations concerning such inspections in accordance with this Annex. The Host State Party shall facilitate the inspection of those facilities or areas and shall provide for the necessary support to enable the inspection team to carry out its tasks in a timely and effective manner. States Parties through whose territory transit is required to inspect facilities or areas of an inspected State Party shall facilitate such transit.

20. In cases where facilities or areas of an inspected State Party are located on the territory of a State not Party to this Convention, the inspected State Party shall take all necessary measures to ensure that inspections of those facilities or areas can be carried out in accordance with the provisions of this Annex. A State Party that has one or more facilities or areas on the territory of a State not Party to this Convention shall take all necessary measures to ensure acceptance by the Host State of inspectors and inspection assistants designated to that State Party. If an inspected State Party is unable to ensure access, it shall demonstrate that it took all necessary measures to ensure access.

21. In cases where the facilities or areas sought to be inspected are located on the territory of a State Party, but in a place under the jurisdiction or control of a State not Party to this Convention, the State Party shall take all necessary measures as would be required of an inspected State Party and a Host State Party to ensure that inspections

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of such facilities or areas can be carried out in accordance with the provisions of this Annex. If the State Party is unable to ensure access to those facilities or areas, it shall demonstrate that it took all necessary measures to ensure access. This paragraph shall not apply where the facilities or areas sought to be inspected are those of the State Party.

Arrangements for use of non-scheduled aircraft

22. For inspections pursuant to Article IX and for other inspections where timely travel is not feasible using scheduled commercial transport, an inspection team may need to utilize aircraft owned or chartered by the Technical Secretariat. Not later than 30 days after this Convention enters into force for it, each State Party shall inform the Technical Secretariat of the standing diplomatic clearance number for non-scheduled aircraft transporting inspection teams and equipment necessary for inspection into and out of the territory in which an inspection site is located. Aircraft routings to and from the designated point of entry shall be along established international airways that are agreed upon between the States Parties and the Technical Secretariat as the basis for such diplomatic clearance.

23. When a non-scheduled aircraft is used, the Technical Secretariat shall provide the inspected State Party with a flight plan, through the National Authority, for the aircraft's flight from the last airfield prior to entering the airspace of the State in which the inspection site is located to the point of entry, not less than six hours before the scheduled departure time from that airfield. Such a plan shall be filed in accordance with the procedures of the International Civil Aviation Organization applicable to civil aircraft. For its owned or chartered flights, the Technical Secretariat shall include in the remarks section of each flight plan the standing diplomatic clearance number and the appropriate notation identifying the aircraft as an inspection aircraft.

24. Not less than three hours before the scheduled departure of the inspection team from the last airfield prior to entering the airspace of the State in which the inspection is to take place, the inspected State Party or Host State Party shall ensure that the flight plan filed in accordance with paragraph 23 is approved so that the inspection team may arrive at the point of entry by the estimated arrival time.

25. The inspected State Party shall provide parking, security protection, servicing and fuel as required by the Technical Secretariat for the aircraft of the inspection team at the point of entry when such aircraft is owned or chartered by the Technical Secretariat. Such aircraft shall not be liable for landing fees, departure tax, and similar charges. The Technical Secretariat shall bear the cost of such fuel, security protection and servicing.

Administrative arrangements

26. The inspected State Party shall provide or arrange for the amenities necessary for the inspection team such as communication means, interpretation services to the extent necessary for the performance of interviewing and other tasks, transportation, working space, lodging, meals and medical care. In this regard, the inspected State

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Party shall be reimbursed by the Organization for such costs incurred by the inspection team.

Approved equipment

27. Subject to paragraph 29, there shall be no restriction by the inspected State Party on the inspection team bringing onto the inspection site such equipment, approved in accordance with paragraph 28, which the Technical Secretariat has determined to be necessary to fulfil the inspection requirements. The Technical Secretariat shall prepare and, as appropriate, update a list of approved equipment, which may be needed for the purposes described above, and regulations governing such equipment which shall be in accordance with this Annex. In establishing the list of approved equipment and these regulations, the Technical Secretariat shall ensure that safety considerations for all the types of facilities at which such equipment is likely to be used, are taken fully into account. A list of approved equipment shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

28. The equipment shall be in the custody of the Technical Secretariat and be designated, calibrated and approved by the Technical Secretariat. The Technical Secretariat shall, to the extent possible, select that equipment which is specifically designed for the specific kind of inspection required. Designated and approved equipment shall be specifically protected against unauthorized alteration.

29. The inspected State Party shall have the right, without prejudice to the prescribed time-frames, to inspect the equipment in the presence of inspection team members at the point of entry, i.e., to check the identity of the equipment brought in or removed from the territory of the inspected State Party or the Host State. To facilitate such identification, the Technical Secretariat shall attach documents and devices to authenticate its designation and approval of the equipment. The inspection of the equipment shall also ascertain to the satisfaction of the inspected State Party that the equipment meets the description of the approved equipment for the particular type of inspection. The inspected State Party may exclude equipment not meeting that description or equipment without the above-mentioned authentication documents and devices. Procedures for the inspection of equipment shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

30. In cases where the inspection team finds it necessary to use equipment available on site not belonging to the Technical Secretariat and requests the inspected State Party to enable the team to use such equipment, the inspected State Party shall comply with the request to the extent it can.

D. PRE-INSPECTION ACTIVITIES

Notification

31. The Director-General shall notify the State Party before the planned arrival of the inspection team at the point of entry and within the prescribed time-frames, where specified, of its intention to carry out an inspection.

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32. Notifications made by the Director-General shall include the following information:

(a) The type of inspection;

(b) The point of entry;

(c) The date and estimated time of arrival at the point of entry;

(d) The means of arrival at the point of entry;

(e) The site to be inspected;

(f) The names of inspectors and inspection assistants;

(g) If appropriate, aircraft clearance for special flights.

33. The inspected State Party shall acknowledge the receipt of a notification by the Technical Secretariat of an intention to conduct an inspection, not later than one hour after receipt of such notification.

34. In the case of an inspection of a facility of a State Party located on the territory of another State Party, both States Parties shall be simultaneously notified in accordance with paragraphs 31 and 32.

Entry into the territory of the inspected State Party or Host State and transfer to the inspection site

35. The inspected State Party or Host State Party which has been notified of the arrival of an inspection team, shall ensure its immediate entry into the territory and shall through an in-country escort or by other means do everything in its power to ensure the safe conduct of the inspection team and its equipment and supplies, from its point of entry to the inspection site(s) and to a point of exit.

36. The inspected State Party or Host State Party shall, as necessary, assist the inspection team in reaching the inspection site not later than 12 hours after the arrival at the point of entry.

Pre-inspection briefing

37. Upon arrival at the inspection site and before the commencement of the inspection, the inspection team shall be briefed by facility representatives, with the aid of maps and other documentation as appropriate, on the facility, the activities carried out there, safety measures and administrative and logistic arrangements necessary for the inspection. The time spent for the briefing shall be limited to the minimum necessary and in any event not exceed three hours.

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E. CONDUCT OF INSPECTIONS

General rules

38. The members of the inspection team shall discharge their functions in accordance with the provisions of this Convention, as well as rules established by the Director-General and facility agreements concluded between States Parties and the Organization.

39. The inspection team shall strictly observe the inspection mandate issued by the Director-General. It shall refrain from activities going beyond this mandate.

40. 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.

41. In the performance of their duties on the territory of an inspected State Party or Host State, the members of the inspection team shall, if the inspected State Party so requests, be accompanied by representatives of the inspected State Party, but the inspection team must not thereby be delayed or otherwise hindered in the exercise of its functions.

42. Detailed procedures for the conduct of inspections shall be developed for inclusion in the inspection manual by the Technical Secretariat, taking into account guidelines to be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

Safety

43. In carrying out their activities, inspectors and inspection assistants shall observe safety regulations established at the inspection site, including those for the protection of controlled environments within a facility and for personal safety. In order to implement these requirements, appropriate detailed procedures shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

Communications

44. 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 their own, duly certified, approved equipment and may request that the inspected State Party or Host State Party provide them with access to other telecommunications. The inspection team shall have the right to use its own two-way system of radio

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communications between personnel patrolling the perimeter and other members of the inspection team.

Inspection team and inspected State Party rights

45. The inspection team shall, in accordance with the relevant Articles and Annexes of this Convention as well as with facility agreements and procedures set forth in the inspection manual, have the right to unimpeded access to the inspection site. The items to be inspected will be chosen by the inspectors.

46. Inspectors shall have the right to interview any facility personnel in the presence of representatives of the inspected State Party with the purpose of establishing relevant facts. Inspectors shall only request information and data which are necessary for the conduct of the inspection, and the inspected State Party shall furnish such information upon request. The inspected State Party shall have the right to object to questions posed to the facility personnel if those questions are deemed not relevant to the inspection. If the head of the inspection team objects and states their relevance, the questions shall be provided in writing to the inspected State Party for reply. The inspection team may note any refusal to permit interviews or to allow questions to be answered and any explanations given, in that part of the inspection report that deals with the cooperation of the inspected State Party.

47. Inspectors shall have the right to inspect documentation and records they deem relevant to the conduct of their mission.

48. Inspectors shall have the right to have photographs taken at their request by representatives of the inspected State Party or of the inspected facility. The capability to take instant development photographic prints shall be available. The inspection team shall determine whether photographs conform to those requested and, if not, repeat photographs shall be taken. The inspection team and the inspected State Party shall each retain one copy of every photograph.

49. The representatives of the inspected State Party shall have the right to observe all verification activities carried out by the inspection team.

50. The inspected State Party shall receive copies, at its request, of the information and data gathered about its facility(ies) by the Technical Secretariat.

51. 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. If the ambiguity cannot be removed during the inspection, the inspectors shall notify the Technical Secretariat immediately. The inspectors shall include in the inspection report any such unresolved question, relevant clarifications, and a copy of any photographs taken.

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Collection, handling and analysis of samples

52. Representatives of the inspected State Party or of the inspected facility shall take samples at the request of the inspection team in the presence of inspectors. If so agreed in advance with the representatives of the inspected State Party or of the inspected facility, the inspection team may take samples itself.

53. Where possible, the analysis of samples shall be performed on-site. The inspection team shall have the right to perform on-site analysis of samples using approved equipment brought by it. At the request of the inspection team, the inspected State Party shall, in accordance with agreed procedures, provide assistance for the analysis of samples on-site. Alternatively, the inspection team may request that appropriate analysis on-site be performed in its presence.

54. The inspected State Party has the right to retain portions of all samples taken or take duplicate samples and be present when samples are analysed on-site.

55. The inspection team shall, if it deems it necessary, transfer samples for analysis off-site at laboratories designated by the Organization.

56. The Director-General shall have the primary responsibility for the security, integrity and preservation of samples and for ensuring that the confidentiality of samples transferred for analysis off-site is protected. The Director-General shall do so in accordance with procedures, to be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i), for inclusion in the inspection manual. He shall:

(a) Establish a stringent regime governing the collection, handling, transport and analysis of samples;

(b) Certify the laboratories designated to perform different types of analysis;

(c) Oversee the standardization of equipment and procedures at these designated laboratories, mobile analytical equipment and procedures, and monitor quality control and overall standards in relation to the certification of these laboratories, mobile equipment and procedures; and

(d) Select from among the designated laboratories those which shall perform analytical or other functions in relation to specific investigations.

57. When off-site analysis is to be performed, samples shall be analysed in at least two designated laboratories. The Technical Secretariat shall ensure the expeditious processing of the analysis. The samples shall be accounted for by the Technical Secretariat and any unused samples or portions thereof shall be returned to the Technical Secretariat.

58. The Technical Secretariat shall compile the results of the laboratory analysis of samples relevant to compliance with this Convention and include them in the final inspection report. The Technical Secretariat shall include in the report detailed

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information concerning the equipment and methodology employed by the designated laboratories.

Extension of inspection duration

59. Periods of inspection may be extended by agreement with the representative of the inspected State Party.

Debriefing

60. 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 standardized 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.

F. DEPARTURE

61. Upon completion of the post-inspection procedures, the inspection team shall leave, as soon as possible, the territory of the inspected State Party or the Host State.

G. REPORTS

62. Not later than 10 days after the inspection, the inspectors shall prepare a factual, final report on the activities conducted by them and on their findings. It shall only contain facts relevant to compliance with this Convention, as provided for under the inspection mandate. The report shall also provide information as to the manner in which the State Party inspected cooperated with the inspection team. Differing observations made by inspectors may be attached to the report. The report shall be kept confidential.

63. The final report shall immediately be submitted to the inspected State Party. Any written comments, which the inspected State Party may immediately make on its findings shall be annexed to it. The final report together with annexed comments made by the inspected State Party shall be submitted to the Director-General not later than 30 days after the inspection.

64. Should the report contain uncertainties, or should cooperation between the National Authority and the inspectors not measure up to the standards required, the Director-General shall approach the State Party for clarification.

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65. If the uncertainties cannot be removed or the facts established are of a nature to suggest that obligations undertaken under this Convention have not been met, the Director-General shall inform the Executive Council without delay.

H. APPLICATION OF GENERAL PROVISIONS

66. The provisions of this Part shall apply to all inspections conducted pursuant to this Convention, except where the provisions of this Part differ from the provisions set forth for specific types of inspections in Parts III to XI of this Annex, in which case the latter provisions shall take precedence.

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PART III

GENERAL PROVISIONS FOR VERIFICATION MEASURES PURSUANT TO ARTICLES IV, V AND VI, PARAGRAPH 3

A. INITIAL INSPECTIONS AND FACILITY AGREEMENTS

1. Each declared facility subject to on-site inspection pursuant to Articles IV, V, and VI, paragraph 3, shall receive an initial inspection promptly after the facility is declared. The purpose of this inspection of the facility shall be to verify information provided and to obtain any additional information needed for planning future verification activities at the facility, including on-site inspections and continuous monitoring with on-site instruments, and to work on the facility agreements.

2. States Parties shall ensure that the verification of declarations and the initiation of the systematic verification measures can be accomplished by the Technical Secretariat at all facilities within the established time-frames after this Convention enters into force for them.

3. Each State Party shall conclude a facility agreement with the Organization for each facility declared and subject to on-site inspection pursuant to Articles IV, V, and VI, paragraph 3.

4. Facility agreements shall be completed not later than 180 days after this Convention enters into force for the State Party or after the facility has been declared for the first time, except for a chemical weapons destruction facility to which paragraphs 5 to 7 shall apply.

5. In the case of a chemical weapons destruction facility that begins operations more than one year after this Convention enters into force for the State Party, the facility agreement shall be completed not less than 180 days before the facility begins operation.

6. In the case of a chemical weapons destruction facility that is in operation when this Convention enters into force for the State Party, or begins operation not later than one year thereafter, the facility agreement shall be completed not later than 210 days after this Convention enters into force for the State Party, except that the Executive Council may decide that transitional verification arrangements, approved in accordance with Part IV (A), paragraph 51, of this Annex and including a transitional facility agreement, provisions for verification through on-site inspection and monitoring with on-site instruments, and the time-frame for application of the arrangements, are sufficient.

7. In the case of a facility, referred to in paragraph 6, that will cease operations not later than two years after this Convention enters into force for the State Party, the Executive Council may decide that transitional verification arrangements, approved in accordance with Part IV (A), paragraph 51, of this Annex and including a transitional facility agreement, provisions for verification through on-site inspection and

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monitoring with on-site instruments, and the time-frame for application of the arrangements, are sufficient.

8. Facility agreements shall be based on models for such agreements and provide for detailed arrangements which shall govern inspections at each facility. The model agreements shall include provisions to take into account future technological developments and shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

9. The Technical Secretariat may retain at each site a sealed container for photographs, plans and other information that it may wish to refer to in the course of subsequent inspections.

B. STANDING ARRANGEMENTS

10. Where applicable, the Technical Secretariat shall have the right to have continuous monitoring instruments and systems and seals installed and to use them, in conformity with the relevant provisions in this Convention and the facility agreements between States Parties and the Organization.

11. The inspected State Party shall, in accordance with agreed procedures, have the right to inspect any instrument used or installed by the inspection team and to have it tested in the presence of representatives of the inspected State Party. The inspection team shall have the right to use the instruments that were installed by the inspected State Party for its own monitoring of the technological process of the destruction of chemical weapons. To this end, the inspection team shall have the right to inspect those instruments that it intends to use for purposes of verification of the destruction of chemical weapons and to have them tested in its presence.

12. The inspected State Party shall provide the necessary preparation and support for the establishment of continuous monitoring instruments and systems.

13. In order to implement paragraphs 11 and 12, appropriate detailed procedures shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

14. The inspected State Party shall immediately notify the Technical Secretariat if an event occurs or may occur at a facility where monitoring instruments are installed, which may have an impact on the monitoring system. The inspected State Party shall coordinate subsequent actions with the Technical Secretariat with a view to restoring the operation of the monitoring system and establishing interim measures, if necessary, as soon as possible.

15. The inspection team shall verify during each inspection that the monitoring system functions correctly and that emplaced seals have not been tampered with. In addition, visits to service the monitoring system may be required to perform any necessary maintenance or replacement of equipment, or to adjust the coverage of the monitoring system as required.

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16. If the monitoring system indicates any anomaly, the Technical Secretariat shall immediately take action to determine whether this resulted from equipment malfunction or activities at the facility. If, after this examination, the problem remains unresolved, the Technical Secretariat shall immediately ascertain the actual situation, including through immediate on-site inspection of, or visit to, the facility if necessary. The Technical Secretariat shall report any such problem immediately after its detection to the inspected State Party which shall assist in its resolution.

C. PRE-INSPECTION ACTIVITIES

17. The inspected State Party shall, except as specified in paragraph 18, be notified of inspections not less than 24 hours in advance of the planned arrival of the inspection team at the point of entry.

18. The inspected State Party shall be notified of initial inspections not less than 72 hours in advance of the estimated time of arrival of the inspection team at the point of entry.

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PART IV (A)

DESTRUCTION OF CHEMICAL WEAPONS AND ITS VERIFICATION PURSUANT TO ARTICLE IV

A. DECLARATIONS

Chemical weapons

1. The declaration of chemical weapons by a State Party pursuant to Article III, paragraph 1 (a) (ii), shall include the following:

   (a) The aggregate quantity of each chemical declared;

   (b) The precise location of each chemical weapons storage facility, expressed by:

      (i) Name;

      (ii) Geographical coordinates; and

      (iii) A detailed site diagram, including a boundary map and the location of bunkers/storage areas within the facility.

   (c) The detailed inventory for each chemical weapons storage facility including:

      (i) Chemicals defined as chemical weapons in accordance with Article II;

      (ii) Unfilled munitions, sub-munitions, devices and equipment defined as chemical weapons;

      (iii) Equipment specially designed for use directly in connection with the employment of munitions, sub-munitions, devices or equipment specified in sub-subparagraph (ii);

      (iv) Chemicals specifically designed for use directly in connection with the employment of munitions, sub-munitions, devices or equipment specified in sub-subparagraph (ii).

2. For the declaration of chemicals referred to in paragraph 1 (c) (i) the following shall apply:

   (a) Chemicals shall be declared in accordance with the Schedules specified in the Annex on Chemicals;

   (b) For a chemical not listed in the Schedules in the Annex on Chemicals the information required for possible assignment of the chemical to the appropriate Schedule shall be provided, including the toxicity of the pure

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compound. For a precursor, the toxicity and identity of the principal final reaction product(s) shall be provided;

(c) Chemicals shall be identified by chemical name in accordance with current International Union of Pure and Applied Chemistry (IUPAC) nomenclature, structural formula and Chemical Abstracts Service registry number, if assigned. For a precursor, the toxicity and identity of the principal final reaction product(s) shall be provided;

(d) In cases involving mixtures of two or more chemicals, each chemical shall be identified and the percentage of each shall be provided, and the mixture shall be declared under the category of the most toxic chemical. If a component of a binary chemical weapon consists of a mixture of two or more chemicals, each chemical shall be identified and the percentage of each provided;

(e) Binary chemical weapons shall be declared under the relevant end product within the framework of the categories of chemical weapons referred to in paragraph 16. The following supplementary information shall be provided for each type of binary chemical munition/device:

(i) The chemical name of the toxic end-product;

(ii) The chemical composition and quantity of each component;

(iii) The actual weight ratio between the components;

(iv) Which component is considered the key component;

(v) The projected quantity of the toxic end-product calculated on a stoichiometric basis from the key component, assuming 100 per cent yield. A declared quantity (in tonnes) of the key component intended for a specific toxic end-product shall be considered equivalent to the quantity (in tonnes) of this toxic end-product calculated on a stoichiometric basis assuming 100 per cent yield.

(f) For multicomponent chemical weapons, the declaration shall be analogous to that envisaged for binary chemical weapons;

(g) For each chemical the form of storage, i.e. munitions, sub-munitions, devices, equipment or bulk containers and other containers shall be declared. For each form of storage the following shall be listed:

(i) Type;

(ii) Size or calibre;

(iii) Number of items; and

(iv) Nominal weight of chemical fill per item.

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(h) For each chemical the total weight present at the storage facility shall be declared;

(i) In addition, for chemicals stored in bulk, the percentage purity shall be declared, if known.

