

No. 8123

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
URUGUAY**

**Agreement for assistance by the Agency to Uruguay in
establishing a reactor project (with annexes). Signed
at Tokyo, on 24 September 1965**

Official texts: English and Spanish.

Registered by the International Atomic Energy Agency on 21 February 1966.

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE
et
URUGUAY**

**Accord relatif à l'aide de l'Agence à l'Uruguay pour un
réacteur de recherche (avec annexes). Signé à Tokyo,
le 24 septembre 1965**

Textes officiels anglais et espagnol.

Enregistré par l'Agence internationale de l'énergie atomique le 21 février 1966.

No. 8123. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY FOR ASSISTANCE BY THE AGENCY TO URUGUAY IN ESTABLISHING A REACTOR PROJECT. SIGNED AT TOKYO, ON 24 SEPTEMBER 1965

WHEREAS the Government of the Oriental Republic of Uruguay (hereinafter called "Uruguay"), desiring to establish a project for research on, and 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 a training and research reactor which Uruguay desires to purchase from a particular manufacturer in the United States of America (hereinafter called the "Manufacturer") and in securing certain equipment and the special fissionable material necessary for that reactor ;

WHEREAS the Board of Governors of the Agency approved the project on 24 February 1965 ;

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959² concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"), under which the United States undertook to make available to the Agency pursuant to its Statute³ certain quantities of special fissionable material, and also undertook, subject to various applicable provisions and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for a Member of the Agency in connection with an Agency project ; and

WHEREAS the Agency, Uruguay and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract for the lease of and possible transfer of title to the fuel for the research reactor and for the

¹ Came into force on 24 September 1965, upon signature, in accordance with article X.

² United Nations, *Treaty Series*, Vol. 339, p. 359.

³ United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.

sale therefor of special fissionable material and certain equipment (hereinafter called the "Supply Agreement") ;¹

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

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the establishment of a 100-kilowatt Lockheed Nuclear Products training and research reactor (hereinafter called the "reactor") and its associated facilities, to be operated by the Uruguayan National Atomic Energy Commission at the Nuclear Research Centre in Montevideo.

Article II

SUPPLY OF REACTOR AND SPECIAL FISSIONABLE MATERIAL

Section 2. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer to Uruguay of the reactor, together with the components and spare parts specified in a contract between Uruguay and the Manufacturer.

Section 3. The Agency hereby allocates to the project described in Article I, and provides to Uruguay enriched uranium and plutonium (hereinafter called the "supplied material"), as well as certain equipment, 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 Uruguay.

Article III

SHIPMENT OF THE SUPPLIED MATERIAL

Section 4. Any part of the supplied material the shipment of which is arranged by Uruguay while the material is in its possession shall be entrusted to a licensed public carrier selected by Uruguay or shall be accompanied by a responsible person designated by Uruguay.

Article IV

AGENCY SAFEGUARDS

Section 5. Uruguay undertakes that the reactor and the supplied material and equipment, and any special fissionable material produced in them or by their use, as

¹ See p. 141 of this volume.

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 6. It is specified that the safeguards rights and responsibilities 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 7. The health and safety measures specified in Annex B shall be applied to the project.

Article VI

AGENCY INSPECTORS

Section 8. 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 the Annex to the resolution set forth in Agency document GC(IX)/294 (which Annex is hereinafter called the "Safeguards Document") shall be agreed by the Agency and Uruguay in an agreement supplementing this Agreement, before such facility or material is listed in the Inventory.

Section 9. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency¹ shall apply to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement.

Section 10. Uruguay 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 Uruguay.

¹ United Nations, *Treaty Series*, Vol. 374, p. 147.