

No. 8533

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
PHILIPPINES**

**Agreement for assistance by the Agency to the
Philippines in continuing a reactor project (with
annexes). Signed at Vienna, on 28 September 1966**

Official text: English.

Registered by the International Atomic Energy Agency on 1 February 1967.

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

**Accord relatif à l'aide de l'Agence aux Philippines
pour un réacteur (avec annexes). Signé à Vienne,
le 28 septembre 1966**

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 1^{er} février 1967.

No. 8533. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR ASSISTANCE BY THE AGENCY TO THE PHILIPPINES IN CONTINUING A REACTOR PROJECT. SIGNED AT VIENNA, ON 28 SEPTEMBER 1966

WHEREAS the Government of the Republic of the Philippines (hereinafter called "the Philippines"), desiring to continue 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 the special fissionable material necessary for this purpose ;

WHEREAS the Board of Governors of the Agency approved the project on 19 September 1966 ;

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959² concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"), under which the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material ; and

WHEREAS the Agency, the Philippines 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 for the PRR-1 research reactor (hereinafter called the "Supply Agreement") ;³

NOW, THEREFORE, the Agency and the Philippines hereby agree as follows :

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the operation of the research reactor PRR-1, owned and operated by the Philippine Atomic Energy Commission at the Philippine Atomic Research Centre, at Diliman, Queson City.

¹ Came into force on 28 September 1966, upon signature, in accordance with article X.

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

³ See p. 41 of this volume.

Article II

SUPPLY OF SPECIAL FISSIONABLE MATERIAL

Section 2. The Agency hereby allocates to the project described in Article I, and provides to the Philippines, enriched uranium (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 the Philippines.

Article III

SHIPMENT OF THE SUPPLIED MATERIAL

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

Article IV

AGENCY SAFEGUARDS

Section 4. The Philippines undertakes that the reactor and the supplied material, and any special fissionable material produced by their use, as well as any other material or facility while listed on the Inventory established pursuant to Annex A, shall not be used in such a way as to further any military purpose.

Section 5. It is specified that the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute¹ are relevant to the project and shall be implemented in accordance with Annex A to this Agreement.

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

AGENCY INSPECTORS

Section 7. The provisions set forth in the Annex to Agency document GC(V)/INF/39 (which Annex is hereinafter called the "Inspectors Document") shall apply to Agency inspectors performing functions pursuant to

¹ United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.

this Agreement. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times; the actual procedures for implementing paragraph 50 of Agency document INFCIRC/66 (hereinafter called the "Safeguards Document") shall be agreed the Agency and the Philippines in an agreement supplementing this Agreement, before such facility or material is listed in the Inventory.

Section 8. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency¹ shall apply to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement.

Section 9. The Philippines 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 the Philippines.

Article VII

INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

Section 10. In conformity with paragraph B of Article VIII of the Statute of the Agency, the Philippines shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

Section 11. 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 under any patents upon terms to be agreed.

Article VIII

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 IX

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

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

be agreed shall be settled in accordance with Article XIV¹ of the Supply Agreement.

Section 14. Decisions of the Board concerning the implementation of Article IV, V or VI shall, if they so provide, be given effect immediately by the Agency and the Philippines pending the final settlement of any dispute.

Article X

ENTRY INTO FORCE

Section 15. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Philippines.

DONE in Vienna, on the 28th day of September 1966, in duplicate in the English language.

For the International Atomic Energy Agency :

Sigvard EKLUND

For the Government of the Republic of the Philippines :

Modesto FAROLAN

ANNEX A

AGENCY SAFEGUARDS

A. INVENTORY OF ITEMS SUBJECT TO SAFEGUARDS

1. The Agency shall establish, in accordance with paragraph 2 below, an inventory (hereinafter called the "Inventory") of all nuclear material and facilities subject to safeguards under this Agreement. The Inventory shall be maintained on the basis of the reports received from the Philippines pursuant to the procedures provided for in paragraph 6 below and of other decisions, determinations and arrangements made pursuant to this Annex. Nuclear material referred to in sub-paragraph 2 (a) (ii) below shall be considered as being listed in the Inventory from the time that it is produced, processed or used within the meaning of that sub-paragraph. The Agency shall send copies of the Inventory to the Philippines every twelve months and also at any other times specified by the Philippines in a request communicated to the Agency at least two weeks in advance.

¹ Error in the original text of the Agreement which should read " V " instead of " XIV " (information provided by the International Atomic Energy Agency).