3. For each type of unfilled munitions, sub-munitions, devices or equipment, referred to in paragraph 1 (c) (ii), the information shall include:

(a) The number of items;

(b) The nominal fill volume per item;

(c) The intended chemical fill.

Declarations of chemical weapons pursuant to Article III, paragraph 1 (a) (iii)

4. The declaration of chemical weapons pursuant to Article III, paragraph 1 (a) (iii), shall contain all information specified in paragraphs 1 to 3 above. It is the responsibility of the State Party on whose territory the chemical weapons are located to make appropriate arrangements with the other State to ensure that the declarations are made. If the State Party on whose territory the chemical weapons are located is not able to fulfil its obligations under this paragraph, it shall state the reasons therefor.

Declarations of past transfers and receipts

5. A State Party that has transferred or received chemical weapons since 1 January 1946 shall declare these transfers or receipts pursuant to Article III, paragraph 1 (a) (iv), provided the amount transferred or received exceeded 1 tonne per chemical per year in bulk and/or munition form. This declaration shall be made according to the inventory format specified in paragraphs 1 and 2. This declaration shall also indicate the supplier and recipient countries, the dates of the transfers or receipts and, as precisely as possible, the current location of the transferred items. When not all the specified information is available for transfers or receipts of chemical weapons for the period between 1 January 1946 and 1 January 1970, the State Party shall declare whatever information is still available to it and provide an explanation as to why it cannot submit a full declaration.

Submission of the general plan for destruction of chemical weapons

6. The general plan for destruction of chemical weapons submitted pursuant to Article III, paragraph 1 (a) (v), shall provide an overview of the entire national chemical weapons destruction programme of the State Party and information on the efforts of the State Party to fulfil the destruction requirements contained in this Convention. The plan shall specify:

(a) A general schedule for destruction, giving types and approximate quantities of chemical weapons planned to be destroyed in each annual destruction period

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for each existing chemical weapons destruction facility and, if possible, for each planned chemical weapons destruction facility;

(b) The number of chemical weapons destruction facilities existing or planned to be operated over the destruction period;

(c) For each existing or planned chemical weapons destruction facility:

(i) Name and location; and

(ii) The types and approximate quantities of chemical weapons, and the type (for example, nerve agent or blister agent) and approximate quantity of chemical fill, to be destroyed;

(d) The plans and programmes for training personnel for the operation of destruction facilities;

(e) The national standards for safety and emissions that the destruction facilities must satisfy;

(f) Information on the development of new methods for destruction of chemical weapons and on the improvement of existing methods;

(g) The cost estimates for destroying the chemical weapons; and

(h) Any issues which could adversely impact on the national destruction programme.

B. MEASURES TO SECURE THE STORAGE FACILITY AND STORAGE FACILITY PREPARATION

7. Not later than when submitting its declaration of chemical weapons, a State Party shall take such measures as it considers appropriate to secure its storage facilities and shall prevent any movement of its chemical weapons out of the facilities, except their removal for destruction.

8. A State Party shall ensure that chemical weapons at its storage facilities are configured to allow ready access for verification in accordance with paragraphs 37 to 49.

9. While a storage facility remains closed for any movement of chemical weapons out of the facility other than their removal for destruction, a State Party may continue at the facility standard maintenance activities, including standard maintenance of chemical weapons; safety monitoring and physical security activities; and preparation of chemical weapons for destruction.

10. Maintenance activities of chemical weapons shall not include:

(a) Replacement of agent or of munition bodies;

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(b) Modification of the original characteristics of munitions, or parts or components thereof.

11. All maintenance activities shall be subject to monitoring by the Technical Secretariat.

C. DESTRUCTION

Principles and methods for destruction of chemical weapons

12. "Destruction of chemical weapons" means a process by which chemicals are converted in an essentially irreversible way to a form unsuitable for production of chemical weapons, and which in an irreversible manner renders munitions and other devices unusable as such.

13. Each State Party shall determine how it shall destroy chemical weapons, except that the following processes may not be used: dumping in any body of water, land burial or open-pit burning. It shall destroy chemical weapons only at specifically designated and appropriately designed and equipped facilities.

14. Each State Party shall ensure that its chemical weapons destruction facilities are constructed and operated in a manner to ensure the destruction of the chemical weapons; and that the destruction process can be verified under the provisions of this Convention.

Order of destruction

15. The order of destruction of chemical weapons is based on the obligations specified in Article I and the other Articles, including obligations regarding systematic on-site verification. It takes into account interests of States Parties for undiminished security during the destruction period; confidence-building in the early part of the destruction stage; gradual acquisition of experience in the course of destroying chemical weapons; and applicability irrespective of the actual composition of the stockpiles and the methods chosen for the destruction of the chemical weapons. The order of destruction is based on the principle of levelling out.

16. For the purpose of destruction, chemical weapons declared by each State Party shall be divided into three categories:

Category 1: Chemical weapons on the basis of Schedule 1 chemicals and their parts and components;

Category 2: Chemical weapons on the basis of all other chemicals and their parts and components;

Category 3: Unfilled munitions and devices, and equipment specifically designed for use directly in connection with employment of chemical weapons.

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17. A State Party shall start:

(a) The destruction of Category 1 chemical weapons not later than two years after this Convention enters into force for it, and shall complete the destruction not later than 10 years after entry into force of this Convention. A State Party shall destroy chemical weapons in accordance with the following destruction deadlines:

(i) Phase 1: Not later than two years after entry into force of this Convention, testing of its first destruction facility shall be completed. Not less than 1 per cent of the Category 1 chemical weapons shall be destroyed not later than three years after the entry into force of this Convention;

(ii) Phase 2: Not less than 20 per cent of the Category 1 chemical weapons shall be destroyed not later than five years after the entry into force of this Convention;

(iii) Phase 3: Not less than 45 per cent of the Category 1 chemical weapons shall be destroyed not later than seven years after the entry into force of this Convention;

(iv) Phase 4: All Category 1 chemical weapons shall be destroyed not later than 10 years after the entry into force of this Convention.

(b) The destruction of Category 2 chemical weapons not later than one year after this Convention enters into force for it and shall complete the destruction not later than five years after the entry into force of this Convention. Category 2 chemical weapons shall be destroyed in equal annual increments throughout the destruction period. The comparison factor for such weapons is the weight of the chemicals within Category 2; and

(c) The destruction of Category 3 chemical weapons not later than one year after this Convention enters into force for it, and shall complete the destruction not later than five years after the entry into force of this Convention. Category 3 chemical weapons shall be destroyed in equal annual increments throughout the destruction period. The comparison factor for unfilled munitions and devices is expressed in nominal fill volume (m^3) and for equipment in number of items.

18. For the destruction of binary chemical weapons the following shall apply:

(a) For the purposes of the order of destruction, a declared quantity (in tonnes) of the key component intended for a specific toxic end-product shall be considered equivalent to the quantity (in tonnes) of this toxic end-product calculated on a stoichiometric basis assuming 100 per cent yield.

(b) A requirement to destroy a given quantity of the key component shall entail a requirement to destroy a corresponding quantity of the other component,

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calculated from the actual weight ratio of the components in the relevant type of binary chemical munition/device.

(c) If more of the other component is declared than is needed, based on the actual weight ratio between components, the excess shall be destroyed over the first two years after destruction operations begin.

(d) At the end of each subsequent operational year a State Party may retain an amount of the other declared component that is determined on the basis of the actual weight ratio of the components in the relevant type of binary chemical munition/device.

19. For multicomponent chemical weapons the order of destruction shall be analogous to that envisaged for binary chemical weapons.

Modification of intermediate destruction deadlines

20. The Executive Council shall review the general plans for destruction of chemical weapons, submitted pursuant to Article III, paragraph 1 (a) (v), and in accordance with paragraph 6, inter alia, to assess their conformity with the order of destruction set forth in paragraphs 15 to 19. The Executive Council shall consult with any State Party whose plan does not conform, with the objective of bringing the plan into conformity.

21. If a State Party, due to exceptional circumstances beyond its control, believes that it cannot achieve the level of destruction specified for Phase 1, Phase 2 or Phase 3 of the order of destruction of Category 1 chemical weapons, it may propose changes in those levels. Such a proposal must be made not later than 120 days after the entry into force of this Convention and shall contain a detailed explanation of the reasons for the proposal.

22. Each State Party shall take all necessary measures to ensure destruction of Category 1 chemical weapons in accordance with the destruction deadlines set forth in paragraph 17 (a) as changed pursuant to paragraph 21. However, if a State Party believes that it will be unable to ensure the destruction of the percentage of Category 1 chemical weapons required by an intermediate destruction deadline, it may request the Executive Council to recommend to the Conference to grant an extension of its obligation to meet that deadline. Such a request must be made not less than 180 days before the intermediate destruction deadline and shall contain a detailed explanation of the reasons for the request and the plans of the State Party for ensuring that it will be able to fulfil its obligation to meet the next intermediate destruction deadline.

23. If an extension is granted, the State Party shall still be under the obligation to meet the cumulative destruction requirements set forth for the next destruction deadline. Extensions granted pursuant to this Section shall not, in any way, modify the obligation of the State Party to destroy all Category 1 chemical weapons not later than 10 years after the entry into force of this Convention.

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Extension of the deadline for completion of destruction

24. If a State Party believes that it will be unable to ensure the destruction of all Category 1 chemical weapons not later than 10 years after the entry into force of this Convention, it may submit a request to the Executive Council for an extension of the deadline for completing the destruction of such chemical weapons. Such a request must be made not later than nine years after the entry into force of this Convention.

25. The request shall contain:

(a) The duration of the proposed extension;

(b) A detailed explanation of the reasons for the proposed extension; and

(c) A detailed plan for destruction during the proposed extension and the remaining portion of the original 10-year period for destruction.

26. A decision on the request shall be taken by the Conference at its next session, on the recommendation of the Executive Council. Any extension shall be the minimum necessary, but in no case shall the deadline for a State Party to complete its destruction of all chemical weapons be extended beyond 15 years after the entry into force of this Convention. The Executive Council shall set conditions for the granting of the extension, including the specific verification measures deemed necessary as well as specific actions to be taken by the State Party to overcome problems in its destruction programme. Costs of verification during the extension period shall be allocated in accordance with Article IV, paragraph 16.

27. If an extension is granted, the State Party shall take appropriate measures to meet all subsequent deadlines.

28. The State Party shall continue to submit detailed annual plans for destruction in accordance with paragraph 29 and annual reports on the destruction of Category 1 chemical weapons in accordance with paragraph 36, until all Category 1 chemical weapons are destroyed. In addition, not later than at the end of each 90 days of the extension period, the State Party shall report to the Executive Council on its destruction activity. The Executive Council shall review progress towards completion of destruction and take the necessary measures to document this progress. All information concerning the destruction activities during the extension period shall be provided by the Executive Council to States Parties, upon request.

Detailed annual plans for destruction

29. The detailed annual plans for destruction shall be submitted to the Technical Secretariat not less than 60 days before each annual destruction period begins pursuant to Article IV, paragraph 7 (a), and shall specify:

(a) The quantity of each specific type of chemical weapon to be destroyed at each destruction facility and the inclusive dates when the destruction of each specific type of chemical weapon will be accomplished;

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(b) The detailed site diagram for each chemical weapons destruction facility and any changes to previously submitted diagrams; and

(c) The detailed schedule of activities for each chemical weapons destruction facility for the upcoming year, identifying time required for design, construction or modification of the facility, installation of equipment, equipment check-out and operator training, destruction operations for each specific type of chemical weapon, and scheduled periods of inactivity.

30. A State Party shall provide, for each of its chemical weapons destruction facilities, detailed facility information to assist the Technical Secretariat in developing preliminary inspection procedures for use at the facility.

31. The detailed facility information for each destruction facility shall include the following information:

(a) Name, address and location;

(b) Detailed, annotated facility drawings;

(c) Facility design drawings, process drawings, and piping and instrumentation design drawings;

(d) Detailed technical descriptions, including design drawings and instrument specifications, for the equipment required for: removing the chemical fill from the munitions, devices, and containers; temporarily storing the drained chemical fill; destroying the chemical agent; and destroying the munitions, devices, and containers;

(e) Detailed technical descriptions of the destruction process, including material flow rates, temperatures and pressures, and designed destruction efficiency;

(f) Design capacity for each specific type of chemical weapon;

(g) A detailed description of the products of destruction and the method of their ultimate disposal;

(h) A detailed technical description of measures to facilitate inspections in accordance with this Convention;

(i) A detailed description of any temporary holding area at the destruction facility that will be used to provide chemical weapons directly to the destruction facility, including site and facility drawings and information on the storage capacity for each specific type of chemical weapon to be destroyed at the facility;

(j) A detailed description of the safety and medical measures in force at the facility;

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(k) A detailed description of the living quarters and working premises for the inspectors; and

(l) Suggested measures for international verification.

32. A State Party shall provide, for each of its chemical weapons destruction facilities, the plant operations manuals, the safety and medical plans, the laboratory operations and quality assurance and control manuals, and the environmental permits that have been obtained, except that this shall not include material previously provided.

33. A State Party shall promptly notify the Technical Secretariat of any developments that could affect inspection activities at its destruction facilities.

34. Deadlines for submission of the information specified in paragraphs 30 to 32 shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

35. After a review of the detailed facility information for each destruction facility, the Technical Secretariat, if the need arises, shall enter into consultation with the State Party concerned in order to ensure that its chemical weapons destruction facilities are designed to assure the destruction of chemical weapons, to allow advanced planning on how verification measures may be applied and to ensure that the application of verification measures is consistent with proper facility operation, and that the facility operation allows appropriate verification.

Annual reports on destruction

36. Information regarding the implementation of plans for destruction of chemical weapons shall be submitted to the Technical Secretariat pursuant to Article IV, paragraph 7 (b), not later than 60 days after the end of each annual destruction period and shall specify the actual amounts of chemical weapons which were destroyed during the previous year at each destruction facility. If appropriate, reasons for not meeting destruction goals should be stated.

D. VERIFICATION

Verification of declarations of chemical weapons through on-site inspection

37. The purpose of the verification of declarations of chemical weapons shall be to confirm through on-site inspection the accuracy of the relevant declarations made pursuant to Article III.

38. The inspectors shall conduct this verification promptly after a declaration is submitted. They shall, inter alia, verify the quantity and identity of chemicals, types and number of munitions, devices and other equipment.

39. The inspectors shall employ, as appropriate, agreed seals, markers or other inventory control procedures to facilitate an accurate inventory of the chemical weapons at each storage facility.

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40. As the inventory progresses, inspectors shall install such agreed seals as may be necessary to clearly indicate if any stocks are removed, and to ensure the securing of the storage facility during the inventory. After completion of the inventory, such seals will be removed unless otherwise agreed.

Systematic verification of storage facilities

41. The purpose of the systematic verification of storage facilities shall be to ensure that no undetected removal of chemical weapons from such facilities takes place.

42. The systematic verification shall be initiated as soon as possible after the declaration of chemical weapons is submitted and shall continue until all chemical weapons have been removed from the storage facility. It shall in accordance with the facility agreement, combine on-site inspection and monitoring with on-site instruments.

43. When all chemical weapons have been removed from the storage facility, the Technical Secretariat shall confirm the declaration of the State Party to that effect. After this confirmation, the Technical Secretariat shall terminate the systematic verification of the storage facility and shall promptly remove any monitoring instruments installed by the inspectors.

Inspections and visits

44. The particular storage facility to be inspected shall be chosen by the Technical Secretariat in such a way as to preclude the prediction of precisely when the facility is to be inspected. The guidelines for determining the frequency of systematic on-site inspections shall be elaborated by the Technical Secretariat, taking into account the recommendations to be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

45. The Technical Secretariat shall notify the inspected State Party of its decision to inspect or visit the storage facility 48 hours before the planned arrival of the inspection team at the facility for systematic inspections or visits. In cases of inspections or visits to resolve urgent problems, this period may be shortened. The Technical Secretariat shall specify the purpose of the inspection or visit.

46. The inspected State Party shall make any necessary preparations for the arrival of the inspectors and shall ensure their expeditious transportation from their point of entry to the storage facility. The facility agreement will specify administrative arrangements for inspectors.

47. The inspected State Party shall provide the inspection team upon its arrival at the chemical weapons storage facility to carry out an inspection, with the following data on the facility:

(a) The number of storage buildings and storage locations;

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(b) For each storage building and storage location, the type and the identification number or designation, shown on the site diagram; and

(c) For each storage building and storage location at the facility, the number of items of each specific type of chemical weapon, and, for containers that are not part of binary munitions, the actual quantity of chemical fill in each container.

48. In carrying out an inventory, within the time available, inspectors shall have the right:

(a) To use any of the following inspection techniques:

(i) inventory all the chemical weapons stored at the facility;

(ii) inventory all the chemical weapons stored in specific buildings or locations at the facility, as chosen by the inspectors; or

(iii) inventory all the chemical weapons of one or more specific types stored at the facility, as chosen by the inspectors; and

(b) To check all items inventoried against agreed records.

49. Inspectors shall, in accordance with facility agreements:

(a) Have unimpeded access to all parts of the storage facilities including any munitions, devices, bulk containers, or other containers therein. While conducting their activity, inspectors shall comply with the safety regulations at the facility. The items to be inspected will be chosen by the inspectors; and

(b) Have the right, during the first and any subsequent inspection of each chemical weapons storage facility, to designate munitions, devices, and containers from which samples are to be taken, and to affix to such munitions, devices, and containers a unique tag that will indicate an attempt to remove or alter the tag. A sample shall be taken from a tagged item at a chemical weapons storage facility or a chemical weapons destruction facility as soon as it is practically possible in accordance with the corresponding destruction programmes, and, in any case, not later than by the end of the destruction operations.

Systematic verification of the destruction of chemical weapons

50. The purpose of verification of destruction of chemical weapons shall be:

(a) To confirm the identity and quantity of the chemical weapons stocks to be destroyed; and

(b) To confirm that these stocks have been destroyed.

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51. Chemical weapons destruction operations during the first 390 days after the entry into force of this Convention shall be governed by transitional verification arrangements. Such arrangements, including a transitional facility agreement, provisions for verification through on-site inspection and monitoring with on-site instruments, and the time-frame for application of the arrangements, shall be agreed between the Organization and the inspected State Party. These arrangements shall be approved by the Executive Council not later than 60 days after this Convention enters into force for the State Party, taking into account the recommendations of the Technical Secretariat, which shall be based on an evaluation of the detailed facility information provided in accordance with paragraph 31 and a visit to the facility. The Executive Council shall, at its first session, establish the guidelines for such transitional verification arrangements, based on recommendations to be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i). The transitional verification arrangements shall be designed to verify, throughout the entire transitional period, the destruction of chemical weapons in accordance with the purposes set forth in paragraph 50, and to avoid hampering ongoing destruction operations.

52. The provisions of paragraphs 53 to 61 shall apply to chemical weapons destruction operations that are to begin not earlier than 390 days after the entry into force of this Convention.

53. On the basis of this Convention and the detailed destruction facility information, and as the case may be, on experience from previous inspections, the Technical Secretariat shall prepare a draft plan for inspecting the destruction of chemical weapons at each destruction facility. The plan shall be completed and provided to the inspected State Party for comment not less than 270 days before the facility begins destruction operations pursuant to this Convention. Any differences between the Technical Secretariat and the inspected State Party should be resolved through consultations. Any unresolved matter shall be forwarded to the Executive Council for appropriate action with a view to facilitating the full implementation of this Convention.

54. The Technical Secretariat shall conduct an initial visit to each chemical weapons destruction facility of the inspected State Party not less than 240 days before each facility begins destruction operations pursuant to this Convention, to allow it to familiarize itself with the facility and assess the adequacy of the inspection plan.

55. In the case of an existing facility where chemical weapons destruction operations have already been initiated, the inspected State Party shall not be required to decontaminate the facility before the Technical Secretariat conducts an initial visit. The duration of the visit shall not exceed five days and the number of visiting personnel shall not exceed 15.

56. The agreed detailed plans for verification, with an appropriate recommendation by the Technical Secretariat, shall be forwarded to the Executive Council for review. The Executive Council shall review the plans with a view to approving them, consistent with verification objectives and obligations under this Convention. It should also confirm that verification schemes for destruction are consistent with verification aims

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and are efficient and practical. This review should be completed not less than 180 days before the destruction period begins.

57. Each member of the Executive Council may consult with the Technical Secretariat on any issues regarding the adequacy of the plan for verification. If there are no objections by any member of the Executive Council, the plan shall be put into action.

58. If there are any difficulties, the Executive Council shall enter into consultations with the State Party to reconcile them. If any difficulties remain unresolved they shall be referred to the Conference.

59. The detailed facility agreements for chemical weapons destruction facilities shall specify, taking into account the specific characteristics of the destruction facility and its mode of operation:

(a) Detailed on-site inspection procedures; and

(b) Provisions for verification through continuous monitoring with on-site instruments and physical presence of inspectors.

