

No. 6691

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
CONGO (LEOPOLDVILLE)**

**Agreement (with annexes) for assistance by the Agency to
the Congo in continuing a Research Reactor Project.
Signed at Vienna, on 27 June 1962**

Official text: French.

Registered by the International Atomic Energy Agency on 30 April 1963.

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE
et
CONGO (LÉOPOLDVILLE)**

**Accord (avec annexes) relatif à l'aide de l'Agence au Congo
pour un réacteur de recherche. Signé à Vienne, le
27 juin 1962**

Texte officiel français.

Enregistré par l'Agence internationale de l'énergie atomique le 30 avril 1963.

[TRANSLATION¹ — TRADUCTION²]

No. 6691. AGREEMENT³ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE CONGO (LEOPOLDVILLE) FOR ASSISTANCE BY THE AGENCY TO THE CONGO IN CONTINUING A RESEARCH REACTOR PROJECT. SIGNED AT VIENNA, ON 27 JUNE 1962

WHEREAS the Government of the Congo (Leopoldville) (hereinafter called the "Congo"), desiring to continue, with the help of the International Atomic Energy Agency (hereinafter called the "Agency"), an existing project consisting of a research reactor for peaceful purposes, has requested the Agency to assist in arranging for the transfer to the Congo of title to certain enriched uranium purchased by the Government of Belgium (hereinafter called "Belgium") from the Government of the United States of America (hereinafter called the "United States") for use in the TRICO research reactor at Lovanium University, Leopoldville, which reactor had been furnished by a manufacturer in the United States of America, and in securing supplementary fissionable material necessary for that reactor ;

WHEREAS the Congo also desires to substitute this Agreement with the Agency for all former arrangements with the United States concerning the TRICO reactor ;

WHEREAS the Board of Governors of the Agency approved the project on 18 June 1962 ;

WHEREAS the Agency and the United States on 11 May 1959⁴ concluded an Agreement for Co-operation under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency⁵ certain quantities of special fissionable material ;

WHEREAS the Agency, Belgium and the Congo are this day concluding an agreement for the transfer without cost of title to the enriched uranium in the TRICO research reactor (hereinafter called the "Title Transfer Agreement") ;⁶

¹ Translation by the International Atomic Energy Agency.

² Traduction de l'Agence internationale de l'énergie atomique.

³ Came into force on 27 December 1962, the date of receipt by the International Atomic Energy Agency of the complete full powers of the Representative of the Republic of the Congo, with retroactive effect from 27 June 1962, the date of signature, in accordance with paragraph 3 (c) of the Protocol on the signature of the Agreements concerning the TRICO Reactor Project, signed at Vienna on 27 June 1962 (see p. 11 of this volume).

⁴ United Nations, *Treaty Series*, Vol. 339, p. 359.

⁵ 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.

⁶ See p. 3 of this volume.

WHEREAS the Agency, the Congo and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract for the transfer of supplementary enriched uranium for the TRICO research reactor (hereinafter called the "Supply Agreement");¹

NOW THEREFORE the Agency and the Congo hereby agree as follows :

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the continued operation, at the TRICO Centre of Lovanium University at Leopoldville, of a 50-kilowatt Triga Mark I research reactor (hereinafter called the "TRICO reactor") and its associated facilities.

Article II

TRANSFER OF SPECIAL FISSIONABLE MATERIAL

Section 2. The Agency allocates hereby to the project, and provides for the transfer to the Congo of the enriched uranium specified in the Title Transfer Agreement and in the Supply Agreement (together hereinafter called the "supplied material") pursuant to the terms of these Agreements, which constitute an integral part of this Agreement to the extent that they create rights and obligations between the Agency and the Congo.

Article III

SHIPMENT OF SUPPLIED MATERIAL

Section 3. Any part of the supplied material the shipment of which is arranged by the Congo while the material is in its possession shall be entrusted to a licensed public carrier selected by the Congo or shall be accompanied by a responsible person designated by the Congo.

Article IV

AGENCY SAFEGUARDS AGAINST DIVERSION

Section 4. The Congo agrees that the supplied material and the TRICO reactor, and any special fissionable material produced by their use, shall not be used in such a way as to further any military purpose.

Section 5. It is hereby agreed and specified that the rights and responsibilities provided for in paragraph A of Article XII of the Statute of the Agency are relevant to the project, provided that sub-paragraphs 1, 3, 4 and 6 of that paragraph shall be implemented in accordance with Annex A to this Agreement.

¹ See p. 17 of this volume.

Article V

HEALTH AND SAFETY MEASURES

Section 6. The health and safety measures specified in Annex B shall be applied to the project.

Article VI

CHANGES IN THE PROJECT

Section 7. Should the Congo desire to use or store the supplied material outside the TRICO reactor and its associated facilities, or to process or to arrange for the processing of any supplied or produced material, or to send any such material out of the Congo or to change the design of the TRICO reactor or its associated facilities, then the Congo 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 takes place. Subject to paragraph A of Article XII 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 the Director General of the Agency has consulted with the Congo. The Congo 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 8. The provisions relating to Agency inspectors shall be those set forth in the Annex to Agency document GC(V)/INF/39. The Congo shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency¹ to Agency inspectors and to any property of the Agency used by them in carrying out their functions.

