

No. 5804

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

**Agreement (with exchange of notes) for co-operation in the
peaceful uses of atomic energy. Signed at Madrid,
on 19 January 1960**

Official texts: English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
16 August 1961.*

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

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins pacifiques (avec échange de notes).
Signé à Madrid, le 19 janvier 1960**

Textes officiels anglais et espagnol.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
16 août 1961.*

No. 5804. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF SPAIN FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT MADRID, ON 19 JANUARY 1960

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 Spain on their own behalf and on behalf of the Junta de Energia Nuclear (hereinafter referred to as "the J.E.N.");

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy and in particular of the use of atomic energy for the generation of electric power;

Have agreed as follows :

Article I

(1) Subject to the provisions of this 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 J.E.N. shall make available to each other unclassified information to the extent and in the manner specified in Article II.

(b) The Authority and the J.E.N. shall facilitate exchanges of unclassified information between persons in the United Kingdom on the one hand and persons in Spain on the other hand with a view to forwarding the peaceful uses of atomic energy.

(c) The Authority shall assist the Government of Spain, the J.E.N. or persons authorised by the Government of Spain in obtaining research and power reactors from the United Kingdom and in obtaining assistance in the design, construction and operation of such reactors.

(d) The Authority shall sell, or shall assist the Government of Spain, the J.E.N. or persons authorised by that Government in purchasing from the

¹ Came into force on 29 March 1961, upon the exchange of the instruments of ratification at London, in accordance with article XI.

United Kingdom, fuel for the operation of research and power reactors in Spain as set out in Article III.

(e) The Authority shall process used fuel from research and power reactors operating in Spain, or shall assist the Government of Spain, the J.E.N. or persons authorised by that Government in arranging for such processing in the United Kingdom, to such an extent and on such commercial terms as may be agreed.

(f) The Authority shall provide to the Government of Spain, the J.E.N. or persons authorised by that Government, on commercial terms, such assistance as may be required, having regard to the state of Spanish technology, in the design, construction and operation of facilities for the manufacture of fuel in Spain and for the processing of used fuel in Spain or shall facilitate the procurement by the Government of Spain, the J.E.N. or persons authorised by that Government of such assistance.

(g) The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement by either Contracting Party or by persons under the jurisdiction of either Government, of material, equipment and other things required for the atomic energy research, development, and production programmes in their respective countries.

(h) 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 Spanish atomic energy programmes for students and trainees recommended by the Government of Spain.

(2) The two Governments 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 Spain and in the United Kingdom, the J.E.N. and the Authority 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 Contracting Party.

(2) The transmission of information within the scope of this 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 J.E.N. or the Authority as the case may be.

Article III

(1) The Authority shall sell to the Government of Spain, the J.E.N. or persons authorised by that Government, on commercial terms, or shall assist the Government of Spain, the J.E.N. or persons authorised by that Government in purchasing from the United Kingdom on commercial terms :

- (a) fuel of such quality and quantity as may be necessary for the efficient and continuous operation of research and power reactors obtained from the United Kingdom pursuant to this Agreement;
- (b) to such an extent as may be agreed in particular contracts, fuel for the operation of other research and power reactors.

(2) Sales of fuel pursuant to paragraph (1) of this Article shall be subject to the following limitations and conditions :

- (a) that such fuel shall be used only in reactors obtained from the United Kingdom pursuant to this Agreement or, with the consent of the Authority, in other reactors whose design has been approved in accordance with Article V (a) (i) of this Agreement;
- (b) that the quantity of such fuel shall not at any given time be in excess of the quantity needed for the full loading of any reactor or reactors referred to in sub-paragraph 2 (a) of this Article, together with such additional

quantity for replacement as may be necessary for the efficient and continuous operation of such reactor or reactors;