60. Inspectors shall be granted access to each chemical weapons destruction facility not less than 60 days before the commencement of the destruction, pursuant to this Convention, at the facility. Such access shall be for the purpose of supervising the installation of the inspection equipment, inspecting this equipment and testing its operation, as well as for the purpose of carrying out a final engineering review of the facility. In the case of an existing facility where chemical weapons destruction operations have already been initiated, destruction operations shall be stopped for the minimum amount of time required, not to exceed 60 days, for installation and testing of the inspection equipment. Depending on the results of the testing and review, the State Party and the Technical Secretariat may agree on additions or changes to the detailed facility agreement for the facility.

61. The inspected State Party shall notify, in writing, the inspection team leader at a chemical weapons destruction facility not less than four hours before the departure of each shipment of chemical weapons from a chemical weapons storage facility to that destruction facility. This notification shall specify the name of the storage facility, the estimated times of departure and arrival, the specific types and quantities of chemical weapons being transported, whether any tagged items are being moved, and the method of transportation. This notification may include notification of more than one shipment. The inspection team leader shall be promptly notified, in writing, of any changes in this information.

Chemical weapons storage facilities at chemical weapons destruction facilities

62. The inspectors shall verify the arrival of the chemical weapons at the destruction facility and the storing of these chemical weapons. The inspectors shall verify the inventory of each shipment, using agreed procedures consistent with facility safety regulations, prior to the destruction of the chemical weapons. They shall employ, as

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appropriate, agreed seals, markers or other inventory control procedures to facilitate an accurate inventory of the chemical weapons prior to destruction.

63. As soon and as long as chemical weapons are stored at chemical weapons storage facilities located at chemical weapons destruction facilities, these storage facilities shall be subject to systematic verification in conformity with the relevant facility agreements.

64. At the end of an active destruction phase, inspectors shall make an inventory of the chemical weapons, that have been removed from the storage facility, to be destroyed. They shall verify the accuracy of the inventory of the chemical weapons remaining, employing inventory control procedures as referred to in paragraph 62.

Systematic on-site verification measures at chemical weapons destruction facilities

65. The inspectors shall be granted access to conduct their activities at the chemical weapons destruction facilities and the chemical weapons storage facilities located at such facilities during the entire active phase of destruction.

66. At each chemical weapons destruction facility, to provide assurance that no chemical weapons are diverted and that the destruction process has been completed, inspectors shall have the right to verify through their physical presence and monitoring with on-site instruments:

(a) The receipt of chemical weapons at the facility;

(b) The temporary holding area for chemical weapons and the specific type and quantity of chemical weapons stored in that area;

(c) The specific type and quantity of chemical weapons being destroyed;

(d) The process of destruction;

(e) The end-product of destruction;

(f) The mutilation of metal parts; and

(g) The integrity of the destruction process and of the facility as a whole.

67. Inspectors shall have the right to tag, for sampling, munitions, devices, or containers located in the temporary holding areas at the chemical weapons destruction facilities.

68. To the extent that it meets inspection requirements, information from routine facility operations, with appropriate data authentication, shall be used for inspection purposes.

69. After the completion of each period of destruction, the Technical Secretariat shall confirm the declaration of the State Party, reporting the completion of destruction of the designated quantity of chemical weapons.

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70. Inspectors shall, in accordance with facility agreements:

(a) Have unimpeded access to all parts of the chemical weapons destruction facilities and the chemical weapons storage facilities located at such facilities, including any munitions, devices, bulk containers, or other containers, therein. The items to be inspected shall be chosen by the inspectors in accordance with the verification plan that has been agreed to by the inspected State Party and approved by the Executive Council;

(b) Monitor the systematic on-site analysis of samples during the destruction process; and

(c) Receive, if necessary, samples taken at their request from any devices, bulk containers and other containers at the destruction facility or the storage facility thereat.

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PART IV (B)

OLD CHEMICAL WEAPONS AND ABANDONED CHEMICAL WEAPONS

A. GENERAL

1. Old chemical weapons shall be destroyed as provided for in Section B.

2. Abandoned chemical weapons, including those which also meet the definition of Article II, paragraph 5 (b), shall be destroyed as provided for in Section C.

B. REGIME FOR OLD CHEMICAL WEAPONS

3. A State Party which has on its territory old chemical weapons as defined in Article II, paragraph 5 (a), shall, not later than 30 days after this Convention enters into force for it, submit to the Technical Secretariat all available relevant information, including, to the extent possible, the location, type, quantity and the present condition of these old chemical weapons.

   In the case of old chemical weapons as defined in Article II, paragraph 5 (b), the State Party shall submit to the Technical Secretariat a declaration pursuant to Article III, paragraph 1 (b) (i), including, to the extent possible, the information specified in Part IV (A), paragraphs 1 to 3, of this Annex.

4. A State Party which discovers old chemical weapons after this Convention enters into force for it shall submit to the Technical Secretariat the information specified in paragraph 3 not later than 180 days after the discovery of the old chemical weapons.

5. The Technical Secretariat shall conduct an initial inspection, and any further inspections as may be necessary, in order to verify the information submitted pursuant to paragraphs 3 and 4 and in particular to determine whether the chemical weapons meet the definition of old chemical weapons as specified in Article II, paragraph 5. Guidelines to determine the usability of chemical weapons produced between 1925 and 1946 shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

6. A State Party shall treat old chemical weapons that have been confirmed by the Technical Secretariat as meeting the definition in Article II, paragraph 5 (a), as toxic waste. It shall inform the Technical Secretariat of the steps being taken to destroy or otherwise dispose of such old chemical weapons as toxic waste in accordance with its national legislation.

7. Subject to paragraphs 3 to 5, a State Party shall destroy old chemical weapons that have been confirmed by the Technical Secretariat as meeting the definition in Article II, paragraph 5 (b), in accordance with Article IV and Part IV (A) of this Annex. Upon request of a State Party, the Executive Council may, however, modify the provisions on time-limit and order of destruction of these old chemical weapons, if it determines that doing so would not pose a risk to the object and purpose of this

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Convention. The request shall contain specific proposals for modification of the provisions and a detailed explanation of the reasons for the proposed modification.

C. REGIME FOR ABANDONED CHEMICAL WEAPONS

8. A State Party on whose territory there are abandoned chemical weapons (hereinafter referred to as the "Territorial State Party") shall, not later than 30 days after this Convention enters into force for it, submit to the Technical Secretariat all available relevant information concerning the abandoned chemical weapons. This information shall include, to the extent possible, the location, type, quantity and the present condition of the abandoned chemical weapons as well as information on the abandonment.

9. A State Party which discovers abandoned chemical weapons after this Convention enters into force for it shall, not later than 180 days after the discovery, submit to the Technical Secretariat all available relevant information concerning the discovered abandoned chemical weapons. This information shall include, to the extent possible, the location, type, quantity and the present condition of the abandoned chemical weapons as well as information on the abandonment.

10. A State Party which has abandoned chemical weapons on the territory of another State Party (hereinafter referred to as the "Abandoning State Party") shall, not later than 30 days after this Convention enters into force for it, submit to the Technical Secretariat all available relevant information concerning the abandoned chemical weapons. This information shall include, to the extent possible, the location, type, quantity as well as information on the abandonment, and the condition of the abandoned chemical weapons.

11. The Technical Secretariat shall conduct an initial inspection, and any further inspections as may be necessary, in order to verify all available relevant information submitted pursuant to paragraphs 8 to 10 and determine whether systematic verification in accordance with Part IV (A), paragraphs 41 to 43, of this Annex is required. It shall, if necessary, verify the origin of the abandoned chemical weapons and establish evidence concerning the abandonment and the identity of the Abandoning State.

12. The report of the Technical Secretariat shall be submitted to the Executive Council, the Territorial State Party, and to the Abandoning State Party or the State Party declared by the Territorial State Party or identified by the Technical Secretariat as having abandoned the chemical weapons. If one of the States Parties directly concerned is not satisfied with the report it shall have the right to settle the matter in accordance with provisions of this Convention or bring the issue to the Executive Council with a view to settling the matter expeditiously.

13. Pursuant to Article I, paragraph 3, the Territorial State Party shall have the right to request the State Party which has been established as the Abandoning State Party pursuant to paragraphs 8 to 12 to enter into consultations for the purpose of destroying the abandoned chemical weapons in cooperation with the Territorial State Party. It shall immediately inform the Technical Secretariat of this request.

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14. Consultations between the Territorial State Party and the Abandoning State Party with a view to establishing a mutually agreed plan for destruction shall begin not later than 30 days after the Technical Secretariat has been informed of the request referred to in paragraph 13. The mutually agreed plan for destruction shall be transmitted to the Technical Secretariat not later than 180 days after the Technical Secretariat has been informed of the request referred to in paragraph 13. Upon the request of the Abandoning State Party and the Territorial State Party, the Executive Council may extend the time-limit for transmission of the mutually agreed plan for destruction.

15. For the purpose of destroying abandoned chemical weapons, the Abandoning State Party shall provide all necessary financial, technical, expert, facility as well as other resources. The Territorial State Party shall provide appropriate cooperation.

16. If the Abandoning State cannot be identified or is not a State Party, the Territorial State Party, in order to ensure the destruction of these abandoned chemical weapons, may request the Organization and other States Parties to provide assistance in the destruction of these abandoned chemical weapons.

17. Subject to paragraphs 8 to 16, Article IV and Part IV (A) of this Annex shall also apply to the destruction of abandoned chemical weapons. In the case of abandoned chemical weapons which also meet the definition of old chemical weapons in Article II, paragraph 5 (b), the Executive Council, upon the request of the Territorial State Party, individually or together with the Abandoning State Party, may modify or in exceptional cases suspend the application of provisions on destruction, if it determines that doing so would not pose a risk to the object and purpose of this Convention. In the case of abandoned chemical weapons which do not meet the definition of old chemical weapons in Article II, paragraph 5 (b), the Executive Council, upon the request of the Territorial State Party, individually or together with the Abandoning State Party, may in exceptional circumstances modify the provisions on the time-limit and the order of destruction, if it determines that doing so would not pose a risk to the object and purpose of this Convention. Any request as referred to in this paragraph shall contain specific proposals for modification of the provisions and a detailed explanation of the reasons for the proposed modification.

18. States Parties may conclude between themselves agreements or arrangements concerning the destruction of abandoned chemical weapons. The Executive Council may, upon request of the Territorial State Party, individually or together with the Abandoning State Party, decide that selected provisions of such agreements or arrangements take precedence over provisions of this Section, if it determines that the agreement or arrangement ensures the destruction of the abandoned chemical weapons in accordance with paragraph 17.

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PART V

DESTRUCTION OF CHEMICAL WEAPONS PRODUCTION FACILITIES AND ITS VERIFICATION PURSUANT TO ARTICLE V

A. DECLARATIONS

Declarations of chemical weapons production facilities

1. The declaration of chemical weapons production facilities by a State Party pursuant to Article III, paragraph 1 (c) (ii), shall contain for each facility:

   (a) The name of the facility, the names of the owners, and the names of the companies or enterprises operating the facility since 1 January 1946;

   (b) The precise location of the facility, including the address, location of the complex, location of the facility within the complex including the specific building and structure number, if any;

   (c) A statement whether it is a facility for the manufacture of chemicals that are defined as chemical weapons or whether it is a facility for the filling of chemical weapons, or both;

   (d) The date when the construction of the facility was completed and the periods during which any modifications to the facility were made, including the installation of new or modified equipment, that significantly changed the production process characteristics of the facility;

   (e) Information on the chemicals defined as chemical weapons that were manufactured at the facility; the munitions, devices, and containers that were filled at the facility; and the dates of the beginning and cessation of such manufacture or filling:

      (i) For chemicals defined as chemical weapons that were manufactured at the facility, such information shall be expressed in terms of the specific types of chemicals manufactured, indicating the chemical name in accordance with the current International Union of Pure and Applied Chemistry (IUPAC) nomenclature, structural formula, and the Chemical Abstracts Service registry number, if assigned, and in terms of the amount of each chemical expressed by weight of chemical in tonnes;

      (ii) For munitions, devices and containers that were filled at the facility, such information shall be expressed in terms of the specific type of chemical weapons filled and the weight of the chemical fill per unit;

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(f) The production capacity of the chemical weapons production facility:

(i) For a facility where chemical weapons were manufactured, production capacity shall be expressed in terms of the annual quantitative potential for manufacturing a specific substance on the basis of the technological process actually used or, in the case of processes not actually used, planned to be used at the facility;

(ii) For a facility where chemical weapons were filled, production capacity shall be expressed in terms of the quantity of chemical that the facility can fill into each specific type of chemical weapon a year;

(g) For each chemical weapons production facility that has not been destroyed, a description of the facility including:

(i) A site diagram;

(ii) A process flow diagram of the facility; and

(iii) An inventory of buildings at the facility, and specialized equipment at the facility and of any spare parts for such equipment;

(h) The present status of the facility, stating:

(i) The date when chemical weapons were last produced at the facility;

(ii) Whether the facility has been destroyed, including the date and manner of its destruction; and

(iii) Whether the facility has been used or modified before entry into force of this Convention for an activity not related to the production of chemical weapons, and if so, information on what modifications have been made, the date such non-chemical weapons related activity began and the nature of such activity, indicating, if applicable, the kind of product;

(i) A specification of the measures that have been taken by the State Party for closure of, and a description of the measures that have been or will be taken by the State Party to inactivate the facility;

(j) A description of the normal pattern of activity for safety and security at the inactivated facility; and

(k) A statement as to whether the facility will be converted for the destruction of chemical weapons and, if so, the dates for such conversions.

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Declarations of chemical weapons production facilities pursuant to Article III, paragraph 1 (c) (iii)

2. The declaration of chemical weapons production facilities pursuant to Article III, paragraph 1 (c) (iii), shall contain all information specified in paragraph 1 above. It is the responsibility of the State Party on whose territory the facility is or has been located to make appropriate arrangements with the other State to ensure that the declarations are made. If the State Party on whose territory the facility is or has been located is not able to fulfil this obligation, it shall state the reasons therefor.

Declarations of past transfers and receipts

3. A State Party that has transferred or received chemical weapons production equipment since 1 January 1946 shall declare these transfers and receipts pursuant to Article III, paragraph 1 (c) (iv), and in accordance with paragraph 5 below. When not all the specified information is available for transfer and receipt of such equipment for the period between 1 January 1946 and 1 January 1970, the State Party shall declare whatever information is still available to it and provide an explanation as to why it cannot submit a full declaration.

4. Chemical weapons production equipment referred to in paragraph 3 means:

(a) Specialized equipment;

(b) Equipment for the production of equipment specifically designed for use directly in connection with chemical weapons employment; and

(c) Equipment designed or used exclusively for producing non-chemical parts for chemical munitions.

5. The declaration concerning transfer and receipt of chemical weapons production equipment shall specify:

(a) Who received/transferred the chemical weapons production equipment;

(b) The identity of such equipment;

(c) The date of transfer or receipt;

(d) Whether the equipment was destroyed, if known; and

(e) Current disposition, if known.

Submission of general plans for destruction

6. For each chemical weapons production facility, a State Party shall supply the following information:

(a) Envisaged time-frame for measures to be taken; and

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(b) Methods of destruction.

7. For each chemical weapons production facility that a State Party intends to convert temporarily into a chemical weapons destruction facility, the State Party shall supply the following information:

(a) Envisaged time-frame for conversion into a destruction facility;

(b) Envisaged time-frame for utilizing the facility as a chemical weapons destruction facility;

(c) Description of the new facility;

(d) Method of destruction of special equipment;

(e) Time-frame for destruction of the converted facility after it has been utilized to destroy chemical weapons; and

(f) Method of destruction of the converted facility.

Submission of annual plans for destruction and annual reports on destruction

8. The State Party shall submit an annual plan for destruction not less than 90 days before the beginning of the coming destruction year. The annual plan shall specify:

(a) Capacity to be destroyed;

(b) Name and location of the facilities where destruction will take place;

(c) List of buildings and equipment that will be destroyed at each facility; and

(d) Planned method(s) of destruction.

9. A State Party shall submit an annual report on destruction not later than 90 days after the end of the previous destruction year. The annual report shall specify:

(a) Capacity destroyed;

(b) Name and location of each facility where destruction took place;

(c) List of buildings and equipment that were destroyed at each facility;

(d) Methods of destruction.

10. For a chemical weapons production facility declared pursuant to Article III, paragraph 1 (c) (iii), it is the responsibility of the State Party on whose territory the facility is or has been located to make appropriate arrangements to ensure that the declarations specified in paragraphs 6 to 9 above are made. If the State Party on

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whose territory the facility is or has been located is not able to fulfil this obligation, it shall state the reasons therefor.

B. DESTRUCTION

General principles for destruction of chemical weapons production facilities

11. Each State Party shall decide on methods to be applied for the destruction of chemical weapons production facilities, according to the principles laid down in Article V and in this Part.

Principles and methods for closure of a chemical weapons production facility

12. The purpose of the closure of a chemical weapons production facility is to render it inactive.

13. Agreed measures for closure shall be taken by a State Party with due regard to the specific characteristics of each facility. Such measures shall include, inter alia:

    (a) Prohibition of occupation of the specialized buildings and standard buildings of the facility except for agreed activities;

    (b) Disconnection of equipment directly related to the production of chemical weapons, including, inter alia, process control equipment and utilities;

    (c) Decommissioning of protective installations and equipment used exclusively for the safety of operations of the chemical weapons production facility;

    (d) Installation of blind flanges and other devices to prevent the addition of chemicals to, or the removal of chemicals from, any specialized process equipment for synthesis, separation or purification of chemicals defined as a chemical weapon, any storage tank, or any machine for filling chemical weapons, the heating, cooling, or supply of electrical or other forms of power to such equipment, storage tanks, or machines; and

    (e) Interruption of rail, road and other access routes for heavy transport to the chemical weapons production facility except those required for agreed activities.

14. While the chemical weapons production facility remains closed, a State Party may continue safety and physical security activities at the facility.

Technical maintenance of chemical weapons production facilities prior to their destruction

15. A State Party may carry out standard maintenance activities at chemical weapons production facilities only for safety reasons, including visual inspection, preventive maintenance, and routine repairs.

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16. All planned maintenance activities shall be specified in the general and detailed plans for destruction. Maintenance activities shall not include:

(a) Replacement of any process equipment;

(b) Modification of the characteristics of the chemical process equipment;

(c) Production of chemicals of any type.

17. All maintenance activities shall be subject to monitoring by the Technical Secretariat.

Principles and methods for temporary conversion of chemical weapons production facilities into chemical weapons destruction facilities

18. Measures pertaining to the temporary conversion of chemical weapons production facilities into chemical weapons destruction facilities shall ensure that the regime for the temporarily converted facilities is at least as stringent as the regime for chemical weapons production facilities that have not been converted.

19. Chemical weapons production facilities converted into chemical weapons destruction facilities before entry into force of this Convention shall be declared under the category of chemical weapons production facilities.

They shall be subject to an initial visit by inspectors, who shall confirm the correctness of the information about these facilities. Verification that the conversion of these facilities was performed in such a manner as to render them inoperable as chemical weapons production facilities shall also be required, and shall fall within the framework of measures provided for the facilities that are to be rendered inoperable not later than 90 days after entry into force of this Convention.

20. A State Party that intends to carry out a conversion of chemical weapons production facilities shall submit to the Technical Secretariat, not later than 30 days after this Convention enters into force for it, or not later than 30 days after a decision has been taken for temporary conversion, a general facility conversion plan, and subsequently shall submit annual plans.

21. Should a State Party have the need to convert to a chemical weapons destruction facility an additional chemical weapons production facility that had been closed after this Convention entered into force for it, it shall inform the Technical Secretariat thereof not less than 150 days before conversion. The Technical Secretariat, in conjunction with the State Party, shall make sure that the necessary measures are taken to render that facility, after its conversion, inoperable as a chemical weapons production facility.

22. A facility converted for the destruction of chemical weapons shall not be more fit for resuming chemical weapons production than a chemical weapons production facility which has been closed and is under maintenance. Its reactivation shall require no less time than that required for a chemical weapons production facility that has been closed and is under maintenance.

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23. Converted chemical weapons production facilities shall be destroyed not later than 10 years after entry into force of this Convention.

24. Any measures for the conversion of any given chemical weapons production facility shall be facility-specific and shall depend upon its individual characteristics.

25. The set of measures carried out for the purpose of converting a chemical weapons production facility into a chemical weapons destruction facility shall not be less than that which is provided for the disabling of other chemical weapons production facilities to be carried out not later than 90 days after this Convention enters into force for the State Party.

Principles and methods related to destruction of a chemical weapons production facility

26. A State Party shall destroy equipment and buildings covered by the definition of a chemical weapons production facility as follows:

(a) All specialized equipment and standard equipment shall be physically destroyed;

(b) All specialized buildings and standard buildings shall be physically destroyed.

27. A State Party shall destroy facilities for producing unfilled chemical munitions and equipment for chemical weapons employment as follows:

(a) Facilities used exclusively for production of non-chemical parts for chemical munitions or equipment specifically designed for use directly in connection with chemical weapons employment, shall be declared and destroyed. The destruction process and its verification shall be conducted according to the provisions of Article V and this Part of this Annex that govern destruction of chemical weapons production facilities;

(b) All equipment designed or used exclusively for producing non-chemical parts for chemical munitions shall be physically destroyed. Such equipment, which includes specially designed moulds and metal-forming dies, may be brought to a special location for destruction;

(c) All buildings and standard equipment used for such production activities shall be destroyed or converted for purposes not prohibited under this Convention, with confirmation, as necessary, through consultations and inspections as provided for under Article IX;

(d) Activities for purposes not prohibited under this Convention may continue while destruction or conversion proceeds.