Article VIII

INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

Section 9. In conformity with paragraph B of Article VIII of the Statute of the Agency, the Congo shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

Section 10. In view of its degree of participation, the Agency claims no rights in any inventions or discoveries arising from the execution of the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

¹ See footnote 1, p. 362 of this volume.

Article IX

LANGUAGES

Section 11. 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 12. 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 13. In respect of any dispute involving the application of Articles IV, V, VI, or VII, the Congo, if the Board of Governors so decides, shall immediately give effect to decisions of the Board pending the conclusion of any consultation, negotiation or arbitration that may have been invoked with regard to the dispute.

Article XI

ENTRY INTO FORCE

Section 14. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the duly authorized representative of the Congo.

DONE in duplicate in the French language in Vienna, this 27th day of June 1962.

For the International Atomic Energy Agency :

(Signed) Sigvard EKLUND

For the Government of the Congo (Leopoldville) :

(Signed) P. MUSHIETE

ANNEX A

AGENCY SAFEGUARDS AGAINST DIVERSION

A. *General*

1. The project shall be subject to Agency safeguards in accordance with Article XII of the Statute of the Agency, the appropriate provisions of Agency document INFCIRC/26 (hereinafter called the "safeguards document") and Article IV of this Agreement. These safeguards shall be applied in a nominal manner in accordance with paragraph 60 of the safeguards document, as specified in section C below.

2. The reactor facility consists of the TRICO reactor and of associated facilities (comprising storing and cooling facilities for the supplied and produced material and ancillary laboratory facilities in which such material is used) to be specified by agreement between the Agency and the Congo.

3. Certain terms employed in this Annex are used as defined in part II of the safeguards document.

B. Attachment, termination and suspension of Agency safeguards

4. Agency safeguards shall be attached to :

- (a) The supplied material, on the understanding that, if the Congo so requests, the portion of the material that is not in excess of the lower limit stated in paragraph 32 (b) of the safeguards document shall be exempted ;
- (b) The reactor facility, on the understanding that it may be exempted from such attachment in accordance with paragraphe 36 of the safeguards document after inspection by the Agency and without further assessment by the Board ;
- (c) The special fissionable material produced (in this Agreement called the "produced material") either in the portion of the supplied material to which Agency safeguards are attached or under the conditions specified in paragraph 33 or 35 of the safeguards document.

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

C. Application of Agency safeguards

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

7. To the extent that the information is not already available to the Agency the Congo shall arrange to submit to it the design and any other data on the reactor facility that the Agency may need in order to fulfil its obligations under paragraph 42 of the safeguards document.

8. The Congo shall, in implementing paragraphs 45 and 46 of the safeguards document, arrange for the keeping of records established in accordance with paragraph 44 of that document.

9. The Congo shall, in implementing paragraphs 48 to 53 of the safeguards document, arrange for the submission of routine and special reports established in accordance with paragraph 47 of that document. The routine operating and accounting reports shall be submitted annually ; the first report shall be submitted within two months of the entry into force of this Agreement and shall contain sufficient data, particularly about the operational history of the TRICO reactor since it went into service, to enable the Agency to calculate the approximate composition of the supplied material already in the Congo.

10. No routine inspections shall be carried out, but special inspections may be made as necessary in accordance with paragraphs 58 and 59 of the safeguards document.

ANNEX 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. The Congo shall apply the Agency's Basic Safety Standards and the relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials and shall apply them also as far as possible to any shipment of supplied material outside the Congo, and shall endeavour to ensure respect for the safety standards recommended in the relevant parts of the Agency's codes of practice.

3. The Congo shall arrange for the submission to the Agency, within two months of the entry into force of this Agreement, of the information specified in paragraph 29 of the health and safety document, with particular reference to the following types of operations to the extent that such information is relevant and not yet available to the Agency :

- (a) Receipt and handling of supplied material ;
- (b) Loading of fuel into the TRICO reactor ;
- (c) Experimental programme and procedures involving the TRICO reactor ;
- (d) Unloading of fuel from the TRICO reactor ;
- (e) Handling and storage of fuel after unloading.

The Agency may require further safety measures in accordance with paragraph 30 of the health and safety document. Should the Congo desire to make substantial modifications or additions to the procedures or the operations with respect to which information was submitted, or to proceed to the final closing down of the TRICO reactor, it shall submit to the Agency all 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, additions or closing down take place.

4. The Congo 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 entry into force of this Agreement. In addition, the reports specified in paragraphs 26 and 27 of the health and safety document shall be submitted.

5. The Agency may inspect the TRICO reactor not more than once a year in accordance with paragraphs 33 to 35 of the health and safety document. Special inspections may be carried out in the circumstances specified in paragraph 32 of that document.

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