



International Atomic Energy Agency

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THE TEXTS OF THREE AGREEMENTS FOR THE SUPPLY OF MATERIALS TO THE AGENCY

The texts of three agreements concluded on 11 May 1959 between the Agency and the Governments of the Union of Soviet Socialist Republics, of the United Kingdom of Great Britain and Northern Ireland and of the United States of America respectively are reproduced in this document for the information of all Members of the Agency.

I

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON THE MAKING AVAILABLE OF SPECIAL FISSIONABLE MATERIALS

The International Atomic Energy Agency and the Government of the Union of Soviet Socialist Republics,

Seeking the further development of co-operation in the peaceful utilization of atomic energy throughout the world; and

Desiring to initiate the practical application of the provisions of Article IX of the Statute of the International Atomic Energy Agency,

Have agreed as follows:

ARTICLE 1

The Government of the Union of Soviet Socialist Republics (hereinafter referred to as "the Government"), as a first step towards the fulfilment of Article IX of the Statute of the International Atomic Energy Agency (hereinafter referred to as "the Agency"), will make available to the Agency 50 (fifty) kilogrammes of uranium-235. The 50 kilogrammes of uranium-235 made available by the Government may be used by the Agency or its Members in accordance with the Statute of the Agency.

ARTICLE 2

The 50 kilogrammes of uranium-235 made available by the Government to the Agency may be supplied in any concentration up to 20 per cent, as desired by the Agency, in metallic form or in chemical compounds, and also as fabricated fuel elements, in accordance with the specifications agreed upon between the contracting parties.

ARTICLE 3

The Government undertakes to base prices on a scale of charges corresponding to the lowest international prices in effect at the time of delivery for enriched uranium hexafluoride and for uranium compounds according to their percentage content of uranium-235.

ARTICLE 4

Special fissionable materials made available by the Government to the Agency shall be stored in the USSR until delivery is requested by the Agency.

The supply of special fissionable materials by the Government shall be implemented by the conclusion of specific contracts between the Government, or organs authorized thereto by it, and the Agency, or governmental organs of States Members of the Agency designated by the Members concerned. The contracts shall specify the conditions governing the chemical composition of the materials supplied, their quantity and form, delivery dates, transport and accounting procedures, and other specific technical or other conditions.

ARTICLE 5

Special fissionable materials made available by the Government to the Agency under the present Agreement shall be used as provided for in the Statute of the Agency.

ARTICLE 6

The Government expresses its willingness to continue in the future to provide special fissionable and other materials needed by the Agency for its work on the peaceful uses of atomic energy. For this purpose, the Agency and the Government shall enter into negotiations for supply of the materials mentioned in quantities and on terms to be mutually agreed.

ARTICLE 7

Immediately upon receipt of the special fissionable materials or any other materials supplied, the Agency shall assume all liability arising from the possession, use and transfer of such materials.

After delivery of special fissionable or any other materials to the Agency or to a Member of the Agency designated by it, the Government shall bear no responsibility arising from the possession, use or transfer of such materials. In the case of a direct delivery to a designated Member, the Agency itself shall bear no responsibility.

ARTICLE 8

The Agency and the Government may, when the occasion arises, enter into negotiations on the return to the Government, or to an organ designated by it, of spent special fissionable and other material for re-processing in factories of the Soviet Union.

ARTICLE 9

This Agreement shall enter into force on the day of its signature. It may be amended or supplemented by agreement between the Agency and the Government.

The Agreement shall cease to have effect one year after the day of its denunciation by the Agency of the Government.

DONE in duplicate in the English and Russian languages, both being equally authentic, this 11th day of May, 1959, in Vienna.

For THE INTERNATIONAL
ATOMIC ENERGY AGENCY

(signed) Sterling Cole

For THE GOVERNMENT OF
THE UNION OF SOVIET
SOCIALIST REPUBLICS

(signed) V. Emelyanov

II

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT BETWEEN
THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
CONCERNING THE SUPPLYING OF MATERIALS TO THE AGENCY

BRITISH EMBASSY,
VIENNA.

12429/59

May 11, 1959

Sir,

I have the honour to refer to the offer by the Government of the United Kingdom of Great Britain and Northern Ireland to make available to the International Atomic Energy Agency an amount equivalent to 20 kilogrammes of contained uranium in the 235 isotope and to confirm that this offer remains open until the end of any calendar year after 1960 in which notice of the withdrawal of the offer has been given.