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Order of destruction

28. The order of destruction of chemical weapons production facilities is based on the obligations specified in Article I and the other Articles of this Convention, including obligations regarding systematic on-site verification. It takes into account interests of States Parties for undiminished security during the destruction period; confidence-building in the early part of the destruction stage; gradual acquisition of experience in the course of destroying chemical weapons production facilities; and applicability irrespective of the actual characteristics of the facilities and the methods chosen for their destruction. The order of destruction is based on the principle of levelling out.

29. A State Party shall, for each destruction period, determine which chemical weapons production facilities are to be destroyed and carry out the destruction in such a way that not more than what is specified in paragraphs 30 and 31 remains at the end of each destruction period. A State Party is not precluded from destroying its facilities at a faster pace.

30. The following provisions shall apply to chemical weapons production facilities that produce Schedule 1 chemicals:

(a) A State Party shall start the destruction of such facilities not later than one year after this Convention enters into force for it, and shall complete it not later than 10 years after entry into force of this Convention. For a State which is a Party at the entry into force of this Convention, this overall period shall be divided into three separate destruction periods, namely, years 2-5, years 6-8, and years 9-10. For States which become a Party after entry into force of this Convention, the destruction periods shall be adapted, taking into account paragraphs 28 and 29;

(b) Production capacity shall be used as the comparison factor for such facilities. It shall be expressed in agent tonnes, taking into account the rules specified for binary chemical weapons;

(c) Appropriate agreed levels of production capacity shall be established for the end of the eighth year after entry into force of this Convention. Production capacity that exceeds the relevant level shall be destroyed in equal increments during the first two destruction periods;

(d) A requirement to destroy a given amount of capacity shall entail a requirement to destroy any other chemical weapons production facility that supplied the Schedule 1 facility or filled the Schedule 1 chemical produced there into munitions or devices;

(e) Chemical weapons production facilities that have been converted temporarily for destruction of chemical weapons shall continue to be subject to the obligation to destroy capacity according to the provisions of this paragraph.

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31. A State Party shall start the destruction of chemical weapons production facilities not covered in paragraph 30 not later than one year after this Convention enters into force for it, and complete it not later than five years after entry into force of this Convention.

Detailed plans for destruction

32. Not less than 180 days before the destruction of a chemical weapons production facility starts, a State Party shall provide to the Technical Secretariat the detailed plans for destruction of the facility, including proposed measures for verification of destruction referred to in paragraph 33 (f), with respect to, inter alia:

(a) Timing of the presence of the inspectors at the facility to be destroyed; and

(b) Procedures for verification of measures to be applied to each item on the declared inventory.

33. The detailed plans for destruction of each chemical weapons production facility shall contain:

(a) Detailed time schedule of the destruction process;

(b) Layout of the facility;

(c) Process flow diagram;

(d) Detailed inventory of equipment, buildings and other items to be destroyed;

(e) Measures to be applied to each item on the inventory;

(f) Proposed measures for verification;

(g) Security/safety measures to be observed during the destruction of the facility; and

(h) Working and living conditions to be provided for inspectors.

34. If a State Party intends to convert temporarily a chemical weapons production facility into a chemical weapons destruction facility, it shall notify the Technical Secretariat not less than 150 days before undertaking any conversion activities. The notification shall:

(a) Specify the name, address, and location of the facility;

(b) Provide a site diagram indicating all structures and areas that will be involved in the destruction of chemical weapons and also identify all structures of the chemical weapons production facility that are to be temporarily converted;

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(c) Specify the types of chemical weapons, and the type and quantity of chemical fill to be destroyed;

(d) Specify the destruction method;

(e) Provide a process flow diagram, indicating which portions of the production process and specialized equipment will be converted for the destruction of chemical weapons;

(f) Specify the seals and inspection equipment potentially affected by the conversion, if applicable; and

(g) Provide a schedule identifying: The time allocated to design, temporary conversion of the facility, installation of equipment, equipment check-out, destruction operations, and closure.

35. In relation to the destruction of a facility that was temporarily converted for destruction of chemical weapons, information shall be provided in accordance with paragraphs 32 and 33.

Review of detailed plans

36. On the basis of the detailed plan for destruction and proposed measures for verification submitted by the State Party, and on experience from previous inspections, the Technical Secretariat shall prepare a plan for verifying the destruction of the facility, consulting closely with the State Party. Any differences between the Technical Secretariat and the State Party concerning appropriate measures should be resolved through consultations. Any unresolved matters shall be forwarded to the Executive Council for appropriate action with a view to facilitating the full implementation of this Convention.

37. To ensure that the provisions of Article V and this Part are fulfilled, the combined plans for destruction and verification shall be agreed upon between the Executive Council and the State Party. This agreement should be completed, not less than 60 days before the planned initiation of destruction.

38. Each member of the Executive Council may consult with the Technical Secretariat on any issues regarding the adequacy of the combined plan for destruction and verification. If there are no objections by any member of the Executive Council, the plan shall be put into action.

39. If there are any difficulties, the Executive Council shall enter into consultations with the State Party to reconcile them. If any difficulties remain unresolved they shall be referred to the Conference. The resolution of any differences over methods of destruction shall not delay the execution of other parts of the destruction plan that are acceptable.

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40. If agreement is not reached with the Executive Council on aspects of verification, or if the approved verification plan cannot be put into action, verification of destruction shall proceed through continuous monitoring with on-site instruments and physical presence of inspectors.

41. Destruction and verification shall proceed according to the agreed plan. The verification shall not unduly interfere with the destruction process and shall be conducted through the presence of inspectors on-site to witness the destruction.

42. If required verification or destruction actions are not taken as planned, all States Parties shall be so informed.

C. VERIFICATION

Verification of declarations of chemical weapons production facilities through on-site inspection

43. The Technical Secretariat shall conduct an initial inspection of each chemical weapons production facility in the period between 90 and 120 days after this Convention enters into force for the State Party.

44. The purposes of the initial inspection shall be:

(a) To confirm that the production of chemical weapons has ceased and that the facility has been inactivated in accordance with this Convention;

(b) To permit the Technical Secretariat to familiarize itself with the measures that have been taken to cease production of chemical weapons at the facility;

(c) To permit the inspectors to install temporary seals;

(d) To permit the inspectors to confirm the inventory of buildings and specialized equipment;

(e) To obtain information necessary for planning inspection activities at the facility, including use of tamper-indicating seals and other agreed equipment, which shall be installed pursuant to the detailed facility agreement for the facility; and

(f) To conduct preliminary discussions regarding a detailed agreement on inspection procedures at the facility.

45. Inspectors shall employ, as appropriate, agreed seals, markers or other inventory control procedures to facilitate an accurate inventory of the declared items at each chemical weapons production facility.

46. Inspectors shall install such agreed devices as may be necessary to indicate if any resumption of production of chemical weapons occurs or if any declared item is removed. They shall take the necessary precaution not to hinder closure activities by

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the inspected State Party. Inspectors may return to maintain and verify the integrity of the devices.

47. If, on the basis of the initial inspection, the Director-General believes that additional measures are necessary to inactivate the facility in accordance with this Convention, the Director-General may request, not later than 135 days after this Convention enters into force for a State Party, that such measures be implemented by the inspected State Party not later than 180 days after this Convention enters into force for it. At its discretion, the inspected State Party may satisfy the request. If it does not satisfy the request, the inspected State Party and the Director-General shall consult to resolve the matter.

Systematic verification of chemical weapons production facilities and cessation of their activities

48. The purpose of the systematic verification of a chemical weapons production facility shall be to ensure that any resumption of production of chemical weapons or removal of declared items will be detected at this facility.

49. The detailed facility agreement for each chemical weapons production facility shall specify:

(a) Detailed on-site inspection procedures, which may include:

(i) Visual examinations;

(ii) Checking and servicing of seals and other agreed devices; and

(iii) Obtaining and analysing samples;

(b) Procedures for using tamper-indicating seals and other agreed equipment to prevent the undetected reactivation of the facility, which shall specify:

(i) The type, placement, and arrangements for installation; and

(ii) The maintenance of such seals and equipment; and

(c) Other agreed measures.

50. The seals or other approved equipment provided for in a detailed agreement on inspection measures for that facility shall be placed not later than 240 days after this Convention enters into force for a State Party. Inspectors shall be permitted to visit each chemical weapons production facility for the installation of such seals or equipment.

51. During each calendar year, the Technical Secretariat shall be permitted to conduct up to four inspections of each chemical weapons production facility.

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52. The Director-General shall notify the inspected State Party of his decision to inspect or visit a chemical weapons production facility 48 hours before the planned arrival of the inspection team at the facility for systematic inspections or visits. In the case of inspections or visits to resolve urgent problems, this period may be shortened. The Director-General shall specify the purpose of the inspection or visit.

53. Inspectors shall, in accordance with the facility agreements, have unimpeded access to all parts of the chemical weapons production facilities. The items on the declared inventory to be inspected shall be chosen by the inspectors.

54. The guidelines for determining the frequency of systematic on-site inspections shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i). The particular production facility to be inspected shall be chosen by the Technical Secretariat in such a way as to preclude the prediction of precisely when the facility is to be inspected.

Verification of destruction of chemical weapons production facilities

55. The purpose of systematic verification of the destruction of chemical weapons production facilities shall be to confirm that the facility is destroyed in accordance with the obligations under this Convention and that each item on the declared inventory is destroyed in accordance with the agreed detailed plan for destruction.

56. When all items on the declared inventory have been destroyed, the Technical Secretariat shall confirm the declaration of the State Party to that effect. After this confirmation, the Technical Secretariat shall terminate the systematic verification of the chemical weapons production facility and shall promptly remove all devices and monitoring instruments installed by the inspectors.

57. After this confirmation, the State Party shall make the declaration that the facility has been destroyed.

Verification of temporary conversion of a chemical weapons production facility into a chemical weapons destruction facility

58. Not later than 90 days after receiving the initial notification of the intent to convert temporarily a production facility, the inspectors shall have the right to visit the facility to familiarize themselves with the proposed temporary conversion and to study possible inspection measures that will be required during the conversion.

59. Not later than 60 days after such a visit, the Technical Secretariat and the inspected State Party shall conclude a transition agreement containing additional inspection measures for the temporary conversion period. The transition agreement shall specify inspection procedures, including the use of seals, monitoring equipment, and inspections, that will provide confidence that no chemical weapons production takes place during the conversion process. This agreement shall remain in force from the beginning of the temporary conversion activity until the facility begins operation as a chemical weapons destruction facility.

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60. The inspected State Party shall not remove or convert any portion of the facility, or remove or modify any seal or other agreed inspection equipment that may have been installed pursuant to this Convention until the transition agreement has been concluded.

61. Once the facility begins operation as a chemical weapons destruction facility, it shall be subject to the provisions of Part IV (A) of this Annex applicable to chemical weapons destruction facilities. Arrangements for the pre-operation period shall be governed by the transition agreement.

62. During destruction operations the inspectors shall have access to all portions of the temporarily converted chemical weapons production facilities, including those that are not directly involved with the destruction of chemical weapons.

63. Before the commencement of work at the facility to convert it temporarily for chemical weapons destruction purposes and after the facility has ceased to function as a facility for chemical weapons destruction, the facility shall be subject to the provisions of this Part applicable to chemical weapons production facilities.

D. CONVERSION OF CHEMICAL WEAPONS PRODUCTION FACILITIES TO PURPOSES NOT PROHIBITED UNDER THIS CONVENTION

Procedures for requesting conversion

64. A request to use a chemical weapons production facility for purposes not prohibited under this Convention may be made for any facility that a State Party is already using for such purposes before this Convention enters into force for it, or that it plans to use for such purposes.

65. For a chemical weapons production facility that is being used for purposes not prohibited under this Convention when this Convention enters into force for the State Party, the request shall be submitted to the Director-General not later than 30 days after this Convention enters into force for the State Party. The request shall contain, in addition to data submitted in accordance with paragraph 1 (h) (iii), the following information:

(a) A detailed justification for the request;

(b) A general facility conversion plan that specifies:

(i) The nature of the activity to be conducted at the facility;

(ii) If the planned activity involves production, processing, or consumption of chemicals: the name of each of the chemicals, the flow diagram of the facility, and the quantities planned to be produced, processed, or consumed annually;

(iii) Which buildings or structures are proposed to be used and what modifications are proposed, if any;

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(iv) Which buildings or structures have been destroyed or are proposed to be destroyed and the plans for destruction;

(v) What equipment is to be used in the facility;

(vi) What equipment has been removed and destroyed and what equipment is proposed to be removed and destroyed and the plans for its destruction;

(vii) The proposed schedule for conversion, if applicable; and

(viii) The nature of the activity of each other facility operating at the site; and

(c) A detailed explanation of how measures set forth in subparagraph (b), as well as any other measures proposed by the State Party, will ensure the prevention of standby chemical weapons production capability at the facility.

66. For a chemical weapons production facility that is not being used for purposes not prohibited under this Convention when this Convention enters into force for the State Party, the request shall be submitted to the Director-General not later than 30 days after the decision to convert, but in no case later than four years after this Convention enters into force for the State Party. The request shall contain the following information:

(a) A detailed justification for the request, including its economic needs;

(b) A general facility conversion plan that specifies:

(i) The nature of the activity planned to be conducted at the facility;

(ii) If the planned activity involves production, processing, or consumption of chemicals: the name of each of the chemicals, the flow diagram of the facility, and the quantities planned to be produced, processed, or consumed annually;

(iii) Which buildings or structures are proposed to be retained and what modifications are proposed, if any;

(iv) Which buildings or structures have been destroyed or are proposed to be destroyed and the plans for destruction;

(v) What equipment is proposed for use in the facility;

(vi) What equipment is proposed to be removed and destroyed and the plans for its destruction;

(vii) The proposed schedule for conversion; and

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(viii) The nature of the activity of each other facility operating at the site; and

(c) A detailed explanation of how the measures set forth in subparagraph (b), as well as any other measures proposed by the State Party, will ensure the prevention of standby chemical weapons production capability at the facility.

67. The State Party may propose in its request any other measures it deems appropriate to build confidence.

Actions pending a decision

68. Pending a decision of the Conference, a State Party may continue to use for purposes not prohibited under this Convention a facility that was being used for such purposes before this Convention enters into force for it, but only if the State Party certifies in its request that no specialized equipment and no specialized buildings are being used and that the specialized equipment and specialized buildings have been rendered inactive using the methods specified in paragraph 13.

69. If the facility, for which the request was made, was not being used for purposes not prohibited under this Convention before this Convention enters into force for the State Party, or if the certification required in paragraph 68 is not made, the State Party shall cease immediately all activity pursuant to Article V, paragraph 4. The State Party shall close the facility in accordance with paragraph 13 not later than 90 days after this Convention enters into force for it.

Conditions for conversion

70. As a condition for conversion of a chemical weapons production facility for purposes not prohibited under this Convention, all specialized equipment at the facility must be destroyed and all special features of buildings and structures that distinguish them from buildings and structures normally used for purposes not prohibited under this Convention and not involving Schedule 1 chemicals must be eliminated.

71. A converted facility shall not be used:

(a) For any activity involving production, processing, or consumption of a Schedule 1 chemical or a Schedule 2 chemical; or

(b) For the production of any highly toxic chemical, including any highly toxic organophosphorus chemical, or for any other activity that would require special equipment for handling highly toxic or highly corrosive chemicals, unless the Executive Council decides that such production or activity would pose no risk to the object and purpose of this Convention, taking into account criteria for toxicity, corrosiveness and, if applicable, other technical factors, to be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

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72. Conversion of a chemical weapons production facility shall be completed not later than six years after entry into force of this Convention.

72bis. If a State ratifies or accedes to this Convention after the six-year period for conversion set forth in paragraph 72, the Executive Council shall, at its second subsequent regular session, set a deadline for submission of any request to convert a chemical weapons production facility for purposes not prohibited under this Convention. A decision by the Conference to approve such a request, pursuant to paragraph 75, shall establish the earliest practicable deadline for completion of the conversion. Conversion shall be completed as soon as possible, but in no case later than six years after this Convention enters into force for the State Party. Except as modified in this paragraph, all provisions in Section D of this Part of this Annex shall apply.

Decisions by the Executive Council and the Conference

73. Not later than 90 days after receipt of the request by the Director-General, an initial inspection of the facility shall be conducted by the Technical Secretariat. The purpose of this inspection shall be to determine the accuracy of the information provided in the request, to obtain information on the technical characteristics of the proposed converted facility, and to assess the conditions under which use for purposes not prohibited under this Convention may be permitted. The Director-General shall promptly submit a report to the Executive Council, the Conference, and all States Parties containing his recommendations on the measures necessary to convert the facility to purposes not prohibited under this Convention and to provide assurance that the converted facility will be used only for purposes not prohibited under this Convention.

74. If the facility has been used for purposes not prohibited under this Convention before this Convention enters into force for the State Party, and is continuing to be in operation, but the measures required to be certified under paragraph 68 have not been taken, the Director-General shall immediately inform the Executive Council, which may require implementation of measures it deems appropriate, inter alia, shut-down of the facility and removal of specialized equipment and modification of buildings or structures. The Executive Council shall stipulate the deadline for implementation of these measures and shall suspend consideration of the request pending their satisfactory completion. The facility shall be inspected promptly after the expiration of the deadline to determine whether the measures have been implemented. If not, the State Party shall be required to shut down completely all facility operations.

75. As soon as possible after receiving the report of the Director-General, the Conference, upon recommendation of the Executive Council, shall decide, taking into account the report and any views expressed by States Parties, whether to approve the request, and shall establish the conditions upon which approval is contingent. If any State Party objects to approval of the request and the associated conditions, consultations shall be undertaken among interested States Parties for up to 90 days to seek a mutually acceptable solution. A decision on the request and associated conditions, along with any proposed modifications thereto, shall be taken, as a matter of substance, as soon as possible after the end of the consultation period.

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76. If the request is approved, a facility agreement shall be completed not later than 90 days after such a decision is taken. The facility agreement shall contain the conditions under which the conversion and use of the facility is permitted, including measures for verification. Conversion shall not begin before the facility agreement is concluded.

Detailed plans for conversion

77. Not less than 180 days before conversion of a chemical weapons production facility is planned to begin, the State Party shall provide the Technical Secretariat with the detailed plans for conversion of the facility, including proposed measures for verification of conversion, with respect to, inter alia:

(a) Timing of the presence of the inspectors at the facility to be converted; and

(b) Procedures for verification of measures to be applied to each item on the declared inventory.

78. The detailed plan for conversion of each chemical weapons production facility shall contain:

(a) Detailed time schedule of the conversion process;

(b) Layout of the facility before and after conversion;

(c) Process flow diagram of the facility before, and as appropriate, after the conversion;

(d) Detailed inventory of equipment, buildings and structures and other items to be destroyed and of the buildings and structures to be modified;

(e) Measures to be applied to each item on the inventory, if any;

(f) Proposed measures for verification;

(g) Security/safety measures to be observed during the conversion of the facility; and

(h) Working and living conditions to be provided for inspectors.

Review of detailed plans

79. On the basis of the detailed plan for conversion and proposed measures for verification submitted by the State Party, and on experience from previous inspections, the Technical Secretariat shall prepare a plan for verifying the conversion of the facility, consulting closely with the State Party. Any differences between the Technical Secretariat and the State Party concerning appropriate measures shall be resolved through consultations. Any unresolved matters shall be forwarded to the

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Executive Council for appropriate action with a view to facilitate the full implementation of this Convention.

80. To ensure that the provisions of Article V and this Part are fulfilled, the combined plans for conversion and verification shall be agreed upon between the Executive Council and the State Party. This agreement shall be completed not less than 60 days before conversion is planned to begin.

81. Each member of the Executive Council may consult with the Technical Secretariat on any issue regarding the adequacy of the combined plan for conversion and verification. If there are no objections by any member of the Executive Council, the plan shall be put into action.

82. If there are any difficulties, the Executive Council should enter into consultations with the State Party to reconcile them. If any difficulties remain unresolved, they should be referred to the Conference. The resolution of any differences over methods of conversion should not delay the execution of other parts of the conversion plan that are acceptable.

83. If agreement is not reached with the Executive Council on aspects of verification, or if the approved verification plan cannot be put into action, verification of conversion shall proceed through continuous monitoring with on-site instruments and physical presence of inspectors.

84. Conversion and verification shall proceed according to the agreed plan. The verification shall not unduly interfere with the conversion process and shall be conducted through the presence of inspectors to confirm the conversion.

