

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

the information shall be at liberty, subject to any patent rights of the person by whom the information was originally provided, to make whatever arrangements he wishes with that third party in respect of the use of the information and of the ownership of any results, including patentable inventions, which may be obtained from the use of the information.

(4) For the purpose of this Article "person" means the Government of Portugal or the Authority as the case may be.

Article III

Since it is the intention of the Contracting Parties that the information exchanged and the material and equipment supplied shall be used solely for the promotion and development of the peaceful uses of atomic energy, the Contracting Parties shall consult with each other to determine in what respects and to what extent they desire to arrange for the controls and safeguards provided by the present Agreement to be administered by the International Atomic Energy Agency or by the European Nuclear Energy Agency established within the framework of the Organisation for European Economic Co-operation. Such consultation shall take place on the request of either Contracting Party.

Article IV

Until such time as the relevant safeguards shall be administered by the International Atomic Energy Agency or by the European Nuclear Energy Agency as envisaged in Article III of this Agreement, the Government of Portugal undertake to ensure that—

- (a) any fuel supplied by the Authority which may require chemical processing shall be delivered to the Authority for processing at prices to be agreed in each case or be processed in facilities approved by the Authority;
- (b) except as may be agreed between the Contracting Parties no alteration shall be made of the form and content of such fuel after its removal from the reactor and before its delivery to the Authority or to the facilities referred to in (a) of this Article;
- (c) records shall be maintained relating to burn-up of reactor fuel obtained pursuant to the present Agreement and power levels of operation of reactors using it and reports shall be made to the Authority on these subjects annually or at such other times as may be required in connection with processing of the irradiated fuel;
- (d) if the Authority so request, representatives of the Authority shall be permitted from time to time to inspect the condition and employment of any part of any fuel supplied pursuant to the present Agreement and to observe

the operation of any reactor employing any part of such fuel. Such representatives may at the discretion of the Government of Portugal be accompanied by representatives of that Government, and shall not, subject to their responsibilities to the Authority, disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties.

Article V

The Government of Portugal undertake to ensure that—

- (a) any reactor, reactor component, or any uranium, thorium or plutonium of any isotopic composition transferred to the Government of Portugal or authorised persons under their jurisdiction pursuant to the present Agreement, by lease, sale, or otherwise, or any plutonium or U-233 derived from the use of research reactors or fuel so transferred, shall be employed solely in a research and development programme devoted wholly to the promotion and development of the peaceful uses of atomic energy; that no part of it shall be diverted to any other use without the prior consent in writing of the Authority; and that no part of it shall be used for any military purpose;
- (b) no such reactor, reactor component or material shall be transferred to unauthorised persons or beyond the jurisdiction of the Government of Portugal except with the prior consent in writing of the Authority.

Article VI

(1) Contracts made pursuant to the present Agreement may contain such guarantees as are agreed in specific cases. Subject to the provisions of such contracts, nothing in the present Agreement shall be interpreted as imposing any responsibility on either Contracting Party or on the Authority—

- (a) with regard to the accuracy or completeness of any information communicated pursuant to the present Agreement;
- (b) for the consequences of the use made of such information, material or equipment supplied pursuant to the present Agreement, in the country of the person (including either Contracting Party or the Authority as the case may be) receiving it; and
- (c) with regard to the suitability of such information, material or equipment for any particular use or application.

(2) With respect to any fuel supplied pursuant to Article I of this Agreement, the Government of Portugal shall indemnify and hold harmless the Government

of the United Kingdom and the Authority against any and all liability (including third party liability) from any cause whatsoever arising, after delivery to the Government of Portugal or to persons authorised by that Government, out of the production or fabrication, the ownership, the lease, or the possession or use of such fuel.

Article VII

Representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of the present Agreement.

Article VIII

Subject to the provisions of the present Agreement and to the consent of the Contracting Parties as may be required by the law of either Contracting Party in each particular case information may be transmitted, materials and equipment supplied, and services rendered within the scope of the present Agreement by persons under the jurisdiction of one Contracting Party to persons under the jurisdiction of the other.

Article IX

The present Agreement shall enter into force on the date of signature and shall remain in force for a period of 10 years, provided that after the expiration of 5 years from the date of its entry into force either Contracting Party may by notification in writing to the other Party terminate the present Agreement six months after the date of the notification. In the event of such termination, Articles IV and V shall remain in force for the duration of any contracts made pursuant to Article I of the present Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at London this eighteenth day of July, 1958, in the English and Portuguese languages, both texts being equally authoritative.

David ORMSBY-GORE
Pedro THEOTÓNIO PEREIRA