

No. 10236

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
CHILE**

**Agreement for co-operation in the peaceful uses of atomic energy
(with exchange of notes). Signed at Santiago on 18 November
1968**

Authentic texts: English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
29 January 1970.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
CHILI**

**Accord de coopération pour l'utilisation de l'énergie atomique à
des fins pacifiques (avec échange de notes). Signé à Santiago
le 18 novembre 1968**

Textes authentiques : anglais et espagnol.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
29 janvier 1970.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF CHILE FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Chile;

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy;

Desiring to place the United Kingdom Atomic Energy Authority (hereinafter referred to as "the Authority") in the position to assist in this regard, and to promote collaboration between the Authority and the Chilean Atomic Energy Commission (hereinafter referred to as "the Commission");

Have agreed as follows:

Article I

(1) Subject to the provisions of this Agreement, to the availability of material and personnel, to the rights of third persons, and to the applicable laws, regulations and licence requirements in force in Chile and in the United Kingdom, the Contracting Parties shall assist each other in the promotion and development of the peaceful uses of atomic energy in their respective countries.

(2) The Authority and the Commission shall collaborate, by such means as may be agreed, in the peaceful uses of atomic energy.

Article II

Pursuant to Article I and without excluding other forms of assistance and collaboration which fall within the terms of that Article:

¹ Came into force on 22 October 1969 by the exchange of the instruments of ratification, which took place at London, in accordance with article VIII.

(1) The Authority shall, on request and on such terms as may be agreed:

- (a) supply, or assist the Government of the Republic of Chile, or persons under their jurisdiction authorised by them, in obtaining on commercial terms from the United Kingdom, for the atomic energy programme in Chile, power and research reactors, equipment and materials, and assistance in the design, construction and operation of power and research reactors of types developed in the United Kingdom;
- (b) sell to the Government of the Republic of Chile, or to persons under their jurisdiction authorised by them, for delivery over such periods as may be agreed in each case, fuel of such quality and quantity as may be necessary for the efficient and continuing operation of reactors in respect of which assistance has been obtained pursuant to sub-paragraph (a) of this Article; and
- (c) reprocess after use fuel supplied under sub-paragraph (b) of this Article;

(2) In addition, the Authority may contract with the Government of the Republic of Chile or persons under their jurisdiction authorised by them, on such terms and to such extent as may be agreed, to sell fuel for the operation of reactors in Chile other than those referred to in sub-paragraph 1 (a) of this Article, and to reprocess fuel from such reactors.

Article III

(1) The Authority and the Commission shall make arrangements between themselves for the exchange of information relevant to their national programmes for the peaceful uses of atomic energy in their respective countries.

(2) (a) Information supplied under this Agreement may be freely used in the country of the recipient unless the party transmitting the information requests otherwise in any particular case; if, however, the information relates to inventions which are under the protection of the patent laws of the recipient's country, the use of such information, including its communication to any third party, shall be subject to terms to be agreed in each case.

(b) The exchange of information which is regarded by the party transmitting it as being of commercial value shall be subject to such terms as may be agreed.

(3) The Authority shall, wherever practicable, assist in obtaining in the United Kingdom training for students and trainees recommended by the Commission in subjects relevant to the atomic energy programme in Chile.

Article IV

The Government of the Republic of Chile shall ensure that the reactors, major components of reactors, fuel and other material obtained under this Agreement, and special fissionable material derived from the use thereof:

- (a) shall be used only for peaceful purposes;
- (b) shall be transferred in Chile only to persons authorised by the Government of the Republic of Chile to receive them; and
- (c) shall not be transferred beyond their jurisdiction without the prior consent of the Government of the United Kingdom.

Article V

(1) The Contracting Parties shall at an appropriate time enter into joint negotiations with the Agency with the objective of arranging for safeguards designed to ensure the fulfilment of the obligations which arise under subparagraph (a) of Article IV to be administered in accordance with Agreements concluded with the Agency.

(2) Should at any time safeguards not be administered in accordance with the preceding paragraph, the Government of the United Kingdom shall have the right to administer safeguards to the same end in accordance with procedures based on the Agency's Safeguards System. The Government of the Republic of Chile shall assist the Government of the United Kingdom in the application of these safeguards.

Article VI

(1) Contracts made pursuant to this Agreement may contain such guarantees as are agreed in specific cases. However, save as may be provided in such contracts, neither of the Contracting Parties, nor the Authority nor the Commission shall be responsible:

- (a) for the accuracy or completeness of any information communicated pursuant to this Agreement;
- (b) for the consequences of the use made of such information or any material, equipment or facilities supplied pursuant to this Agreement, or special fissionable material obtained from the use of such material, equipment or facilities, in the country of the recipient; and
- (c) for the suitability of such information, material, equipment, facilities or special fissionable material for any particular use or application.