85. For the 10 years after the Director-General certifies that conversion is complete, the State Party shall provide to inspectors unimpeded access to the facility at any time. The inspectors shall have the right to observe all areas, all activities, and all items of equipment at the facility. The inspectors shall have the right to verify that the activities at the facility are consistent with any conditions established under this Section, by the Executive Council and the Conference. The inspectors shall also have the right, in accordance with provisions of Part II, Section E, of this Annex to receive samples from any area of the facility and to analyse them to verify the absence of Schedule 1 chemicals, their stable by-products and decomposition products and of Schedule 2 chemicals and to verify that the activities at the facility are consistent with any other conditions on chemical activities established under this Section, by the Executive Council and the Conference. The inspectors shall also have the right to managed access, in accordance with Part X, Section C, of this Annex, to the plant site at which the facility is located. During the 10-year period, the State Party shall report annually on the activities at the converted facility. Upon completion of the 10-year period, the Executive Council, taking into account recommendations of the Technical Secretariat, shall decide on the nature of continued verification measures.

86. Costs of verification of the converted facility shall be allocated in accordance with Article V, paragraph 19.

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PART VI

ACTIVITIES NOT PROHIBITED UNDER THIS CONVENTION IN ACCORDANCE WITH ARTICLE VI

REGIME FOR SCHEDULE 1 CHEMICALS AND FACILITIES RELATED TO SUCH CHEMICALS

A. GENERAL PROVISIONS

1. A State Party shall not produce, acquire, retain or use Schedule 1 chemicals outside the territories of States Parties and shall not transfer such chemicals outside its territory except to another State Party.

2. A State Party shall not produce, acquire, retain, transfer or use Schedule 1 chemicals unless:

   (a) The chemicals are applied to research, medical, pharmaceutical or protective purposes; and

   (b) The types and quantities of chemicals are strictly limited to those which can be justified for such purposes; and

   (c) The aggregate amount of such chemicals at any given time for such purposes is equal to or less than 1 tonne; and

   (d) The aggregate amount for such purposes acquired by a State Party in any year through production, withdrawal from chemical weapons stocks and transfer is equal to or less than 1 tonne.

B. TRANSFERS

3. A State Party may transfer Schedule 1 chemicals outside its territory only to another State Party and only for research, medical, pharmaceutical or protective purposes in accordance with paragraph 2.

4. Chemicals transferred shall not be retransferred to a third State.

5. Not less than 30 days before any transfer to another State Party both States Parties shall notify the Technical Secretariat of the transfer.

5bis. For quantities of 5 milligrams or less, the Schedule 1 chemical saxitoxin shall not be subject to the notification period in paragraph 5 if the transfer is for medical/diagnostic purposes. In such cases, the notification shall be made by the time of transfer.

6. Each State Party shall make a detailed annual declaration regarding transfers during the previous year. The declaration shall be submitted not later than 90 days after the

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end of that year and shall for each Schedule 1 chemical that has been transferred include the following information:

(a) The chemical name, structural formula and Chemical Abstracts Service registry number, if assigned;

(b) The quantity acquired from other States or transferred to other States Parties. For each transfer the quantity, recipient and purpose shall be included.

C. PRODUCTION

General principles for production

7. Each State Party, during production under paragraphs 8 to 12, shall assign the highest priority to ensuring the safety of people and to protecting the environment. Each State Party shall conduct such production in accordance with its national standards for safety and emissions.

Single small-scale facility

8. Each State Party that produces Schedule 1 chemicals for research, medical, pharmaceutical or protective purposes shall carry out the production at a single small-scale facility approved by the State Party, except as set forth in paragraphs 10, 11 and 12.

9. The production at a single small-scale facility shall be carried out in reaction vessels in production lines not configurated for continuous operation. The volume of such a reaction vessel shall not exceed 100 litres, and the total volume of all reaction vessels with a volume exceeding 5 litres shall not be more than 500 litres.

Other facilities

10. Production of Schedule 1 chemicals in aggregate quantities not exceeding 10 kg per year may be carried out for protective purposes at one facility outside a single small-scale facility. This facility shall be approved by the State Party.

11. Production of Schedule 1 chemicals in quantities of more than 100 g per year may be carried out for research, medical or pharmaceutical purposes outside a single small-scale facility in aggregate quantities not exceeding 10 kg per year per facility. These facilities shall be approved by the State Party.

12. Synthesis of Schedule 1 chemicals for research, medical or pharmaceutical purposes, but not for protective purposes, may be carried out at laboratories in aggregate quantities less than 100 g per year per facility. These facilities shall not be subject to any obligation relating to declaration and verification as specified in Sections D and E.

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D. DECLARATIONS

Single small-scale facility

13. Each State Party that plans to operate a single small-scale facility shall provide the Technical Secretariat with the precise location and a detailed technical description of the facility, including an inventory of equipment and detailed diagrams. For existing facilities, this initial declaration shall be provided not later than 30 days after this Convention enters into force for the State Party. Initial declarations on new facilities shall be provided not less than 180 days before operations are to begin.

14. Each State Party shall give advance notification to the Technical Secretariat of planned changes related to the initial declaration. The notification shall be submitted not less than 180 days before the changes are to take place.

15. A State Party producing Schedule 1 chemicals at a single small-scale facility shall make a detailed annual declaration regarding the activities of the facility for the previous year. The declaration shall be submitted not later than 90 days after the end of that year and shall include:

    (a) Identification of the facility;

    (b) For each Schedule 1 chemical produced, acquired, consumed or stored at the facility, the following information:

        (i) The chemical name, structural formula and Chemical Abstracts Service registry number, if assigned;

        (ii) The methods employed and quantity produced;

        (iii) The name and quantity of precursors listed in Schedules 1, 2, or 3 used for production of Schedule 1 chemicals;

        (iv) The quantity consumed at the facility and the purpose(s) of the consumption;

        (v) The quantity received from or shipped to other facilities in the State Party. For each shipment the quantity, recipient and purpose should be included;

        (vi) The maximum quantity stored at any time during the year; and

        (vii) The quantity stored at the end of the year; and

    (c) Information on any changes at the facility during the year compared to previously submitted detailed technical descriptions of the facility including inventories of equipment and detailed diagrams.

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16. Each State Party producing Schedule 1 chemicals at a single small-scale facility shall make a detailed annual declaration regarding the projected activities and the anticipated production at the facility for the coming year. The declaration shall be submitted not less than 90 days before the beginning of that year and shall include:

(a) Identification of the facility;

(b) For each Schedule 1 chemical anticipated to be produced, consumed or stored at the facility, the following information:

(i) The chemical name, structural formula and Chemical Abstracts Service registry number, if assigned;

(ii) The quantity anticipated to be produced and the purpose of the production; and

(c) Information on any anticipated changes at the facility during the year compared to previously submitted detailed technical descriptions of the facility including inventories of equipment and detailed diagrams.

Other facilities referred to in paragraphs 10 and 11

17. For each facility, a State Party shall provide the Technical Secretariat with the name, location and a detailed technical description of the facility or its relevant part(s) as requested by the Technical Secretariat. The facility producing Schedule 1 chemicals for protective purposes shall be specifically identified. For existing facilities, this initial declaration shall be provided not later than 30 days after this Convention enters into force for the State Party. Initial declarations on new facilities shall be provided not less than 180 days before operations are to begin.

18. Each State Party shall give advance notification to the Technical Secretariat of planned changes related to the initial declaration. The notification shall be submitted not less than 180 days before the changes are to take place.

19. Each State Party shall, for each facility, make a detailed annual declaration regarding the activities of the facility for the previous year. The declaration shall be submitted not later than 90 days after the end of that year and shall include:

(a) Identification of the facility;

(b) For each Schedule 1 chemical the following information:

(i) The chemical name, structural formula and Chemical Abstracts Service registry number, if assigned;

(ii) The quantity produced and, in case of production for protective purposes, methods employed;

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(iii) The name and quantity of precursors listed in Schedules 1, 2, or 3, used for production of Schedule 1 chemicals;

(iv) The quantity consumed at the facility and the purpose of the consumption;

(v) The quantity transferred to other facilities within the State Party. For each transfer the quantity, recipient and purpose should be included;

(vi) The maximum quantity stored at any time during the year; and

(vii) The quantity stored at the end of the year; and

(c) Information on any changes at the facility or its relevant parts during the year compared to previously submitted detailed technical description of the facility.

20. Each State Party shall, for each facility, make a detailed annual declaration regarding the projected activities and the anticipated production at the facility for the coming year. The declaration shall be submitted not less than 90 days before the beginning of that year and shall include:

(a) Identification of the facility;

(b) For each Schedule 1 chemical the following information:

(i) The chemical name, structural formula and Chemical Abstracts Service registry number, if assigned; and

(ii) The quantity anticipated to be produced, the time periods when the production is anticipated to take place and the purposes of the production; and

(c) Information on any anticipated changes at the facility or its relevant parts, during the year compared to previously submitted detailed technical descriptions of the facility.

E. VERIFICATION

Single small-scale facility

21. The aim of verification activities at the single small-scale facility shall be to verify that the quantities of Schedule 1 chemicals produced are correctly declared and, in particular, that their aggregate amount does not exceed 1 tonne.

22. The facility shall be subject to systematic verification through on-site inspection and monitoring with on-site instruments.

23. The number, intensity, duration, timing and mode of inspections for a particular facility shall be based on the risk to the object and purpose of this Convention posed

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by the relevant chemicals, the characteristics of the facility and the nature of the activities carried out there. Appropriate guidelines shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

24. The purpose of the initial inspection shall be to verify information provided concerning the facility, including verification of the limits on reaction vessels set forth in paragraph 9.

25. Not later than 180 days after this Convention enters into force for a State Party, it shall conclude a facility agreement, based on a model agreement, with the Organization, covering detailed inspection procedures for the facility.

26. Each State Party planning to establish a single small-scale facility after this Convention enters into force for it shall conclude a facility agreement, based on a model agreement, with the Organization, covering detailed inspection procedures for the facility before it begins operation or is used.

27. A model for agreements shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

Other facilities referred to in paragraphs 10 and 11

28. The aim of verification activities at any facility referred to in paragraphs 10 and 11 shall be to verify that:

(a) The facility is not used to produce any Schedule 1 chemical, except for the declared chemicals;

(b) The quantities of Schedule 1 chemicals produced, processed or consumed are correctly declared and consistent with needs for the declared purpose; and

(c) The Schedule 1 chemical is not diverted or used for other purposes.

29. The facility shall be subject to systematic verification through on-site inspection and monitoring with on-site instruments.

30. The number, intensity, duration, timing and mode of inspections for a particular facility shall be based on the risk to the object and purpose of this Convention posed by the quantities of chemicals produced, the characteristics of the facility and the nature of the activities carried out there. Appropriate guidelines shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

31. Not later than 180 days after this Convention enters into force for a State Party, it shall conclude facility agreements with the Organization, based on a model agreement covering detailed inspection procedures for each facility.

32. Each State Party planning to establish such a facility after entry into force of this Convention shall conclude a facility agreement with the Organization before the facility begins operation or is used.

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PART VII

ACTIVITIES NOT PROHIBITED UNDER THIS CONVENTION IN ACCORDANCE WITH ARTICLE VI

REGIME FOR SCHEDULE 2 CHEMICALS AND FACILITIES RELATED TO SUCH CHEMICALS

A. DECLARATIONS

Declarations of aggregate national data

1. The initial and annual declarations to be provided by each State Party pursuant to Article VI, paragraphs 7 and 8, shall include aggregate national data for the previous calendar year on the quantities produced, processed, consumed, imported and exported of each Schedule 2 chemical, as well as a quantitative specification of import and export for each country involved.

2. Each State Party shall submit:

   (a) Initial declarations pursuant to paragraph 1 not later than 30 days after this Convention enters into force for it; and, starting in the following calendar year,

   (b) Annual declarations not later than 90 days after the end of the previous calendar year.

Declarations of plant sites producing, processing or consuming Schedule 2 chemicals

3. Initial and annual declarations are required for all plant sites that comprise one or more plant(s) which produced, processed or consumed during any of the previous three calendar years or is anticipated to produce, process or consume in the next calendar year more than:

   (a) 1 kg of a chemical designated "*" in Schedule 2, part A;

   (b) 100 kg of any other chemical listed in Schedule 2, part A; or

   (c) 1 tonne of a chemical listed in Schedule 2, part B.

4. Each State Party shall submit:

   (a) Initial declarations pursuant to paragraph 3 not later than 30 days after this Convention enters into force for it; and, starting in the following calendar year;

   (b) Annual declarations on past activities not later than 90 days after the end of the previous calendar year;

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(c) Annual declarations on anticipated activities not later than 60 days before the beginning of the following calendar year. Any such activity additionally planned after the annual declaration has been submitted shall be declared not later than five days before this activity begins.

5. Declarations pursuant to paragraph 3 are generally not required for mixtures containing a low concentration of a Schedule 2 chemical. They are only required, in accordance with guidelines, in cases where the ease of recovery from the mixture of the Schedule 2 chemical and its total weight are deemed to pose a risk to the object and purpose of this Convention. These guidelines shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

6. Declarations of a plant site pursuant to paragraph 3 shall include:

(a) The name of the plant site and the name of the owner, company, or enterprise operating it;

(b) Its precise location including the address; and

(c) The number of plants within the plant site which are declared pursuant to Part VIII of this Annex.

7. Declarations of a plant site pursuant to paragraph 3 shall also include, for each plant which is located within the plant site and which falls under the specifications set forth in paragraph 3, the following information:

(a) The name of the plant and the name of the owner, company, or enterprise operating it;

(b) Its precise location within the plant site including the specific building or structure number, if any;

(c) Its main activities;

(d) Whether the plant:

(i) Produces, processes, or consumes the declared Schedule 2 chemical(s);

(ii) Is dedicated to such activities or multi-purpose; and

(iii) Performs other activities with regard to the declared Schedule 2 chemical(s), including a specification of that other activity (e.g. storage); and

(e) The production capacity of the plant for each declared Schedule 2 chemical.

8. Declarations of a plant site pursuant to paragraph 3 shall also include the following information on each Schedule 2 chemical above the declaration threshold:

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(a) The chemical name, common or trade name used by the facility, structural formula, and Chemical Abstracts Service registry number, if assigned;

(b) In the case of the initial declaration: the total amount produced, processed, consumed, imported and exported by the plant site in each of the three previous calendar years;

(c) In the case of the annual declaration on past activities: the total amount produced, processed, consumed, imported and exported by the plant site in the previous calendar year;

(d) In the case of the annual declaration on anticipated activities: the total amount anticipated to be produced, processed or consumed by the plant site in the following calendar year, including the anticipated time periods for production, processing or consumption; and

(e) The purposes for which the chemical was or will be produced, processed or consumed:

(i) Processing and consumption on site with a specification of the product types;

(ii) Sale or transfer within the territory or to any other place under the jurisdiction or control of the State Party, with a specification whether to other industry, trader or other destination and, if possible, of final product types;

(iii) Direct export, with a specification of the States involved; or

(iv) Other, including a specification of these other purposes.

Declarations on past production of Schedule 2 chemicals for chemical weapons purposes

9. Each State Party shall, not later than 30 days after this Convention enters into force for it, declare all plant sites comprising plants that produced at any time since 1 January 1946 a Schedule 2 chemical for chemical weapons purposes.

10. Declarations of a plant site pursuant to paragraph 9 shall include:

(a) The name of the plant site and the name of the owner, company, or enterprise operating it;

(b) Its precise location including the address;

(c) For each plant which is located within the plant site, and which falls under the specifications set forth in paragraph 9, the same information as required under paragraph 7, subparagraphs (a) to (e); and

(d) For each Schedule 2 chemical produced for chemical weapons purposes:

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(i) The chemical name, common or trade name used by the plant site for chemical weapons production purposes, structural formula, and Chemical Abstracts Service registry number, if assigned;

(ii) The dates when the chemical was produced and the quantity produced; and

(iii) The location to which the chemical was delivered and the final product produced there, if known.

Information to States Parties

11. A list of plant sites declared under this Section together with the information provided under paragraphs 6, 7 (a), 7 (c), 7 (d) (i), 7 (d) (iii), 8 (a) and 10 shall be transmitted by the Technical Secretariat to States Parties upon request.

B. VERIFICATION

General

12. Verification provided for in Article VI, paragraph 4, shall be carried out through on-site inspection at those of the declared plant sites that comprise one or more plants which produced, processed or consumed during any of the previous three calendar years or are anticipated to produce, process or consume in the next calendar year more than:

(a) 10 kg of a chemical designated "*" in Schedule 2, part A;

(b) 1 tonne of any other chemical listed in Schedule 2, part A; or

(c) 10 tonnes of a chemical listed in Schedule 2, part B.

13. The programme and budget of the Organization to be adopted by the Conference pursuant to Article VIII, paragraph 21 (a) shall contain, as a separate item, a programme and budget for verification under this Section. In the allocation of resources made available for verification under Article VI, the Technical Secretariat shall, during the first three years after the entry into force of this Convention, give priority to the initial inspections of plant sites declared under Section A. The allocation shall thereafter be reviewed on the basis of the experience gained.

14. The Technical Secretariat shall conduct initial inspections and subsequent inspections in accordance with paragraphs 15 to 22.

Inspection aims

15. The general aim of inspections shall be to verify that activities are in accordance with obligations under this Convention and consistent with the information to be provided

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in declarations. Particular aims of inspections at plant sites declared under Section A shall include verification of:

(a) The absence of any Schedule 1 chemical, especially its production, except if in accordance with Part VI of this Annex;

(b) Consistency with declarations of levels of production, processing or consumption of Schedule 2 chemicals; and

(c) Non-diversion of Schedule 2 chemicals for activities prohibited under this Convention.

Initial inspections

16. Each plant site to be inspected pursuant to paragraph 12 shall receive an initial inspection as soon as possible but preferably not later than three years after entry into force of this Convention. Plant sites declared after this period shall receive an initial inspection not later than one year after production, processing or consumption is first declared. Selection of plant sites for initial inspections shall be made by the Technical Secretariat in such a way as to preclude the prediction of precisely when the plant site is to be inspected.

17. During the initial inspection, a draft facility agreement for the plant site shall be prepared unless the inspected State Party and the Technical Secretariat agree that it is not needed.

18. With regard to frequency and intensity of subsequent inspections, inspectors shall during the initial inspection assess the risk to the object and purpose of this Convention posed by the relevant chemicals, the characteristics of the plant site and the nature of the activities carried out there, taking into account, inter alia, the following criteria:

(a) The toxicity of the scheduled chemicals and of the end-products produced with it, if any;

(b) The quantity of the scheduled chemicals typically stored at the inspected site;

(c) The quantity of feedstock chemicals for the scheduled chemicals typically stored at the inspected site;

(d) The production capacity of the Schedule 2 plants; and

(e) The capability and convertibility for initiating production, storage and filling of toxic chemicals at the inspected site.

Inspections

19. Having received the initial inspection, each plant site to be inspected pursuant to paragraph 12 shall be subject to subsequent inspections.

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20. In selecting particular plant sites for inspection and in deciding on the frequency and intensity of inspections, the Technical Secretariat shall give due consideration to the risk to the object and purpose of this Convention posed by the relevant chemical, the characteristics of the plant site and the nature of the activities carried out there, taking into account the respective facility agreement as well as the results of the initial inspections and subsequent inspections.

21. The Technical Secretariat shall choose a particular plant site to be inspected in such a way as to preclude the prediction of exactly when it will be inspected.

22. No plant site shall receive more than two inspections per calendar year under the provisions of this Section. This, however, shall not limit inspections pursuant to Article IX.

Inspection procedures

23. In addition to agreed guidelines, other relevant provisions of this Annex and the Confidentiality Annex, paragraphs 24 to 30 below shall apply.

24. A facility agreement for the declared plant site shall be concluded not later than 90 days after completion of the initial inspection between the inspected State Party and the Organization unless the inspected State Party and the Technical Secretariat agree that it is not needed. It shall be based on a model agreement and govern the conduct of inspections at the declared plant site. The agreement shall specify the frequency and intensity of inspections as well as detailed inspection procedures, consistent with paragraphs 25 to 29.

25. The focus of the inspection shall be the declared Schedule 2 plant(s) within the declared plant site. If the inspection team requests access to other parts of the plant site, access to these areas shall be granted in accordance with the obligation to provide clarification pursuant to Part II, paragraph 51, of this Annex and in accordance with the facility agreement, or, in the absence of a facility agreement, in accordance with the rules of managed access as specified in Part X, Section C, of this Annex.

26. Access to records shall be provided, as appropriate, to provide assurance that there has been no diversion of the declared chemical and that production has been consistent with declarations.

27. Sampling and analysis shall be undertaken to check for the absence of undeclared scheduled chemicals.

28. Areas to be inspected may include:

    (a) Areas where feed chemicals (reactants) are delivered or stored;

    (b) Areas where manipulative processes are performed upon the reactants prior to addition to the reaction vessels;

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(c) Feed lines as appropriate from the areas referred to in subparagraph (a) or subparagraph (b) to the reaction vessels together with any associated valves, flow meters, etc.;

(d) The external aspect of the reaction vessels and ancillary equipment;

(e) Lines from the reaction vessels leading to long- or short-term storage or to equipment further processing the declared Schedule 2 chemicals;

(f) Control equipment associated with any of the items under subparagraphs (a) to (e);

(g) Equipment and areas for waste and effluent handling;

(h) Equipment and areas for disposition of chemicals not up to specification.

