



PERMIT TO TRANSPORT NUCLEAR MATERIAL

This Permit granted pursuant to Section 16 of the *Nuclear Non-Proliferation (Safeguards) Act 1987* ("the Act") authorises the Permit Holder to transport the *nuclear material* designated in Part 1, subject to the Act and any orders, directions or regulations made thereunder and to the restrictions and conditions set out in Parts 1, 2 and 3 hereunder. Under section 21 of the Act, this Permit does not make it lawful for the Permit Holder to do any act or thing that, apart from this Act, is unlawful under another law of the Commonwealth or under a law of a State or Territory.

In this Permit, unless the contrary intention appears, words and phrases have the same meaning as in the Act. Terms in italics have specialised meanings, which are defined in paragraph 11.

The *Compliance Code* is an integral part of this Permit.

PART 1

1. **Name**
- ABN/ACN**
2. **Address**
 - 2.1 Physical Address
 - 2.2 Postal Address
3. **Permit No** Version Class
4. **Dates of Effect**
 - 4.1 Commencement Date
 - 4.2 Expiration Date
5. Chemical and isotopic composition and physical form of *nuclear material* in relation to which this Permit has effect ("the *nuclear material*"):

Source Material	Element Weight
5.1 Natural Uranium in any form.....	6.1 5,000 kg
5.2 Depleted Uranium in any form.....	6.2 5,000 kg
5.3 Thorium in any form	6.3 5,000 kg
Non-Irradiated Special Fissionable Material	
5.4 Plutonium-239 in any form.....	6.4 0.5 kg
5.5 Uranium-235 enriched $\geq 20\%$ - ^{235}U in any form....	6.5 2.5 kg
5.6 Uranium-235 enriched above natural, but less than 20% in ^{235}U , in any form.....	6.6 25 kg
5.7 Uranium-233 in any form	6.7 0.5 kg
6. Maximum amount that the Permit Holder may possess at any one time under this Permit:¹

¹ Other amounts may be approved by the *Director General* on a case-by-case basis



7. Permit history

Version	Date of Effect	Description
1	DATE	[Reference to previous Permit versions]
2	DATE	This Variation – [Detailed description of variation]

7.1. Details of current variation

REFERENCE	CURRENT TEXT	REPLACEMENT TEXT
Refer to: Part, Paragraph, Title		

NOTE: Subject to the Administrative Appeals Tribunal Act 1975 and to sub-section 22(8) of the Nuclear Non-Proliferation (Safeguards) Act 1987, application may be made to the Administrative Appeals Tribunal, by or on behalf of a person whose interests are affected by a decision by the Minister, pursuant to sub-section (2) of section 16 of the Act, imposing a condition or restriction on the grant of a Permit, for review of the decision.



8. **Authorised use**

8.1. Transport of *nuclear material* by road, rail, sea or air;

9. **Approved Storage Incidental to Transport (“Approved Locations”)**

9.1. For periods no greater than 30 days, premises occupied by:
a) [Permit Holder address];
b) any other location in Australia, approved by the *Director General* from time-to-time.

10. **Transport for which this Permit has effect**

10.1. Transport by road, rail, sea or air anywhere in Australia;
10.2. Transport by sea or air to overseas destinations;
10.3. Transport along routes approved by the *Director General*.

11. **Definitions**

“(the) **Act**” means the *Nuclear Non-Proliferation (Safeguards) Act 1987*.
NOTE: An electronic version of *the Act* can be found at:
<https://www.comlaw.gov.au/Current/C2015C00078>

“(the) **Agency**” means the International Atomic Energy Agency (IAEA).

“**Agency Agreement**” means.. the Agreement between Australia and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons (INFCIRC/217), being the Agreement which was signed on behalf of Australia on 10 July 1974, a copy of which is set out in Schedule 3 of *the Act*.

“**Agency Inspector**” means a person declared to be an *inspector* of the International Atomic Energy Agency pursuant to section 57(2) of *the Act*.

“**ASIO**” means the Australian Security Intelligence Organisation.

“**ASNO**” means..... the Australian Safeguards and Non-Proliferation Office.

“**Carrier(s)**” means any person, organization or government undertaking the carriage of *nuclear material* by any means of transport including the entity to which any specific nuclear security responsibility related to transport is assigned.



