No. 17767

SPAIN
and
MEXICO

Supplementary Agreement on co-operation for the peaceful uses of nuclear energy. Signed at Mexico City on 18 November 1978

Authentic text: Spanish.

Registered by Spain on 19 April 1979.

ESPAGNE
et
MEXIQUE

Accord complémentaire relatif à la coopération en matière d'utilisation de l'énergie nucléaire à des fins pacifiques. Signé à Mexico le 18 novembre 1978

Texte authentique : espagnol.

Enregistré par l'Espagne le 19 avril 1979.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT[1] ON CO-OPERATION FOR THE PEACEFUL USES OF NUCLEAR ENERGY BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE UNITED MEXICAN STATES

The Government of the Kingdom of Spain and the Government of the United Mexican States,

In accordance with the provisions in article I of the Basic Agreement on Scientific and Technical Co-operation between the Government of the Kingdom of Spain and the Government of the United Mexican States, signed at Madrid on 14 October 1977,[2]

Bearing in mind their common interest in promoting scientific research and technological development in the field of nuclear energy,

Recognizing the advantages of close scientific and technological co-operation between the two countries for developing the use of nuclear energy for peaceful purposes, and

Taking into account the fact that research and development in the field of nuclear energy require special regulation in line with its scientific and technological advances, which must be reflected in the special features of international co-operation in this connection, have agreed as follows:

Article 1. In accordance with the provisions of this Agreement and subject to the provisions in the international conventions, laws, regulations and other legal instruments in force in Mexico and Spain, and also without prejudice to the contractual obligations of the two Governments, the Parties shall co-operate in the field of nuclear research and its applications for peaceful purposes and shall facilitate the carrying out of joint activities in that regard.

Article 2. Implementation of the co-operation projects adopted in pursuance of this Agreement shall be assigned by the Parties to the Mexican institution which the Government shall designate and to the Nuclear Energy Board of Spain, hereinafter referred to, respectively, as the Institution and the Board, which, by common agreement, shall establish in each case, through protocols, the special conditions and procedures governing that co-operation.

Article 3. 1. The co-operation provided for shall be developed in the following sectors:

(*a*) Research, technology, development, projects, construction, safety and use of experimental and power reactors;

(*b*) Basic and applied research relevant to the peaceful uses of nuclear energy and the detection and effect of radiation;

(*c*) Production of nuclear materials, their processing and use for peaceful purposes, and the study and development, in all their phases, of the different cycles of nuclear fuels;

[1] Came into force on 18 November 1978 by signature, in accordance with article 12 (1).
[2] United Nations, *Treaty Series*, vol. 1080, p. 95.

(*d*) Production of radioisotopes and study of their applications in medicine, agriculture and industry;

(*e*) Other scientific, technological or legal areas relevant to the peaceful uses of nuclear energy which may be regarded as being of mutual interest to the Parties.

2. The exchange of personnel and information in the sectors referred to in paragraph 1 of this article shall be carried out through:

(*a*) Reciprocal assistance for the training of scientific and technical personnel;

(*b*) Exchange of experts;

(*c*) Exchange of teachers for courses and seminars;

(*d*) Fellowships for study and refresher training courses;

(*e*) Mutual consultation on scientific and technological problems;

(*f*) Establishment of mixed working groups to carry out specific technological research and development studies;

(*g*) Exchange of non-classified technical documents relevant to the above-mentioned sectors;

(*h*) Promotion of co-operation between Mexican and Spanish institutions and industries;

(*i*) Preferential treatment for specialists and services from both countries for specific programmes and activities.

Article 4. If, at the request of either of the Parties, and in connection with the implementation of the co-operation projects referred to in article 2 of this Agreement, it becomes necessary to extend the co-operation, this may be done through an exchange of letters between the Institution and the Board, duly authorized by their respective Governments.

Article 5. The Parties may freely use all information exchanged between them, save where the Party that provided it has laid down restrictions regarding its use or dissemination. Where the information provided relates to patents registered in Mexico or Spain, the terms and conditions governing their use or their transmittal to third parties shall be governed by the relevant laws in force in either country and shall conform to the conditions laid down in the relevant protocol. Each of the Parties undertakes not to transmit to third parties information from the other Party without the latter's express consent.

