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

Agreement between the International Atomic Energy Agency, the Government of the Republic of Peru and the Government of the United States of America for assistance in securing low enriched uranium for a research reactor (with annex). Vienna, 23 February 2015

Entry into force: 22 May 2015 by notification, in accordance with article XII

Authentic texts: English and Spanish

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

Accord entre l'Agence internationale de l'énergie atomique, le Gouvernement de la République du Pérou et le Gouvernement des États-Unis d'Amérique concernant une assistance pour l'obtention d'uranium faiblement enrichi destiné à un réacteur de recherche (avec annexe). Vienne, 23 février 2015

Entrée en vigueur : 22 mai 2015 par notification, conformément à l'article XII

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**AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY,
THE GOVERNMENT OF THE REPUBLIC OF PERU AND THE GOVERNMENT
OF THE UNITED STATES OF AMERICA FOR ASSISTANCE IN SECURING
LOW ENRICHED URANIUM FOR A RESEARCH REACTOR**

WHEREAS the Government of the Republic of Peru (hereinafter called "Peru"), desiring to optimize the effective utilization of the RP10 research reactor (hereinafter called the "reactor"), located at the Peruvian Institute of Nuclear Energy (IPEN) in Lima, Peru, to support socio-economic development in Peru, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "IAEA") in securing the low enriched uranium (hereinafter called the "LEU") for the reactor;

WHEREAS the Board of Governors of the IAEA (hereinafter called the "Board"), on 26 November 2008, approved project number PER/4/023, entitled "Modernizing and Improving the Utilization of the RP10 Reactor", as part of the Technical Cooperation Programme for 2009–2011;

WHEREAS the funding of the IAEA's assistance requested by Peru will be secured through contributions by Peru to the project PER/4/023;

WHEREAS the IAEA and Peru are in the process of making arrangements with a manufacturer (hereinafter called the "Manufacturer") in the Republic of Argentina for the fabrication of the LEU into fuel elements for the reactor;

WHEREAS under the Agreement for Co-operation between the IAEA and the United States of America, concluded on 11 May 1959, as amended (hereinafter called the "Co-operation Agreement"), the Government of the United States (hereinafter called "United States") undertook to make available to the IAEA pursuant to the Statute of the IAEA (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 IAEA, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for Members of the IAEA in connection with an IAEA-assisted project;

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

WHEREAS an Agreement between Peru and the IAEA for the Application of Safeguards in Connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter called the "Safeguards Agreement") entered into force on 1 August 1979;

WHEREAS Peru 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 IAEA, Peru and the United States (hereinafter called "the Parties") hereby agree as follows:

ARTICLE I

Definition of the Project

1. The project which is the subject of this Agreement is the supply by the United States, through the IAEA, of LEU to Peru for the continued operation of the reactor, which is located at IPEN in Lima, Peru.
2. This Agreement shall apply, mutatis mutandis, to any additional assistance provided by the IAEA to Peru for the project.
3. Except as specified in this Agreement, neither the IAEA nor the United States shall assume any obligations or responsibilities insofar as the project is concerned. Peru shall assume full responsibility for any claims arising out of its activities in connection with the project.

ARTICLE II

Supply of Low Enriched Uranium

1. The IAEA, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Peru of approximately 80 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 elements for the reactor by the Manufacturer.
2. The United States shall provide the supplied material to the Manufacturer.
3. The particular terms and conditions for the transfer of the supplied material, including charges for or connected with such material and a schedule of deliveries and shipping instructions shall be specified in a Supplemental Contract to the Master Agreement (hereinafter called the "Supplemental Contract"), to be concluded between the IAEA, Peru and the United States, in implementation of this Agreement. Prior to the transfer of any part of such material from the United States, the United States shall notify the IAEA of the amount thereof and of the date, place and method of shipment. Prior to the transfer of any part of such material from the Manufacturer to Peru, Peru shall notify the IAEA of the amount thereof and of the date, place and method of shipment.
4. The United States, subject to the provisions of the Co-operation Agreement and the Master Agreement and to the issuance of any required licenses and permits, shall transfer title to the supplied material to the IAEA as specified in the Supplemental Contract, and the IAEA shall thereafter immediately and automatically transfer the title to Peru.
5. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively for the reactor and shall remain at IPEN in Lima, Peru, unless the United States and Peru otherwise agree.

6. 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 Parties. Such material shall not be further enriched unless the Parties otherwise agree.

ARTICLE III

Payment

1. Payment to the United States for the supplied material and all charges connected with the transfer of the supplied material to Peru shall be made by the IAEA and Peru in accordance with arrangements to be made among the IAEA, Peru and the United States.
2. Payment to the Manufacturer of all charges for or connected with the fabrication of the supplied material into fuel elements and delivery thereof to Peru shall be made by the IAEA and Peru in accordance with arrangements to be made among the IAEA, Peru and the Manufacturer.
3. Except as provided in paragraphs 1 and 2 of this Article, neither the IAEA nor the United States, in extending assistance for the project, assume any financial responsibility in connection with the transfer of the supplied material to Peru.

ARTICLE IV

Transport, Handling and Use

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

ARTICLE V

Safeguards

1. Peru 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, or 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 IAEA 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. Peru shall cooperate with the IAEA to facilitate the implementation of the safeguards required by this Agreement.

3. The IAEA safeguards referred to in paragraph 2 of this Article shall, in respect to Peru, 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 Peru with the provisions of this Agreement.

ARTICLE VI

Safety Standards and Measures

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

ARTICLE VII

IAEA Inspectors

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

ARTICLE VIII

Scientific Information

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

ARTICLE IX

Languages

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

ARTICLE X

Physical Protection

1. Peru undertakes that adequate physical protection measures and systems 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 measures and systems referred to in paragraph 1 above shall, as a minimum, provide the protection set forth in IAEA Nuclear Security Series No. 13, entitled "Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities (INFCIRC/225/Revision 5)", as it may be revised from time to time, and comply with the following requirements: