

No. 6691

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
CONGO (LEOPOLDVILLE)**

**Agreement (with annexes) for assistance by the Agency to
the Congo in continuing a Research Reactor Project.
Signed at Vienna, on 27 June 1962**

Official text: French.

Registered by the International Atomic Energy Agency on 30 April 1963.

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE
et
CONGO (LÉOPOLDVILLE)**

**Accord (avec annexes) relatif à l'aide de l'Agence au Congo
pour un réacteur de recherche. Signé à Vienne, le
27 juin 1962**

Texte officiel français.

Enregistré par l'Agence internationale de l'énergie atomique le 30 avril 1963.

[TRANSLATION¹ — TRADUCTION²]

No. 6691. AGREEMENT³ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE CONGO (LEOPOLDVILLE) FOR ASSISTANCE BY THE AGENCY TO THE CONGO IN CONTINUING A RESEARCH REACTOR PROJECT. SIGNED AT VIENNA, ON 27 JUNE 1962

WHEREAS the Government of the Congo (Leopoldville) (hereinafter called the "Congo"), desiring to continue, with the help of the International Atomic Energy Agency (hereinafter called the "Agency"), an existing project consisting of a research reactor for peaceful purposes, has requested the Agency to assist in arranging for the transfer to the Congo of title to certain enriched uranium purchased by the Government of Belgium (hereinafter called "Belgium") from the Government of the United States of America (hereinafter called the "United States") for use in the TRICO research reactor at Lovanium University, Leopoldville, which reactor had been furnished by a manufacturer in the United States of America, and in securing supplementary fissionable material necessary for that reactor ;

WHEREAS the Congo also desires to substitute this Agreement with the Agency for all former arrangements with the United States concerning the TRICO reactor ;

WHEREAS the Board of Governors of the Agency approved the project on 18 June 1962 ;

WHEREAS the Agency and the United States on 11 May 1959⁴ concluded an Agreement for Co-operation under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency⁵ certain quantities of special fissionable material ;

WHEREAS the Agency, Belgium and the Congo are this day concluding an agreement for the transfer without cost of title to the enriched uranium in the TRICO research reactor (hereinafter called the "Title Transfer Agreement") ;⁶

¹ Translation by the International Atomic Energy Agency.

² Traduction de l'Agence internationale de l'énergie atomique.

³ Came into force on 27 December 1962, the date of receipt by the International Atomic Energy Agency of the complete full powers of the Representative of the Republic of the Congo, with retroactive effect from 27 June 1962, the date of signature, in accordance with paragraph 3 (c) of the Protocol on the signature of the Agreements concerning the TRICO Reactor Project, signed at Vienna on 27 June 1962 (see p. 11 of this volume).

⁴ United Nations, *Treaty Series*, Vol. 339, p. 359.

⁵ United Nations, *Treaty Series*, Vol. 276, p. 3 ; Vol. 293, p. 359 ; Vol. 312, p. 427 ; Vol. 316, p. 387 ; Vol. 356, p. 378 ; Vol. 394, p. 276 ; Vol. 407, p. 263, and Vol. 416, p. 342.

⁶ See p. 3 of this volume.

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

NOW THEREFORE the Agency and the Congo hereby agree as follows :

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the continued operation, at the TRICO Centre of Lovanium University at Leopoldville, of a 50-kilowatt Triga Mark I research reactor (hereinafter called the "TRICO reactor") and its associated facilities.

Article II

TRANSFER OF SPECIAL FISSIONABLE MATERIAL

Section 2. The Agency allocates hereby to the project, and provides for the transfer to the Congo of the enriched uranium specified in the Title Transfer Agreement and in the Supply Agreement (together hereinafter called the "supplied material") pursuant to the terms of these Agreements, which constitute an integral part of this Agreement to the extent that they create rights and obligations between the Agency and the Congo.

Article III

SHIPMENT OF SUPPLIED MATERIAL

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

Article IV

AGENCY SAFEGUARDS AGAINST DIVERSION

Section 4. The Congo agrees that the supplied material and the TRICO reactor, and any special fissionable material produced by their use, shall not be used in such a way as to further any military purpose.

Section 5. It is hereby agreed and specified that the rights and responsibilities provided for in paragraph A of Article XII of the Statute of the Agency are relevant to the project, provided that sub-paragraphs 1, 3, 4 and 6 of that paragraph shall be implemented in accordance with Annex A to this Agreement.

¹ See p. 17 of this volume.