Article 6. The exchange of personnel referred to in article 3 shall be determined jointly by the Institution and the Board, and in each case the length of stay and special conditions in respect of such personnel as also the assignment to be carried out and its financing shall be specified.

Article 7. The scholarships for studies and refresher training courses shall be awarded by the competent bodies of both countries in accordance with the established procedures.

Article 8. 1. Each Party shall contribute towards defraying the costs of the common technological research and development programmes in the manner agreed to beforehand in the relevant protocol.

2. Without prejudice of the foregoing, where one country requests the co-operation of the other in a specific area, it shall defray all the costs in the manner set forth in the relevant protocol.

3. The Governments of both countries shall provide facilities for obtaining credits for financing the procurement of materials or services for the development of joint projects to be carried out under this Supplementary Agreement.

4. The Governments of both countries shall provide the fiscal and customs facilities for the capital goods to be exchanged in implementation of this Supplementary Agreement.

5. The authorities responsible for implementation shall promote the implementation of joint projects, for both research and technological development, either by themselves or through other private or public entities and special protocols or contracts shall be drawn up for each programme.

6. The establishment of mixed working groups shall be promoted for the implementation of joint programmes and, in each case, the share of participation, responsibility and financing incumbent on each of the Parties shall be specified.

7. The Governments of both countries shall provide, within the existing legal framework, legal and fiscal facilities to the working groups that may be formed, both for activities in the respective countries and for possible similar activities in other countries.

8. The capital goods produced as a result of this co-operation shall be deemed to be national products in either of the two countries, for the purpose of assessing national participation in the nuclear programme.

9. The raw materials which are necessary for producing the capital goods deriving from this co-operation and are provided by either of the two countries shall be exempt from customs duties and other charges levied on the importation or exportation of the imported articles.

10. Except as otherwise provided, the results of joint scientific and technological activities shall be common property and each Party may make use of them. In the case of co-operation in a technology already developed in one of the two countries, or where the work carried out required the use of patents registered in one of the countries prior to the start of the joint project, the country concerned shall make that clear in the relevant protocols.

Article 9. 1. The Parties shall undertake, to the extent that their resources permit, to make their scientific and technical facilities available for implementing the programmes involving the co-operation established in this Supplementary Agreement.

2. The conditions for using such facilities shall be agreed on, in each case, by the authorities responsible for implementation.

Article 10. 1. The Parties shall ensure that:

(*a*) The materials or equipment obtained, provided or exchanged as a result of the implementation of this Agreement, shall be used solely to promote or develop the peaceful uses of atomic energy;

(*b*) The materials or equipment referred to in the previous paragraph shall not be transferred to individuals or authorities without the written consent of both Parties.

2. The safeguards required as a result of the implementation of this Agreement shall be those applicable in each country according to its legislation and its international obligations.

Article 11. 1. The Parties shall be responsible for damage caused by personnel under their jurisdiction or by materials, products or equipment which they use or have in their care, in accordance with the relevant legislation.

2. The obligation of one Party to compensate the other Party for damage caused by its personnel shall be limited to the amount established as maximum compensation by the legislation of the country in which the damage occurs.

3. Third-party liability proceedings shall be instituted in the courts of the country in which the act occurred or in the country in which the responsible party is domiciled. The general principles of private international law shall be applicable, without prejudice to the provisions of the preceding paragraphs.

4. Liability for nuclear damage shall rest exclusively with the receiving country in whose installations the damage occurred.

Article 12. 1. This Agreement shall enter into force on the date of its signature by the representatives of both Governments.

2. It shall remain in force for a period of five years and thereafter be extended automatically for successive periods of two years, unless it is denounced by one of the Parties six months prior to the expiry of the period.

3. In the event of denunciation of this Agreement, the projects resulting from it shall continue until their completion, unless otherwise decided by both Parties.

4. This Agreement may be amended by mutual agreement of the Parties.

DONE at Mexico City, on 18 November 1978, in two originals, both being equally authentic.

For the Government
of the Kingdom of Spain:

[*Signed*]

MARCELINO OREJA
Minister for Foreign Affairs

For the Government
of the United Mexican States:

[*Signed*]

SANTIAGO ROEL
Secretary for Foreign Affairs