29. The period of inspection shall not last more than 96 hours; however, extensions may be agreed between the inspection team and the inspected State Party.

Notification of inspection

30. A State Party shall be notified by the Technical Secretariat of the inspection not less than 48 hours before the arrival of the inspection team at the plant site to be inspected.

C. TRANSFERS TO STATES NOT PARTY TO THIS CONVENTION

31. Schedule 2 chemicals shall only be transferred to or received from States Parties. This obligation shall take effect three years after entry into force of this Convention.

32. During this interim three-year period, each State Party shall require an end-use certificate, as specified below, for transfers of Schedule 2 chemicals to States not Party to this Convention. For such transfers, each State Party shall adopt the necessary measures to ensure that the transferred chemicals shall only be used for purposes not prohibited under this Convention. Inter alia, the State Party shall require from the recipient State a certificate stating, in relation to the transferred chemicals:

(a) That they will only be used for purposes not prohibited under this Convention;

(b) That they will not be re-transferred;

(c) Their types and quantities;

(d) Their end-use(s); and

(e) The name(s) and address(es) of the end-user(s).

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PART VIII

ACTIVITIES NOT PROHIBITED UNDER THIS CONVENTION IN ACCORDANCE WITH ARTICLE VI

REGIME FOR SCHEDULE 3 CHEMICALS AND FACILITIES RELATED TO SUCH CHEMICALS

A. DECLARATIONS

Declarations of aggregate national data

1. The initial and annual declarations to be provided by a State Party pursuant to Article VI, paragraphs 7 and 8, shall include aggregate national data for the previous calendar year on the quantities produced, imported and exported of each Schedule 3 chemical, as well as a quantitative specification of import and export for each country involved.

2. Each State Party shall submit:

   (a) Initial declarations pursuant to paragraph 1 not later than 30 days after this Convention enters into force for it; and, starting in the following calendar year,

   (b) Annual declarations not later than 90 days after the end of the previous calendar year.

Declarations of plant sites producing Schedule 3 chemicals

3. Initial and annual declarations are required for all plant sites that comprise one or more plants which produced during the previous calendar year or are anticipated to produce in the next calendar year more than 30 tonnes of a Schedule 3 chemical.

4. Each State Party shall submit:

   (a) Initial declarations pursuant to paragraph 3 not later than 30 days after this Convention enters into force for it; and, starting in the following calendar year;

   (b) Annual declarations on past activities not later than 90 days after the end of the previous calendar year;

   (c) Annual declarations on anticipated activities not later than 60 days before the beginning of the following calendar year. Any such activity additionally planned after the annual declaration has been submitted shall be declared not later than five days before this activity begins.

5. Declarations pursuant to paragraph 3 are generally not required for mixtures containing a low concentration of a Schedule 3 chemical. They are only required, in

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accordance with guidelines, in such cases where the ease of recovery from the mixture of the Schedule 3 chemical and its total weight are deemed to pose a risk to the object and purpose of this Convention. These guidelines shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

6. Declarations of a plant site pursuant to paragraph 3 shall include:

(a) The name of the plant site and the name of the owner, company, or enterprise operating it;

(b) Its precise location including the address; and

(c) The number of plants within the plant site which are declared pursuant to Part VII of this Annex.

7. Declarations of a plant site pursuant to paragraph 3 shall also include, for each plant which is located within the plant site and which falls under the specifications set forth in paragraph 3, the following information:

(a) The name of the plant and the name of the owner, company, or enterprise operating it;

(b) Its precise location within the plant site, including the specific building or structure number, if any;

(c) Its main activities.

8. Declarations of a plant site pursuant to paragraph 3 shall also include the following information on each Schedule 3 chemical above the declaration threshold:

(a) The chemical name, common or trade name used by the facility, structural formula, and Chemical Abstracts Service registry number, if assigned;

(b) The approximate amount of production of the chemical in the previous calendar year, or, in case of declarations on anticipated activities, anticipated for the next calendar year, expressed in the ranges: 30 to 200 tonnes, 200 to 1,000 tonnes, 1,000 to 10,000 tonnes, 10,000 to 100,000 tonnes, and above 100,000 tonnes; and

(c) The purposes for which the chemical was or will be produced.

Declarations on past production of Schedule 3 chemicals for chemical weapons purposes

9. Each State Party shall, not later than 30 days after this Convention enters into force for it, declare all plant sites comprising plants that produced at any time since 1 January 1946 a Schedule 3 chemical for chemical weapons purposes.

10. Declarations of a plant site pursuant to paragraph 9 shall include:

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(a) The name of the plant site and the name of the owner, company, or enterprise operating it;

(b) Its precise location including the address;

(c) For each plant which is located within the plant site, and which falls under the specifications set forth in paragraph 9, the same information as required under paragraph 7, subparagraphs (a) to (c); and

(d) For each Schedule 3 chemical produced for chemical weapons purposes:

(i) The chemical name, common or trade name used by the plant site for chemical weapons production purposes, structural formula, and Chemical Abstracts Service registry number, if assigned;

(ii) The dates when the chemical was produced and the quantity produced; and

(iii) The location to which the chemical was delivered and the final product produced there, if known.

Information to States Parties

11. A list of plant sites declared under this Section together with the information provided under paragraphs 6, 7 (a), 7 (c), 8 (a) and 10 shall be transmitted by the Technical Secretariat to States Parties upon request.

B. VERIFICATION

General

12. Verification provided for in paragraph 5 of Article VI shall be carried out through on-site inspections at those declared plant sites which produced during the previous calendar year or are anticipated to produce in the next calendar year in excess of 200 tonnes aggregate of any Schedule 3 chemical above the declaration threshold of 30 tonnes.

13. The programme and budget of the Organization to be adopted by the Conference pursuant to Article VIII, paragraph 21 (a), shall contain, as a separate item, a programme and budget for verification under this Section taking into account Part VII, paragraph 13, of this Annex.

14. Under this Section, the Technical Secretariat shall randomly select plant sites for inspection through appropriate mechanisms, such as the use of specially designed computer software, on the basis of the following weighting factors:

(a) Equitable geographical distribution of inspections; and

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(b) The information on the declared plant sites available to the Technical Secretariat, related to the relevant chemical, the characteristics of the plant site and the nature of the activities carried out there.

15. No plant site shall receive more than two inspections per year under the provisions of this Section. This, however, shall not limit inspections pursuant to Article IX.

16. In selecting plant sites for inspection under this Section, the Technical Secretariat shall observe the following limitation for the combined number of inspections to be received by a State Party per calendar year under this Part and Part IX of this Annex: the combined number of inspections shall not exceed three plus 5 per cent of the total number of plant sites declared by a State Party under both this Part and Part IX of this Annex, or 20 inspections, whichever of these two figures is lower.

Inspection aims

17. At plant sites declared under Section A, the general aim of inspections shall be to verify that activities are consistent with the information to be provided in declarations. The particular aim of inspections shall be the verification of the absence of any Schedule 1 chemical, especially its production, except if in accordance with Part VI of this Annex.

Inspection procedures

18. In addition to agreed guidelines, other relevant provisions of this Annex and the Confidentiality Annex, paragraphs 19 to 25 below shall apply.

19. There shall be no facility agreement, unless requested by the inspected State Party.

20. The focus of the inspections shall be the declared Schedule 3 plant(s) within the declared plant site. If the inspection team, in accordance with Part II, paragraph 51, of this Annex, requests access to other parts of the plant site for clarification of ambiguities, the extent of such access shall be agreed between the inspection team and the inspected State Party.

21. The inspection team may have access to records in situations in which the inspection team and the inspected State Party agree that such access will assist in achieving the objectives of the inspection.

22. Sampling and on-site analysis may be undertaken to check for the absence of undeclared scheduled chemicals. In case of unresolved ambiguities, samples may be analysed in a designated off-site laboratory, subject to the inspected State Party's agreement.

23. Areas to be inspected may include:

(a) Areas where feed chemicals (reactants) are delivered or stored;

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(b) Areas where manipulative processes are performed upon the reactants prior to addition to the reaction vessel;

(c) Feed lines as appropriate from the areas referred to in subparagraph (a) or subparagraph (b) to the reaction vessel together with any associated valves, flow meters, etc.;

(d) The external aspect of the reaction vessels and ancillary equipment;

(e) Lines from the reaction vessels leading to long- or short-term storage or to equipment further processing the declared Schedule 3 chemicals;

(f) Control equipment associated with any of the items under subparagraphs (a) to (e);

(g) Equipment and areas for waste and effluent handling;

(h) Equipment and areas for disposition of chemicals not up to specification.

24. The period of inspection shall not last more than 24 hours; however, extensions may be agreed between the inspection team and the inspected State Party.

Notification of inspection

25. A State Party shall be notified by the Technical Secretariat of the inspection not less than 120 hours before the arrival of the inspection team at the plant site to be inspected.

C. TRANSFERS TO STATES NOT PARTY TO THIS CONVENTION

26. When transferring Schedule 3 chemicals to States not Party to this Convention, each State Party shall adopt the necessary measures to ensure that the transferred chemicals shall only be used for purposes not prohibited under this Convention. Inter alia, the State Party shall require from the recipient State a certificate stating, in relation to the transferred chemicals:

(a) That they will only be used for purposes not prohibited under this Convention;

(b) That they will not be re-transferred;

(c) Their types and quantities;

(d) Their end-use(s); and

(e) The name(s) and address(es) of the end-user(s).

27. Five years after entry into force of this Convention, the Conference shall consider the need to establish other measures regarding transfers of Schedule 3 chemicals to States not Party to this Convention.

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PART IX

ACTIVITIES NOT PROHIBITED UNDER THIS CONVENTION IN ACCORDANCE WITH ARTICLE VI

REGIME FOR OTHER CHEMICAL PRODUCTION FACILITIES

A. DECLARATIONS

List of other chemical production facilities

1. The initial declaration to be provided by each State Party pursuant to Article VI, paragraph 7, shall include a list of all plant sites that:

   (a) Produced by synthesis during the previous calendar year more than 200 tonnes of unscheduled discrete organic chemicals; or

   (b) Comprise one or more plants which produced by synthesis during the previous calendar year more than 30 tonnes of an unscheduled discrete organic chemical containing the elements phosphorus, sulfur or fluorine (hereinafter referred to as "PSF-plants" and "PSF-chemical").

2. The list of other chemical production facilities to be submitted pursuant to paragraph 1 shall not include plant sites that exclusively produced explosives or hydrocarbons.

3. Each State Party shall submit its list of other chemical production facilities pursuant to paragraph 1 as part of its initial declaration not later than 30 days after this Convention enters into force for it. Each State Party shall, not later than 90 days after the beginning of each following calendar year, provide annually the information necessary to update the list.

4. The list of other chemical production facilities to be submitted pursuant to paragraph 1 shall include the following information on each plant site:

   (a) The name of the plant site and the name of the owner, company, or enterprise operating it;

   (b) The precise location of the plant site including its address;

   (c) Its main activities; and

   (d) The approximate number of plants producing the chemicals specified in paragraph 1 in the plant site.

5. With regard to plant sites listed pursuant to paragraph 1 (a), the list shall also include information on the approximate aggregate amount of production of the unscheduled discrete organic chemicals in the previous calendar year expressed in the ranges: under 1,000 tonnes, 1,000 to 10,000 tonnes and above 10,000 tonnes.

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6. With regard to plant sites listed pursuant to paragraph 1 (b), the list shall also specify the number of PSF-plants within the plant site and include information on the approximate aggregate amount of production of PSF-chemicals produced by each PSF-plant in the previous calendar year expressed in the ranges: under 200 tonnes, 200 to 1,000 tonnes, 1,000 to 10,000 tonnes and above 10,000 tonnes.

Assistance by the Technical Secretariat

7. If a State Party, for administrative reasons, deems it necessary to ask for assistance in compiling its list of chemical production facilities pursuant to paragraph 1, it may request the Technical Secretariat to provide such assistance. Questions as to the completeness of the list shall then be resolved through consultations between the State Party and the Technical Secretariat.

Information to States Parties

8. The lists of other chemical production facilities submitted pursuant to paragraph 1, including the information provided under paragraph 4, shall be transmitted by the Technical Secretariat to States Parties upon request.

B. VERIFICATION

General

9. Subject to the provisions of Section C, verification as provided for in Article VI, paragraph 6, shall be carried out through on-site inspection at:

   (a) Plant sites listed pursuant to paragraph 1 (a); and

   (b) Plant sites listed pursuant to paragraph 1 (b) that comprise one or more PSF-plants which produced during the previous calendar year more than 200 tonnes of a PSF-chemical.

10. The programme and budget of the Organization to be adopted by the Conference pursuant to Article VIII, paragraph 21 (a), shall contain, as a separate item, a programme and budget for verification under this Section after its implementation has started.

11. Under this Section, the Technical Secretariat shall randomly select plant sites for inspection through appropriate mechanisms, such as the use of specially designed computer software, on the basis of the following weighting factors:

   (a) Equitable geographical distribution of inspections;

   (b) The information on the listed plant sites available to the Technical Secretariat, related to the characteristics of the plant site and the activities carried out there; and

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(c) Proposals by States Parties on a basis to be agreed upon in accordance with paragraph 25.

12. No plant site shall receive more than two inspections per year under the provisions of this Section. This, however, shall not limit inspections pursuant to Article IX.

13. In selecting plant sites for inspection under this Section, the Technical Secretariat shall observe the following limitation for the combined number of inspections to be received by a State Party per calendar year under this Part and Part VIII of this Annex: the combined number of inspections shall not exceed three plus 5 per cent of the total number of plant sites declared by a State Party under both this Part and Part VIII of this Annex, or 20 inspections, whichever of these two figures is lower.

Inspection aims

14. At plant sites listed under Section A, the general aim of inspections shall be to verify that activities are consistent with the information to be provided in declarations. The particular aim of inspections shall be the verification of the absence of any Schedule 1 chemical, especially its production, except if in accordance with Part VI of this Annex.

Inspection procedures

15. In addition to agreed guidelines, other relevant provisions of this Annex and the Confidentiality Annex, paragraphs 16 to 20 below shall apply.

16. There shall be no facility agreement, unless requested by the inspected State Party.

17. The focus of inspection at a plant site selected for inspection shall be the plant(s) producing the chemicals specified in paragraph 1, in particular the PSF-plants listed pursuant to paragraph 1 (b). The inspected State Party shall have the right to manage access to these plants in accordance with the rules of managed access as specified in Part X, Section C, of this Annex. If the inspection team, in accordance with Part II, paragraph 51, of this Annex, requests access to other parts of the plant site for clarification of ambiguities, the extent of such access shall be agreed between the inspection team and the inspected State Party.

18. The inspection team may have access to records in situations in which the inspection team and the inspected State Party agree that such access will assist in achieving the objectives of the inspection.

19. Sampling and on-site analysis may be undertaken to check for the absence of undeclared scheduled chemicals. In cases of unresolved ambiguities, samples may be analysed in a designated off-site laboratory, subject to the inspected State Party's agreement.

20. The period of inspection shall not last more than 24 hours; however, extensions may be agreed between the inspection team and the inspected State Party.

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Notification of inspection

21. A State Party shall be notified by the Technical Secretariat of the inspection not less than 120 hours before the arrival of the inspection team at the plant site to be inspected.

C. IMPLEMENTATION AND REVIEW OF SECTION B

Implementation

22. The implementation of Section B shall start at the beginning of the fourth year after entry into force of this Convention unless the Conference, at its regular session in the third year after entry into force of this Convention, decides otherwise.

23. The Director-General shall, for the regular session of the Conference in the third year after entry into force of this Convention, prepare a report which outlines the experience of the Technical Secretariat in implementing the provisions of Parts VII and VIII of this Annex as well as of Section A of this Part.

24. At its regular session in the third year after entry into force of this Convention, the Conference, on the basis of a report of the Director-General, may also decide on the distribution of resources available for verification under Section B between "PSF-plants" and other chemical production facilities. Otherwise, this distribution shall be left to the expertise of the Technical Secretariat and be added to the weighting factors in paragraph 11.

25. At its regular session in the third year after entry into force of this Convention, the Conference, upon advice of the Executive Council, shall decide on which basis (e.g. regional) proposals by States Parties for inspections should be presented to be taken into account as a weighting factor in the selection process specified in paragraph 11.

Review

26. At the first special session of the Conference convened pursuant to Article VIII, paragraph 22, the provisions of this Part of the Verification Annex shall be re-examined in the light of a comprehensive review of the overall verification regime for the chemical industry (Article VI, Parts VII to IX of this Annex) on the basis of the experience gained. The Conference shall then make recommendations so as to improve the effectiveness of the verification regime.

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PART X

CHALLENGE INSPECTIONS PURSUANT TO ARTICLE IX

A. DESIGNATION AND SELECTION OF INSPECTORS AND INSPECTION ASSISTANTS

1. Challenge inspections pursuant to Article IX shall only be performed by inspectors and inspection assistants especially designated for this function. In order to designate inspectors and inspection assistants for challenge inspections pursuant to Article IX, the Director-General shall, by selecting inspectors and inspection assistants from among the inspectors and inspection assistants for routine inspection activities, establish a list of proposed inspectors and inspection assistants. It shall comprise a sufficiently large number of inspectors and inspection assistants having the necessary qualification, experience, skill and training, to allow for flexibility in the selection of the inspectors, taking into account their availability, and the need for rotation. Due regard shall be paid also to the importance of selecting inspectors and inspection assistants on as wide a geographical basis as possible. The designation of inspectors and inspection assistants shall follow the procedures provided for under Part II, Section A, of this Annex.

2. The Director-General shall determine the size of the inspection team and select its members taking into account the circumstances of a particular request. The size of the inspection team shall be kept to a minimum necessary for the proper fulfilment of the inspection mandate. No national of the requesting State Party or the inspected State Party shall be a member of the inspection team.

B. PRE-INSPECTION ACTIVITIES

3. Before submitting the inspection request for a challenge inspection, the State Party may seek confirmation from the Director-General that the Technical Secretariat is in a position to take immediate action on the request. If the Director-General cannot provide such confirmation immediately, he shall do so at the earliest opportunity, in keeping with the order of requests for confirmation. He shall also keep the State Party informed of when it is likely that immediate action can be taken. Should the Director-General reach the conclusion that timely action on requests can no longer be taken, he may ask the Executive Council to take appropriate action to improve the situation in the future.

Notification

4. The inspection request for a challenge inspection to be submitted to the Executive Council and the Director-General shall contain at least the following information:

   (a) The State Party to be inspected and, if applicable, the Host State;

   (b) The point of entry to be used;

   (c) The size and type of the inspection site;

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(d) The concern regarding possible non-compliance with this Convention including a specification of the relevant provisions of this Convention about which the concern has arisen, and of the nature and circumstances of the possible non-compliance as well as all appropriate information on the basis of which the concern has arisen; and

(e) The name of the observer of the requesting State Party.

The requesting State Party may submit any additional information it deems necessary.

5. The Director-General shall within one hour acknowledge to the requesting State Party receipt of its request.

6. The requesting State Party shall notify the Director-General of the location of the inspection site in due time for the Director-General to be able to provide this information to the inspected State Party not less than 12 hours before the planned arrival of the inspection team at the point of entry.

7. The inspection site shall be designated by the requesting State Party as specifically as possible by providing a site diagram related to a reference point with geographic coordinates, specified to the nearest second if possible. If possible, the requesting State Party shall also provide a map with a general indication of the inspection site and a diagram specifying as precisely as possible the requested perimeter of the site to be inspected.

8. The requested perimeter shall:

(a) Run at least a 10 metre distance outside any buildings or other structures;

(b) Not cut through existing security enclosures; and

(c) Run at least a 10 metre distance outside any existing security enclosures that the requesting State Party intends to include within the requested perimeter.

9. If the requested perimeter does not conform with the specifications of paragraph 8, it shall be redrawn by the inspection team so as to conform with that provision.

10. The Director-General shall, not less than 12 hours before the planned arrival of the inspection team at the point of entry, inform the Executive Council about the location of the inspection site as specified in paragraph 7.

11. Contemporaneously with informing the Executive Council according to paragraph 10, the Director-General shall transmit the inspection request to the inspected State Party including the location of the inspection site as specified in paragraph 7. This notification shall also include the information specified in Part II, paragraph 32, of this Annex.

12. Upon arrival of the inspection team at the point of entry, the inspected State Party shall be informed by the inspection team of the inspection mandate.

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Entry into the territory of the inspected State Party or the Host State

13. The Director-General shall, in accordance with Article IX, paragraphs 13 to 18, dispatch an inspection team as soon as possible after an inspection request has been received. The inspection team shall arrive at the point of entry specified in the request in the minimum time possible, consistent with the provisions of paragraphs 10 and 11.

14. If the requested perimeter is acceptable to the inspected State Party, it shall be designated as the final perimeter as early as possible, but in no case later than 24 hours after the arrival of the inspection team at the point of entry. The inspected State Party shall transport the inspection team to the final perimeter of the inspection site. If the inspected State Party deems it necessary, such transportation may begin up to 12 hours before the expiry of the time period specified in this paragraph for the designation of the final perimeter. Transportation shall, in any case, be completed not later than 36 hours after the arrival of the inspection team at the point of entry.