2. The following nuclear material and facilities shall be listed in the indicated parts of the Inventory :

(a) Main Part :

- (i) The reactor and the supplied material, and nuclear material substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any nuclear material listed in accordance with this sub-paragraph ;
- (ii) Nuclear material that is being or has been produced, processed or used in the reactor or produced in or by the use of any nuclear material listed in the main part of the Inventory, and nuclear material substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any nuclear material listed in accordance with this sub-paragraph ;

(b) Subsidiary Part : Any facility while it contains any nuclear material listed in the main part of the Inventory ;

(c) Inactive Part :

- (i) Nuclear material which has been exempted from safeguards pursuant to paragraph 3 below ;
- (ii) Nuclear material with regard to which safeguards have been suspended pursuant to paragraph 3 below.

3. The Agency shall exempt nuclear material from safeguards under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25. Upon such exemption or suspension, the nuclear material affected shall be transferred from the main to the inactive part of the Inventory.

4. The Agency shall terminate safeguards with respect to nuclear material under the conditions specified in paragraph 26 of the Safeguards Document and may make arrangements with the Philippines to terminate safeguards pursuant to paragraph 27. Upon such termination the nuclear material affected shall be removed from the Inventory.

B. SAFEGUARDS PROCEDURES

5. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9-14 of the Safeguards Document.

6. The procedures for the application of safeguards by the Agency under this agreement shall be those set forth in Part III of the Safeguards Document. The Agency shall make arrangements with the Philippines concerning the detailed implementation of those procedures.

7. The application of safeguards to nuclear material and facilities under this Agreement shall be suspended to the extent that safeguards are applied to such material and facilities pursuant to the Agreement between the Agency, the Philippines and the United States for the Application of Safeguards, signed on 15 June 1964 and 18 September 1964 respectively ¹.

¹ United Nations, *Treaty Series*, Vol. 555, p. 205.

8. The Agency may request the information referred to in paragraph 41 of the Safeguards Document and make an initial inspection or inspections in accordance with paragraphs 51 and 52 of the Document.

9. The Philippines shall inform the Agency of its intention to transfer any nuclear material listed in the main part of the Inventory to a facility within its jurisdiction in connection with which the Agency is not applying safeguards, and shall provide to the Agency sufficient information to enable it to determine whether, and under what conditions, it can apply safeguards in connection with the facility. The material may only be transferred when all necessary arrangements with the Agency have been concluded for the application of safeguards in connection with the facility.

10. Nuclear material listed in the main part of the Inventory may only be transferred beyond the jurisdiction of the Philippines in accordance with the provisions of paragraph 28 of the Safeguards Document. The reactor may only be so transferred in accordance with such provisions, *mutatis mutandis*. If any material or the reactor is transferred in accordance with this Section it shall thereupon be removed from the Inventory.

11. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Philippines to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Philippines fails to take fully corrective action within a reasonable time the Board may take any measures provided for in Article XII.C of the Statute of the Agency.

C. INTERPRETATION AND AMENDMENT

12. This Annex shall be interpreted in the light of the Agency's safeguards system, as set forth in the Safeguards and Inspectors Documents.

13. If the Board decides to make any change in the Safeguards or Inspectors Documents, this Agreement shall be amended, at the request of the Philippines, to take account of such change.

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 Philippines shall apply the Agency's Basic Safety Standards¹ and 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

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).

shall as far as possible apply them also to any shipment of supplied material outside the Philippines. The Philippines shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice.

3. The Philippines shall arrange for the submission to the Agency, at least 60 days prior to the proposed transfer of any of the supplied material to the jurisdiction of the Philippines, of a detailed health hazards report containing 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 reactor ;
- (c) Start-up and pre-operational testing of the reactor with the supplied material ;
- (d) Experimental programme and procedures involving the reactor ;
- (e) Unloading of fuel from the reactor ;
- (f) Handling and storage of fuel after unloading.

The transfer shall not take place 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. Should the Philippines desire to make substantial modifications to the procedures with respect to which information was submitted, or to perform any operations with the reactor (including finally closing it down) or the supplied material as to which operation no such 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 modified procedures or additional operations are carried out.

4. The Philippines 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 paragraph 26 and 27 of the Document shall be submitted.

5. The Agency may inspect the reactor, in accordance with paragraphs 33 to 35 of the Health and Safety Document, at the time of initial start-up with the supplied material, once during the first year of operation, and thereafter not more than once a year, provided that special inspections may be carried out in the circumstances specified in paragraph 32 of the Document.

6. 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.