

No. 6899

---

**UNITED STATES OF AMERICA  
and  
COLOMBIA**

**Agreement for co-operation concerning civil uses of atomic  
energy. Signed at Washington, on 9 April 1962**

*Official text: English.*

*Registered by the United States of America on 11 September 1963.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
COLOMBIE**

**Accord de coopération concernant l'utilisation de l'énergie  
atomique à des fins civiles. Signé à Washington, le  
9 avril 1962**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 11 septembre 1963.*

No. 6899. AGREEMENT FOR CO-OPERATION<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 9 APRIL 1962

---

Whereas the peaceful uses of atomic energy hold great promise for all mankind ; and

Whereas the Government of the United States of America and the Government of the Republic of Colombia desire to cooperate with each other in the development of such peaceful uses of atomic energy ; and

Whereas the design and development of several types of reactors are well advanced ; and

Whereas reactors are useful in the production of research quantities of radio-isotopes, in medical therapy, in materials testing, and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power ; and

Whereas the Government of the Republic of Colombia desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program ; and

Whereas the Government of the United States of America, acting through the United States Atomic Energy Commission, desires to assist the Government of the Republic of Colombia in such a program ;

The Parties therefore agree as follows :

---

<sup>1</sup> Came into force on 29 March 1963, the date on which each Government received from the other Government written notification that it had complied with all statutory and constitutional requirements for the entry into force of the Agreement, in accordance with the provisions of article XI (A).

*Article I*

For the purposes of this Agreement :

(a) "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

(b) "Equipment and devices" means any instrument or apparatus and includes research reactors, as defined herein, materials testing reactors, reactor experiments, and their component parts.

(c) "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

(d) The terms "Restricted Data", "atomic weapon", "special nuclear material", "source material", and "byproduct material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954, as amended.

*Article II*

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of the Republic of Colombia or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

*Article III*

A. Subject to the provisions of Article II, the Parties hereto will exchange information in the following fields :

(1) Design, construction, operation and use of research reactors, materials testing reactors, and reactor experiments.

(2) Health and safety problems related to the operation and use of research reactors, materials testing reactors, and reactor experiments.

(3) The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

B. The application or use of any information or data of any kind whatsoever, including design drawings and specifications, exchanged under this Agreement shall

be the responsibility of the Party which receives and uses such information or data, and it is understood that the other cooperating Party does not warrant the accuracy, completeness, or suitability of such information or data for any particular use or application.

#### *Article IV*

A. The Commission will sell or lease, as may be agreed, to the Government of the Republic of Colombia, uranium enriched up to twenty percent (20%) in the isotope U-235, except as otherwise provided in paragraph C of this Article, in such quantities as may be agreed, in accordance with the terms, conditions, and delivery schedules set forth in contracts, for fueling defined research reactors, materials testing reactors, and reactor experiments which the Government of the Republic of Colombia, in consultation with the Commission, decides to construct or authorize private organizations to construct and which are constructed in Colombia and as required in experiments related thereto ; provided, however, that the net amount of any uranium sold or leased under this Article during the period of this Agreement shall not at any time exceed ten (10) kilograms of the isotope U-235 contained in such uranium. This net amount shall be the gross quantity of such contained U-235 in uranium sold or leased to the Government of the Republic of Colombia during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or international organization with the approval of the Government of the United States of America.

B. Within the limitations contained in paragraph A of this Article, the quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of the Republic of Colombia shall not at any time be in excess of the quantity necessary for the full loading of each defined reactor project which the Government of the Republic of Colombia or any persons under its jurisdiction construct and fuel with uranium received from the United States of America, as provided herein, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments while replaced fuel is radioactively cooling, is in transit, or, subject to the provisions of paragraph E of this Article, is being reprocessed in Colombia, it being the intent of the Commission to make possible the maximum usefulness of the material so transferred.

C. The Commission may, upon request and in its discretion, make all or a portion of the foregoing special nuclear material available as uranium enriched up to ninety percent (90%) in the isotope U-235 for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel

load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium.

D. It is understood and agreed that although the Government of the Republic of Colombia may distribute uranium enriched in the isotope U-235 to authorized users in Colombia, the Government of the Republic of Colombia will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235.

E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed ; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

F. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Republic of Colombia and, after reprocessing as provided in paragraph E of this Article, shall be returned to the Government of the Republic of Colombia, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of the Republic of Colombia, any such special nuclear material which is in excess of the needs of the Republic of Colombia for such material in its program for the peaceful uses of atomic energy.

G. With respect to any special nuclear material not subject to the option referred to in paragraph F of this Article and produced in reactors fueled with material obtained from the United States of America which is in excess of the need of the Republic of Colombia for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or international organization in the event the option to purchase is not exercised.

