

No. 31433

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

**Agreement concerning the transfer of enriched uranium for
materials test reactor fuel development (with annexes
and table). Signed at Vienna on 15 January 1993**

Authentic text: English.

*Registered by the International Atomic Energy Agency on 16 December
1994.*

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

**Accord concernant la cession d'uranium enrichi pour la mise
au point de combustible pour réacteur d'essai de maté-
riaux (avec annexes et tableau). Signé à Vienne le 15 jan-
vier 1993**

Texte authentique : anglais.

*Enregistré par l'Agence internationale de l'énergie atomique le 16 décem-
bre 1994.*

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE TRANSFER OF ENRICHED URANIUM FOR MATERIALS TEST REACTOR FUEL DEVELOPMENT — PROJECT AND SUPPLY AGREEMENT

WHEREAS the Government of the Republic of Indonesia (hereinafter called "Indonesia") desiring to initiate a project consisting of fuel development, including production, irradiation and post irradiation examination, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing special fissionable material therefor;

WHEREAS Indonesia on 14 July 1980 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 that date;

WHEREAS Indonesia has made arrangements with a supplier in the United States of America (hereinafter called the "supplier") for the delivery of low enriched uranium in the form of uranium hexafluoride for the production of fuel elements;

WHEREAS under the Agreement for Co-operation between the Agency and the Government of the United States of America, concluded on 11 May 1959,³ as amended⁴ (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 Statute of the Agency⁵ (hereinafter called the "Statute") 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;

¹ Came into force on 15 January 1993 by signature, in accordance with article XII (1).

² United Nations, *Treaty Series*, vol. 1227, p. 257.

³ *Ibid.*, vol. 339, p. 359.

⁴ *Ibid.*, vol. 951, p. 412; and vol. 1220, p. 316.

⁵ *Ibid.* vol. 276, p. 3. For the texts amending the Statute, see vol. 471, p. 334, and vol. 1082, p. 290.

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 purposes¹ (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 4 December 1992;

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

ARTICLE I

Definition of the Project

1. The Project to which this Agreement relates consists of fuel development, including production, irradiation and post irradiation examination, by the Nuclear Fuel Element Centre of the National Atomic Energy Agency (hereinafter called the "Centre"). Test irradiation will be performed in the RSG-G.A.S. reactor. Post irradiation examination will be performed in the radiometallurgy laboratory of the Nuclear Fuel Element Centre.
2. This Agreement shall apply, *mutatis mutandis*, to any additional assistance provided by the Agency to Indonesia 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 Indonesia of 60 kilograms of enriched uranium, containing less than 20 per cent of the isotope U-235 for the fuel development project (hereinafter called the "supplied material").

¹ 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 Indonesia 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, Indonesia 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 Indonesia and the supplier. Prior to the export of any part of such material, Indonesia 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 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 the Agency, Indonesia and the United States. Such materials shall not be further enriched unless the Agency, Indonesia and the United States agree to the amendment of the Project and Supply Agreement for that purpose.

ARTICLE III

Payment

1. Indonesia shall pay the supplier all charges for or connected with the supplied material in accordance with the provisions of the Supplemental Contract.
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 Indonesia.

ARTICLE IV

Transport, handling and use

Indonesia 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 Indonesia or any person for any claims arising out of the transport, handling and use of the supplied material.

ARTICLE V

Safeguards

1. Indonesia undertakes that the installations used for the fuel development referred to in Article I.1, 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 are relevant to the Project and shall be implemented and maintained with respect to the Project. Indonesia 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 Indonesia with the provisions of this Agreement.
5. Upon request of the United States, Indonesia shall inform the United States of the status of all inventories of any materials required to be