

No. 4532

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
PORTUGAL**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at London, on 18 July 1958**

Official texts: English and Portuguese.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
29 September 1958.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
PORTUGAL**

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins pacifiques. Signé à Londres, le
18 juillet 1958**

Textes officiels anglais et portugais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
29 septembre 1958.*

No. 4532. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF PORTUGAL FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT LONDON, ON 18 JULY 1958

The Government of the United Kingdom of Great Britain and Northern Ireland on their own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as "the Authority") and the Government of Portugal;

Desiring to co-operate in the study and development of the peaceful uses of atomic energy;

Have agreed as follows :

Article I

(1) Subject to the provisions of the present Agreement, the Contracting Parties shall collaborate with each other for the promotion and development of the peaceful uses of atomic energy in their respective countries in the following ways :

- (a) The Authority and the Government of Portugal shall make available to each other unclassified information to the extent and in the manner specified in Article II.
- (b) The Authority and the Government of Portugal shall facilitate exchanges of unclassified information between persons in the United Kingdom on the one hand and persons in Portugal on the other hand with a view to forwarding the peaceful uses of atomic energy.
- (c) The Authority shall assist the Government of Portugal or persons authorised by the Government of Portugal in obtaining research reactors from the United Kingdom.
- (d) The Authority shall supply, or shall assist the Government of Portugal or persons authorised by the Government of Portugal in obtaining from the United Kingdom, fuel for research reactors to such extent and on such commercial terms as may be agreed.
- (e) The Authority shall process used fuel from research reactors operating in Portugal or shall assist the Government of Portugal or persons authorised

¹ Came into force on 18 July 1958, the date of signature, in accordance with article IX.

by the Government of Portugal in arranging for such processing in the United Kingdom, to such extent and on such commercial terms as may be agreed.

- (f) The Contracting Parties shall to such extent as is practicable assist each other in the procurement of materials, equipment and other requisites for their atomic energy research and development programmes.
- (g) The Authority shall provide, wherever possible, in their schools or in such other facilities of the Authority as may be agreed, or shall assist in obtaining elsewhere in the United Kingdom, training in subjects relevant to the Portuguese atomic energy programme for students sponsored by the Government of Portugal.

(2) The Contracting Parties may agree on ways of collaborating for the promotion and development of the peaceful uses of atomic energy additional to those enumerated in the preceding paragraph.

Article II

(1) Subject to the rights of third parties, to the obligations entered into by either Contracting Party under any international agreement, and to the applicable laws, regulations and licence requirements in force in the United Kingdom and in Portugal, the Authority and the Government of Portugal will make available to each other unclassified research information concerning the peaceful uses of atomic energy which is relevant to the present or any projected atomic energy programme in the country of the Contracting Party receiving the information and which is or may in future be at the disposal of the other Party.

(2) The transmission of information within the scope of the present Agreement which is regarded by the person transmitting that information as being of commercial value shall be made only at such time and on such commercial terms and conditions as may be agreed in each case.

(3) The recipient of information under this Article shall have the right (save as may be specified in particular contracts made thereunder):

- (a) to use it freely for his own purposes save that, if the information relates to an invention patented by the person transmitting the information in the country of the person receiving it, the use, including communication to any third party, shall be subject to such terms as may be agreed between the persons concerned;
- (b) to communicate it to a third party, unless the person transmitting the information shall have stipulated to the contrary at the time of transmission. In the event of communication to a third party, the person so communicating