“Category” I, II or III nuclear material means	the categorisation of <i>nuclear material</i> according to its irradiation status and suitability for conversion into components of nuclear explosive devices, as described in Table 1 of <i>NSS-13</i> .
“Compliance Code” means	the document called “Compliance Code for Class T1 permits”.
“(The) Convention” means.....	the “Convention on the Physical Protection of Nuclear Material, as amended on 8 July 2005”. (INFCIRC/274/Rev.1/Mod.1)
“Conveyance” means.....	transport by road or rail: any vehicle/locomotive used for carriage of <i>nuclear material</i> cargo.
“Designated Individual(s)” means	individual(s) to whom the <i>Permit Holder’s Representative</i> delegates some of the responsibility and authority with respect to compliance with this Permit.
“Director General” means.....	the Director General of the Australian Safeguards and Non-Proliferation Office.
“Inspector” means	a person appointed an inspector or a person declared an <i>Agency inspector</i> , pursuant to section 57 of <i>the Act</i> .
“Loss of control” of material means.....	the Permit Holder has lost the ability to apply the Permit Conditions to that material.
“Manifest” means.....	a written summary to accompany conveyed <i>nuclear material</i> as part of the dangerous goods transport documents.
“NSS-13” means.....	the IAEA document titled “Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities (INFCIRC/225/Rev.5)”
“Nuclear Material” means.....	the same as in <i>the Act</i> but for the purposes of this Permit excludes material that has been deemed by <i>ASNO</i> as practicably irrecoverable.
“Nuclear Security” (as applied to <i>nuclear material</i>) or “Security” means	the integrated set of measures intended to prevent unauthorised access to, or malicious acts against, <i>nuclear material</i> and associated infrastructure, including transport.
“Package(s)” means	the combination of packaging material ranging from a single enclosure to a combination of inner and an outer materials and the conveyed <i>nuclear material</i> .



- “Permit Holder’s Representative”** means the representative of the Permit Holder (i.e. the organisation) who will take responsibility and sign documents on behalf of the organisation. This person must be in a position with sufficient authority to ensure all permit conditions are met.
- “(The) Plan”** means the current Nuclear Material Transport Plan as employed by the Permit Holder pursuant to this Permit.
- “Subcontract”** means..... an arrangement entered into by the Permit Holder with a person to provide goods or services in connection with this Permit. A Subcontractor or “agent” has a corresponding meaning.
- “Threat Assessment”** means.. an evaluation of the threats — based on available intelligence, law enforcement, and open source information, that describes the motivations, intentions, and capabilities of these threats. (INFCIRC/225/Rev.5)
- “Unacceptable radiological consequences”** a level of radiological consequences above which the implementation of *nuclear security* measures is warranted. For this *Compliance Code* this level is set at 20 mSv.
- “Work, Health and Safety” Act or Regulations** include the applicable State or Territory equivalent legislative instrument as currently enacted.

PART 2

12. Communications with the Director General

The Permit Holder or *Designated Individual* shall submit all applications, notifications and reports to the *Director General* via the following means:

ASNO’s NUMBAT online database portal
(<https://numbat.dfat.gov.au>);
EMAIL: nuclear.asno@dfat.gov.au;
Australian Safeguards and Non-Proliferation Office,
RG Casey Building,
John McEwen Crescent,
Barton, ACT 0221
or, at such other place or other means as the *Director General* may specify from time to time.

NOTE: *The Director General may delegate his power to approve certain applications under this Permit, associated Appendix or Compliance Code(s) to staff of the Australian Safeguards and Non-Proliferation Office.*



13. Principles

The Permit Holder shall:

- 13.1. implement the provisions of *The Convention* and *NNS-13* as relevant to the Permit Holder;
- 13.2. maintain *nuclear security* measures acceptable to the *Director General* for preventing sabotage, theft, loss, unauthorised handling or access of *nuclear material*;
- 13.3. maintain a system for *nuclear material* control in its possession as set out in the *Compliance Code*:
 - 13.3.1. only authorise access to *nuclear material* to persons who have an operational need to access such material; and
 - 13.3.2. advise the *Director General*, where a *loss of control* or incident involving *nuclear material* has occurred as well as the location and recovery of missing *nuclear material*;
- 13.4. implement a Nuclear Material Transport Plan, as required by the *Compliance Code*;
- 13.5. at any one time, not exceed the total quantity limits specified in paragraph 6, for the transport of *nuclear material*, including any associated storage incidental to transport;
- 13.6. not transfer *nuclear material* to another person in Australia unless the transferee:
 - 13.6.1. is the holder of a current appropriate Permit to Possess Nuclear Material, granted under section 13 of *the Act*; except for *nuclear material* to which Part II of *the Act* does not apply when in the possession of the transferee; or
 - 13.6.2. has the appropriate and current Special Transport Permit granted under section 16 of *the Act*; except for *nuclear material* of a kind prescribed by the regulations for the purpose of sub-section 24(1) of *the Act*; or
 - 13.6.3. the Permit Holder has written approval from the *Director General*;
- 13.7. not discard or dispose of *nuclear material*;
- 13.8. train all persons and *subcontractors*, authorised by the Permit Holder, to have access to *nuclear material*, the transport of *nuclear material* or security functions to comply with the conditions of this Permit, and to carry out the Permit Holder's plans and procedures and:
 - 13.8.1. maintain records of training for three years from date of creation of each representative record; and
- 13.9. notify *ASNO* of the appointment of *designated individuals* (and alternates) who will undertake specific obligations of the Permit and of their respective responsibilities and authorities; and
- 13.10. apply any special conditions as set out in Appendix A of this Permit.



