

**June 13, 1968**

**AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF  
THE REPUBLIC OF THE PHILIPPINES CONCERNING CIVIL USES  
OF ATOMIC ENERGY**

**UNITED STATES OF AMERICA**

**CIVIL USES OF ATOMIC ENERGY**

Agreement signed at Washington 13 June 1968, With Appendix; Entered into force 19 July 1968\*

Whereas the Government of the United States of America and the Government of the Republic of the Philippines signed an "Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of the Philippines Concerning Civil Uses of Atomic Energy" on July 27, 1955<sup>[1]</sup> which was amended by the Agreements signed on June 11, 1960,<sup>[2]</sup> August 7, 1963. and June 27, 1966;<sup>[3]</sup> and

Whereas the Government of the United States of America and the Government of the Republic of the Philippines desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of the Republic of the Philippines are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of the Philippines Concerning Civil Uses of Atomic Energy" signed on July 27, 1955, as amended;

The- Parties agree as follows:

**ARTICLE I**

The "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of the Philippines Concerning Civil Uses of Atomic Energy", signed on July 27, 1955, as amended is superseded on the date this Agreement enters into force.

**ARTICLE II**

For the purposes of this Agreement:

(1) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable

and divisible part of the device ), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(2) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(3) "Commission" means the United States Atomic Energy Commission.

(4) "Equipment and devices" and "equipment or devices" means any instrument, apparatus, or facility, and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material and component parts thereof.

(5) "Parties" means the Government of the United States of America including the Commission on behalf of the Government of the United States of America and the Government of the Republic of the Philippines. "Party" means one of the "Parties"

(6) "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

(7) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

(8) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(9) "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(10) "Source material" means (1) uranium, thorium, or any other material which is determined by the Commission or the Government of the Republic of the Philippines to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission or the Government of the Republic of the Philippines may determine from time to time.

(11) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission or the Government of the Republic of the Philippines determines to be special nuclear material, or (2) any material artificially enriched by any of the foregoing.

(12) "Superseded Agreement" means the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of the Philippines signed by the Parties on July 27, 1955, as amended by the Agreements signed on June 11, 1960, August 7, 1963, and June 27, 1966

### **ARTICLE III**

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in

their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

#### **ARTICLE IV**

Subject to the provisions of Article III, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials, testing, experimental, demonstration power, and power reactor, experiments;

(2) The use of radioactive isotopes and source material, special nuclear material and byproduct material in physical and biological research, medicine, agriculture, and industry; and

(3) Health and safety problems related to the foregoing.

#### **ARTICLE V**

A. Materials of interest in connection with the subjects of agreed exchange of information as provided in Article IV and subject to the provisions of Article III, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article III and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article IV and subject to the provisions of Article III, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

#### **ARTICLE VI**

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this or the superseded Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy of completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

## **ARTICLE VII**

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles V and VIII of this Agreement and subject to the relevant provisions of Article IX and to the provisions of Article X.

C The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the provisions in Article III and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs A and B.

## **ARTICLE VIII**

A, During the period of this Agreement, and as hereinafter set forth the Commission will supply to the Government of the Republic of the Philippines or, pursuant to Article VII, to authorized persons under its jurisdiction, under such terms and conditions as may be agreed, all of the requirements of the Republic of the Philippines for uranium enriched in the isotope U-235 for use as fuel in the power reactor program described in the Appendix to this Agreement which Appendix, subject to the quantity limitation established in Article

X, may be amended from time to time by mutual consent of the Parties without modification of this Agreement.

(1 } The Commission will supply such uranium enriched in the isotope U-235 by providing after December 31, 1968, to the same extent as for United States licensees, for the production or enrichment, or both, of uranium enriched in the isotope U-235 for the account of the Government of the Republic of the Philippines or such authorized persons. (Upon timely advice that any natural uranium required with respect to any particular delivery of uranium enriched in the isotope U-235 under such service arrangement is not reasonably available to the Government of the Republic of the Philippines or to such authorized persons, the Commission will be prepared to furnish the required natural uranium on such terms and conditions as may be agreed.)

(2) Notwithstanding the provisions of paragraph A(1) above, if the Government of the Republic of the Philippines or such authorized persons so request, the

Commission, at its election, may sell the uranium enriched in the isotope U-235 under such terms and conditions as may be agreed.

B. As may be agreed, the Commission will transfer to the Government of the Republic of the Philippines or to authorized persons under its jurisdiction uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance, it being understood that, in the event of transfer of title of uranium enriched in the isotope U-235, the Commission shall have the option of limiting the arrangements to undertakings such as those described in paragraph A (1) of this Article.

## **ARTICLE IX**

A. With respect to transfers by the Commissions of uranium enriched in the isotope U-235 provided for in Article VII paragraph B and Article VIII, it is understood that:

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or service will be on a timely basis between the Commission and the transferee, and

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery. The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The Commission may agree to supply uranium enriched in the isotope U-235 or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price or charge as the Commission may consider reasonable to cover abnormal production costs incurred by the Commission by reason of such shorter notice.

B. Should the total quantity of uranium enriched in the isotope U-235 which the Commission has agreed to provide pursuant to this Agreement and other Agreements for Cooperation reach the maximum quantity of uranium enriched in the isotope U-235 which the Commission has available for such purposes, and should contracts covering the adjusted net quantity specified in Article X not have been executed, the Commission may request, upon appropriate notice, that the Government of the Republic of the Philippines or other transferees authorised by it execute contracts for all or any part of such uranium enriched in the isotope U-235 as is not then under contract. It is understood that, should contracts not be executed in accordance with a request by the Commission here-under, the Commission shall be relieved of all obligations with respect to the uranium enriched in the isotope U-235 for which contracts have been so requested.

C. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 supplied hereunder may be made available as material containing more than twenty percent (20%) in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer.

D. It is understood, unless otherwise agreed, that, in order to assure the availability of the entire quantity of uranium enriched in the isotope U-235 allocated hereunder for a particular reactor project described in the Appendix, it will be necessary for the