

No. 17994

**SPAIN
and
ECUADOR**

**Protocol on the planning and construction of laboratories
and facilities for CEEA. Signed at Quito on 21 April
1978**

**Exchange of notes constituting an agreement amending the
above-mentioned Protocol. Madrid, 7 and 12 July 1979**

Authentic texts: Spanish.

Registered by Spain on 17 October 1979.

**ESPAGNE
et
ÉQUATEUR**

**Protocole relatif à la conception et à la construction de
laboratoires et d'installations pour la CEEA. Signé à
Quito le 21 avril 1978**

**Échange de notes constituant un accord modifiant le Pro-
tocole susmentionné. Madrid, 7 et 12 juillet 1979**

Textes authentiques : espagnol.

Enregistrés par l'Espagne le 17 octobre 1979.

[TRANSLATION — TRADUCTION]

PROTOCOL¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN (JUNTA DE ENERGÍA NUCLEAR ESPAÑOLA) AND THE GOVERNMENT OF ECUADOR (COMISIÓN ECUATORIANA DE ENERGÍA ATÓMICA) ON THE PLANNING AND CONSTRUCTION OF LABORATORIES AND FACILITIES FOR CEEA

The Government of the Kingdom of Spain, represented by its Ambassador Extraordinary and Plenipotentiary to Ecuador and the Chairman of the Junta de Energía Nuclear Española (Nuclear Energy Board of Spain), and the Government of Ecuador, represented by the Minister for Foreign Affairs and the Chairman of the Comisión Ecuatoriana de Energía Atómica (Ecuadorian Atomic Energy Commission), pursuant to the Supplementary Agreement signed at Madrid on 10 May 1977,² agree to draw up this Protocol for the implementation of a programme comprising the design, construction and supervision of laboratories and facilities for the Comisión Ecuatoriana de Energía Atómica, subject to the following clauses:

First. In the above-mentioned Supplementary Agreement, the Governments of Spain and Ecuador designated the Junta de Energía Nuclear Española (JEN) and the Comisión Ecuatoriana de Energía Atómica (CEEa), respectively, as the agencies responsible for the execution of this Protocol.

Second. The object of this Protocol is for CEEa, with the co-operation of JEN, to carry out studies, to construct, supervise and equip laboratories and facilities for CEEa, consisting essentially of the following:

- (a) A nuclear reactor with a power of 1 MW which can be increased to 3 MW;
- (b) Cells for producing and distributing radioisotopes;
- (c) Cells for preparing radioactive drugs;
- (d) Dosimetry laboratories;
- (e) A meteorological and environmental radioactivity laboratory;
- (f) A metrology laboratory;
- (g) A chemical analysis laboratory;
- (h) A laboratory for activation analysis;
- (i) A laboratory for isotope applications;
- (j) A machine workshop; and
- (k) An electronic workshop.

Third. The programme shall include the following stages:

- (a) Choice of a site for the facilities, following determination of their specifications and execution of a safety study;
- (b) Design of the facilities in accordance with international safety standards;

¹ Came into force on 21 April 1978 by signature, in accordance with article 18.

² United Nations, *Treaty Series*, vol. 1080, p. 85.

- (c) Construction of the various facilities and procurement of components and equipment; and
- (d) Activation of the facilities and transfer of technology to ensure that they operate in optimum conditions.

Fourth. In accordance with the second clause, JEN shall collaborate with CEEA at each of the stages referred to therein on the following main aspects:

- (a) Co-operation of experts assigned to Ecuador for more than three months;
- (b) Co-operation of consultants assigned to Ecuador for less than three months;
- (c) Negotiations with the Spanish authorities to obtain scholarships for Ecuadorian professionals; and
- (d) Inclusion of Ecuadorian technicians in projects being carried out in Spain.

Fifth. The benefits and conditions outlined by the Ecuadorian Government in article IX of the Basic Agreement on technical co-operation between the two countries, signed on 7 July 1971,¹ shall be extended to Spanish experts serving in Ecuador under this Protocol.

Sixth. Ecuadorian technicians and scholarship-holders who move to Spain in accordance with this Protocol shall be covered by the regime set forth in article IX of the Basic Agreement referred to in the preceding clause.

In view of the interest of the programme, JEN shall ask the Spanish authorities for preferential attention so that Ecuadorian technicians may obtain training posts and participate in the exchange programme for professionals.

JEN shall also arrange for private Spanish companies participating in the project to bear the expenses of any Ecuadorian personnel who join such companies for the purposes of the project.