- (c) that when any such fuel has been discharged from any reactor after irradiation or has been discarded, or when any source material obtained from the United Kingdom and irradiated in any reactor employing any part of such fuel requires processing, it shall be delivered to the Authority or to processing facilities approved in accordance with Article V (a) (i) of this Agreement;
- (d) that except as may be agreed between the Contracting Parties in any particular case, no alteration shall be made of the form and content of the fuel or source material to which sub-paragraph 2 (c) of this Article applies after its removal from a reactor and before its delivery to the Authority or to the facilities referred to in sub-paragraph 2 (c) of this Article;
- (e) that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of the fuel and source material to which sub-paragraph 2 (c) of this Article applies; and that such records shall be made available to the Authority when required by them.

Article IV

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 this 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 V

Until such time as the relevant controls and safeguards shall be administered by an international agency as a result of agreement reached in consultations held in accordance with Article IV of this Agreement :

(a) The Government of the United Kingdom shall have the following rights in order to assure themselves that any material or equipment supplied pursuant to this Agreement or any source material or special nuclear material derived from the use of such material or equipment is being used solely for peaceful purposes :

- (i) to examine the design of equipment and facilities, including nuclear reactors, which are to be made available pursuant to this Agreement to the

Government of Spain, the J.E.N. or to persons under the jurisdiction of that Government, or in which any material supplied pursuant to this Agreement or any special nuclear material derived from the use of such material or of equipment supplied pursuant to this Agreement is to be employed or processed, and to approve it only from the viewpoint of assuring that it will not further any military purpose, and that it will permit effective application of the provisions of this Agreement; provided that, subject to their responsibilities to the Government of the United Kingdom, representatives appointed by that Government to make such examinations shall not disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties;

- (ii) to appoint, after consultation with the Government of Spain, representatives who shall have access at all times to all places and data, and to any person who by reason of his occupation deals with material or equipment supplied pursuant to this Agreement, for the purpose of accounting for source material or special nuclear material so supplied and source material or special nuclear material derived from the use of material or equipment so supplied and determining whether there is compliance with the limitations and conditions specified in Articles III (2) and VI of this Agreement, and shall be permitted to make their own measurements for these purposes. Such representatives shall be accompanied, if either Contracting Party so requests, by representatives appointed by the Government of Spain provided that they shall not thereby be delayed or otherwise impeded in the exercise of their functions. The representatives appointed by the Government of the United Kingdom shall not, subject to their responsibilities to that Government, disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties.

(b) The Government of Spain undertake to ensure that the Government of the United Kingdom are enabled to exercise the rights provided for in paragraph (a) of this Article.

(c) The Government of Spain undertake that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of source material and special nuclear material derived from the use of material or equipment supplied pursuant to this Agreement, and that such records shall be made available to the Authority when required by them.

Article VI

Special nuclear material derived from the use of any material or equipment supplied pursuant to this Agreement shall be at the disposal of the Government

of Spain, the J.E.N. and persons under the jurisdiction of the Government of Spain authorised by that Government provided that :

- (a) such special nuclear material shall be used only for peaceful purposes for research or in reactors, existing, under construction or projected, specified by the Government of Spain;
- (b) its use shall be subject to the provisions of Article V of this Agreement;
- (c) until such time as the relevant controls and safeguards shall be administered by an international agency as a result of agreement reached in consultations held in accordance with Article IV of this Agreement,
 - (i) any excess of such special nuclear material over what is needed for the purposes stated in paragraph (a) of this Article shall be deposited in stores designated by the Authority until it is required by the Government of Spain, the J.E.N. or persons under the jurisdiction of the Government of Spain authorised by that Government for the purposes stated in paragraph (a) of this Article;
 - (ii) if the Government of Spain wishes to dispose of any such excess special nuclear material, the Authority shall have the option to purchase the whole or any part of such excess, for use for peaceful purposes only, on terms to be specified in contracts for the supply of fuel made pursuant to this Agreement;
 - (iii) any part of such excess not so purchased may, by agreement between the two Governments, be transferred for peaceful purposes to another country or to an international organisation.

