

No. 27810

**INTERNATIONAL ATOMIC ENERGY
AGENCY, ZAIRE
and
UNITED STATES OF AMERICA**

**Project and Supply Agreement concerning the transfer of
enriched uranium for a research reactor (with annexes
and table). Signed at Vienna on 20 September 1990**

Authentic texts: English and French.

*Registered by the International Atomic Energy Agency on 13 December
1990.*

**AGENCE INTERNATIONALE DE L'ÉNERGIE
ATOMIQUE, ZAÏRE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord de fourniture et de projet concernant la cession d'ura-
nium enrichi pour un réacteur de recherche (avec an-
nexes et tableau). Signé à Vienne le 20 septembre 1990**

Textes authentiques : anglais et français.

*Enregistré par l'Agence internationale de l'énergie atomique le 13 décembre
1990.*

PROJECT AND SUPPLY AGREEMENT¹ AMONG THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENTS OF THE REPUBLIC OF ZAIRE AND THE UNITED STATES OF AMERICA CONCERNING THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR

WHEREAS the Government of the Republic of Zaire (hereinafter called "Zaire"), desiring to continue a project consisting of a reactor for training and research purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing special fissionable material therefor;

WHEREAS Zaire on 1 March 1972 concluded with the Agency an agreement for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons² hereinafter called the "Treaty Safeguards Agreement") which entered into force on 9 November 1972;

WHEREAS Zaire has made arrangements with a manufacturer in the United States of America (hereinafter called the "manufacturer") to obtain an instrumented fuel element for the research reactor;

WHEREAS under the Agreement for Co-operation between the Agency and the Government of the United States of America, concluded on 11 May 1959, as amended³ (hereinafter called the "Co-operation Agreement"), the Government of the United States of America (hereinafter called the "United States") undertook to make available to the Agency pursuant to the Statute⁴ 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 Members of the Agency in connection with an Agency-assisted project;

WHEREAS in order to assist and encourage research on peaceful nuclear uses or for medical therapy, the United States may in each calendar year offer to distribute to the Agency, free of charge, special fissionable material of a value of up to \$ 50 000 to be supplied from the amounts specified in Article II.A of the Co-operation Agreement (hereinafter called the "gift offer");

¹ Came into force on 20 September 1990 by signature, in accordance with article XII (1).

² United Nations, *Treaty Series*, vol. 894, p. 257.

³ *Ibid.*, vol. 339, p. 359; vol. 951, p. 412; and vol. 1220, p. 316.

⁴ *Ibid.*, vol. 276, p. 3. For the texts amending the Statute see vol. 471, p. 334, and vol. 1082, p. 290.

WHEREAS the United States gift offer for 1989, in the form of an instrumented fuel element, has been allocated to Zaire pursuant to the United States letter to, and countersigned by, the Agency dated 11 December 1989,¹ subject *inter alia* to conclusion of an appropriate project and supply agreement among Zaire, the Agency and the United States;

WHEREAS, pursuant to the Co-operation Agreement, the Agency and the United States on 14 June 1974 concluded a Master Agreement Governing Sales of Source, By-Product and Special Nuclear Materials for Research Purposes² (hereinafter called the "Master Agreement"); and

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") approved the Agency's assistance for the project on 15 June 1990;

NOW THEREFORE the Agency, Zaire and the United States hereby agree as follows:

ARTICLE I

Definition of the Project

1. The project to which this Agreement relates is the continued operation of the TRIGA Mark II research reactor (hereinafter called the "reactor") operated by the Commissariat General for Atomic Energy at the Kinshasa Regional Nuclear Research Centre, Kinshasa (hereinafter called the "CREN-K centre").
2. This Agreement shall apply, *mutatis mutandis*, to any additional assistance provided by the Agency to Zaire for the project.
3. Except as specified in this Agreement, neither the Agency nor the United States assumes any obligations or responsibilities insofar as the project is concerned.

ARTICLE II

Supply of Enriched Uranium

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Zaire of an instrumented fuel element for the reactor identified as Category 204 containing uranium enriched to 19.98 per cent in the isotope uranium-235 (hereinafter called the "supplied material").

¹ See "Agreement concerning the allocation of the United States gift offer of special nuclear material for 1989", United Nations, *Treaty Series*, vol. 1562, No. I-27175.

² United Nations, *Treaty Series*, vol. 964, p. 69.

2. The United States, subject to the provisions of the Co-operation Agreement including Section A of the Annex and the Master Agreement and to the issuance of any required licences or permits, shall transfer to the Agency and the Agency shall transfer to Zaire the supplied material.

3. The particular terms and conditions for the transfer of the supplied material, including charges for or connected with such material, a schedule of deliveries and shipping instructions, shall be specified in a Supplemental Contract to the Master Agreement to be concluded between the Agency, Zaire and the United States (hereinafter called the "Supplemental Contract") in implementation of this Agreement. All arrangements for the export of the supplied material from the United States of America shall be the responsibility of Zaire and the manufacturer. Prior to the export of any part of such material, Zaire shall notify the Agency of the amount thereof and of the date, place and method of shipment.

4. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively by and remain at the CREN-K centre, unless the Parties hereto otherwise agree.

5. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to Zaire and the United States. Such materials shall not be further enriched unless the Agency, Zaire and the United States agree to the amendment of the Project and Supply Agreement for that purpose.

ARTICLE III

Payment

1. Zaire shall pay the United States all charges for or connected with the supplied material in accordance with the provisions of the Supplemental Contract, except as provided for in paragraph 3 of this Article.

2. In extending their assistance for the project, neither the Agency nor the United States assumes any financial responsibility in connection with the transfer of the supplied material by the United States to Zaire.

3. The United States having found the project to which this Agreement relates eligible to benefit by the gift offer, having decided on the extent to which the project shall so benefit and having notified the Agency and Zaire of that decision, the payment provided for in paragraph 1 of this Article shall be reduced by the value of that gift.

ARTICLE IV

Transport, Handling and Use

Zaire and the United States shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. Neither the United States nor the Agency warrants the suitability or fitness of the supplied material for any particular use or application or shall at any time bear any responsibility towards Zaire or any person for any claims arising out of the transport, handling and use of the supplied material.

ARTICLE V

Safeguards

1. Zaire undertakes that the reactor, the supplied material and any special fissionable material used in or produced through their use, including subsequent generations of produced special fissionable material, shall not be used for the manufacture of any nuclear weapon or any nuclear explosive device, or for research on or the development of any nuclear weapon or any nuclear explosive device, or to further any military purpose.
2. The safeguards rights and responsibilities of the Agency provided for in Article XII.A of the Statute of the Agency (hereinafter called the "Statute") are relevant to the project and shall be implemented and maintained with respect to the project. Zaire shall co-operate with the Agency to facilitate the implementation of the safeguards required by this Agreement.
3. Agency safeguards referred to in this Article shall, for the duration of this Agreement, be implemented pursuant to the Treaty Safeguards Agreement.
4. Article XII.C of the Statute shall apply with respect to any non-compliance by Zaire with the provisions of this Agreement.
5. Upon request of the United States, Zaire shall inform the United States of the status of all inventories of any materials required to be safeguarded pursuant to this Agreement. If the United States so requests, Zaire shall permit the Agency to inform the United States of the status of all such inventories to the extent such information is available to the Agency.

ARTICLE VI

Safety Standards and Measures

The safety standards and measures specified in Annex A to this Agreement shall apply to the project.