H. Some atomic energy materials which the Commission may provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Republic

of Colombia the Government of the Republic of Colombia shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material or other reactor materials which the Commission may, pursuant to this Agreement, lease to the Government of the Republic of Colombia or to any private individual or private organization under its jurisdiction, the Government of the Republic of Colombia shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such source or special nuclear material or other reactor materials after delivery by the Commission to the Government of the Republic of Colombia or to any authorized private individual or private organization under its jurisdiction.

#### *Article V*

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy undertaken by the Government of the Republic of Colombia or persons under its jurisdiction, including source material, special nuclear material, byproduct material, other radioisotopes, and stable isotopes, will be sold or otherwise transferred to the Government of the Republic of Colombia by the Commission for research purposes other than fueling reactors and reactor experiments in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially.

#### *Article VI*

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease, through such means as it deems appropriate, to the Government of the Republic of Colombia or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in the Republic of Colombia. The sale or lease of these materials shall be on such terms as may be agreed.

#### *Article VII*

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States of America or the Republic of Colombia may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, the Government of the United States of America will permit persons under its jurisdiction to transfer and export materials, including equipment and

devices, to, and perform services for, the Government of the Republic of Colombia and such persons under its jurisdiction as are authorized by the Government of the Republic of Colombia to receive and possess such materials and utilize such services, subject to :

- (a) The provisions of Article II.
- (b) Applicable laws, regulations and license requirements of the Government of the United States of America and the Government of the Republic of Colombia.

#### *Article VIII*

A. The Government of the United States of America and the Government of the Republic of Colombia emphasize their common interest in assuring that any material, equipment, or device made available to the Government of the Republic of Colombia pursuant to this Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, as provided in Article X, by safeguards of the International Atomic Energy Agency, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights :

(1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

- (i) reactor and
- (ii) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available to the Government of the Republic of Colombia or persons under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available : source material, special nuclear material, moderator material, or other material designated by the Commission ;

(2) With respect to any source or special nuclear material made available to the Government of the Republic of Colombia or any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment, or devices so made available :

- (i) source material, special nuclear material, moderator material, or other material designated by the Commission,
- (ii) reactors,

- (iii) any other equipment or device designated by the Commission as an item to be made available on the condition that the provision of this subparagraph B (2) will apply,
- (a) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such material ; and
- (b) to require that any such material in the custody of the Government of the Republic of Colombia or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article IX ;
- (3) To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph B (2) of this Article which is not currently utilized for civil purposes in the Republic of Colombia and which is not purchased or retained by the Government of the United States of America pursuant to Article IV, paragraph F and paragraph G (a) of this Agreement, transferred pursuant to Article IV, paragraph G (b) of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties ;
- (4) To designate, after consultation with the Government of the Republic of Colombia, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Republic of Colombia, shall have access in Colombia to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B (2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary ;
- (5) In the event of non-compliance with the provisions of this Article, or the guarantees set forth in Article IX, and the failure of the Government of the Republic of Colombia to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials, equipment, and devices referred to in subparagraph B (2) of this Article ;
- (6) To consult with the Government of the Republic of Colombia in the matter of health and safety.

C. The Government of the Republic of Colombia undertakes to facilitate the application of the safeguards provided for in this Article.



*Article IX*

The Government of the Republic of Colombia guarantees that :

(a) Safeguards provided in Article VIII shall be maintained.

(b) No material, including equipment and devices, transferred to the Government of the Republic of Colombia or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Republic of Colombia except as the Commission may agree to such transfer to another nation or an international organization and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States of America and the other nation or international organization.

*Article X*

The Government of the United States of America and the Government of the Republic of Colombia affirm their common interest in the International Atomic Energy Agency and to this end :

(a) The Parties will consult with each other, upon request of either Party, to determine in what respects, if any, they desire to modify the provisions of this Agreement. In particular, the Parties will consult with each other to determine in what respects and to what extent they desire to arrange for the administration by the Agency of those conditions, controls, and safeguards, including those relating to health and safety standards, required by the Agency in connection with similar assistance rendered to a cooperating nation under the aegis of the Agency.

(b) In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided for in subparagraph (a) of this Article, either Party may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of the Republic of Colombia shall return to the Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction.

*Article XI*

A. This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of four years : provided, how-

ever, the term of the Agreement shall be reduced to a period of two years by either Party's giving the other Party at least three months' advance notice in writing of its intention to terminate the Agreement at the expiration of the two year term.

B. At the expiration of this Agreement or of any extension thereof the Government of the Republic of Colombia shall deliver to the Government of the United States of America all fuel elements containing reactor fuels leased by the Commission and any other fuel or reactor materials leased by the Commission. Such fuel elements and such fuel or other reactor materials shall be delivered to the Commission at a site in the United States of America designated by the Commission at the expense of the Government of the Republic of Colombia, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement.

DONE at Washington, in duplicate, this ninth day of April, 1962.

For the Government of the United States of America :

Edwin M. MARTIN  
Glenn T. SEABORG

For the Government of the Republic of Colombia :

C. S. DE SANTAMARIA

---