

No. 9314

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
PAKISTAN**

Agreement for assistance by the Agency to Pakistan in connection with the establishment of a nuclear power reactor project (with annex). Signed at Vienna, on 17 June 1968

Official text: English.

Registered by the International Atomic Energy Agency on 20 November 1968.

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

Accord relatif à l'aide de l'Agence au Pakistan pour la réalisation d'un projet de réacteur de puissance (avec annexe). Signé à Vienne, le 17 juin 1968

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 20 novembre 1968.

No. 9314. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF PAKISTAN FOR ASSISTANCE BY THE AGENCY TO PAKISTAN IN CONNECTION WITH THE ESTABLISHMENT OF A NUCLEAR POWER REACTOR PROJECT. SIGNED AT VIENNA, ON 17 JUNE 1968

WHEREAS the Government of Pakistan (hereinafter called "Pakistan"), desiring to establish a project for peaceful purposes consisting of the Karachi Nuclear Power Station (hereinafter called the "reactor"), has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing the special fissionable material necessary for use in the booster rods of the reactor;

WHEREAS the Board of Governors of the Agency approved the project on 21 February 1968;

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959 concluded an Agreement² for Co-operation (hereinafter called the "Co-operation Agreement"), under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency³ certain quantities of special fissionable material; and

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

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

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the provision by the Agency of assistance in obtaining enriched uranium for use in the

¹ Came into force on 17 June 1968 by signature, in accordance with article X, section 16.

² United Nations, *Treaty Series*, Vol. 339, p. 360.

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

⁴ See p. 229 of this volume.

form of control (booster) rods in the reactor at the Karachi Nuclear Power Project (KANUPP), to be operated by the Pakistan Atomic Energy Commission.

Article II

SUPPLY OF SPECIAL FISSIONABLE MATERIAL

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

Section 3. It is understood by the Agency and Pakistan that this Agreement shall apply to any additional supplies of enriched uranium through the assistance of the Agency for the project referred to in Article I.

Article III

SHIPMENT OF THE SUPPLIED MATERIAL

Section 4. Any part of the supplied material, the shipment of which is arranged by Pakistan while the material is in its possession, shall be entrusted to a licensed public carrier selected by Pakistan or shall be accompanied by a responsible person designated by Pakistan.

Article IV

AGENCY SAFEGUARDS

Section 5. Pakistan undertakes that the supplied material, as well as any other nuclear material or facility while listed in the Inventory established pursuant to the Annex to this Agreement shall not be used in such a way as to further any military purpose.

Section 6. It is specified that the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute are relevant to the project and shall be implemented in accordance with the Annex to this Agreement.

Article V

HEALTH AND SAFETY MEASURES

Section 7. The health and safety measures applicable to the project shall be those set forth in Agency document INFCIRC/18.

Article VI

AGENCY INSPECTORS

Section 8. 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 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 the Agency document INFCIRC/66/Rev. 1 (hereinafter called the "Safeguards Document") shall be agreed by the Agency and Pakistan in an agreement supplementing this Agreement, before such facility or material is listed in the Inventory.

Section 9. 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 10. Pakistan 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 Pakistan.

Article VII

INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

Section 11. In conformity with paragraph B of Article VIII 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.

Section 12. 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 VIII

LANGUAGES

Section 13. Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors of the Agency.

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

Article IX

SETTLEMENT OF DISPUTES

Section 14. 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 15. Decisions of the Board of Governors of the Agency concerning the implementation of Article IV, V or VI shall, if they so provide, be given effect immediately by the Agency and Pakistan, pending the final settlement of any dispute.

Article X

ENTRY INTO FORCE

Section 16. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Pakistan.

DONE in Vienna, on the seventeenth day of June 1968, in duplicate in the English language.

For the International Atomic Energy Agency :
Sigvard EKLUND

For the Government of Pakistan :
ENVER MURAD

ANNEX

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 Pakistan 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 within the meaning of that sub-paragraph. The Agency shall send copies of the Inventory to Pakistan every twelve months and also at any other

times specified by Pakistan in a request communicated to the Agency at least two weeks in advance.

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

(a) Main Part :

- (i) 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 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 Pakistan 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 the Safeguards Document. The Agency shall make arrangements with Pakistan concerning the detailed implementation of those procedures.

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

8. Pakistan 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.

9. Nuclear material listed in the main part of the Inventory may only be transferred beyond the jurisdiction of Pakistan in accordance with the provisions of paragraph 28 of the Safeguards Document. If any material is transferred in accordance with this Section, it shall thereupon be removed from the Inventory.

10. If the Board of Governors of the Agency determines that there has been any non-compliance with this Agreement, the Board shall call upon Pakistan to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If Pakistan 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

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

12. If the Board of Governors of the Agency decides to make any change in the Safeguards or Inspectors Documents, this Agreement shall be amended, at the request of Pakistan, to take account of such changes.
