

September 28, 1966

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR ASSISTANCE BY THE AGENCY TO THE PHILIPPINES IN CONTINUING A REACTOR PROJECT

Signed at Vienna 28 September 1966;

With Annexes;

Entered into force 28 September 1966.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR ASSISTANCE BY THE AGENCY TO THE PHILIPPINES IN CONTINUING A REACTOR PROJECT

WHEREAS the Government of the Republic of the Philippines (hereinafter called "the Philippines"), desiring to continue a project for research on, development and practical application of, atomic energy for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing the special fissionable material necessary for this purpose;

WHEREAS the Board of Governors of the Agency approved the project on 19 September 1966;

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959 concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"),^[1] under which the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material; and

WHEREAS the Agency, the Philippines and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract for the transfer of enriched uranium for the PRR-1 research reactor (hereinafter called the "Supply Agreement");

NOW, THEREFORE, the Agency and the Philippines hereby agree as follows:

ARTICLE I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the operation of the research reactor PRR-1, owned and operated by the Philippine Atomic Energy Commission at the Philippine Atomic Research Centre, at Diliman, Quezon City.

ARTICLE II

SUPPLY OF SPECIAL FISSIONABLE MATERIAL

Section 2. The Agency hereby allocates to the project described in Article I, and provides to the Philippines, enriched uranium (hereinafter called the "supplied material") pursuant to the terms of the Supply Agreement, which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and the Philippines.

ARTICLE III

SHIPMENT OF THE SUPPLIED MATERIAL

Section 3. Any part of the supplied material the shipment of which is arranged by the Philippines while the material is in its possession shall be entrusted to a licensed public carrier selected by the Philippines or shall be accompanied by a responsible person designated by the Philippines.

ARTICLE IV

AGENCY SAFEGUARDS

Section 4. The Philippines undertakes (hat the reactor and the supplied material, and any special fissionable material produced by their use, as well as any other material or facility while listed on the Inventory established pursuant to Annex A, shall not be used in such a way as to further any military purpose.

Section 5. It is specified that the safeguards rights and responsibilities of of the Agency provided for in paragraph A of Article XII of its Statute are relevant to the project and shall be implemented in accordance with Annex A to this Agreement.

ARTICLE V

HEALTH AND SAFETY MEASURES

Section 6. The health and safety measures specified in Annex B shall be applied to the project.

ARTICLE VI

AGENCY INSPECTORS

Section 7. The provisions set forth in the Annex to Agency document GC(V)/INF/39 (which Annex is hereinafter called the "Inspectors Document") shall apply to Agency inspectors performing functions pursuant to this Agreement. However, paragraph 4 of the inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times; the actual procedures for implementing paragraph 50 of Agency document I.NFCIRC/66 (hereinafter called the "Safeguards Document") shall be agreed by the Agency and the Philippines in an agreement supplementing this Agreement, before such facility or material is listed in the Inventory.

Section 8. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall apply to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement.

Section 9. The Philippines shall ensure that any protection against third party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the

Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of the Philippines.

ARTICLE VII

INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

Section 10. In conformity with paragraph B of Article VIII of the Statute of the Agency, the Philippines shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

Section 11. In view of its degree of participation, the Agency claims no rights in any inventions or discoveries arising from the execution of the project. The Agency may, however, be granted under any patents upon terms to be agreed.

ARTICLE VIII

LANGUAGES

Section 12. Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors.

ARTICLE IX

SETTLEMENT OF DISPUTES

Section 13. Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed shall be settled in accordance with Article XIV^[2] of the Supply Agreement.

Section 14. Decisions of the Board concerning the implementation of Article IV, V or VI shall, if they so provide, be given effect immediately by the Agency and the Philippines pending the final settlement of any dispute.

ARTICLE X

ENTRY INTO FORCE

Section 15. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Philippines.

Done in Vienna, on the 28th day of September 1966, in duplicate in the English language.

For the International
Atomic Energy Agency:

SIGVARD EKLUND

For the Government of the
Republic of the Philippines:

MODESTO FAROLAN