

No. 6115

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
PAKISTAN**

**Agreement (with annexes) for assistance by the Agency to  
Pakistan in establishing a research reactor project.  
Signed at Vienna, on 5 March 1962**

*Official text: English.*

*Registered by the International Atomic Energy Agency on 9 April 1962.*

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**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE  
et  
PAKISTAN**

**Accord (avec annexes) relatif à l'aide de l'Agence au Pakis-  
tan pour un réacteur de recherche. Signé à Vienne,  
le 5 mars 1962**

*Texte officiel anglais.*

*Enregistré par l'Agence internationale de l'énergie atomique le 9 avril 1962.*

No. 6115. AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF PAKISTAN FOR ASSISTANCE BY THE AGENCY TO PAKISTAN IN ESTABLISHING A RESEARCH REACTOR PROJECT. SIGNED AT VIENNA, ON 5 MARCH 1962

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WHEREAS the Government of Pakistan (hereinafter called "Pakistan"), desiring to set up a project for research on, and development and practical application of, atomic energy for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing a research reactor which Pakistan desires to purchase from a particular supplier in the United States of America, and in securing the special fissionable material necessary for that reactor ;

WHEREAS the Board of Governors of the Agency has approved the project on 27 February 1962 ;

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959 concluded an Agreement for Co-operation,<sup>2</sup> under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency<sup>3</sup> certain quantities of special fissionable material, and also undertook, subject to various applicable provisions and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export material, equipment or facilities for a Member of the Agency in connexion with an Agency project ;

WHEREAS the Agency, Pakistan and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract for the transfer of enriched uranium and plutonium for the research reactor<sup>4</sup> (hereinafter called the "Supply Agreement") ;

NOW THEREFORE the Agency and Pakistan hereby agree as follows :

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<sup>1</sup> Came into force on 5 March 1962, upon signature, in accordance with article XI.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 339, p. 359.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 276, p. 3 ; Vol. 293, p. 359 ; Vol. 312, p. 427 ; Vol. 316, p. 387 ; Vol. 356, p. 378 ; Vol. 394, p. 276 ; Vol. 407, p. 263, and Vol. 416, p. 342.

<sup>4</sup> See p. 3 of this volume.

*Article I.*

## DEFINITION OF THE PROJECT

*Section 1.* The project to which this Project Agreement relates is the establishment of a 5-megawatt AMF pool-type research reactor and its associated facilities, to be operated by the Pakistan Institute of Nuclear Science and Technology at Rawalpindi, Pakistan.

*Article II*

## SUPPLY OF A REACTOR AND SPECIAL FISSIONABLE MATERIAL

*Section 2.* The Agency, pursuant to Article IV of the Agreement for Co-operation of 11 May 1959, shall request the United States to permit the transfer and export to Pakistan of a 5-megawatt AMF pool-type reactor together with components and spare parts (hereinafter called the "reactor") manufactured in accordance with a contract between Pakistan and the supplier in the United States.

*Section 3.* The Agency hereby allocates to the project described in Article I, and provides to Pakistan enriched uranium and plutonium (hereinafter called the "supplied material") pursuant to the terms of the Supply Agreement, which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and Pakistan.

*Article III*

## SHIPMENT OF THE SUPPLIED MATERIAL

*Section 4.* Any shipment of the supplied material arranged for by Pakistan while the supplied material is in its possession shall be carried out in the custody of a licensed public carrier selected for that purpose by Pakistan or shall be accompanied by a responsible person designated by Pakistan.

*Article IV*

## AGENCY SAFEGUARDS AGAINST DIVERSION

*Section 5.* Pakistan agrees that the reactor and the supplied material, and any special fissionable material produced by their use, shall not be used in such a way as to further any military purpose.

*Section 6.* It is hereby agreed and specified that the rights and responsibilities provided for in Article XII. A of the Statute of the Agency are relevant to the project, provided that paragraphs 1, 3, 4 and 6 of that Article shall be implemented in accordance with Annex A.<sup>1</sup>

<sup>1</sup> See p. 26 of this volume.

*Article V*

## HEALTH AND SAFETY MEASURES

Section 7. The health and safety measures specified in Annex B<sup>1</sup> will be applied to the reactor and the supplied material.

*Article VI*

## CHANGES IN PROJECT

*Section 8.* If Pakistan desires to use or store the supplied material outside the reactor and its associated facilities, or if it desires to use in the reactor significant amounts of other source or special fissionable material, or if it desires to process or to arrange for the processing of any such material used or produced in the reactor, or to send any such material or any part of the reactor out of Pakistan, or to change the design of the reactor or its associated facilities ; Pakistan shall inform the Agency sufficiently in advance to permit the Agency to prepare any appropriate safeguards provisions and health and safety measures before the operation in question is performed. Subject to Article XII. A of the Statute and to any relevant principles that have been or may be established thereunder, such provisions and measures shall be determined by the Board of Governors of the Agency after consultation by the Director General with Pakistan. Pakistan hereby agrees to comply with any provisions and measures thus established and to co-operate with the Agency in their application.

*Article VII*

## AGENCY INSPECTORS

*Section 9.* The provisions concerning Agency inspectors will be those set out in Agency document GC(V)/INF/39, Annex. Pakistan shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency<sup>2</sup> to the Agency inspectors and to any property of the Agency used by them in performing their functions.

*Article VIII*

## INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

*Section 10.* Pursuant to Article VIII. B of the Statute of the Agency, Pakistan shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

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<sup>1</sup> See p. 28 of this volume.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 374, p. 147 ; Vol. 396, p. 352 ; Vol. 399, p. 296 ; and Vol. 412, p. 353.

