

No. 13892

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
SPAIN**

**Agreement relating to the application of safeguards (with
annex). Signed at Vienna on 19 November 1974**

Authentic texts: English and Spanish.

Registered by the International Atomic Energy Agency on 3 April 1975.

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

**Accord relatif à l'application de garanties (avec annexe).
Signé à Vienne le 19 novembre 1974**

Textes authentiques : anglais et espagnol.

Enregistré par l'Agence internationale de l'énergie atomique le 3 avril 1975.

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF SPAIN RELATING TO THE APPLICATION OF SAFEGUARDS

WHEREAS the International Atomic Energy Agency (hereinafter referred to as the “Agency”) is authorized by its Statute² to apply safeguards at the request of a State to any of that State’s activities in the field of atomic energy;

WHEREAS the Government of Spain (hereinafter referred to as the “Government”) has requested the Agency to apply safeguards with regard to approximately 4.5 kilograms of enriched uranium;

WHEREAS the Board of Governors of the Agency (hereinafter referred to as the “Board”) has acceded to that request on 12 June 1974;

NOW THEREFORE the Agency and the Government have agreed as follows:

Section 1. The Government undertakes that it will not use in such a way as to further any military purpose any nuclear material or facility while it is listed in the Inventory established pursuant to the Annex to this Agreement.

Section 2. The Agency undertakes to apply its safeguards system, in accordance with the Annex hereto, to any nuclear material or facility while it is listed in the Inventory.

Section 3. The Government undertakes to facilitate the application of safeguards by the Agency and to co-operate with the Agency to that end.

Section 4. The provisions of paragraphs 1 to 7 and 9, 10, 12 and 14 of the Annex to Agency document GC(V)/INF/39 (hereinafter referred to as 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 to implement paragraph 50 of Agency document INFCIRC/66/Rev.2 (which contains provisions approved by the Board on 28 September 1965, 17 June 1966 and 13 June 1968, and which is hereinafter referred to as the “Safeguards Document”) shall be agreed between the Agency and the Government before the material or facility is listed in the Inventory.

Section 5. The Government shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency³ to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 6. Expenses shall be borne as follows:

- (a) Subject to sub-section (b) of this Section each Party shall bear any expense incurred by itself in the implementation of this Agreement; and
- (b) All expenses incurred by the Government or persons under its jurisdiction at the written request of the Agency, its inspectors, or other officials, shall be reimbursed by the Agency, if the Government notifies the Agency before the expense is incurred that reimbursement will be required.

These provisions shall not prejudice the allocation of expenses which are reasonably attributable to a failure by either Party to comply with this Agreement.

¹ Came into force on 19 November 1974 by signature, in accordance with section 10.

² United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

³ *Ibid.*, vol. 374, p. 147.

Section 7. The Government 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 Spain.

Section 8. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government 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. The Agency shall promptly notify the Government in the event of any determination by the Board pursuant to this Section.

Section 9. The Parties shall, at the request of either, consult about amending this Agreement.

Section 10. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government. It shall remain in force until such time as safeguards on all nuclear material listed in the Main Part of the Inventory have been terminated.

DONE in Vienna, this 19th day of November 1974 in duplicate in the English and Spanish languages, the text in both languages being equally authentic.

For the International Atomic Energy Agency:

SIGVARD EKLUND

For the Government of Spain:

L. LÓPEZ RODÓ

A N N E X

AGENCY SAFEGUARDS

A. INVENTORY OF ITEMS SUBJECT TO SAFEGUARDS

1. The Government shall notify the Agency of the uranium which is subject to safeguards under this Agreement within two weeks of the entry into force of this Agreement or of the receipt thereof, as appropriate.

2. The Agency shall establish and maintain an Inventory in accordance with paragraphs 1, 3, 4, 8, 9 and 10 of this Annex on the basis of the notification and reports received from the Government pursuant to the procedures provided for in paragraph 6 below and of any other arrangements made pursuant to this Annex. The Inventory shall be divided into three parts:

(a) Main Part:

- (i) Uranium which has been notified to the Agency pursuant to paragraph 1 above;
- (ii) Special fissionable material produced in or by the use of any of the material listed in (i) hereof;
- (iii) Nuclear materials which are processed or used in any of the material listed in (i) hereof; and
- (iv) Nuclear material that has been substituted in accordance with paragraph 25 or 26(d) of the Safeguards Document for any material listed in (i), (ii), or (iii) hereof.

(b) **Subsidiary Part:**

Any facility while it contains, uses, fabricates or processes any 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; and

(ii) Nuclear material with regard to which safeguards have been suspended pursuant to paragraph 3 below.

The Agency shall send copies of the Inventory to the Government every twelve months and also at any other times specified by the Government in a request communicated to the Agency not less than two weeks in advance.

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 of the Safeguards Document. 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. 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 to 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 Subsidiary Arrangements with the Government 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 or inspections in accordance with paragraphs 51 and 52 of the Safeguards Document.

8. The Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in the Main Part of the Inventory pursuant to paragraph 2(a), (ii), and (iii) above. Upon receipt by the Agency of the notification, such nuclear material shall be listed in the Main Part of the Inventory, provided that any material so produced, processed or used shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced, processed or used. With respect to produced material, the Agency may verify the calculations of the amounts of such materials; appropriate adjustments in the amounts appearing in the Inventory may be made by agreement between the Parties, but pending such agreement the Agency's calculations shall govern.

9. The Government 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.

10. The Government shall notify the Agency of any intended transfer of material listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of the Government. Such material may only be transferred in accordance with the provisions of subparagraphs (a), (b), or (c) of paragraph 28 of the Safeguards Document and shall thereupon be deleted from the Inventory.

11. (a) The notifications provided for in paragraphs 1, 9 and 10 above shall include, to the extent relevant, the nuclear and chemical composition, the physical form, the quantity of the material, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information.

(b) The notifications provided for in paragraphs 9 and 10 above shall be sent to the Agency sufficiently in advance as to enable the Agency to make any arrangements required by those paragraphs before the transfer is effected. The Agency shall take any necessary action promptly.
