

No. 53088*

**International Atomic Energy Agency, Chile
and
United States of America**

Agreement between the International Atomic Energy Agency, the Government of the Republic of Chile and the Government of the United States of America concerning the transfer of enriched uranium for two research reactors (with annexes). Vienna, 13 July 2011 and 16 December 2011

Entry into force: *16 December 2011 by signature, in accordance with article XI*

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**Agence internationale de l'énergie atomique, Chili
et
États-Unis d'Amérique**

Accord entre l'Agence internationale de l'énergie atomique, le Gouvernement de la République du Chili et le Gouvernement des États-Unis d'Amérique concernant la cession d'uranium enrichi destiné à deux réacteurs de recherche (avec annexes). Vienne, 13 juillet 2011 et 16 décembre 2011

Entrée en vigueur : *16 décembre 2011 par signature, conformément à l'article XI*

Textes authentiques : *anglais et espagnol*

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PROJECT AND SUPPLY AGREEMENT

**AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY,
THE GOVERNMENT OF CHILE AND THE GOVERNMENT OF THE UNITED
STATES OF AMERICA CONCERNING THE TRANSFER OF ENRICHED URANIUM
FOR TWO RESEARCH REACTORS**

WHEREAS the Republic of Chile (hereinafter called "Chile"), desiring to establish a project relating to the operation of the RECH-1 and RECH-2 research reactors (hereinafter called the "reactors") on low enriched uranium fuel (hereinafter called "LEU"), has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing special fissionable material for the reactors;

WHEREAS under the Agreement for Cooperation between the Agency and the United States, concluded on 11 May 1959, as amended (hereinafter called the "Cooperation Agreement"), the Government of the United States of America (hereinafter "the United States") undertook to make available to the Agency pursuant to the Statute of the Agency (hereinafter called the "Statute") certain quantities of special fissionable material, and also undertook, subject to various applicable provisions and license 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 Chile, on 5 April 1995, concluded with the Agency an Agreement for the Application of Safeguards in connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean and the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter called the "Safeguards Agreement");

WHEREAS Chile and the United States reaffirm their support of the objectives of the Statute and their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements that, to the maximum extent, will prevent the proliferation of nuclear explosive devices;

NOW THEREFORE the Agency, Chile and the United States (hereinafter called the "Parties") hereby agree as follows:

ARTICLE I

Definition of the Project

1. The project that is the subject of this Agreement is the supply by the United States of America, through the Agency, of LEU to Chile for the fabrication of fuel for the RECH-1 and RECH-2 research reactors, which are located near Santiago, Chile and are operated by the Chilean Nuclear Energy Commission (hereinafter called the "Commission").
2. This Agreement shall apply, mutatis mutandis, to any additional assistance provided by the Agency to Chile for the project.
3. Except as specified in this Agreement, neither the Agency nor the United States assume any obligations or responsibilities insofar as the project is concerned. Chile shall assume full responsibility for any claims arising out of its activities in connection with the project.

ARTICLE II

Supply of Enriched Uranium

1. The Agency, pursuant to Article IV of the Cooperation Agreement, shall request the United States to permit the transfer and export to Chile of approximately 33 kilograms of uranium enriched to less than 20 per cent by weight in the isotope uranium-235 (hereinafter called the "supplied material") to be fabricated into fuel assemblies for the reactors.
2. The United States shall, subject to the provisions of the Cooperation Agreement, approve the transfer specified in paragraph 1 above. Upon transfer to Chile, the supplied material shall be subject to the terms and conditions of this Agreement.
3. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored, processed, or otherwise altered in form or content only under conditions and in facilities acceptable to the Parties. Such material shall not be further enriched unless the Parties amend this Agreement for that purpose.
4. The particular terms and conditions for the transfer of supplied material, including charges for or connected with such material, a schedule of deliveries and shipping instructions, shall be specified in a contract to be concluded between Chile and the United States in implementation of this Agreement.

ARTICLE III

Transport, Handling and Use

1. The United States and Chile shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. Upon arrival in Chile, such measures shall be the responsibility of Chile.
2. 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 Chile or any person for any claim arising out of the transport, handling or use of the supplied material.

ARTICLE IV

Safeguards

1. Chile undertakes that the supplied material and any special fissionable material used in or produced through the use of the supplied material, including subsequent generations of produced special fissionable material, shall not be used for the manufacture of any nuclear weapon or any nuclear explosive device, for research on or the development of any nuclear weapon or any nuclear explosive device, or in such a way as 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 are relevant to the project and shall be implemented and maintained with respect to the project. Chile shall cooperate with the Agency to facilitate the implementation of the safeguards required by this Agreement.
3. The IAEA safeguards referred to in paragraph 2 of this Article shall, for the duration of this Agreement, be implemented pursuant to the Safeguards Agreement.
4. Article XII.C of the Statute shall apply with respect to any non-compliance by Chile with the provisions of this Agreement.

ARTICLE V

Safety Standards and Measures

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

ARTICLE VI

Agency Inspectors

The relevant provisions of the Safeguards Agreement shall apply to Agency inspectors performing functions pursuant to this Agreement.

ARTICLE VII

Scientific Information

In conformity with Article VIII.B of the Statute, Chile shall make available to the Agency without charge all scientific information developed as a result of the assistance provided by the Agency for the project.

ARTICLE VIII

Languages

All reports and other information required for the implementation of this Agreement shall be submitted to the Agency in one of the working languages of the Board.

ARTICLE IX

Physical Protection

1. Chile undertakes that adequate physical protection measures shall be maintained with respect to the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.
2. The Parties agree to the levels for the application of physical protection set forth in Annex B to this Agreement, which levels may be modified by consent of all of the Parties without amendment to this Agreement. Chile shall maintain adequate physical protection measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in Agency document INFCIRC/225/Rev.4 (Corrected), entitled "The Physical Protection of Nuclear Material and Nuclear Facilities," as it may be revised from time to time.

ARTICLE X

Settlement of Disputes

1. Any decision of the Board concerning the implementation of Article IV, V or VI shall, if the decision so provides, be given effect immediately by Chile and the Agency pending the final settlement of the dispute.
2. Any dispute arising out of the interpretation or implementation of this Agreement shall be settled by the Parties by consultation.