(2) (a) The Contracting Parties recognise the desirability of implementing as soon as possible internationally agreed measures for the provision of compensation and financial protection against damage caused by the peaceful uses of nuclear energy. Pending the implementation of such measures, unless contracts made pursuant to this Agreement contain specific clauses relating to liability, the Government of the Republic of Chile shall indemnify and hold harmless the Government of the United Kingdom and the Authority against any and all liability (including third party liability) from any cause whatsoever arising out of the production, fabrication, ownership, possession or use of fuel, or other material, or arising from the ownership, possession or use of reactors, supplied in whole or in part under this Agreement, after being taken in charge by an authorised person;

(b) The Contracting Parties shall consult with each other to determine whether and in what respects sub-paragraph (2) (a) of this Article should be amended when internationally agreed measures are implemented with the participation of both Governments.

Article VII

For the purpose of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency.
- (b) "Derived" means derived by one or more processes.
- (c) "Equipment" means major items of machinery, plant or instrumentation, or major components thereof, specially suitable for use in an atomic energy programme.
- (d) "Fuel" means any substance, or combination of substances, which is prepared for use in a reactor for the purposes of initiating and maintaining a self-supporting fission chain reaction.
- (e) "Material" means fuel, source material, special fissionable material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in an atomic energy programme.
- (f) "Person" means natural person, any body of persons, corporate or un-incorporated, public or private institution, Government Agency or Government corporation.
- (g) "Power reactor" means a nuclear reactor designed or adapted for the production of electrical or other power.
- (h) "Research reactor" means a nuclear reactor designed for use in scientific or technical experiments, including the testing of materials, and not adapted for the production of electrical or other power.
- (i) "Source material" and "special fissionable material" have the meanings assigned to them in the Statute of the Agency.¹

Article VIII

(1) This Agreement shall be subject to ratification. Instruments of ratification shall be exchanged in London and the Agreement shall enter into force on the exchange of instruments of ratification.

(2) Articles I, II, III and X of this Agreement shall expire after a period of thirty years after its entry into force, unless renewed by agreement between

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

the Contracting Parties. The remaining Articles shall remain in force thereafter for the duration of any contracts made pursuant to this Agreement and shall remain in force thereafter until terminated by agreement between the Contracting Parties with regard to:

- (a) special fissionable material that has been derived during the term of this Agreement from the use of any reactor, major component of a reactor, fuel or other material supplied under this Agreement; and
- (b) fuel and other source or special fissionable material that have been supplied under this Agreement.

Article IX

(1) Except at such times as safeguards are administered in accordance with paragraph (1) of Article V of this Agreement, the Government of the United Kingdom shall have the right, in the event of any failure on the part of the Government of the Republic of Chile to carry out their undertakings in Article IV or Article V, to call upon the Government of the Republic of Chile to take corrective steps. If such corrective steps are not taken within a reasonable time, the Government of the United Kingdom shall have the right to terminate this Agreement by notification in writing addressed to the Government of the Republic of Chile.

(2) On termination of this Agreement by notification under this Article, the Government of the United Kingdom shall have the right to require the termination of any contracts made under it, and the transfer to their jurisdiction of any source or special fissionable material that is subject to the undertakings in Article IV at the date of termination, upon payment therefor at prices current at that date.

Article X

(1) Representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of this Agreement.

(2) The Contracting Parties or where appropriate the Authority and Commission may agree on forms of assistance and collaboration in the development of the peaceful uses of atomic energy other than those enumerated in Articles II and III of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Santiago this eighteenth day of November, one thousand nine hundred and sixty-eight, in the English and Spanish languages, both texts being equally authoritative.

For the Government
of the United Kingdom of Great
Britain and Northern Ireland:
CHALFONT

For the Government
of the Republic of Chile:
G. VALDÉS S.

EXCHANGE OF NOTES

I

Her Majesty's Ambassador at Santiago to the Minister for Foreign Affairs of Chile

BRITISH EMBASSY

SANTIAGO

18 November, 1968

Your Excellency,

I have the honour to refer to the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Chile for Co-operation in the Peaceful Uses of Atomic Energy, (hereinafter referred to as "the Agreement for Co-operation").