In this connexion I have been instructed to make the following proposals:

(1) The Government of the United Kingdom shall make available the above-mentioned material in accordance with the provisions of Article IX of the Statute of the Agency. The material shall be retained in the United Kingdom until required by the Agency. The material, or part of the material, shall be delivered on the Agency's request to the Agency itself, or to a Member or group of Members designated by the Agency, in such form and on such terms as to periods of delivery, price and specification as shall be agreed in specific contracts between the Government of the United Kingdom or the United Kingdom Atomic Energy Authority on the one hand and the Agency or the Government of a Member or Governments of a group of Members designated by the Agency on the other.

(2) The material may be supplied in any concentration up to 20 per cent in the isotope uranium-235 provided, however, that the Parties may agree to a higher enrichment with respect to uranium to be used in research reactors, material testing reactors or for research purposes.

(3) The material shall be supplied at a price and on conditions which are not less favourable than the most favourable price and conditions which the United Kingdom Atomic Energy Authority are offering or are prepared to offer, at the date of the contract in question, to any other customer outside the United Kingdom for the supply of similar material.

(4) The material shall be made available and supplied subject to the relevant provisions of the Statute of the Agency and the Agency shall, as from the date of delivery of any of the material, accept responsibility for ensuring fulfilment of those provisions, including the application to the extent relevant of the safeguards for which provision is made in Article XII of the Statute, with respect to any material so delivered.

(5) The Government of the United Kingdom and the United Kingdom Atomic Energy Authority shall bear no responsibility for damage or injury from any cause arising after delivery of the material to the Agency or to a Member or group of Members designated by it. Mutually satisfactory arrangements for the protection of the Government of the United Kingdom and the United Kingdom Atomic Energy Authority against third party liability shall be made before delivery of any part of the material takes place.

Mr. Sterling Cole,
Director General,
International Atomic Energy Agency,
Vienna.

If the foregoing proposals are acceptable to the Agency, I have the honour to suggest that the present Note and your reply in that sense should be regarded as constituting an Agreement between the Agency and the Government of the United Kingdom in this matter.

I have the honour to be,

Sir,

Your obedient Servant,

(signed) J.C. Wardrop

Alternate Governor
from the United Kingdom of Great Britain
and Northern Ireland.

May 11, 1959

Sir,

I have the honour to acknowledge the receipt of your Note of today's date which reads as follows:

(Here follows the text of the immediately preceding letter)

In reply, I have the honour to inform you that the foregoing proposals are acceptable to the International Atomic Energy Agency, who will regard your Note together with this reply as constituting an Agreement in this matter between the International Atomic Energy Agency and the Government of the United Kingdom of Great Britain and Northern Ireland.

Accept, Sir, the assurances of my highest consideration.

(signed) Sterling Cole

Director General

Mr. J.C. Wardrop,
Alternate Governor from the United Kingdom
Of Great Britain and Northern Ireland on the
Board of Governors of the International Atomic Energy Agency,
British Embassy,
Reisnerstrasse 40,
Vienna III.

III

AGREEMENT FOR CO-OPERATION BETWEEN
THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE UNITED STATES OF AMERICA

The International Atomic Energy Agency and the United States of America,

Desiring to set forth areas of co-operation in the peaceful application of atomic energy including the basis on which special nuclear material, source material and reactor material will be made available by the United States to the Agency for use in Agency activities:

Agree as follows:

ARTICLE I

For purposes of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency.
- (b) "United States" means the Government of the United States of America, or any agency of the United States Government acting on behalf of the United States.
- (c) "Parties" mean the Agency and the United States. "Party" means one of the above-mentioned "Parties".
- (d) "Agency Statute" means the Statute of the Agency as amended from time to time.
- (e) "Person" means (1) any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency and (2) any legal successor, representative, agent or agency of the fore-going.
- (f) "Reactor material" means any material, other than special nuclear material or source material, of especial importance or desirability for use in reactors or in research thereon.
- (g) "Source material" means (1) uranium, thorium, or any other material determined by mutual agreement of the Agency and the United States to be source material; (2) any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; or (3) ores containing one or more of the foregoing materials, in such concentration as may be determined from time to time by mutual agreement.
- (h) "Special nuclear material" means plutonium-239, uranium-233, uranium enriched in the isotopes 235 or 233, any material containing one or more of the foregoing, now specified as "special fissionable material" in sub-paragraph 1, Article XX of the Agency Statute, and any other material determined by mutual agreement of the Agency and the United States to be special nuclear material. "Special nuclear material" does not include "Reactor material" or "Source material".
- (i) "Agency activity" means any activity set up by the Agency or any Member or group of Members thereof under the aegis of the Agency or conducted with the assistance of the Agency for research or development or practical application of atomic energy for peaceful purposes.

ARTICLE II

A. The United States will make available to the Agency pursuant to the Agency Statute, as set forth in paragraph B of this Article, for use in Agency activities 5 000 kilogrammes of contained uranium-235 together with the amounts of special nuclear material which will match in amount the sum of all quantities of special nuclear material made available by all other Members of the Agency prior to 1 July 1960.