Seventh. For the implementation of this programme, JEN undertakes to assume principal responsibility for the following:

- (a) Collaborating in the training, in Spain, of Ecuadorian personnel in the technology to be used in areas covered by this agreement;
- (b) Advising on the determination of specifications for project preparation and for the procurement of equipment;
- (c) Advising on the drafting of reports on the safety of nuclear facilities;
- (d) Advising on the selection of appropriate Spanish engineering firms for the preparation and implementation of the project;
- (e) Advising on the supervision of preparations for and implementation of the project;
- (f) Advising on the selection of suppliers of material and equipment;
- (g) Advising on the selection of companies for the construction of facilities and equipment;
- (h) Implementing any parts of the project that cannot be carried out by other entities; and any specific functions or projects which CEEA entrusts to it, provided that they are within JEN's capabilities;

¹ United Nations, *Treaty Series*, vol. 899, p. 175.

- (i) Providing premises free of charge and technical co-operation in the assembly and verification of facilities and equipment before they are sent to Ecuador, as necessary;
- (j) Advising CEEA on the assembly and activation of the various facilities.

Eighth. For the purposes of implementing the programme which is the subject of this agreement, CEEA undertakes to assume responsibilities for the following:

- (a) Acquiring the land on which the facilities will operate and determining its features;
- (b) Constructing the laboratories and other facilities;
- (c) Procuring components and equipment;
- (d) Paying the travel expenses and subsistence allowances of JEN experts and consultants who, acting at the request of CEEA, as stated in subparagraphs (a) and (b) of the fourth clause, are transferred to Ecuador. The subsistence allowances shall be determined in accordance with the scale established by JEN for its staff and shall in no case be greater than those set for Ecuadorian officials of equal rank;
- (e) Assisting with any other expense necessary for the construction of laboratories that is not envisaged in the following clause;
- (f) Contracting, by calling for bids from Spanish companies, any services and capital goods which cannot be acquired in Ecuador, in the spirit of the tenth article of the supplementary agreement in force between the two countries. If the Spanish bid is higher than the current international price for the same item, CEEA shall be exempt from this obligation and may contract independently on the international market.

Ninth. For the purpose of implementing the programme which is the subject of this Protocol, JEN undertakes to assume responsibility for the following obligations:

- (a) Payment of the salaries of Spanish experts working on the project from Spain.
- (b) Payment of the travel expenses, salaries and subsistence allowances of Spanish experts who are transferred to Ecuador at JEN's request.
- (c) Indirect costs of the components and equipment built by JEN.
- (d) Payment of the salaries of JEN experts who advise the Spanish companies carrying out work related to the project.

Tenth. In order for CEEA to come to a decision regarding the equipment and the laboratories to be procured in Spain, a technical advisory commission shall be established consisting of Ecuadorian and Spanish officials designated by CEEA and JEN, respectively.

Records shall be kept of the activities carried out by the commission, which shall be signed by the members and submitted to the competent Ecuadorian authorities for their consideration.

In effecting these procurements, CEEA shall abide by the existing provisions regulating such activities in Ecuador.

Eleventh. JEN shall support the requests of CEEA for public or private lines of credit to finance the project.

CEEA reserves the right to accept or refuse the terms on which credit is offered, in accordance with the relevant legislation in force in Ecuador.

Twelfth. For the implementation of the programme which is the subject of this Protocol, CEEA and JEN shall appoint co-ordinators to channel relations between the two institutions; the competence and the sphere of responsibilities of the co-ordinators shall be determined by the Parties.

The co-ordinators shall be senior officials of the two institutions and shall receive instructions regarding the scope and extent of their competence.

If there are differences of opinion between the co-ordinators on joint development issues or in cases where one country requests the advice of the other, the representatives of the disagreeing institution shall place their comments on record in writing and shall be absolved from any responsibility that may arise in the event that such comments are not taken into account.

Thirteenth. Within six months from the date of signature of this Protocol, CEEA shall inform JEN of the general features of the site of the facilities and laboratories and shall provide data on the following specific aspects:

- (a) Ecology,
- (b) Hydrology,
- (c) Seismology,
- (d) Geotechnics,
- (e) Meteorology, and
- (f) Soil mechanics.

Fourteenth. On the basis of the data provided regarding the aspects referred to in the preceding clause, CEEA shall, if necessary with the co-operation of JEN, prepare or arrange for a third party to prepare a preliminary study on the safety of the site. CEEA, with the collaboration of JEN, shall draw up the preliminary safety report on the facilities.

Fifteenth. Within six months from the date of signature of this Protocol, JEN undertakes to provide technical specifications of the various facilities referred to in the second clause, in sufficient detail to enable CEEA to draw up the specifications for the call for bids for the construction of the project.