15. For all declared facilities, the procedures in subparagraphs (a) and (b) shall apply. (For the purposes of this Part, "declared facility" means all facilities declared pursuant to Articles III, IV, and V. With regard to Article VI, "declared facility" means only facilities declared pursuant to Part VI of this Annex, as well as declared plants specified by declarations pursuant to Part VII, paragraphs 7 and 10 (c), and Part VIII, paragraphs 7 and 10 (c), of this Annex.)

    (a) If the requested perimeter is contained within or conforms with the declared perimeter, the declared perimeter shall be considered the final perimeter. The final perimeter may, however, if agreed by the inspected State Party, be made smaller in order to conform with the perimeter requested by the requesting State Party.

    (b) The inspected State Party shall transport the inspection team to the final perimeter as soon as practicable, but in any case shall ensure their arrival at the perimeter not later than 24 hours after the arrival of the inspection team at the point of entry.

Alternative determination of final perimeter

16. At the point of entry, if the inspected State Party cannot accept the requested perimeter, it shall propose an alternative perimeter as soon as possible, but in any case not later than 24 hours after the arrival of the inspection team at the point of entry. In case of differences of opinion, the inspected State Party and the inspection team shall engage in negotiations with the aim of reaching agreement on a final perimeter.

17. The alternative perimeter should be designated as specifically as possible in accordance with paragraph 8. It shall include the whole of the requested perimeter and should, as a rule, bear a close relationship to the latter, taking into account natural terrain features and man-made boundaries. It should normally run close to the surrounding security barrier if such a barrier exists. The inspected State Party should

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seek to establish such a relationship between the perimeters by a combination of at least two of the following means:

(a) An alternative perimeter that does not extend to an area significantly greater than that of the requested perimeter;

(b) An alternative perimeter that is a short, uniform distance from the requested perimeter;

(c) At least part of the requested perimeter is visible from the alternative perimeter.

18. If the alternative perimeter is acceptable to the inspection team, it shall become the final perimeter and the inspection team shall be transported from the point of entry to that perimeter. If the inspected State Party deems it necessary, such transportation may begin up to 12 hours before the expiry of the time period specified in paragraph 16 for proposing an alternative perimeter. Transportation shall, in any case, be completed not later than 36 hours after the arrival of the inspection team at the point of entry.

19. If a final perimeter is not agreed, the perimeter negotiations shall be concluded as early as possible, but in no case shall they continue more than 24 hours after the arrival of the inspection team at the point of entry. If no agreement is reached, the inspected State Party shall transport the inspection team to a location at the alternative perimeter. If the inspected State Party deems it necessary, such transportation may begin up to 12 hours before the expiry of the time period specified in paragraph 16 for proposing an alternative perimeter. Transportation shall, in any case, be completed not later than 36 hours after the arrival of the inspection team at the point of entry.

20. Once at the location, the inspected State Party shall provide the inspection team with prompt access to the alternative perimeter to facilitate negotiations and agreement on the final perimeter and access within the final perimeter.

21. If no agreement is reached within 72 hours after the arrival of the inspection team at the location, the alternative perimeter shall be designated the final perimeter.

Verification of location

22. To help establish that the inspection site to which the inspection team has been transported corresponds to the inspection site specified by the requesting State Party, the inspection team shall have the right to use approved location-finding equipment and have such equipment installed according to its directions. The inspection team may verify its location by reference to local landmarks identified from maps. The inspected State Party shall assist the inspection team in this task.

Securing the site, exit monitoring

23. Not later than 12 hours after the arrival of the inspection team at the point of entry, the inspected State Party shall begin collecting factual information of all vehicular

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exit activity from all exit points for all land, air, and water vehicles of the requested perimeter. It shall provide this information to the inspection team upon its arrival at the alternative or final perimeter, whichever occurs first.

24. This obligation may be met by collecting factual information in the form of traffic logs, photographs, video recordings, or data from chemical evidence equipment provided by the inspection team to monitor such exit activity. Alternatively, the inspected State Party may also meet this obligation by allowing one or more members of the inspection team independently to maintain traffic logs, take photographs, make video recordings of exit traffic, or use chemical evidence equipment, and conduct other activities as may be agreed between the inspected State Party and the inspection team.

25. Upon the inspection team's arrival at the alternative perimeter or final perimeter, whichever occurs first, securing the site, which means exit monitoring procedures by the inspection team, shall begin.

26. Such procedures shall include: the identification of vehicular exits, the making of traffic logs, the taking of photographs, and the making of video recordings by the inspection team of exits and exit traffic. The inspection team has the right to go, under escort, to any other part of the perimeter to check that there is no other exit activity.

27. Additional procedures for exit monitoring activities as agreed upon by the inspection team and the inspected State Party may include, inter alia:

    (a) Use of sensors;

    (b) Random selective access;

    (c) Sample analysis.

28. All activities for securing the site and exit monitoring shall take place within a band around the outside of the perimeter, not exceeding 50 metres in width, measured outward.

29. The inspection team has the right to inspect on a managed access basis vehicular traffic exiting the site. The inspected State Party shall make every reasonable effort to demonstrate to the inspection team that any vehicle, subject to inspection, to which the inspection team is not granted full access, is not being used for purposes related to the possible non-compliance concerns raised in the inspection request.

30. Personnel and vehicles entering and personnel and personal passenger vehicles exiting the site are not subject to inspection.

31. The application of the above procedures may continue for the duration of the inspection, but may not unreasonably hamper or delay the normal operation of the facility.

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Pre-inspection briefing and inspection plan

32. To facilitate development of an inspection plan, the inspected State Party shall provide a safety and logistical briefing to the inspection team prior to access.

33. The pre-inspection briefing shall be held in accordance with Part II, paragraph 37, of this Annex. In the course of the pre-inspection briefing, the inspected State Party may indicate to the inspection team the equipment, documentation, or areas it considers sensitive and not related to the purpose of the challenge inspection. In addition, personnel responsible for the site shall brief the inspection team on the physical layout and other relevant characteristics of the site. The inspection team shall be provided with a map or sketch drawn to scale showing all structures and significant geographic features at the site. The inspection team shall also be briefed on the availability of facility personnel and records.

34. After the pre-inspection briefing, the inspection team shall prepare, on the basis of the information available and appropriate to it, an initial inspection plan which specifies the activities to be carried out by the inspection team, including the specific areas of the site to which access is desired. The inspection plan shall also specify whether the inspection team will be divided into subgroups. The inspection plan shall be made available to the representatives of the inspected State Party and the inspection site. Its implementation shall be consistent with the provisions of Section C, including those related to access and activities.

Perimeter activities

35. Upon the inspection team's arrival at the final or alternative perimeter, whichever occurs first, the team shall have the right to commence immediately perimeter activities in accordance with the procedures set forth under this Section, and to continue these activities until the completion of the challenge inspection.

36. In conducting the perimeter activities, the inspection team shall have the right to:

(a) Use monitoring instruments in accordance with Part II, paragraphs 27 to 30, of this Annex;

(b) Take wipes, air, soil or effluent samples; and

(c) Conduct any additional activities which may be agreed between the inspection team and the inspected State Party.

37. The perimeter activities of the inspection team may be conducted within a band around the outside of the perimeter up to 50 metres in width measured outward from the perimeter. If the inspected State Party agrees, the inspection team may also have access to any building or structure within the perimeter band. All directional monitoring shall be oriented inward. For declared facilities, at the discretion of the inspected State Party, the band could run inside, outside, or on both sides of the declared perimeter.

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C. CONDUCT OF INSPECTIONS

General rules

38. The inspected State Party shall provide access within the requested perimeter as well as, if different, the final perimeter. The extent and nature of access to a particular place or places within these perimeters shall be negotiated between the inspection team and the inspected State Party on a managed access basis.

39. The inspected State Party shall provide access within the requested perimeter as soon as possible, but in any case not later than 108 hours after the arrival of the inspection team at the point of entry in order to clarify the concern regarding possible non-compliance with this Convention raised in the inspection request.

40. Upon the request of the inspection team, the inspected State Party may provide aerial access to the inspection site.

41. In meeting the requirement to provide access as specified in paragraph 38, the inspected State Party shall be under the obligation to allow the greatest degree of access taking into account any constitutional obligations it may have with regard to proprietary rights or searches and seizures. The inspected State Party has the right under managed access to take such measures as are necessary to protect national security. The provisions in this paragraph may not be invoked by the inspected State Party to conceal evasion of its obligations not to engage in activities prohibited under this Convention.

42. If the inspected State Party provides less than full access to places, activities, or information, it shall be under the obligation to make every reasonable effort to provide alternative means to clarify the possible non-compliance concern that generated the challenge inspection.

43. Upon arrival at the final perimeter of facilities declared pursuant to Articles IV, V and VI, access shall be granted following the pre-inspection briefing and discussion of the inspection plan which shall be limited to the minimum necessary and in any event shall not exceed three hours. For facilities declared pursuant to Article III, paragraph 1 (d), negotiations shall be conducted and managed access commenced not later than 12 hours after arrival at the final perimeter.

44. In carrying out the challenge inspection in accordance with the inspection request, the inspection team shall use only those methods necessary to provide sufficient relevant facts to clarify the concern about possible non-compliance with the provisions of this Convention, and shall refrain from activities not relevant thereto. It shall collect and document such facts as are related to the possible non-compliance with this Convention by the inspected State Party, but shall neither seek nor document information which is clearly not related thereto, unless the inspected State Party expressly requests it to do so. Any material collected and subsequently found not to be relevant shall not be retained.

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45. The inspection team shall be guided by the principle of conducting the challenge inspection in the least intrusive manner possible, consistent with the effective and timely accomplishment of its mission. Wherever possible, it shall begin with the least intrusive procedures it deems acceptable and proceed to more intrusive procedures only as it deems necessary.

Managed access

46. The inspection team shall take into consideration suggested modifications of the inspection plan and proposals which may be made by the inspected State Party, at whatever stage of the inspection including the pre-inspection briefing, to ensure that sensitive equipment, information or areas, not related to chemical weapons, are protected.

47. The inspected State Party shall designate the perimeter entry/exit points to be used for access. The inspection team and the inspected State Party shall negotiate: the extent of access to any particular place or places within the final and requested perimeters as provided in paragraph 48; the particular inspection activities, including sampling, to be conducted by the inspection team; the performance of particular activities by the inspected State Party; and the provision of particular information by the inspected State Party.

48. In conformity with the relevant provisions in the Confidentiality Annex the inspected State Party shall have the right to take measures to protect sensitive installations and prevent disclosure of confidential information and data not related to chemical weapons. Such measures may include, inter alia:

(a) Removal of sensitive papers from office spaces;

(b) Shrouding of sensitive displays, stores, and equipment;

(c) Shrouding of sensitive pieces of equipment, such as computer or electronic systems;

(d) Logging off of computer systems and turning off of data indicating devices;

(e) Restriction of sample analysis to presence or absence of chemicals listed in Schedules 1, 2 and 3 or appropriate degradation products;

(f) Using random selective access techniques whereby the inspectors are requested to select a given percentage or number of buildings of their choice to inspect; the same principle can apply to the interior and content of sensitive buildings;

(g) In exceptional cases, giving only individual inspectors access to certain parts of the inspection site.

49. The inspected State Party shall make every reasonable effort to demonstrate to the inspection team that any object, building, structure, container or vehicle to which the

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inspection team has not had full access, or which has been protected in accordance with paragraph 48, is not used for purposes related to the possible non-compliance concerns raised in the inspection request.

50. This may be accomplished by means of, inter alia, the partial removal of a shroud or environmental protection cover, at the discretion of the inspected State Party, by means of a visual inspection of the interior of an enclosed space from its entrance, or by other methods.

51. In the case of facilities declared pursuant to Articles IV, V and VI, the following shall apply:

(a) For facilities with facility agreements, access and activities within the final perimeter shall be unimpeded within the boundaries established by the agreements;

(b) For facilities without facility agreements, negotiation of access and activities shall be governed by the applicable general inspection guidelines established under this Convention;

(c) Access beyond that granted for inspections under Articles IV, V and VI shall be managed in accordance with procedures of this section.

52. In the case of facilities declared pursuant to Article III, paragraph 1 (d), the following shall apply: if the inspected State Party, using procedures of paragraphs 47 and 48, has not granted full access to areas or structures not related to chemical weapons, it shall make every reasonable effort to demonstrate to the inspection team that such areas or structures are not used for purposes related to the possible non-compliance concerns raised in the inspection request.

Observer

53. In accordance with the provisions of Article IX, paragraph 12, on the participation of an observer in the challenge inspection, the requesting State Party shall liaise with the Technical Secretariat to coordinate the arrival of the observer at the same point of entry as the inspection team within a reasonable period of the inspection team's arrival.

54. The observer shall have the right throughout the period of inspection to be in communication with the embassy of the requesting State Party located in the inspected State Party or in the Host State or, in the case of absence of an embassy, with the requesting State Party itself. The inspected State Party shall provide means of communication to the observer.

55. The observer shall have the right to arrive at the alternative or final perimeter of the inspection site, wherever the inspection team arrives first, and to have access to the inspection site as granted by the inspected State Party. The observer shall have the right to make recommendations to the inspection team, which the team shall take into account to the extent it deems appropriate. Throughout the inspection, the inspection

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team shall keep the observer informed about the conduct of the inspection and the findings.

56. Throughout the in-country period, the inspected State Party shall provide or arrange for the amenities necessary for the observer such as communication means, interpretation services, transportation, working space, lodging, meals and medical care. All the costs in connection with the stay of the observer on the territory of the inspected State Party or the Host State shall be borne by the requesting State Party.

Duration of inspection

57. The period of inspection shall not exceed 84 hours, unless extended by agreement with the inspected State Party.

D. POST-INSPECTION ACTIVITIES

Departure

58. Upon completion of the post-inspection procedures at the inspection site, the inspection team and the observer of the requesting State Party shall proceed promptly to a point of entry and shall then leave the territory of the inspected State Party in the minimum time possible.

Reports

59. The inspection report shall summarize in a general way the activities conducted by the inspection team and the factual findings of the inspection team, particularly with regard to the concerns regarding possible non-compliance with this Convention cited in the request for the challenge inspection, and shall be limited to information directly related to this Convention. It shall also include an assessment by the inspection team of the degree and nature of access and cooperation granted to the inspectors and the extent to which this enabled them to fulfil the inspection mandate. Detailed information relating to the concerns regarding possible non-compliance with this Convention cited in the request for the challenge inspection shall be submitted as an Appendix to the final report and be retained within the Technical Secretariat under appropriate safeguards to protect sensitive information.

60. The inspection team shall, not later than 72 hours after its return to its primary work location, submit a preliminary inspection report, having taken into account, inter alia, paragraph 17 of the Confidentiality Annex, to the Director-General. The Director-General shall promptly transmit the preliminary inspection report to the requesting State Party, the inspected State Party and to the Executive Council.

61. A draft final inspection report shall be made available to the inspected State Party not later than 20 days after the completion of the challenge inspection. The inspected State Party has the right to identify any information and data not related to chemical weapons which should, in its view, due to its confidential character, not be circulated outside the Technical Secretariat. The Technical Secretariat shall consider proposals for changes to the draft final inspection report made by the inspected State Party and,

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using its own discretion, wherever possible, adopt them. The final report shall then be submitted not later than 30 days after the completion of the challenge inspection to the Director-General for further distribution and consideration in accordance with Article IX, paragraphs 21 to 25.

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PART XI

INVESTIGATIONS IN CASES OF ALLEGED USE OF CHEMICAL WEAPONS

A. GENERAL

1. Investigations of alleged use of chemical weapons, or of alleged use of riot control agents as a method of warfare, initiated pursuant to Articles IX or X, shall be conducted in accordance with this Annex and detailed procedures to be established by the Director-General.

2. The following additional provisions address specific procedures required in cases of alleged use of chemical weapons.

B. PRE-INSPECTION ACTIVITIES

Request for an investigation

3. The request for an investigation of an alleged use of chemical weapons to be submitted to the Director-General, to the extent possible, should include the following information:

   (a) The State Party on whose territory use of chemical weapons is alleged to have taken place;

   (b) The point of entry or other suggested safe routes of access;

   (c) Location and characteristics of the areas where chemical weapons are alleged to have been used;

   (d) When chemical weapons are alleged to have been used;

   (e) Types of chemical weapons believed to have been used;

   (f) Extent of alleged use;

   (g) Characteristics of the possible toxic chemicals;

   (h) Effects on humans, animals and vegetation;

   (i) Request for specific assistance, if applicable.

4. The State Party which has requested an investigation may submit at any time any additional information it deems necessary.

Notification

5. The Director-General shall immediately acknowledge receipt to the requesting State Party of its request and inform the Executive Council and all States Parties.

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6. If applicable, the Director-General shall notify the State Party on whose territory an investigation has been requested. The Director-General shall also notify other States Parties if access to their territories might be required during the investigation.

Assignment of inspection team

7. The Director-General shall prepare a list of qualified experts whose particular field of expertise could be required in an investigation of alleged use of chemical weapons and constantly keep this list updated. This list shall be communicated, in writing, to each State Party not later than 30 days after entry into force of this Convention and after each change to the list. Any qualified expert included in this list shall be regarded as designated unless a State Party, not later than 30 days after its receipt of the list, declares its non-acceptance in writing.

8. The Director-General shall select the leader and members of an inspection team from the inspectors and inspection assistants already designated for challenge inspections taking into account the circumstances and specific nature of a particular request. In addition, members of the inspection team may be selected from the list of qualified experts when, in the view of the Director-General, expertise not available among inspectors already designated is required for the proper conduct of a particular investigation.

9. When briefing the inspection team, the Director-General shall include any additional information provided by the requesting State Party, or any other sources, to ensure that the inspection can be carried out in the most effective and expedient manner.

Dispatch of inspection team

10. Immediately upon the receipt of a request for an investigation of alleged use of chemical weapons the Director-General shall, through contacts with the relevant States Parties, request and confirm arrangements for the safe reception of the team.

11. The Director-General shall dispatch the team at the earliest opportunity, taking into account the safety of the team.

12. If the inspection team has not been dispatched within 24 hours from the receipt of the request, the Director-General shall inform the Executive Council and the States Parties concerned about the reasons for the delay.

Briefings

13. The inspection team shall have the right to be briefed by representatives of the inspected State Party upon arrival and at any time during the inspection.

14. Before the commencement of the inspection the inspection team shall prepare an inspection plan to serve, inter alia, as a basis for logistic and safety arrangements. The inspection plan shall be updated as need arises.

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C. CONDUCT OF INSPECTIONS

Access

15. The inspection team shall have the right of access to any and all areas which could be affected by the alleged use of chemical weapons. It shall also have the right of access to hospitals, refugee camps and other locations it deems relevant to the effective investigation of the alleged use of chemical weapons. For such access, the inspection team shall consult with the inspected State Party.

Sampling

16. The inspection team shall have the right to collect samples of types, and in quantities it considers necessary. If the inspection team deems it necessary, and if so requested by it, the inspected State Party shall assist in the collection of samples under the supervision of inspectors or inspection assistants. The inspected State Party shall also permit and cooperate in the collection of appropriate control samples from areas neighbouring the site of the alleged use and from other areas as requested by the inspection team.

17. Samples of importance in the investigation of alleged use include toxic chemicals, munitions and devices, remnants of munitions and devices, environmental samples (air, soil, vegetation, water, snow, etc.) and biomedical samples from human or animal sources (blood, urine, excreta, tissue etc.).

18. If duplicate samples cannot be taken and the analysis is performed at off-site laboratories, any remaining sample shall, if so requested, be returned to the inspected State Party after the completion of the analysis.

Extension of inspection site

19. If the inspection team during an inspection deems it necessary to extend the investigation into a neighbouring State Party, the Director-General shall notify that State Party about the need for access to its territory and request and confirm arrangements for the safe reception of the team.

Extension of inspection duration

20. If the inspection team deems that safe access to a specific area relevant to the investigation is not possible, the requesting State Party shall be informed immediately. If necessary, the period of inspection shall be extended until safe access can be provided and the inspection team will have concluded its mission.

Interviews

21. The inspection team shall have the right to interview and examine persons who may have been affected by the alleged use of chemical weapons. It shall also have the right to interview eyewitnesses of the alleged use of chemical weapons and medical personnel, and other persons who have treated or have come into contact with persons

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who may have been affected by the alleged use of chemical weapons. The inspection team shall have access to medical histories, if available, and be permitted to participate in autopsies, as appropriate, of persons who may have been affected by the alleged use of chemical weapons.

D. REPORTS

Procedures

22. The inspection team shall, not later than 24 hours after its arrival on the territory of the inspected State Party, send a situation report to the Director-General. It shall further throughout the investigation send progress reports as necessary.

23. The inspection team shall, not later than 72 hours after its return to its primary work location, submit a preliminary report to the Director-General. The final report shall be submitted to the Director-General not later than 30 days after its return to its primary work location. The Director-General shall promptly transmit the preliminary and final reports to the Executive Council and to all States Parties.

Contents

24. The situation report shall indicate any urgent need for assistance and any other relevant information. The progress reports shall indicate any further need for assistance that might be identified during the course of the investigation.

