

No. 4855

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
UNITED STATES OF AMERICA**

**Agreement for co-operation. Signed at Vienna, on 11 May
1959**

Official text: English.

Registered by the International Atomic Energy Agency on 24 August 1959.

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord de coopération. Signé à Vienne, le 11 mai 1959

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 24 août 1959.

No. 4855. AGREEMENT¹ FOR CO-OPERATION BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE UNITED STATES OF AMERICA. SIGNED AT VIENNA, ON 11 MAY 1959

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 Agency² 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 foregoing.
- (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,

¹ Came into force on 7 August 1959 by an exchange of notes, pursuant to article VI.

² United Nations, *Treaty Series*, Vol. 276, p. 3; Vol. 293, p. 359; Vol. 312, p. 427, and Vol. 316, p. 387.

- 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 subparagraph 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