The United States will also, from time to time, make available to the Agency such additional quantities of special nuclear materials, including contained uranium-235, as may be authorized by the United States. The uranium supplied hereunder may be enriched up to 20 per cent in the isotope uranium-235 provided, however, that the parties may agree to a higher enrichment with respect to uranium to be used in research reactors, material testing reactors or for research purposes.

B. The United States undertakes to make special nuclear material available to the Agency at the United States Atomic Energy Commission's published charges applicable to the domestic United States distribution of such material in effect at the time, it being understood that the foregoing shall not affect the existence of the Commission's authority to assist and encourage research on peaceful uses or for medical therapy by making such material available to the Agency without charge during any calendar year in a quantity which at the time of transfer does not exceed in value US \$50 000.

C. The special nuclear material made available to the Agency pursuant to the Agency Statute will be used or pursuant to the Agency's direction and in its behalf distributed by the Agency in accordance with the Statute of the Agency and rules and regulations made pursuant thereto. The United States will retain such material until needed by the Agency. When requested by the Agency, the United States will deliver such material to the Agency or pursuant to the Agency's direction and in its behalf to a Member or a group of Members designated by the Agency. The parties shall agree on the compensation for such material, its form and composition, delivery schedule and related matters.

D. The United States will assist the Agency in obtaining source material and reactor materials from persons under the jurisdiction of the United States, if the Agency wishes. If no commercial sources are available to the Agency on reasonable terms, the United States may make such material available to the Agency. Such material made available to the Agency will be used or pursuant to the Agency's direction and in its behalf distributed by the Agency in accordance with the Statute of the Agency and rules and regulations made pursuant thereto. The United States, when requested by the Agency, will deliver such material to the Agency or pursuant to the Agency's direction and in its behalf to a Member or group of Members designated by the Agency. The parties shall agree on the compensation for such material, its form and composition, delivery schedule and related matters.

E. The United States will accept the return of source and special nuclear material made available pursuant to this Agreement for re-processing on terms and conditions to be agreed, and will, unless the parties agree otherwise, return to the Agency either the amount of source and special nuclear material recovered therefrom or an equivalent amount of source and special nuclear material recoverable therefrom.

F. The United States may, at the request of the Agency, and subject to the laws of the United States and to the Agency Statute, purchase, for use solely in the peaceful application of atomic energy, special nuclear material recovered or produced from special nuclear material and source material as a result of Agency activities, at such prices and on such other terms and conditions as may be agreed.

ARTICLE III

The application or use of any material, equipment or facilities, or use of any information (including design drawings and specifications), made available by the United States shall be the responsibility of the Agency, or of any Member of the Agency to which the Agency shall transfer such material, equipment, facilities, or information, in accordance with the Agency Statute, and the United States does not warrant the suitability of such information, material, equipment or facilities, for any particular use or application except to the extent the parties may otherwise specifically agree. All agreements for the lease of any special nuclear material, source material or reactor material pursuant to this Agreement shall include a mutually acceptable provision relieving the lessor of liability arising out of or in connexion with material after delivery.

ARTICLE IV

The United States undertakes that subject to the applicable laws, regulations and license requirements of the United States, persons under the jurisdiction of the United States will be permitted to make arrangements to transfer and export material, equipment or facilities, and to perform services in the peaceful uses of atomic energy for the Agency, or upon request of the Agency, for a Member or group of Members of the Agency, or for a person under the jurisdiction of such Member in connexion with an Agency activity with which such Member is associated.

ARTICLE V

The Agency guarantees, to the full extent of its statutory powers, that:

- (a) The safeguards set forth in the Agency Statute shall be maintained and implemented as provided in the Agency Statute with respect to material, equipment or facilities, made available by the United States or persons under its jurisdiction for use in Agency activities.
- (b) No material, equipment or facilities, transferred pursuant to this Agreement will be used for atomic weapons or for research on or for development of atomic weapons or for any other military purposes.
- (c) Material, equipment or facilities, used, transferred or re-transferred pursuant to this Agreement shall be used or transferred only in accordance with the Agency Statute and this Agreement.

ARTICLE VI

This Agreement shall enter into force on the day on which each Party to this Agreement shall have received from the other Party written notification that it has complied with all requirements for the entry into force of such Agreement and shall remain in force for a period of twenty years.

IN WITNESS WHEREOF, the undersigned representatives have signed this Agreement pursuant to duly constituted authority.

DONE at Vienna, in duplicate, this 11th day of May, 1959.

For THE INTERNATIONAL
ATOMIC ENERGY AGENCY

(signed) Sterling Cole

For THE UNITED STATES OF AMERICA

(signed) Harold C. Vedeler