14. Subcontracts

14.1. The Permit Holder:

- 14.1.1. shall not *subcontract* the whole of its obligation under the Permit. It may *subcontract* part of its obligations under the Permit with the prior written consent of the *Director General*;
- 14.1.2. is responsible for ensuring the suitability of a *subcontractor* for the work proposed to be carried out and the work performed by the *subcontractor* complies with all the conditions and requirements of the Permit; and
- 14.1.3. shall ensure that a *subcontractor* is aware of all the terms and conditions of the Permit relevant to the *subcontractor's* part in the performance of the work.

14.2. Notwithstanding any *subcontract*, the Permit Holder remains fully responsible for performing its obligations under the Permit and will be liable for any breach of the Permit.

15. Inspections by ASNO Inspectors and Agency Inspectors

15.1. For the purposes of inspections by *ASNO inspectors* or *Agency inspectors*, the Permit Holder shall:

- 15.1.1. provide *inspector(s)* with an up-to-date *manifest* at the commencement of an inspection;
- 15.1.2. provide, within 2 hours of a request by an *inspector(s)*, copies of any other record(s), demonstrating that the Permit Holder has operated, and is operating, in compliance with this Permit and the *Compliance Code*;
- 15.1.3. ensure, at the time of each inspection, the presence of persons responsible for those areas being inspected and the necessary personnel responsible for handling the *nuclear material*;
- 15.1.4. make available, at the request of the *inspector(s)*, equipment that the Permit Holder has available for measurement of the *nuclear material* and, the means and staff required for handling the *nuclear material*; and
- 15.1.5. afford every assistance and comply with any reasonable request.

15.2. To further the health and safety requirements under the current *Work Health and Safety Act*, relevant State and Federal Safety Authority Acts, Regulations and Standards, the Permit Holder shall:

- 15.2.1. provide to the *inspector(s)* (and the *Director General*, on request) sufficient information, training, instruction or supervision in order to allow those *inspectors* to comply with any health and safety procedures applicable at the Approved Locations and carry out their duties at the Approved Locations without risk to their health or safety;



- 15.2.2. provide the *inspector(s)* with all necessary personal protective equipment in order to ensure, so far as reasonably practicable, their health and safety while carrying out duties at the Approved Locations;
- 15.2.3. respond promptly to any request for information by an *inspector*, *Agency inspector*, or an officer of ASNO acting on behalf of such an *inspector*, regarding the procedures or equipment referred to in paragraphs 15.2.1 and 15.2.2; and
- 15.2.4. take any other reasonable steps to ensure the health and safety of the *inspector(s)* while those *inspectors* are at the Approved Locations, including steps to comply with any applicable provisions of a radiation protection law or regulation of the jurisdiction in which the Permit Holder is located which applies to the Permit Holder (in whole or in part).

PART 3

16. Inspections to be Permitted

- 16.1. The Permit is granted on condition that the Permit Holder consents, for the purposes of section 59 and 60 of *the Act*, to all inspections carried out including:
 - 16.1.1. the entry by any *ASNO inspector* upon any land or upon or into any premises occupied by the Permit Holder and the exercise by that *inspector* of any relevant power for any relevant safeguards purpose;
 - 16.1.2. the entry by any *ASNO inspector* upon any vessel, aircraft or vehicle in the control of the Permit Holder and the exercise by that *inspector* of any relevant power for any relevant safeguards purpose;
 - 16.1.3. the entry by any *Agency inspector* upon any land or upon or into any premises occupied by the Permit Holder, and the exercise by that *Agency inspector* of any relevant power for the purposes of carrying out an inspection that the *Agency* has the right to make in accordance with the *Agency Agreement* and the *Additional Protocol*;
 - 16.1.4. the entry by an *Agency inspector* upon any vessel, aircraft or vehicle in the control of the Permit Holder, and the exercise by that *Agency inspector* of any relevant power for the purposes of carrying out an inspection that the *Agency* has the right to make in accordance with the *Agency Agreement* and the *Additional Protocol*; and
 - 16.1.5. the Permit Holder shall provide upon request of an *inspector* or *Agency inspector* access to any place within an approved location as soon as possible and in any case within two hours of a request for such access.
- 16.2. An *inspector* or *Agency inspector* exercising any relevant power is required to comply with the provisions of section 64 of *the Act*.



Appendix A – Special Conditions for Permit PNXXX

[Customised condition(s) only if required]

- END OF PERMIT -

REFERENCE ONLY