

No. 11957

**BRAZIL
and
PORTUGAL**

**Agreement for co-operation in the peaceful uses of nuclear energy.
Signed at Rio de Janeiro on 18 June 1965**

Authentic text : Portuguese.

Registered by Brazil on 26 September 1972.

**BRÉSIL
et
PORTUGAL**

**Accord de coopération concernant l'utilisation de l'énergie nucléaire
à des fins pacifiques. Signé à Rio de Janeiro le 18 juin 1965**

Texte authentique : portugais.

Enregistré par le Brésil le 26 septembre 1972.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF BRAZIL AND THE GOVERNMENT OF THE PORTUGUESE REPUBLIC FOR CO-OPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY

The Government of the Republic of the United States of Brazil and the Government of the Portuguese Republic, desiring to establish close co-operation in the peaceful uses of nuclear energy, have decided to conclude an Agreement and, to that end, have appointed the following plenipotentiaries :

The President of the Republic of the United States of Brazil, His Excellency Mr. Vasco Tristão Leitão da Cunha, Minister of State for External Relations; and

The President of the Portuguese Republic, His Excellency Mr. Francisco de Paula Leite Pinto, Chairman of the Nuclear Energy Board (Junta de Energia Nuclear),

Who, having exchanged their full powers, found in good and due form, have agreed as follows :

Article I

For the purposes of this Agreement :

(a) “ Facilities ” means factories, buildings and structures which house or contain equipment within the meaning of paragraph (b) of this article, or which are particularly suitable for or are used for nuclear purposes;

(b) “ Equipment ” means the major parts or basic components of machinery or facilities particularly suitable for use in nuclear energy projects;

(c) “ Fuel ” means any substance or combination of substances prepared for use in a reactor for the purpose of initiating and maintaining a self-sustaining fission chain reaction;

(d) “ Ore ” means ores or ore concentrates containing substances which, through appropriate chemical and physical treatments, can be made to produce fertile materials, as defined below :

(e) “ Fertile material ” means naturally occurring uranium containing a

¹ Came into force on 21 March 1968, the date on which the Parties received notice in writing from each other that the legal and constitutional procedures required had been completed, in accordance with article XVI (a).

mixture of isotopes; uranium impoverished in the isotope 235; thorium; any of the aforementioned materials in the form of a metal, alloy or chemical compound; any other material designed as fertile by agreement between the Contracting Parties;

(f) “Special fissionable material” means plutonium; uranium 233; uranium 235; uranium enriched in the isotope 233 or the isotope 235; any substance containing one or more of the aforementioned materials; and any other substance designated as special fissionable material by agreement between the Contracting Parties. The term “special fissionable material” shall not apply to fertile materials;

(g) “Person” means any individual or body corporate, any group of persons whether or not having legal personality and any government institution or agency, with the exception of the Contracting Parties.

Article II

The Contracting Parties shall accord each other aid and assistance for the purpose of promoting and developing the use of nuclear energy for peaceful purposes.

Any activity which does not relate to the use of nuclear energy for peaceful purposes shall be deemed to be outside the scope of the co-operation provided for in this Agreement.

Article III

The co-operation to be accorded under this Agreement may extend to the following fields :

- (a) Exchange of scientific and technical information, particularly information relating to :
 - (i) research and development;
 - (ii) health protection;
 - (iii) facilities and equipment, including the respective projects;
 - (iv) use of facilities and equipment, ores, fertile materials, irradiated fuels and radioactive isotopes;
- (b) Granting of licences and sub-licences for the use of patents;
- (c) Exchange of students, technical personnel and teachers;
- (d) Improvement of mineral prospecting and evaluation techniques;
- (e) Construction of facilities and equipment;
- (f) Supply of ores, fertile materials and radioactive isotopes.

Article IV

1. The co-operation provided for in this Agreement shall be effected in accordance with procedures to be agreed upon in each case. Such co-operation shall not, however, contravene the laws and regulations in force in the territories of the two Parties or international agreements to which they have acceded before this Agreement enters into force.

2. Co-operation programmes organized pursuant to this Agreement shall be executed by the bodies which are competent under the legislation of the Contracting Parties and, in particular, by the National Nuclear Energy Commission (Comissão Nacional de Energia Nuclear) in Brazil, and the Nuclear Energy Board (Junta de Energia Nuclear) in Portugal (hereinafter referred to respectively as the Commission and the Board.)

Article V

1. The Commission and the Board may make available to each other, or to persons established in the territory of either Contracting Party and duly authorized by the Commission or by the Board, such information as they possess in matters related to the sphere of application of this Agreement.

2. This Agreement shall not apply to the communication of information received from third parties subject to conditions prohibiting its disclosure.

3. Information deemed to be of commercial value by the Contracting Party which possesses it shall be communicated only subject to conditions to be determined by the said Contracting Party.

