

No. 5804

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
SPAIN**

**Agreement (with exchange of notes) for co-operation in the
peaceful uses of atomic energy. Signed at Madrid,
on 19 January 1960**

Official texts: English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
16 August 1961.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
ESPAGNE**

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins pacifiques (avec échange de notes).
Signé à Madrid, le 19 janvier 1960**

Textes officiels anglais et espagnol.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
16 août 1961.*

No. 5804. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF SPAIN FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT MADRID, ON 19 JANUARY 1960

The Government of the United Kingdom of Great Britain and Northern Ireland on their own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as "the Authority") and the Government of Spain on their own behalf and on behalf of the Junta de Energia Nuclear (hereinafter referred to as "the J.E.N.");

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy and in particular of the use of atomic energy for the generation of electric power;

Have agreed as follows :

Article I

(1) Subject to the provisions of this Agreement, the Contracting Parties shall collaborate with each other for the promotion and development of the peaceful uses of atomic energy in their respective countries in the following ways :

(a) The Authority and the J.E.N. shall make available to each other unclassified information to the extent and in the manner specified in Article II.

(b) The Authority and the J.E.N. shall facilitate exchanges of unclassified information between persons in the United Kingdom on the one hand and persons in Spain on the other hand with a view to forwarding the peaceful uses of atomic energy.

(c) The Authority shall assist the Government of Spain, the J.E.N. or persons authorised by the Government of Spain in obtaining research and power reactors from the United Kingdom and in obtaining assistance in the design, construction and operation of such reactors.

(d) The Authority shall sell, or shall assist the Government of Spain, the J.E.N. or persons authorised by that Government in purchasing from the

¹ Came into force on 29 March 1961, upon the exchange of the instruments of ratification at London, in accordance with article XI.

United Kingdom, fuel for the operation of research and power reactors in Spain as set out in Article III.

(e) The Authority shall process used fuel from research and power reactors operating in Spain, or shall assist the Government of Spain, the J.E.N. or persons authorised by that Government in arranging for such processing in the United Kingdom, to such an extent and on such commercial terms as may be agreed.

(f) The Authority shall provide to the Government of Spain, the J.E.N. or persons authorised by that Government, on commercial terms, such assistance as may be required, having regard to the state of Spanish technology, in the design, construction and operation of facilities for the manufacture of fuel in Spain and for the processing of used fuel in Spain or shall facilitate the procurement by the Government of Spain, the J.E.N. or persons authorised by that Government of such assistance.

(g) The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement by either Contracting Party or by persons under the jurisdiction of either Government, of material, equipment and other things required for the atomic energy research, development, and production programmes in their respective countries.

(h) The Authority shall provide, wherever possible, in their schools or in such other facilities of the Authority as may be agreed, or shall assist in obtaining elsewhere in the United Kingdom, training in subjects relevant to Spanish atomic energy programmes for students and trainees recommended by the Government of Spain.

(2) The two Governments may agree on ways of collaborating for the promotion and development of the peaceful uses of atomic energy additional to those enumerated in the preceding paragraph.

Article II

(1) Subject to the rights of third parties, to the obligations entered into by either Contracting Party under any international agreement and to the applicable laws, regulations and licence requirements in force in Spain and in the United Kingdom, the J.E.N. and the Authority will make available to each other unclassified research information concerning the peaceful uses of atomic energy which is relevant to the present or any projected atomic energy programme in the country of the Contracting Party receiving the information and which is or may in future be at the disposal of the other Contracting Party.

(2) The transmission of information within the scope of this Agreement which is regarded by the person transmitting that information as being of

commercial value shall be made only at such time and on such commercial terms and conditions as may be agreed in each case.

(3) The recipient of information under this Article shall have the right (save as may be specified in particular contracts made thereunder) :

(a) To use it freely for his own purposes save that, if the information relates to an invention patented by the person transmitting the information in the country of the person receiving it, the use, including communication to any third party, shall be subject to such terms as may be agreed between the persons concerned;

(b) To communicate it to a third party, unless the person transmitting the information shall have stipulated to the contrary at the time of transmission. In the event of communication to a third party, the person so communicating the information shall be at liberty, subject to any patent rights of the person by whom the information was originally provided, to make whatever arrangements he wishes with that third party in respect of the use of the information and of the ownership of any results, including patentable inventions, which may be obtained from the use of the information.

(4) For the purpose of this Article "person" means the J.E.N. or the Authority as the case may be.

Article III

(1) The Authority shall sell to the Government of Spain, the J.E.N. or persons authorised by that Government, on commercial terms, or shall assist the Government of Spain, the J.E.N. or persons authorised by that Government in purchasing from the United Kingdom on commercial terms :

- (a) fuel of such quality and quantity as may be necessary for the efficient and continuous operation of research and power reactors obtained from the United Kingdom pursuant to this Agreement;
- (b) to such an extent as may be agreed in particular contracts, fuel for the operation of other research and power reactors.

(2) Sales of fuel pursuant to paragraph (1) of this Article shall be subject to the following limitations and conditions :

- (a) that such fuel shall be used only in reactors obtained from the United Kingdom pursuant to this Agreement or, with the consent of the Authority, in other reactors whose design has been approved in accordance with Article V (a) (i) of this Agreement;
- (b) that the quantity of such fuel shall not at any given time be in excess of the quantity needed for the full loading of any reactor or reactors referred to in sub-paragraph 2 (a) of this Article, together with such additional

quantity for replacement as may be necessary for the efficient and continuous operation of such reactor or reactors;

- (c) that when any such fuel has been discharged from any reactor after irradiation or has been discarded, or when any source material obtained from the United Kingdom and irradiated in any reactor employing any part of such fuel requires processing, it shall be delivered to the Authority or to processing facilities approved in accordance with Article V (a) (i) of this Agreement;
- (d) that except as may be agreed between the Contracting Parties in any particular case, no alteration shall be made of the form and content of the fuel or source material to which sub-paragraph 2 (c) of this Article applies after its removal from a reactor and before its delivery to the Authority or to the facilities referred to in sub-paragraph 2 (c) of this Article;
- (e) that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of the fuel and source material to which sub-paragraph 2 (c) of this Article applies; and that such records shall be made available to the Authority when required by them.

Article IV

Since it is the intention of the Contracting Parties that the information exchanged and the material and equipment supplied shall be used solely for the promotion and development of the peaceful uses of atomic energy, the Contracting Parties shall consult with each other to determine in what respects and to what extent they desire to arrange for the controls and safeguards provided by this Agreement to be administered by the International Atomic Energy Agency or by the European Nuclear Energy Agency established within the framework of the Organisation for European Economic Co-operation. Such consultation shall take place on the request of either Contracting Party.

Article V

Until such time as the relevant controls and safeguards shall be administered by an international agency as a result of agreement reached in consultations held in accordance with Article IV of this Agreement :

(a) The Government of the United Kingdom shall have the following rights in order to assure themselves that any material or equipment supplied pursuant to this Agreement or any source material or special nuclear material derived from the use of such material or equipment is being used solely for peaceful purposes :

- (i) to examine the design of equipment and facilities, including nuclear reactors, which are to be made available pursuant to this Agreement to the