25. The final report shall summarize the factual findings of the inspection, particularly with regard to the alleged use cited in the request. In addition, a report of an investigation of an alleged use shall include a description of the investigation process, tracing its various stages, with special reference to:

    (a) The locations and time of sampling and on-site analyses; and

    (b) Supporting evidence, such as the records of interviews, the results of medical examinations and scientific analyses, and the documents examined by the inspection team.

26. If the inspection team collects through, inter alia, identification of any impurities or other substances during laboratory analysis of samples taken, any information in the course of its investigation that might serve to identify the origin of any chemical weapons used, that information shall be included in the report.

E. STATES NOT PARTY TO THIS CONVENTION

27. In the case of alleged use of chemical weapons involving a State not Party to this Convention or in territory not controlled by a State Party, the Organization shall closely cooperate with the Secretary-General of the United Nations. If so requested, the Organization shall put its resources at the disposal of the Secretary-General of the United Nations.

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ANNEX ON THE PROTECTION OF CONFIDENTIAL INFORMATION ("CONFIDENTIALITY ANNEX")

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A. GENERAL PRINCIPLES FOR THE HANDLING OF CONFIDENTIAL INFORMATION

1. The obligation to protect confidential information shall pertain to the verification of both civil and military activities and facilities. Pursuant to the general obligations set forth in Article VIII, the Organization shall:

   (a) Require only the minimum amount of information and data necessary for the timely and efficient carrying out of its responsibilities under this Convention;

   (b) Take the necessary measures to ensure that inspectors and other staff members of the Technical Secretariat meet the highest standards of efficiency, competence, and integrity;

   (c) Develop agreements and regulations to implement the provisions of this Convention and shall specify as precisely as possible the information to which the Organization shall be given access by a State Party.

2. The Director-General shall have the primary responsibility for ensuring the protection of confidential information. The Director-General shall establish a stringent regime governing the handling of confidential information by the Technical Secretariat, and in doing so, shall observe the following guidelines:

   (a) Information shall be considered confidential if:

      (i) It is so designated by the State Party from which the information was obtained and to which the information refers; or

      (ii) In the judgement of the Director-General, its unauthorized disclosure could reasonably be expected to cause damage to the State Party to which it refers or to the mechanisms for implementation of this Convention;

   (b) All data and documents obtained by the Technical Secretariat shall be evaluated by the appropriate unit of the Technical Secretariat in order to establish whether they contain confidential information. Data required by States Parties to be assured of the continued compliance with this Convention by other States Parties shall be routinely provided to them. Such data shall encompass:

      (i) The initial and annual reports and declarations provided by States Parties under Articles III, IV, V and VI, in accordance with the provisions set forth in the Verification Annex;

      (ii) General reports on the results and effectiveness of verification activities; and

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(iii) Information to be supplied to all States Parties in accordance with the provisions of this Convention;

(c) No information obtained by the Organization in connection with the implementation of this Convention shall be published or otherwise released, except, as follows:

(i) General information on the implementation of this Convention may be compiled and released publicly in accordance with the decisions of the Conference or the Executive Council;

(ii) Any information may be released with the express consent of the State Party to which the information refers;

(iii) Information classified as confidential shall be released by the Organization only through procedures which ensure that the release of information only occurs in strict conformity with the needs of this Convention. Such procedures shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i);

(d) The level of sensitivity of confidential data or documents shall be established, based on criteria to be applied uniformly in order to ensure their appropriate handling and protection. For this purpose, a classification system shall be introduced, which by taking account of relevant work undertaken in the preparation of this Convention shall provide for clear criteria ensuring the inclusion of information into appropriate categories of confidentiality and the justified durability of the confidential nature of information. While providing for the necessary flexibility in its implementation the classification system shall protect the rights of States Parties providing confidential information. A classification system shall be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i);

(e) Confidential information shall be stored securely at the premises of the Organization. Some data or documents may also be stored with the National Authority of a State Party. Sensitive information, including, inter alia, photographs, plans and other documents required only for the inspection of a specific facility may be kept under lock and key at this facility;

(f) To the greatest extent consistent with the effective implementation of the verification provisions of this Convention, information shall be handled and stored by the Technical Secretariat in a form that precludes direct identification of the facility to which it pertains;

(g) The amount of confidential information removed from a facility shall be kept to the minimum necessary for the timely and effective implementation of the verification provisions of this Convention; and

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(h) Access to confidential information shall be regulated in accordance with its classification. The dissemination of confidential information within the Organization shall be strictly on a need-to-know basis.

3. The Director-General shall report annually to the Conference on the implementation of the regime governing the handling of confidential information by the Technical Secretariat.

4. Each State Party shall treat information which it receives from the Organization in accordance with the level of confidentiality established for that information. Upon request, a State Party shall provide details on the handling of information provided to it by the Organization.

B. EMPLOYMENT AND CONDUCT OF PERSONNEL IN THE TECHNICAL SECRETARIAT

5. Conditions of staff employment shall be such as to ensure that access to and handling of confidential information shall be in conformity with the procedures established by the Director-General in accordance with Section A.

6. Each position in the Technical Secretariat shall be governed by a formal position description that specifies the scope of access to confidential information, if any, needed in that position.

7. The Director-General, the inspectors and the other members of the staff shall not disclose even after termination of their functions to any unauthorized persons any confidential information coming to their knowledge in the performance of their official duties. They shall not communicate to any State, organization or person outside the Technical Secretariat any information to which they have access in connection with their activities in relation to any State Party.

8. In the discharge of their functions inspectors shall only request the information and data which are necessary to fulfil their mandate. They shall not make any records of information collected incidentally and not related to verification of compliance with this Convention.

9. The staff shall enter into individual secrecy agreements with the Technical Secretariat covering their period of employment and a period of five years after it is terminated.

10. In order to avoid improper disclosures, inspectors and staff members shall be appropriately advised and reminded about security considerations and of the possible penalties that they would incur in the event of improper disclosure.

11. Not less than 30 days before an employee is given clearance for access to confidential information that refers to activities on the territory or in any other place under the jurisdiction or control of a State Party, the State Party concerned shall be notified of the proposed clearance. For inspectors the notification of a proposed designation shall fulfil this requirement.

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12. In evaluating the performance of inspectors and any other employees of the Technical Secretariat, specific attention shall be given to the employee's record regarding protection of confidential information.

C. MEASURES TO PROTECT SENSITIVE INSTALLATIONS AND PREVENT DISCLOSURE OF CONFIDENTIAL DATA IN THE COURSE OF ON-SITE VERIFICATION ACTIVITIES

13. States Parties may take such measures as they deem necessary to protect confidentiality, provided that they fulfil their obligations to demonstrate compliance in accordance with the relevant Articles and the Verification Annex. When receiving an inspection, the State Party may indicate to the inspection team the equipment, documentation or areas that it considers sensitive and not related to the purpose of the inspection.

14. Inspection teams shall be guided by the principle of conducting on-site inspections in the least intrusive manner possible consistent with the effective and timely accomplishment of their mission. They shall take into consideration proposals which may be made by the State Party receiving the inspection, at whatever stage of the inspection, to ensure that sensitive equipment or information, not related to chemical weapons, is protected.

15. Inspection teams shall strictly abide by the provisions set forth in the relevant Articles and Annexes governing the conduct of inspections. They shall fully respect the procedures designed to protect sensitive installations and to prevent the disclosure of confidential data.

16. In the elaboration of arrangements and facility agreements, due regard shall be paid to the requirement of protecting confidential information. Agreements on inspection procedures for individual facilities shall also include specific and detailed arrangements with regard to the determination of those areas of the facility to which inspectors are granted access, the storage of confidential information on-site, the scope of the inspection effort in agreed areas, the taking of samples and their analysis, the access to records and the use of instruments and continuous monitoring equipment.

17. The report to be prepared after each inspection shall only contain facts relevant to compliance with this Convention. The report shall be handled in accordance with the regulations established by the Organization governing the handling of confidential information. If necessary, the information contained in the report shall be processed into less sensitive forms before it is transmitted outside the Technical Secretariat and the inspected State Party.

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D. PROCEDURES IN CASE OF BREACHES OR ALLEGED BREACHES OF CONFIDENTIALITY

18. The Director-General shall establish necessary procedures to be followed in case of breaches or alleged breaches of confidentiality, taking into account recommendations to be considered and approved by the Conference pursuant to Article VIII, paragraph 21 (i).

19. The Director-General shall oversee the implementation of individual secrecy agreements. The Director-General shall promptly initiate an investigation if, in his judgement, there is sufficient indication that obligations concerning the protection of confidential information have been violated. The Director-General shall also promptly initiate an investigation if an allegation concerning a breach of confidentiality is made by a State Party.

20. The Director-General shall impose appropriate punitive and disciplinary measures on staff members who have violated their obligations to protect confidential information. In cases of serious breaches, the immunity from jurisdiction may be waived by the Director-General.

21. States Parties shall, to the extent possible, cooperate and support the Director-General in investigating any breach or alleged breach of confidentiality and in taking appropriate action in case a breach has been established.

22. The Organization shall not be held liable for any breach of confidentiality committed by members of the Technical Secretariat.

23. For breaches involving both a State Party and the Organization, a "Commission for the settlement of disputes related to confidentiality", set up as a subsidiary organ of the Conference, shall consider the case. This Commission shall be appointed by the Conference. Rules governing its composition and operating procedures shall be adopted by the Conference at its first session.

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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA

NOTICE 4116 OF 2026

MR. M. MANYI, MP

NOTICE OF INTENTION TO INTRODUCE A PRIVATE MEMBER'S BILL AND INVITATION FOR COMMENT ON THE DRAFT SUPERIOR COURTS AMENDMENT BILL, 2026

Mr. M. Manyi, MP acting in accordance with section 73(2) of the Constitution of the Republic of South Africa, 1996 ("Constitution"), intends to introduce the Superior Courts Amendment Bill, 2026, in Parliament. An explanatory summary of the Bill is hereby published in accordance with Rule 276(1)*(c)* of the Rules of the National Assembly (9th Edition).

Section 9(1) of the Constitution of the Republic of South Africa, 1996, provides that "Everyone is equal before the law and has the right to equal protection and benefit of the law". Section 47 of the Superior Courts Act, 2013 (Act No. 10 of 2013) ("the Act"), imposes a unique procedural barrier that applies only to judges of the Superior Courts, requiring prior consent before civil proceedings may be instituted against them, or before a subpoena in civil proceedings may be served on them, thereby differentiating between judges and all other citizens on the basis of occupational status alone. Although there is a rationale for such differentiation, section 47 is too broad. Section 47 currently allows protection for judges on active service and those who are no longer on active service, to have the institution of civil proceedings by way of summons or notice of motion, and the serving of subpoenas in all civil proceedings – save for an application under the Domestic Violence Act, 1998 (Act 116 of 1998) - gatekept by requiring consent from the head of the relevant court, or in the case of a head of court or the Chief Justice, from the Chief Justice or the President of the Supreme Court of Appeal. The rationale for section 47 is only in relation to judicial activities of a judge, whether on active service or not, namely to not "in the execution of their judicial functions be inhibited by fear of being dragged to Court unnecessarily over their judgements". The Bill accordingly seeks to clarify that such judicial activities are the only activities that are to be gatekept by way of section 47. The Bill does not diminish the independence of the judiciary.

The Superior Courts Amendment Bill, 2026 ("draft Bill"), therefore seeks to limit the application of section 47 of the Act. The Bill proposes that section 47 only applies to civil proceedings related to judicial activities, which term is defined in the amendment. To ensure that the meaning of judicial

activity is clear for interpretation purposes, the definition of 'judicial activity' is not only limited to the exercise of judicial authority by a court, but expressly excludes participation in a commission of inquiry, independent panel, parliamentary process, disciplinary tribunal, internal workplace labour process or a process considering compliance with a code of ethics or other norms or standards associated with a profession, arbitration, mediation, administrative investigation or any other institution or process, the purpose of which is not the execution of judicial authority. Save for a few, such activities are extra judicial in nature and do not attract the procedural protections contemplated in section 47. Participation in a labour tribunal, workplace labour process, compliance process or arbitration may perhaps be viewed as a judicial function in that these activities result in decisions that require the exercise of judicial authority. However, these activities are expressly excluded from the application of section 47 as they are not exclusively headed by judges, whether on active service or not. As no provision similar to section 47 exists for the other professionals who may head these activities, it would constitute unfair treatment to such other professionals to extend the section 47 protection for judges to these activities.

Interested parties and institutions are invited to submit written representations on the proposed content of the draft Bill to the Speaker of the National Assembly within 30 days of the publication of this notice. Representations can be delivered to the Speaker, New Assembly Building, Parliament Street, Cape Town; mailed to the Speaker, P O Box 15 Cape Town 8000, or emailed to S47SCAB@parliament.gov.za and copied to mmanyi@parliament.gov.za.

Copies of the Superior Courts Amendment Bill, 2026, may, after introduction, be obtained from:
uMkhonto weSizwe Party
PO Box 15, Cape Town, 8000
Attention: Mr Manyi, MP
Telephone: 021 403 2911
E-mail: mmanyi@parliament.gov.za

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 4117 OF 2026

INTERNATIONAL TRADE ADMINISTRATION COMMISSION

NOTICE OF THE CONCLUSION OF A SUNSET REVIEW INVESTIGATION OF THE ANTI-DUMPING DUTIES ON CLEAR FLOAT GLASS OF A THICKNESS OF 2.5 MM OR MORE BUT NOT EXCEEDING 6 MM DIVIDED INTO 3 MM, 4 MM, 5 MM AND 6 MM THICKNESSES, ORIGINATING IN OR IMPORTED FROM THE ARAB REPUBLIC OF EGYPT ("EGYPT")

The International Trade Administration Commission of South Africa ("the Commission") conducted a sunset review investigation of the anti-dumping duties on clear float glass of a thickness of 2.5 mm or more but not exceeding 6 mm divided into 3 mm, 4 mm, 5 mm and 6 mm thicknesses, originating in or imported from Egypt.

The investigation was initiated after the Commission considered that there was *prima facie* evidence that there would be a likelihood of the recurrence of dumping and material injury should the anti-dumping duties expire. The Notice of initiation was published in Notice No. 3388 of 2025 in *Government Gazette* No. 53038. All known interested parties were notified of the initiation of the investigation.

After considering comments to essential facts letters, the Commission made a final determination that the expiry of the anti-dumping duties on the subject products originating in or imported from Egypt would likely lead to the recurrence of dumping and material injury, and therefore decided to recommend to the Minister of Trade, Industry and Competition that the current anti-dumping duties on clear float glass of a thickness of 2.5 mm or more but not exceeding 6 mm divided into 3 mm, 4 mm, 5 mm and 6 mm thicknesses be maintained as per Report No. 773.

Enquiries may be directed to the following Investigators officers: Dr Regina Peta at rpeta@itac.org.za or Ms Charity Mudzwiri at cmudzwiri@itac.org.za.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 4118 OF 2026

COMPETITION TRIBUNAL
NOTIFICATION OF DECISION TO APPROVE MERGER

The Competition Tribunal gives notice in terms of rules 34(b)(ii) and 35(5)(b)(ii) of the "Rules for the conduct of proceedings in the Competition Tribunal" as published in Government Gazette No. 22025 of 01 February 2001 that it approved the following mergers:

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM196Mar26	Kimberly-Clark Corporation	Kenvue Inc	11/08/2026	Approved Subject to Conditions
LM061Jul26	RMB Ventures Nine (Pty) Ltd and CAP Holdco (Pty) Ltd	ERF 18 Zimbali Coastal resort (Pty) Ltd	14/08/2026	Approved

DEPARTMENT OF TRANSPORT

NOTICE 4119 OF 2026

AIR SERVICES LICENSING COUNCIL ACT, 1990 (ACT NO. 115 OF 1990) APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR SERVICE LICENCE

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations,1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Department of Transport, Private Bag X 193, Pretoria, 0001 or by email to: domesticcouncil@dot.gov.za within 21 days of date of the publication thereof.

APPENDIX II (AMENDMENT APPLICATIONS)

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to (e).

A) **FLIGHTEC SOLUTIONS (PTY) LTD** (B)2nd floor Harbour View, Oakworth Road Humerall, Gqeberha. (C) Class III (D) Type G3, G4, G15(E) Category A4, H1 & H2 (F) Amendment of personnel: Chief Executive Officer: MJ du Toit; Safety and Security Manager: AN Avis; Responsible Person Aircraft: J Horn; Responsible person Flight Operations: WJ de Winnaar, Quality assurance manager: LG McLeod.

A) ALYD AIR SERVICE (PTY) LTD t/a ALYD AIR SERVICES (B) Hangar 1, Beechcraft Road, general aviation, Cape Town International Airport. (C) Class II. (D) Type N1 & N2 (F) Category A3, A4 (F) Amendment of personnel: Responsible person Aircraft: Jason McMahon; Responsible Person Flight Operation: Cameron Patrick Ireland: Addition of **Category A2**.

A) ALYD AIR SERVICE (PTY) LTD t/a ALYD AIR SERVICES (B) Hangar 1, Beechcraft Road, general aviation, Cape Town International Airport. (C) Class III. (D) Type G3, G4 (F) Category A3, A4 (F) Amendment of personnel: Responsible person Aircraft: Jason McMahon; Responsible Person Flight Operation: Cameron Patrick Ireland: Addition of **Category A2**.

A) FIM AVIATION (PTY) LTD t/a FIM AVIATION (B) 5243 Blue Valley Golf Estate, 20 Dunoon Crescent, Kosmosdal (C) Class II. (D) Type N1 & N2 (F) Category H1 & H2 (F) Amendment of personnel: Responsible person Aircraft: Sithembile Casa; Safety manager: A Colette Dlangamandla: Quality Manager: Siyasanga Casa; Responsible Person Flight Operation: Fhatuwani Isaack Mudau; Accontable Manager: Fhatuwani Isaack Mudau; Chief Pilot; Fhatuwani Isaack Mudau.

A) FIM AVIATION (PTY) LTD t/a FIM AVIATION (B) 5243 Blue Valley Golf Estate, 20 Dunoon Crescent, Kosmosdal (C) Class III. (D) Type G2, G3, G4, G5, G6,G7, G8, G10, G11. G12, G13, G14, G15 G16 (Flipping offshore,powerline maintenance & inspection (F) Category H1 & H2 (F) Amendment of personnel: Responsible person Aircraft: Sithembile Casa; Safety manager: A Colette Dlangamandla: Quality Manager: Siyasanga Casa; Responsible Person Flight Operation: Fhatuwani Isaack Mudau; Accontable Manager: Fhatuwani Isaack Mudau; Chief Pilot; Fhatuwani Isaack Mudau.

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 979 OF 2026

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No 44 of 2000 ("The Act") of the finding and sanction imposed by the Disciplinary Tribunal in the disciplinary hearing held virtually on 25 March 2026 and the Tribunal order handed down on 25 March 2026, in relation to the alleged improper conduct of the registered person.

Name of Person: Mr. Michael Niemann

Registration Number: PAD20010

Nature of the offence

Guilty of contravention of Rule 1.1.2,2.4,3.1,4.1,5.1 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009, Government Gazette No. 32731 of 27 November 2009.

Sanction:

- The sanction for contravention of Rule 1.1.2,2.4,3.1,4.1,5.1 and 5.10 is a fine of R10 000.00 (Ten Thousand Rand only) in terms of section 32(3)(a)(ii) of the Act.

BOARD NOTICE 980 OF 2026

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No 44 of 2000 ("The Act") of the finding and sanction imposed by the Disciplinary Tribunal in the disciplinary hearing held virtually on 26 March 2026 and the Tribunal order handed down on 08 April 2026, in relation to the alleged improper conduct of the registered person.

Name of Person: Mr. Kavish Singh

Registration Number: PSAT42076377

Nature of the offence

Guilty of contravention of Rule 1.2,4.1.,4.14,5.1 and 5.11 of the Code of Conduct for registered persons promulgated under Board Notice 7 of 2021, Government Gazette No. 44190 of 19 February 2021.

Sanction:

- The sanction for contravention of Rule 1.2,4.1 and 4.14 is a fine of R8 000.00 (Eight Thousand Rand only) in terms of section 32(3)(a)(ii) of the Act.
- The Sanction for contravention of Rule 5.1 and 5.11 is a reprimand in terms of section 32(3)(a)(ii) of the Act.

BOARD NOTICE 981 OF 2026

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Publication in terms of section 32(5) of the Architectural Profession Act No 44 of 2000 ("The Act") of the finding and sanction imposed by the Disciplinary Tribunal in the disciplinary hearing held virtually on 27 March 2026 and the Tribunal order handed down on 15 April 2026, in relation to the alleged improper conduct of the registered person.

Name of Person: Mr. Calvin Petersen

Registration Number: D0617

Nature of the offence

Guilty of contravention of Rule 2.1,4.1,4.13, and 4.14 of the Code of Conduct for registered persons promulgated under Board Notice 7 of 2021, Government Gazette No. 44190 of 19 February 2021.

Sanction:

- The sanction for contravention of Rule 2.1,4.1,4.13, and 4.14 is a fine of R12 000.00 (Twelve Thousand Rand only) in terms of section 32(3)(a)(ii) of the Act.

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