

No. 8321

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
MEXICO**

**Agreement for assistance by the Agency to Mexico in establishing a sub-critical assembly project (with annex).
Signed at Vienna, on 20 June 1966**

Official texts: English and Spanish.

Registered by the International Atomic Energy Agency on 20 September 1966.

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

Accord relatif à l'aide de l'Agence au Mexique pour la réalisation d'un projet d'assemblage sous-critique (avec annexe). Signé à Vienne, le 20 juin 1966

Textes officiels anglais et espagnol.

Enregistré par l'Agence internationale de l'énergie atomique le 20 septembre 1966.

No. 8321. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE UNITED MEXICAN STATES FOR ASSISTANCE BY THE AGENCY TO MEXICO IN ESTABLISHING A SUB-CRITICAL ASSEMBLY PROJECT. SIGNED AT VIENNA, ON 20 JUNE 1966

WHEREAS the Government of the United Mexican States (hereinafter called "Mexico"), desiring to establish a project for training in the 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 the nuclear material necessary for a sub-critical facility ;

WHEREAS the Board of Governors of the Agency approved the project on 15 June 1966 ;

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 (hereinafter called the "Co-operation Agreement")² under which the United States undertook to make available to the Agency pursuant to its Statute³ certain quantities of special fissionable material and to assist the Agency in obtaining source material ; and

WHEREAS the Agency, Mexico and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract for the lease of and possible transfer of title to the source material for the sub-critical facility and for the sale therefor of special fissionable material (hereinafter called the "Supply Agreement") ;⁴

The Agency and Mexico hereby agree as follows :

¹ Came into force on 20 June 1966, upon signature, in accordance with Section 12.

² United Nations, *Treaty Series*, Vol. 339, p. 359.

³ United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.

⁴ See p. 41 of this volume.

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the establishment of a Model 9000 Nuclear Chicago sub-critical training facility (hereinafter called the "facility"), to be operated by the National Polytechnic Institute in Mexico City.

Article II

SUPPLY OF NUCLEAR MATERIAL

Section 2. The Agency hereby allocates to the project described in Article I, and provides to Mexico natural 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 Mexico.

Article III

SHIPMENT OF THE SUPPLIED MATERIAL

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

Article IV

AGENCY SAFEGUARDS

Section 4. Mexico undertakes that the facility and the supplied material shall not be used in such a way as to further any military purpose.

Section 5. Upon its delivery to Mexico, the supplied material shall be exempted from the application of Agency safeguards pursuant to paragraph 21 of the Agency's Safeguards System (1965).¹

Article V

HEALTH AND SAFETY MEASURES

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

¹ International Atomic Energy Agency : INFCIRC /66.

Article VI

INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

Section 7. In conformity with paragraph B of Article VIII of the Statute of the Agency, Mexico shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

Section 8. 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.

Article VII

LANGUAGES

Section 9. Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors.

Article VIII

SETTLEMENT OF DISPUTES

Section 10. 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 XIV of the Supply Agreement.

Section 11. Decisions of the Board concerning the implementation of Article IV or V shall, if they so provide, be given effect immediately by the Agency and Mexico, pending the final settlement of any dispute.

Article IX

ENTRY INTO FORCE

Section 12. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Mexico.

DONE in Vienna, on the 20th day of June 1966, in duplicate in the English and Spanish languages.

For the International Atomic Energy Agency :
Sigvard EKLUND

For the Government of the United Mexican States :
Amalia DE CASTILLO LEDÓN

ANNEX

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. Mexico shall apply the Agency's Basic Safety Standards¹ and the relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials² as these Standards and Regulations are revised from time to time, and shall as far as possible apply them also to any shipment of supplied material outside Mexico. Mexico shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice.

3. Mexico shall arrange for the submission to the Agency of the information specified in paragraph 29 of the Health and Safety Document, with particular reference to the following types of operation, to the extent that such information is relevant and not yet available to the Agency :

- (a) Receipt, handling and storage of the supplied uranium ;
- (b) Storage and handling of the supplied plutonium ;
- (c) Experimental programme and procedures involving the facility.

The Agency may require further safety measures in accordance with paragraph 30 of the Health and Safety Document. Should Mexico desire to make substantial modifications or additions to the procedures or the operations with respect to which information was submitted, 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 Document before such modifications or additions are carried out.

4. Mexico shall arrange for the submission of the reports specified in paragraph 25 (a) 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 Document shall be submitted.

5. The Agency may inspect the facility, in accordance with paragraphs 33 to 35 of the Health and Safety Document, and special inspections may be carried out in the

¹ International Atomic Energy Agency : Safety Series No. 9 (STI/PUB/26).

² International Atomic Energy Agency : Safety Series No. 6, 1964 Revised Edition (STI/PUB/97).

circumstances specified in paragraph 32 of that Document. The provisions relating to Agency inspectors shall be those set forth in the Annex to Agency document GC(V)/INF/39.

6. In connection with the project to which this Agreement relates, Mexico 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, it being understood that :

- (a) The Agency shall not be entitled to acquire immovable property in Mexican territory, in view of the property regulation laid down by the Political Constitution of the United Mexican States ; and
- (b) Such inspectors (whether officials or experts) as are of Mexican nationality shall enjoy, in the exercise of their functions in Mexican territory, exclusively those prerogatives included in Section 18 (a), sub-paragraphs (i), (iii), (v) and (vi), and in Section 23, paragraphs (a), (b), (c), (d) and (f) respectively, of that Agreement, and that the inviolability established in the aforesaid paragraph (c) of Section 23 shall be granted only for official papers and documents.

7. Mexico shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Mexico.

8. Changes may be made in the safety measures referred to in paragraph 3 of this Annex, in accordance with paragraphs 38 and 39 of the Health and Safety Document.

¹ United Nations, *Treaty Series*, Vol. 374, p. 147.