Article VII

The Government of Spain undertake to ensure that :

- (a) any material or equipment obtained pursuant to this Agreement or source material or special nuclear material derived from the use of any material or equipment so obtained, will be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purposes;
- (b) no material or equipment obtained pursuant to this Agreement or source material derived from the use of any material or equipment so obtained will be transferred to unauthorised persons or beyond the jurisdiction of the Government of Spain except with the prior consent in writing of the Government of the United Kingdom;
- (c) any fuel obtained pursuant to this Agreement will, when not actually being used for peaceful purposes, be held with adequate safety and security precautions in stores designated by the Authority;

- (d) special nuclear material derived from the use of any material or equipment obtained pursuant to this Agreement will be dealt with in accordance with the provisions of Article VI of this Agreement.

Article VIII

(1) Contracts made pursuant to this Agreement may contain such guarantees as are agreed in specific cases. Subject to the provisions of such contracts, nothing in this Agreement shall be interpreted as imposing any responsibility on either Government, the Authority or the J.E.N. :

- (a) with regard to the accuracy or completeness of any information communicated pursuant to this Agreement;
- (b) for the consequences of the use made of such information, material or equipment supplied pursuant to this Agreement, in the country of the person (including either Government, the Authority or the J.E.N. 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) (a) With respect to any fuel supplied pursuant to Article III of this Agreement, the Government of Spain 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 out of the production or fabrication, the ownership, the lease, or the possession or use of such fuel after delivery to the Government of Spain, the J.E.N., or persons authorised by that Government;

(b) The Contracting Parties may consult with each other to determine whether and in what respects sub-paragraph 2 (a) of this Article should be amended in the light of any international agreement concerning liability to third parties for damage attributable to radioactivity which may come into force and to which the two Governments are parties.

Article IX

Representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of this Agreement, including any questions concerning the interpretation of the definitions in Article X of "equipment" and "material".

Article X

For the purpose of this Agreement :

- (a) "Derived" means derived by one or more processes.

(b) "Equipment" means major items of machinery, plant or instrumentation, or major components thereof, specially suitable for use in an atomic energy programme.

(c) "Fuel" means any substance, or combination of substances, which is prepared for use in a reactor for the purpose of initiating and maintaining a self-supporting fission chain reaction.

(d) "Material" means fuel, source material, special nuclear material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors.

(e) "Person" means natural persons, any body of persons, incorporated or unincorporated, public or private institution, Government agency or Government corporation, but excluding the two Governments, the Authority and the J.E.N. except for the purposes of Article II, Article VIII (1) and Article XIII (3).

(f) "Power reactor" means a nuclear reactor designed or adapted for the production of electrical or other power.

(g) "Research reactor" means a nuclear reactor designed for use in scientific or technical experiments, including the testing of materials, and not adapted for the production of electrical or other power.

(h) "Source material" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; any other substance containing one or more of the foregoing in such concentration as the Board of Governors of the International Atomic Energy Agency shall from time to time determine; and such other substance as the Board of Governors of the International Atomic Energy Agency shall from time to time determine to be source material.

(i) "Special nuclear material" means plutonium; uranium 233; uranium enriched in the isotopes 235 or 233; any substance containing one or more of the foregoing; and such other substance as the Board of Governors of the International Atomic Energy Agency shall from time to time determine to be special fissionable material. The term "special nuclear material" does not include source material.

(j) "Unclassified" means not classified as confidential, secret or top secret by either of the Contracting Parties.

(k) "Used fuel" means fuel which has been irradiated in a reactor, or which has been discarded without being irradiated.

Article XI

This Agreement shall be ratified and the instruments of ratification shall be exchanged in London as soon as possible. The Agreement shall enter into force on the exchange of instruments of ratification.

Article XII

This Agreement shall remain in force for a period of ten years, provided that Articles III (2), IV, V, VI, VII, and VIII shall remain in force thereafter for the duration of any contracts made pursuant to the Agreement.