Article VI

The Contracting Parties shall facilitate the exchange of information related to the sphere of application of this Agreement by means of periodic meetings of Brazilian and Portuguese teachers and scientists.

Article VII

1. (a) The Contracting Parties may grant, on commercial terms, to each other or to persons established in their territories and duly authorized by the Commission or by the Board licences or sub-licences for the use of patents owned by them or in relation to which they are entitled to grant licences or sub-licences and the subject matter of which relates to the sphere of application of this Agreement.

(b) This Agreement shall not cover the granting of licences received from third parties subject to conditions prohibiting such granting.

2. The Contracting Parties declare their willingness to promote and facilitate the granting, to persons established in their territories, of licences or sub-licences for the use of patents which are owned by persons established in their territories and the subject matter of which relates to the sphere of application of this Agreement. Such licences or sub-licences shall be granted only with the consent of, and on conditions determined by the said persons.

Article VIII

The Contracting Parties shall promote the exchange of students, technical personnel and teachers as well as the access of trainees to research institutions situated in their territories so that they may further their training.

Article IX

1. Where appropriate, the collaboration of scientists and technical personnel of one Contracting Party in prospecting for ores within the territory of the other Party shall be facilitated.

2. The nature and terms of collaboration in this field shall be determined by agreement between the Commission and the Board.

3. The results of such collaboration shall be communicated to both Contracting Parties but shall not be disclosed by either Party without the prior consent of the other. When they deem it appropriate, the Contracting Parties may consult each other regarding the aforementioned results.

Article X

1. The Contracting Parties shall, as far as possible, accord each other assistance for the purchase and construction by either of the Contracting Parties or by persons established in their territories and duly authorized by the Commission or by the Board, of equipment and other material required for the work of nuclear energy research, development and production in the territories of the two Parties.

2. The Contracting Parties shall also endeavour to promote the reciprocal supply and exchange of radioactive isotopes.

Article XI

Without prejudice to international commitments entered into earlier, the Portuguese Government declares its willingness to negotiate with the Brazilian Government for the supply to the latter Government or to bodies designated by it of uranium ore or uranium metal.

Article XII

Contracts concluded pursuant to this Agreement may contain guarantees of any kind and shall be adapted to each individual case. Without prejudice to the provisions of such contracts, nothing in this Agreement may be construed as imposing upon either Contracting Party any responsibility with regard to :

- (a) The accuracy or adequacy of any information communicated in pursuance of this Agreement;
- (b) The consequences of the use made of any information, material or equipment supplied in pursuance of this Agreement;
- (c) The suitability of such information, material or equipment for specific applications or particular uses.

Article XIII

The Contracting Parties undertake to ensure that :

- (a) Material or equipment obtained under this Agreement, and fertile material or special fissionable material derived from the use of any material or equipment so obtained, shall be used solely for the purpose of promoting or developing the peaceful uses of nuclear energy and not for military purposes;
- (b) To this end, no fertile material or special fissionable material derived from any material or equipment so obtained shall be transferred to unauthorized persons or persons outside the control of one of the Contracting Parties unless such action is authorized in writing by the other Party.

2. The Contracting Parties shall consult each other regarding the application of a control system designed to ensure that the use made of material and equipment supplied in pursuance of this Agreement is in conformity with its objectives.

3. Recognizing the importance of the International Atomic Energy Agency, the Contracting Parties shall consult each other periodically in order to determine whether there are areas of control in relation to which it would be appropriate to request the Agency's collaboration.

Article XIV

1. At the request of either Contracting Party, the representatives of the Parties shall meet in order to resolve any problems to which the application of this Agreement may give rise, to review its functioning and to consider measures of co-operation over and above those provided for in this Agreement.

2. Such consultations shall relate particularly to the consideration of

matters of common concern connected with research, production technology, health, safety and economic questions arising from the peaceful uses of nuclear energy.

Article XV

This Agreement shall be ratified by the two countries in accordance with their respective constitutional provisions.

Article XVI

(a) This Agreement is concluded for a period of 20 years reckoned from the day on which the Parties receive notice in writing from each other that the legal and constitutional procedures required for its entry into force have been completed;

(b) This Agreement may be denounced at any time by either Contracting Party; denunciation shall take effect six months after notice is given to the other Party;

(c) In the event of denunciation of this Agreement, contracts concluded pursuant to it shall remain in force throughout the period for which they were concluded unless otherwise decided by the Contracting Parties.

IN WITNESS WHEREOF the above-mentioned plenipotentiaries, being duly authorized for the purpose, have signed this Agreement.

DONE at Rio de Janeiro in two copies on 18 June 1965.

For the Government
of the United States of Brazil :
VASCO T. LEITÃO DA CUNHA

For the Government
of the Portuguese Republic :
FRANCISCO DE PAULA LEITE PINTO