

No. 12552

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**BRAZIL**  
and  
**EUROPEAN ATOMIC ENERGY COMMUNITY**

**Agreement for co-operation in the peaceful uses of atomic energy. Signed at Brasília on 9 June 1961**

*Authentic texts: Portuguese, French, German, Italian and Dutch.  
Registered by Brazil on 4 June 1973.*

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**BRÉSIL**  
et  
**COMMUNAUTÉ EUROPÉENNE  
DE L'ÉNERGIE ATOMIQUE**

**Accord de coopération concernant des utilisations pacifiques de l'énergie atomique. Signé à Brasília le 9 juin 1961**

*Textes authentiques : portugais, français, allemand, italien et néerlandais.  
Enregistré par le Brésil le 4 juin 1973.*

[TRANSLATION—TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM) AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The European Atomic Energy Community (EURATOM), acting through its Commission (hereinafter referred to as “the Euratom Commission”);

The Government of the United States of Brazil, acting through its Comissão Nacional de Energia Nuclear (hereinafter referred to as “the National Commission”);

Considering that the Community has been established by the Kingdom of Belgium, the Federal Republic of Germany, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands in the Treaty signed at Rome on 25 March 1957,<sup>2</sup> with the aim of contributing to the raising of the standard of living in the Member States and to the development of exchanges with other countries by the creation of conditions necessary for the speedy establishment and growth of nuclear industries;

Considering that the Community and the Government of the United States of Brazil have expressed the desire to develop close co-operation with each other in the peaceful uses of atomic energy;

Considering the co-operation in the peaceful applications of atomic energy existing between the Government of the Italian Republic, a member country of the Community, and the Government of the United States of Brazil;

Have agreed as follows:

*Article I.* The Contracting Parties shall provide each other with aid and assistance to promote and develop the peaceful uses of atomic energy.

In view of the exclusively peaceful purposes of the European Atomic Energy Community (EURATOM), all activities not pertaining to the peaceful uses of atomic energy shall be excluded from the co-operation between the Contracting Parties.

*Article II.* The co-operation referred to in article I of this Agreement may embrace:

(a) The supply of information, including that relating to:

- (i) Research and development;
- (ii) Health protection;
- (iii) Facilities and equipment (including plans, designs and descriptions);
- (iv) The use of facilities and equipment, ores, source materials, special fissionable materials, irradiated fuels and radioactive isotopes;

<sup>1</sup> Came into force on 24 June 1965, the date on which each of the Parties had received from the other written notification of the completion of all the legal and constitutional formalities required, in accordance with article XVII (a).

<sup>2</sup> United Nations, *Treaty Series*, vol. 298, p. 167.

- (b) The granting of patent licences and sublicences;
- (c) The exchange of students, technical personnel and teachers;
- (d) The improvement of mineral prospecting and exploration techniques;
- (e) The construction of facilities and equipment;
- (f) The supply of ores, source materials, special fissionable materials and radio-active isotopes;
- (g) The processing of ores and source materials and the chemical treatment of fuels.

*Article III.* The co-operation envisaged under this Agreement shall be carried out in accordance with procedures to be agreed in each case. Such co-operation may not however contravene the laws and regulations in force within the Community or within the United States of Brazil, or the international agreements to which the Community or the United States of Brazil are Parties at the time of the entry into force of this Agreement.

*Article IV.* 1. The Euratom Commission and the National Commission may make available to each other and to persons domiciled in the United States of Brazil or in the Community information at their disposal on matters within the scope of this Agreement.

2. The communication of information received from third parties on terms prohibiting such communication shall be excluded from the scope of this Agreement.

3. Information regarded by the supplying Contracting Party as being of commercial value shall be supplied only on the terms and conditions specified by the said Contracting Party.

*Article V.* 1. The Contracting Parties shall encourage and facilitate the exchange of information between persons domiciled within the Community and persons domiciled in the United States of Brazil on matters within the scope of this Agreement.

2. Information which is the property of such persons shall be communicated only with their consent and on the conditions specified by them.

*Article VI.* 1 (a) The Contracting Parties may grant to each other or to persons domiciled in the United States of Brazil or within the Community, on a commercial basis, licences or sublicences under patents owned by them, or as to which they have the right to grant licences or sublicences, and the object of which falls within the scope of this Agreement.

(b) The grant of licences or sublicences under patents or of licences received from any third party on terms which prohibit such grant shall be excluded from the scope of this Agreement.

2. The Contracting Parties shall encourage and facilitate the granting to persons domiciled in the United States of Brazil or within the Community of licences or sublicences under patents owned by persons domiciled within the Community or in the United States of Brazil, the object of which falls within the scope of this Agreement. Licences or sublicences shall be granted with the consent of and on the conditions specified by such persons.

*Article VII.* The Contracting Parties shall encourage and promote the exchange of students, technical personnel and teachers. They shall, in particular,

facilitate to the extent possible the admission of trainees to research establishments within the Community or in the United States of Brazil so that they may complete their training.

*Article VIII.* 1. At the request of the National Commission, the Euratom Commission shall encourage persons domiciled within the Community to co-operate in the prospecting and exploration of deposits of uranium or other ores of importance in nuclear energy in Brazilian territory.

2. The nature of and conditions governing co-operation in this sphere shall be determined by joint agreement between the National Commission and the persons domiciled within the Community.

3. Should the co-operation in this sphere have a favourable outcome, the Contracting Parties shall consult each other with regard to the future use of the deposits discovered, within the framework of Brazilian legislation, of the Treaty establishing the European Atomic Energy Community (EURATOM), of the legislation of the member countries of the Community and of the international obligations in force.