Sixteenth. CEEA shall initiate the project itself or through third parties, with the advice of JEN. At least one Ecuadorian technician shall be involved in each phase of the project, both in the part implemented by JEN and in that entrusted to other companies; the Ecuadorian or Ecuadorians involved in the project shall have joint responsibility with their Spanish counterparts for adoption of the relevant technical decisions.

Seventeenth. The Spanish experts advising on the assembly and activation of the facilities and equipment shall have joint responsibility. When differences of opinion arise, they shall act in accordance with the provisions of the last paragraph of the twelfth clause of this Protocol.

Eighteenth. This Protocol shall enter into force on the date of its signature and shall remain in effect for five years. It shall be renewed automatically for one-year

periods unless either Party terminates it, in a written communication addressed to the other Party, at least three months prior to the relevant expiration date.

Unless the Parties expressly agree otherwise, Projects initiated while this Protocol was in effect shall continue to be implemented until they are completed, even if the Protocol has ceased to be in effect.

DONE at Quito, on 21 April 1978, in duplicate in the Spanish language, both texts being equally valid and authentic.

For the Government
of the Kingdom of Spain:

[Signed]

MANUEL GÓMEZ-ACEBO
Ambassador Extraordinary
and Plenipotentiary

[Signed]

JESÚS OLIVARES B.
Director-General
Chairman of the Nuclear Energy
Board of Spain

For the Government
of Ecuador:

[Signed]

JOSÉ AYALA LASSO
Minister for Foreign Affairs

[Signed]

RICHELIEU LEVOYER A.
Brigadier-General
Chairman of the Atomic Energy
Commission of Ecuador

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF ECUADOR AMENDING THE PROTOCOL OF 21 APRIL 1978 ON THE PLANNING AND CONSTRUCTION OF LABORATORIES AND FACILITIES FOR CEEA²

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DU ROYAUME D'ESPAGNE ET LE GOUVERNEMENT ÉQUATORIEN MODIFIANT LE PROTOCOLE DU 21 AVRIL 1978 RELATIF À LA CONCEPTION ET À LA CONSTRUCTION DE LABORATOIRES ET D'INSTALLATIONS POUR LA CEEA²

I

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Nº 31

Sr. Embajador:

Tengo la honra de dirigirme a V. E. para referirme al Protocolo, firmado en Quito el 21 de abril de 1978, anejo al Acuerdo entre España y Ecuador en materia nuclear para fines pacíficos, firmado en Madrid el 10 de mayo de 1977, y proponerle las siguientes modificaciones al mismo:

Cláusula cuarta. Se añade un nuevo párrafo, e), que reza:

“Gestiones para adquirir equipos y contratar servicios a solicitud expresa de la CEEA y con su intervención.”

Cláusula decimotercera. Su primer párrafo queda redactado de la siguiente forma:

“En el plazo de dieciocho meses contados a partir de la suscripción del presente Protocolo, la CEEA informará a la JEN sobre las características generales del terreno para las instalaciones y laboratorios y proporcionará datos sobre los siguientes aspectos específicos:”

En caso de que el Gobierno de la República de Ecuador encuentre aceptables las enmiendas arriba transcritas, me es grato sugerirle que el texto de la presente Nota, junto con el texto de contestación afirmativa de V. E., constituyan la modificación de las cláusulas cuarta y decimotercera del Protocolo anejo al Acuerdo entre España y Ecuador en materia nuclear para fines pacíficos, que entrarían en vigor en la fecha de su Nota de respuesta.

¹ Came into force on 12 July 1978, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 153 of this volume.

¹ Entré en vigueur le 12 juillet 1978, date de la note de réponse, conformément aux dispositions desdites notes.

² Voir p. 158 du présent volume.

Aprovecho esta oportunidad para reiterar a V. E. el testimonio de mi más alta consideración.

Madrid, 7 de julio de 1979

El Ministro de Asuntos Exteriores,

[Signed — Signé]¹

Señor Embajador de la República del Ecuador
en Madrid

[TRANSLATION]

[TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

No. 13

Nº 31

Sir,

Monsieur l'Ambassadeur,

I have the honour to refer to the Protocol, signed at Quito on 21 April 1978,² to the Agreement between Spain and Ecuador on nuclear energy for peaceful purposes, signed at Madrid on 10 May 1977,³ and to propose the following amendments to it:

J'ai l'honneur de me référer au Protocole signé à Quito le 21 avril 1978² et annexé à l'Accord entre l'Espagne et l'Equateur sur l'utilisation de l'énergie nucléaire à des fins pacifiques, signé à Madrid le 10 mai 1977³, et de proposer les modifications suivantes audit Protocole :

Fourth clause. Add a new paragraph (e) reading as follows:

"Negotiations for the procurement of equipment and the contracting of services at the express request of CEEA and with its intervention."

