

No. 11376

**INTERNATIONAL ATOMIC ENERGY AGENCY,
ZAIRE and UNITED STATES OF AMERICA**

Second Supply Agreement—*Contract for the transfer to the Democratic Republic of the Congo of enriched uranium for a research reactor.* Signed at Vienna on 31 March, 9 and 15 April 1971

Authentic texts: English and French.

Registered by the International Atomic Energy Agency on 28 October 1971.

**AGENCE INTERNATIONALE
DE L'ÉNERGIE ATOMIQUE,
ZAÏRE et ÉTATS-UNIS D'AMÉRIQUE**

Deuxième accord de fourniture — *Contrat pour la cession à la République démocratique du Congo d'uranium enrichi destiné à un réacteur de recherche.* Signé à Vienne les 31 mars, 9 et 15 avril 1971

Textes authentiques: anglais et français.

Enregistré par l'Agence internationale de l'énergie atomique le 28 octobre 1971.

SECOND SUPPLY AGREEMENT¹—*CONTRACT FOR THE TRANSFER TO THE DEMOCRATIC REPUBLIC OF THE CONGO OF ENRICHED URANIUM FOR A RESEARCH REACTOR*

WHEREAS the International Atomic Energy Agency (hereinafter called the “Agency”) and the Government of the Democratic Republic of the Congo (hereinafter called the “Congo”) on 27 June 1962² signed an agreement (hereinafter called the “Project Agreement”) for assistance by the Agency to the Congo in continuing the execution for peaceful purposes of a project consisting of the TRICO research reactor (hereinafter called the “reactor”), and in securing the special fissionable material necessary therefor;

WHEREAS the Agency, the Congo and the United States Atomic Energy Commission (hereinafter called the “Commission”), acting on behalf of the Government of the United States of America (hereinafter called the “United States”), on 27 June 1962³ signed a contract for the transfer of enriched uranium for the reactor (hereinafter called the “First Supply Agreement”);

WHEREAS the Agency and the Congo on 27 September 1966⁴ signed an agreement for additional assistance by the Agency to the Congo (hereinafter called the “Project Extension Agreement”) for upgrading the reactor and improving its usefulness;

WHEREAS, in connection with the Project Extension Agreement, the Agency, the Commission and the Congo on 20 December 1967 and 5 February and 14 February 1968⁵ signed an amendment to the First Supply Agreement pursuant to which a supply of enriched uranium was delivered to the Congo;

WHEREAS the Congo has requested the assistance of the Agency in securing from the United States an additional supply of enriched uranium for increasing the maximum power level of the reactor from 250 to 1,000 kilowatt with a pulsing capability of up to 1,000 megawatt;

¹ Came into force on 15 April 1971 by signature, in accordance with section 9.

² United Nations, *Treaty Series*, vol. 463, p. 31.

³ *Ibid.*, vol. 463, p. 17.

⁴ *Ibid.*, vol. 588, p. 337.

⁵ *Ibid.*, vol. 637, p. 394.

WHEREAS the Board of Governors of the Agency approved the additional assistance for the project on 23 February 1971;

WHEREAS the Agency and the United States on 11 May 1959¹ 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 Statute² certain quantities of special fissionable material; and

WHEREAS the Congo has made arrangements with a manufacturer in the United States of America for the fabrication of enriched uranium into additional fuel elements for the reactor;

NOW THEREFORE, the Agency, the Commission and the Congo hereby agree as follows:

Article I

TRANSFER OF ENRICHED URANIUM

Section 1. Subject to the provisions of the Co-operation Agreement, the Commission shall transfer to the Agency and the Agency shall accept from the Commission approximately 14.5 kilograms of uranium enriched to approximately 20% by weight in the isotope uranium-235 (hereinafter called the "fuel material"), the precise quantities to be determined pursuant to Section 3, contained in fuel elements for the reactor.

Section 2. The Agency shall transfer to the Congo and the Congo shall accept from the Agency the fuel material.

Section 3. The conditions specified in Sections 3 (a), 3 (b), 3 (e) and 3 (f) of the First Supply Agreement shall apply, *mutatis mutandis*, to the transfers of the fuel material mentioned in Sections 1 and 2.

Article II

PAYMENT

Section 4. The Agency shall send an invoice to the Congo at or subsequent to the time the parties have agreed with respect to the determination pursuant to Section 3 (b) of the First Supply Agreement. Within thirty (30) days from the date of this invoice the Congo shall pay to the Agency in United States

¹ United Nations, *Treaty Series*, vol. 339, p. 359.

² *Ibid.*, vol. 276, p. 3, and 471, p. 334.

currency a sum equal to that which the Agency will be obliged to pay to the Commission pursuant to Section 5. On all amounts not received by the Agency within thirty (30) days from the date of the invoice, the Congo shall pay interest at the per-annum rate (365-day basis) established from time to time by the Commission, such interest to commence on the thirty-first (31st) day from the date of the invoice.

Section 5. The Commission shall send an invoice to the Agency at or subsequent to the time the Commission transfers possession pursuant to Section 3 (e) of the First Supply Agreement. Within sixty (60) days from the date of this invoice the Agency shall pay for the fuel material as per the schedule of charges for enriched uranium published in the United States Federal Register and in effect on the date of transfer of the material provided, however, that in the event said charges in effect on the date of transfer of the material should exceed the charges set forth below, the Agency may, and at the request of the Congo shall, cancel this Contract without incurring obligations of any kind thereunder.

<i>Percentage enrichment by weight in the isotope ²³⁵U of the enriched uranium</i>	<i>Price US \$/g of enriched uranium</i>
19	2.104
19,5	2.163
20	2.222

Payment shall be made in United States currency to the Commission or its designated agent or contractor. On all amounts not received by the Commission within sixty (60) days from the date of the invoice, the Agency shall pay interest at the per-annum rate (365-day basis) established from time to time by the Commission, such interest to commence on the sixty-first (61st) day from the date of the invoice.

Section 6. In order to assist and encourage research on peaceful uses or for medical therapy, the Commission has in each calendar year offered to distribute to the Agency, free of charge, special fissionable material of a value of up to US \$50 000 at the time of transfer, to be supplied from the amounts specified in Article II, A of the Co-operation Agreement. If the Commission finds the project to which this Contract relates eligible, it shall decide by the end of the calendar year in which this Contract is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and the Congo of that decision. The payments provided in Sections 4 and 5 shall be reduced by the value of any free material thus made available.

Article III

GENERAL PROVISIONS

Section 7. Articles III, IV and V of the First Supply Agreement shall apply, *mutatis mutandis*, to the transfers specified in Sections 1 and 2.

Article IV

AMENDMENT OF PROJECT AGREEMENT

Section 8. It is understood by the Agency and the Congo that:

- (a) The project defined in Article I of the Project Agreement, as extended pursuant to the Project Extension Agreement, is hereby extended to include the conversion of the reactor into a 1,000-kilowatt Triga Mark II reactor with a pulsing capability of up to 1,000 megawatt; and
- (b) Article II of the Project Agreement as extended is hereby amended to include the material covered by this Contract under the definition of fuel material.

Article V

ENTRY INTO FORCE

Section 9. This Contract shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and the Congo.

DONE in triplicate in the English and French languages, the texts in both languages being equally authentic.

For the International Atomic Energy Agency:

SIGVARD EKLUND

Vienna, 15 April 1971

For the Government of the Democratic Republic of the Congo:

HONORÉ WAKU

Vienna, 31 March 1971

For the United States Atomic Energy Commission, on behalf of the Government of the United States of America:

ALLAN M. LABOWITZ

Vienna, 9 April 1971