*Article IX.* 1. The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement and construction, by either Contracting Party or by persons domiciled in the United States of Brazil or within the Community, of equipment and other requisites for atomic energy research, development and production in the United States of Brazil or within the Community.

2. The Contracting Parties shall also endeavour to encourage the supply and exchange of radioactive isotopes between the countries of the Community and the United States of Brazil.

*Article X.* The Contracting Parties agree that, subject to the general or special authorization of the Euratom Commission, where required by the Treaty establishing the European Atomic Energy Community (EURATOM), or of the Government of the United States of Brazil, ores, source materials and special fissionable materials may be supplied or received under this Agreement on commercial terms or any other terms agreed on by the Supply Agency of the Community or by persons domiciled in the United States of Brazil or within the Community.

*Article XI.* The Euratom Commission shall endeavour to ensure that favourable consideration is given to requests made by the National Commission for the processing of irradiated fuels on terms to be determined in each case.

*Article XII.* 1. Agreements or contracts drawn up by virtue of this Agreement may contain such guarantees as may be agreed upon in each particular case. Subject to the provisions of the said agreements or contracts, no provision of this Agreement may be interpreted as imposing any liability whatsoever on either of the Contracting Parties in respect of:

- (a) the accuracy or completeness of any information supplied under this Agreement;
- (b) the consequences of the use made of any information, materials or equipment supplied under this Agreement;
- (c) the extent to which such information, materials or equipment are suitable for any specific uses or applications.

2. The Contracting Parties recognize that the full implementation of this Agreement calls for measures to resolve the problem of third-party risks which are not at present insurable. The Contracting Parties shall co-operate in preparing and securing the adoption as soon as possible of measures to provide adequate financial protection with regard to civil liability.

*Article XIII.* 1. The Contracting Parties undertake to ensure that:

- (a) Materials or equipment obtained under this Agreement, and source materials or special fissionable materials derived from the use of any materials and equipment so obtained shall be used solely for promoting and developing the peaceful uses of atomic energy and not for military purposes;
- (b) To this end, no material or equipment obtained under this Agreement, and no source material or special fissionable material derived from any material or from the use of any equipment so obtained shall be transferred to unauthorized persons or to persons beyond the control of one Contracting Party except with the prior consent in writing of the other Party.

2. Before supplying materials and equipment under this Agreement, the Contracting Parties shall consult each other with a view to the timely application of a system of safeguards and control designed to ensure that the use made of the said materials and equipment is in conformity with the purposes of this Agreement.

Such consultations shall take account of the system of safeguards and control established by the Community under the Treaty establishing the European Atomic Energy Community (EURATOM) and of the measures taken for the same purpose by the Government of the United States of Brazil.

3. Recognizing the importance of the International Atomic Energy Agency, the Euratom Commission and the Government of the United States of Brazil shall consult each other from time to time to determine whether there are areas of responsibility with regard to safeguards and control in which that Agency might be requested to provide technical assistance.

*Article XIV.* 1. At the request of either Contracting Party, representatives of the Contracting Parties shall meet from time to time to consult each other on matters arising out of the application of this Agreement, to supervise its operation and to discuss co-operation measures other than those provided for in this Agreement.

2. Such consultations may relate, *inter alia*, to reviewing common problems involving research, production technology, health and safety, and economic questions relating to the peaceful uses of atomic energy.

*Article XV.* (a) "Contracting Parties" means the European Atomic Energy Community (EURATOM), on the one hand, and the Government of the United States of Brazil, on the other hand.

(b) "Facilities" means plants, buildings or structures which house or contain equipment as defined in paragraph (c) of this article or which are specially suitable or are used for nuclear purposes.

(c) "Equipment" means major items of machinery or facilities or major components thereof which are specially suitable for use in atomic energy projects.

(d) "Fuel" means any substance or combination of substances prepared for use in a reactor for the purpose of initiating and maintaining and self-sustaining fission chain reaction.

(e) "Ores" means ores or ore concentrates containing substances from which the source materials defined below may be derived by appropriate chemical or physical processing.

(f) "Source materials" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy or chemical compound, or any other material designated as such by joint agreement between the Contracting Parties.

(g) "Special fission fissionable material" means plutonium, uranium-233; uranium-235; uranium enriched in the isotopes 233 or 235; any substance containing one or more of the foregoing, or any other substance designated as such by joint agreement between the Contracting Parties. The term "special fissionable material" shall not include source material.

(h) "Persons" means physical persons or bodies corporate, groups of persons, whether or not possessing legal personality, public or private institutions, or governmental institutions or enterprises, with the exception of the Contracting Parties.

(i) "Within the Community" means within the territories to which the Treaty establishing the European Atomic Energy Community (EURATOM) applies or may in future apply.

*Article XVI.* This Agreement shall be submitted for approval to the Congress of the United States of Brazil.

*Article XVII.* (a) This Agreement shall enter into force on the date on which each of the Parties has received from the other Party written notification that it has completed all the legal and constitutional formalities required for the entry into force of such an Agreement and shall remain in force for a period of twenty (20) years;

(b) Either Contracting Party may terminate the present Agreement by giving the other Party six month's notice;

(c) In the event of a denunciation of this Agreement, agreements or contracts concluded thereunder shall remain in force for the periods for which they were concluded, except as otherwise agreed between the Contracting Parties.

IN WITNESS WHEREOF the undersigned representatives, duly authorized for the purpose, have signed this Agreement.

DONE at Brasilia, this ninth day of June 1961, in duplicate in the Dutch, French, German, Italian and Portuguese languages, all texts being equally authentic.

For the Government  
of the United States of Brazil:

MARCELO DAMY  
DE SOUZA SANTOS

For the European  
Atomic Energy Community  
(EURATOM):

L. KREKELER  
E. M. J. A. SASSEN