Article XIII

(1) Until such time as the relevant controls and safeguards shall be administered by an international agency as a result of agreement reached in accordance with Article IV of this Agreement, the Government of the United Kingdom shall have the right, in the event of any breach of the provisions of Article III (2) or Article VI or of any failure on the part of the Government of Spain to carry out undertakings in Article V or Article VII, to call upon the Government of Spain to take corrective steps. If such corrective steps are not taken within a reasonable time, the Government of the United Kingdom shall thereupon have the right to terminate the Agreement by notification in writing through diplomatic channels.

(2) If the Contracting Parties are unable to reach agreement on the holding of consultations as to the interpretation of definitions for which provision is made in Article IX or if the Contracting Parties are unable to reach agreement as a result of such consultations or of the consultations for which provision is made in Article IV, either Contracting Party may by notification in writing to the other Contracting Party terminate this Agreement three months after the date of the notification.

(3) On termination of this Agreement by notification under paragraphs (1) or (2) of this Article the Government of the United Kingdom may require the termination of contracts made in pursuance of this Agreement and the return of any fuel, or other special nuclear material, supplied pursuant to this Agreement, subject to payment to the Person (including either Government, the Authority, or the J.E.N. as the case may be) returning such fuel, or other special nuclear material, of a sum representing the value at prices then current of any fuel or other special nuclear material so returned.

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

DONE in duplicate at Madrid this 19th day of January, 1960, in the English and Spanish languages both texts being equally authoritative.

For the Government
of the United Kingdom of Great
Britain and Northern Ireland :

Ivo MALLET

For the Government
of Spain :

Fernando CASTIELLA

EXCHANGE OF NOTES

I

The Spanish Minister for Foreign Affairs to Her Majesty's Ambassador at Madrid

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

MINISTERIO DE ASUNTOS EXTERIORES

MINISTRY FOR FOREIGN AFFAIRS

Madrid, 19 de enero de 1960

Madrid, January 19, 1960

Excelentísimo Señor :

Muy Señor mío :

Tengo la honra de referirme al Convenio firmado el día de hoy entre el Gobierno de España y el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte para la cooperación en los usos pacíficos de la energía atómica, informando que el Gobierno de España interpreta que el cambio de información previsto en este Convenio incluye *inter alia* los siguientes asuntos:

- (i) El proyecto, desarrollo, construcción y operación de conjuntos subcríticos y de reactores de investigación y de potencia;
- (ii) El uso de radioisótopos como aplicación particular a medicina, agricultura e industria; y
- (iii) Problemas de medicina y protección concernientes a (i) y a (ii) arriba mencionados.

Tengo el honor de solicitar la confirmación de que la interpretación dada es también la del Gobierno del Reino Unido.

Le ruego acepte, etc.

Fernando M^a CASTIELLA

Your Excellency :

I have the honour to refer to the Agreement signed this day³ between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Spain for co-operation in the peaceful uses of atomic energy, and to inform you that it is the understanding of the Government of Spain that the exchange of information provided for in the Agreement includes *inter alia* the following topics :

- (i) the design, development, construction and operation of sub-critical assemblies and of research and power reactors;
- (ii) the use of radioisotopes with particular reference to medicine, agriculture and industry; and
- (iii) health and safety problems pertaining to (i) and (ii) above.

I have the honour to request your confirmation that the above understanding is also that of the Government of the United Kingdom.

Please accept, etc.

Fernando M^a CASTIELLA

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

³ See p. 42 of this volume.

II

Her Majesty's Ambassador at Madrid to the Spanish Minister for Foreign Affairs

BRITISH EMBASSY

Madrid, January 19, 1960

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date which, in translation, reads as follows :

[*See note I*]

I have the honour to confirm that the above understanding is also that of the Government of the United Kingdom.

I have, etc.

Ivo MALLET