*Section 11.* The Agency, in view of the degree of its participation in the present project, does not claim any right in any inventions or discoveries arising from the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

#### *Article IX*

##### LANGUAGES

*Section 12.* Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors.

#### *Article X*

##### SETTLEMENT OF DISPUTES

*Section 13.* Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed, shall be settled in accordance with Article V of the Supply Agreement.

*Section 14.* In case of any dispute involving the application of Articles IV, V, VI or VII, decisions of the Board of Governors of the Agency shall, if they so provide, immediately be given effect by Pakistan, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

#### *Article XI*

##### ENTRY INTO FORCE

*Section 15.* This agreement shall enter into force upon signature by the Director General of the Agency and the duly authorized representative of Pakistan.

DONE in duplicate in the English language, in Vienna, this 5th day of March 1962.

For the International Atomic Energy Agency :

(Signed) Sigvard EKLUND

For the Government of Pakistan :

(Signed) I. H. USMANI

5/3/62

## ANNEX A

## AGENCY SAFEGUARDS AGAINST DIVERSION

A. *General*

1. The project will be subject to Agency safeguards in accordance with Article XII of the Statute of the Agency, with the appropriate provisions of Agency document INFCIRC/26 (hereinafter called the "safeguards document") and with Article IV of this Agreement.<sup>1</sup>

2. The reactor facility consists of the reactor and of storing and cooling facilities for the supplied and produced material and of ancillary laboratory facilities in which such material is used.

3. The definitions of terms used in this Annex are those given in part II of the safeguards document.

B. *Attachment, termination and suspension of Agency safeguards*

4. Agency safeguards will be attached to :

(a) That portion of the supplied material which is in excess of the lower limit stated in paragraph 32 (b) of the safeguards document.

(b) The reactor facility.

(c) Any special fissionable material produced in the reactor.

5. The attachment of Agency safeguards will be terminated or suspended in accordance with paragraphs 38 and 39 of the safeguards document.

C. *Application of Agency safeguards*

6. Agency safeguards will be applied to materials and facilities in accordance with paragraphs 29-30 of the safeguards document.

7. Pakistan shall arrange for the submission to the Agency of the initial design and other information on the reactor facility necessary in order to enable the Agency to perform its task in accordance with paragraph 42 of the safeguards document, to the extent that this information is not yet available to the Agency.

8. Pakistan shall arrange for the keeping of records in accordance with paragraphs 45 and 46 of the safeguards document and with a system established in accordance with paragraph 44 of the safeguards document.

9. Pakistan shall arrange for the submission of routine and special reports in accordance with paragraphs 48-53 of the safeguards document and with a system established in accordance with paragraph 47 of the safeguards document. The routine operating and accounting reports shall be submitted every six months; the first report shall be submitted at the time any of the supplied material is first received at the reactor facility.

<sup>1</sup> See p. 18 of this volume.

10. Two routine inspections in accordance with paragraphs 54-57 of the safeguards document may be made annually, from the time any of the supplied material is first received at the reactor facility. Special inspections may be made as necessary in accordance with paragraphs 58 and 59 of the safeguards document.

## A N N E X B

### HEALTH AND SAFETY MEASURES

1. The health and safety measures applicable to the project shall be those set forth in Agency document INFCIRC/18 (hereinafter called the "health and safety document"), as specified below.

2. Pakistan shall (a) comply (i) with the Agency's Basic Safety Standards from the time they are approved by the Board of Governors, and until then with the recommendations of the International Commission on Radiological Protection; and (ii) with the Agency's specialized Regulations for the Safe Transport of Radioactive Materials, as far as possible also in arranging for shipment of the supplied material while it is outside Pakistan; and (b) endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice.

3. Pakistan shall, prior to the transport of the supplied material to the port of export, submit to the Agency a detailed hazards report containing the information specified in paragraph 29 of the health and safety document, with particular reference to the following types of operations:

- (a) Receipt and handling of the supplied fuel.
- (b) Loading of fuel into the reactor.
- (c) Start-up and pre-operational testing of the reactor.
- (d) Experimental programme and procedures involving the reactor.
- (e) Discharge of fuel from the reactor.
- (f) Handling and storage of the discharged core.

The transport shall not take place until 60 days after the report is submitted, and until the Agency has determined that the safety measures, as described in the report, are acceptable. The Agency may require further safety measures in accordance with paragraph 30 of the health and safety document.

4. If Pakistan desires to make substantial modifications or additions to the procedures or the operations described in the detailed hazards report, or to proceed to the final closing down of the reactor, Pakistan shall arrange for the submission to the Agency of the relevant information as specified in paragraph 29 of the health and safety document in sufficient time to enable the Agency to perform its task in accordance with paragraph 30 of the health and safety document before such modifications or additions are carried out.

5. Pakistan shall arrange for the submission of the reports specified in paragraph 25 of the health and safety document, the first report to be submitted not later than twelve months after the coming into force of this Agreement. In addition, the reports specified in paragraphs 26 and 27 of the health and safety document shall be submitted.

6. The Agency may inspect the reactor at the time of initial start-up, once during the first year of operation, and thereafter not more than twice a year in accordance with paragraphs 31 and 33-35 of the health and safety document. Special inspections may be carried out in the circumstances specified in paragraph 32 of the health and safety document.

7. Changes may be made in the safety standards and measures specified in this Annex in accordance with the provisions of paragraphs 38 and 39 of the health and safety document.