

No. 3581

**UNITED STATES OF AMERICA
and
AUSTRIA**

**Agreement for co-operation concerning civil uses of atomic
energy. Signed at Washington, on 8 June 1956**

Official text: English.

Registered by the United States of America on 13 November 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
AUTRICHE**

**Accord relatif à la coopération en matière d'utilisation de
l'énergie atomique à des fins civiles. Signé à Washing-
ton, le 8 juin 1956**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 13 novembre 1956.

No. 3581. AGREEMENT¹ FOR CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF AUSTRIA CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 8 JUNE 1956

Whereas the peaceful uses of atomic energy hold great promise for all mankind ; and

Whereas the Government of the United States of America and the Government of Austria desire to cooperate with each other in the development of such peaceful uses of atomic energy ; and

Whereas the design and development of several types of research reactors are well advanced ; and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power ; and

Whereas the Government of Austria desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program ; and

Whereas the Government of the United States of America, acting through the United States Atomic Energy Commission, desires to assist the Government of Austria in such a program ;

The Parties agree as follows :

Article I

For the purposes of this Agreement :

(a) "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

¹ Came into force on 13 July 1956, the date on which each Government received from the other Government written notification that it had complied with all statutory and constitutional requirements for the entry into force of the Agreement in accordance with article XI.

(b) "Equipment and devices" means any instrument or apparatus and includes research reactors, as defined herein, and their component parts.

(c) "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

(d) "Restricted Data" means all data concerning (1) design, manufacture or utilization of atomic weapons ; (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(e) "Special nuclear material" means : (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, or any other material which the Commission or the Government of Austria determines to be special nuclear material ; or (2) any material artificially enriched by any of the foregoing.

(f) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and visible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

Article II

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of Austria or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

Article III

1. Subject to the provisions of Article II, the Parties hereto will exchange information in the following fields :

(a) Design, construction, and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.

(b) Health and safety problems related to the operation and use of research reactors.

(c) The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

2. The application or use of any information or data of any kind whatsoever, including design drawings and specifications, exchanged under this Agreement shall be the responsibility of the herein contracting Party which receives and uses such information or data, and it is understood that the other contracting Party does not warrant the accuracy, completeness, or suitability of such information or data for any particular use or application.

Article IV

1. The Commission will lease to the Government of Austria uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of Austria, in consultation with the Commission, decides to construct and as required in the agreed experiments related thereto. Also, the Commission will lease to the Government of Austria uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of Austria may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of Austria shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of Austria to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

2. The quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of Austria shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Austria or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

3. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may

be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

4. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VIII and IX.

Article V

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy undertaken by the Government of Austria, including source materials, special nuclear materials, byproduct material, other radioisotopes, and stable isotopes, will be sold or otherwise transferred to the Government of Austria by the Commission for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially. In no case, however, shall the quantity of special nuclear materials under the jurisdiction of the Government of Austria, by reason of transfer under this Article, be, at any one time, in excess of 100 grams of contained U-235, 10 grams of plutonium, and 10 grams of U-233.

Article VI

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease, through such means as it deems appropriate, to the Government of Austria or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Austria. The sale or lease of these materials shall be on such terms as may be agreed.

Article VII

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or Austria may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to and perform services for the Government of Austria and such persons under

its jurisdiction as are authorized by the Government of Austria to receive and possess such materials and utilize such services, subject to :

(a) The provisions of Article II.

(b) Applicable laws, regulations and license requirements of the Government of the United States and the Government of Austria.

Article VIII

1. The Government of Austria agrees to maintain such safeguards as are necessary to assure that the special nuclear materials received from the Commission shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

2. The Government of Austria agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of Austria or authorized persons under its jurisdiction shall be used solely for the design, construction, and operation of research reactors which the Government of Austria decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

3. In regard to research reactors constructed pursuant to this Agreement, the Government of Austria agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of Austria will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

4. Some atomic energy materials which the Government of Austria may request the Commission to provide in accordance with this arrangement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of Austria, the Government of Austria shall bear all responsibility, in so far as the Government of the United States is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of Austria or to any private individual or private organization under its jurisdiction, the Government of Austria shall indemnify and save harmless the Government of the United States against any and all liability (including third party liability) from any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Com-

mission to the Government of Austria or to any authorized private individual or private organization under its jurisdiction.

Article IX

The Government of Austria guarantees that :

(a) Safeguards provided in Article VIII shall be maintained.

(b) No material, including equipment and devices, transferred to the Government of Austria or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Austria except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

Article X

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in Austria.

Article XI

1. This Agreement shall enter into force on the day on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of five years.

2. At the expiration of this Agreement or of any extension thereof the Government of Austria shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel materials leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the

expense of the Government of Austria and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington, in duplicate, this eighth day of June, 1956.

For the Government of the United States of America :

Robert MURPHY

Lewis L. STRAUSS

For the Government of Austria :

GRUBER