Article 4. Ajouter un nouvel alinéa e, ainsi libellé :

«Démarches en vue de l'acquisition des équipements et de la passation des marchés de services, à la demande expresse de la CEEA et avec son intervention.»

Thirteenth clause. Amend the first paragraph to read as follows:

"Within 18 months from the date of signature of this Protocol, CEEA shall inform JEN of the general features of the site of the facilities and laboratories and shall provide data on the following specific aspects:"

Article 13. Remplacer le premier paragraphe par le texte suivant :

«Dans un délai de 18 mois à compter de la signature du présent Protocole, la CEEA informera la JEN des caractéristiques générales du terrain où seront mis en place les installations et les laboratoires et fournira des données sur les aspects particuliers suivants :»

¹ Signed by D. Marcelino Oreja Aguirre.

² See p. 153 of this volume.

³ United Nations, *Treaty Series*, vol. 1080, p. 85.

¹ Signé par D. Marcelino Oreja Aguirre.

² Voir p. 158 du présent volume.

³ Nations Unies, *Recueil des Traités*, vol. 1080, p. 85.

In the event that the Government of the Republic of Ecuador agrees to the above amendments, I suggest that the text of this note, together with the text of your reply, should be deemed to constitute an amendment to the fourth and thirteenth clauses of the Protocol to the Agreement between Spain and Ecuador on nuclear energy for peaceful purposes and that they should enter into force on the date of your reply.

Accept, Sir, etc.

Madrid, 7 July 1979

[D. MARCELINO OREJA AGUIRRE]
Minister for Foreign Affairs

His Excellency the Ambassador
of the Republic of Ecuador
in Madrid

Si le Gouvernement de la République de l'Equateur juge acceptables les modifications ci-dessus, j'ai l'honneur de proposer que le texte de la présente Note, ainsi que le texte de la réponse affirmative de Votre Excellence, constituent un accord modifiant les articles 4 et 13 du Protocole annexé à l'Accord entre l'Espagne et l'Equateur relatif à l'utilisation de l'énergie nucléaire à des fins pacifiques, qui entrerait en vigueur à la date de votre réponse.

Je saisis, etc.

Madrid, le 7 juillet 1979

Le Ministre des affaires extérieures,
[D. MARCELINO OREJA AGUIRRE]

Monsieur l'Ambassadeur
de la République de l'Equateur
à Madrid

II

[SPANISH TEXT — TEXTE ESPAGNOL]

EMBAJADA DEL ECUADOR EN ESPAÑA

Madrid, a 12 de julio de 1979

Nº 4-2-64/79

Señor Ministro:

Tengo a honra dirigirme a Vuestra Excelencia para referirme a su atenta nota número 31/6 de 7 de julio, y manifestarle la conformidad de mi Gobierno con las modificaciones al Acuerdo entre España y Ecuador en materia nuclear para fines pacíficos, tal como rezan en la referida nota:

[See note I — Voir note I]

Aprovecho esta grata oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

[Signed — Signé]

ALFONSO BARRERA VALVERDE
Embajador

Excelentísimo señor don Marcelino Oreja Aguirre
Ministro de Asuntos Exteriores de España
Madrid

[TRANSLATION]

EMBASSY OF ECUADOR IN SPAIN

Madrid, 12 July 1979

No. 4-2-64/79

Sir,

I have the honour to refer to your note No. 31/6 of 7 July and to inform you that my Government agrees to the amendments to the Agreement between Spain and Ecuador on nuclear energy for peaceful purposes, which read as follows:

[See note I]

Accept, Sir, etc.

[Signed]

ALFONSO BARRERA VALVERDE
Ambassador

His Excellency
Mr. Marcelino Oreja Aguirre
Minister for Foreign Affairs
of Spain
Madrid

[TRADUCTION]

AMBAassade DE L'ÉQUATEUR EN ESPAGNE

Madrid, le 12 juillet 1979

Nº 4-2-64/79

Monsieur le Ministre,

J'ai l'honneur de me référer à l'aimable note de Votre Excellence (numéro 31/6) du 7 juillet et de vous faire savoir que mon Gouvernement est d'accord avec les modifications proposées à l'Accord entre l'Espagne et l'Équateur sur l'utilisation de l'énergie nucléaire à des fins pacifiques, telles qu'elles figurent dans ladite note :

[Voir note I]

Je saisis, etc.

[Signé]

ALFONSO BARRERA VALVERDE
Ambassadeur

Son Excellence
Monsieur Marcelino Oreja Aguirre
Ministre des affaires extérieures
de l'Espagne
Madrid