As Your Excellency is aware, the United Kingdom has signed the Treaty on the Non-Proliferation of Nuclear Weapons¹ and intends to ratify it in the near future. * Your Excellency will also be aware that the United Kingdom has applied to become a member of the European Atomic Energy Community under the terms of Article 205 of the Treaty establishing that Community.²

In connexion with these matters, I have, on instruction from Her Majesty's Principal Secretary of State for Foreign Affairs, to propose an agreement between our respective Governments on the following terms:

The Contracting Parties shall consult together on the entry into force of the Treaty on the Non-Proliferation of Nuclear Weapons and the Agreement for Co-operation shall, if necessary, be amended so as to be consistent with the above Treaty.

In the event of the adherence of the United Kingdom to the Treaty establishing the European Atomic Energy Community signed at Rome on the 25th of March, 1957, or to any treaty which might replace it, either Party may, if it considers it necessary, require the other Party to enter into consultation to ensure the continuation of the obligations arising from the Agreement for Co-operation, it being the understanding of the Parties that the said consultation will not have any effect on contracts entered into earlier under the Agreement for Co-operation.

If this proposal is acceptable to the Government of the Republic of Chile, I have the honour to propose that this Note, together with Your

¹ United Nations, *Treaty Series*, vol. 729, No. 10485.

* The Treaty was ratified by the United Kingdom on 27 November, 1968.

² United Nations, *Treaty Series*, vol. 298, p. 167.

Excellency's Government's reply to that effect, should be regarded as constituting an agreement between the two Governments in this matter on the above terms, which shall come into effect on the date of entry into force of the Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

F. C. MASON

II

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE RELACIONES EXTERIORES
SANTIAGO

18 de noviembre de 1968

Señor Embajador :

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su Nota de esta misma fecha, cuyo texto es el siguiente :

« Vuestra Excelencia,

Tengo el honor de referirme al Acuerdo firmado hoy entre el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte y el Gobierno de la República de Chile para la Cooperación en los Usos Pacíficos de la Energía Atómica (en adelante mencionado como « El Acuerdo para la Cooperación »).

Como está en conocimiento de Vuestra Excelencia, el Reino Unido ha firmado el Tratado de No Proliferación de Armas Nucleares y tiene la intención de ratificarlo en un futuro cercano. También debe de estar en conocimiento de Vuestra Excelencia que el Reino Unido ha presentado una solicitud para ser miembro de la Comunidad Europea de Energía Atómica conforme a las disposiciones del artículo 205 del Tratado que establece dicha Comunidad.

En relación con estas materias, tengo instrucciones del Secretario de Estado Principal para los Asuntos Exteriores de Su Majestad, de proponer un Acuerdo entre nuestros respectivos Gobiernos en los siguientes términos :

Las Partes Contratantes deberán consultarse inmediatamente después

de entrar en vigencia el Tratado de No Proliferación de Armas Nucleares, y el Acuerdo para la Cooperación será, si es necesario, enmendado de manera de armonizar con el referido Tratado.

En caso de adherir el Reino Unido al Tratado que establece la Comunidad Europea de Energía Atómica firmado en Roma el 25 de marzo de 1957, o a cualquier otro Tratado que pueda reemplazarlo, cualquiera de las Partes podrá, si lo considera necesario, solicitar a la otra Parte realizar consultas para asegurar la continuación de las obligaciones emanadas del Acuerdo para la Cooperación, en el entendido de las Partes de que las mencionadas consultas no tendrán ningún efecto respecto de los contratos celebrados con anterioridad conforme al Acuerdo para la Cooperación.

Si esta proposición es aceptable para el Gobierno de la República de Chile, tengo el honor de proponer que esta Nota, junto con la respuesta del Gobierno de Vuestra Excelencia con este objeto, se consideren como constitutivas de un Acuerdo entre los dos Gobiernos sobre esta materia en los términos referidos, el cual surtirá efecto en la fecha de entrada en vigencia del Acuerdo.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración. (*Fdo.*) Frederick CECIL MASON. »

Al manifestar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la Nota transcrita, aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

G. VALDÉS S.

[TRANSLATION ¹ — TRADUCTION ²]

The Minister for Foreign Affairs of Chile to Her Majesty's Ambassador at Santiago

MINISTRY OF FOREIGN AFFAIRS
SANTIAGO

18 November, 1968

Your Excellency,

I have the honour to address Your Excellency in order to acknowledge receipt of Your Note of this same date, the text of which is as follows:

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

[See note I]

Whilst informing Your Excellency of my Government's agreement with the terms of the Note transcribed above, I take the opportunity to renew to Your Excellency the assurances of my highest consideration.

G. VALDÉS S.