No. 19807

INTERNATIONAL ATOMIC ENERGY AGENCY and GREECE

Agreement for the transfer of enriched uranium for a research reactor in Greece. Signed at Athens on 19 September 1977 and at Vienna on 12 October 1977

Authentic text: English. Registered by the International Atomic Energy Agency on 3 June 1981.

AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE et GRÈCE

Accord relatif à la cession d'uranium enrichi destiné à un réacteur de recherche en Grèce. Signé à Athènes le 19 septembre 1977 et à Vienne le 12 octobre 1977

Texte authentique : anglais. Enregistré par l'Agence internationale de l'énergie atomique le 3 juin 1981.

SUPPLY AGREEMENT¹ – AGREEMENT FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN GREECE

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of the Hellenic Republic (hereinafter called "Greece") on 1 March 1972 signed an Agreement (hereinafter called the "Project Agreement") for assistance by the Agency to Greece² in securing enriched uranium for the continued operation of the research reactor GRR-1 at the Nuclear Research Centre "Demokritos" (hereinafter called the "research reactor");

WHEREAS pursuant to the First and Second Title Transfer Agreements concluded on 1 March 1972³ and 1 March 1974⁴ respectively between the Agency, Greece and the Government of the United States of America (hereinafter called the "United States"), title to portions of the enriched uranium previously leased to Greece by the United States under bilateral arrangements was transferred to Greece, through the Agency, in connection with the project;

WHEREAS Greece, in connection with the Project Agreement, has requested the assistance of the Agency in securing from the United States an additional supply of enriched uranium for use in the research reactor;

WHEREAS under the Agreement for co-operation between the Agency and the United States, as amended (hereinafter called the "Co-operation Agreement")⁵, the United States undertook to make available to the Agency from time to time quantities of special fissionable material as may be authorized by the United States, and also undertook, subject to various applicable provisions and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for a Member of the Agency in connection with an Agency project;

WHEREAS pursuant to the terms of the Co-operation Agreement, the Agency and the United States on 14 June 1974 signed a Master Agreement governing sales of source, by-product and special nuclear materials for research purposes (hereinafter called the "Master Agreement")⁶; and

WHEREAS the Board of Governors of the Agency on 17 September 1976 approved the additional assistance requested by Greece for the project;

Now, THEREFORE, the Agency and Greece hereby agree as follows:

Article I. TRANSFER OF ENRICHED URANIUM

1. Subject to the provisions of the Co-operation Agreement and of the Master Agreement, the Agency shall request the United States to transfer to the Agency for Greece, and Greece shall accept from the Agency, up to 7,000 grams of uranium enriched to approximately 90 per cent by weight in the isotope uranium-235 (herein-

¹ Came into force on 12 October 1977 by signature, in accordance with article VI.

² United Nations, *Treaty Series*, vol. 850, p.121.

³ *Ibid.*, p. 138.

⁴ Ibid., vol. 964, p. 45.

⁵ Ibid., vol. 339, p. 359, and annex A in volumes 951 and 1220.

⁶ Ibid., vol. 964, p.69.

after called the "enriched uranium"), contained in fuel elements for the research reactor.

2. The particular terms and conditions for the transfer of the enriched uranium, including charges, a schedule of deliveries and shipping instructions, shall be specified in a Supplemental Contract (hereinafter called the "Supplemental Contract") to the Master Agreement to be concluded jointly by the Agency and Greece with the United States in implementation of this Agreement.

Article II. PAYMENT

1. Greece shall pay the United States all charges for the enriched uranium received by Greece pursuant to article I (hereinafter called the "supplied material"), including other charges connected therewith, in accordance with the provisions of the Supplemental Contract, except as otherwise provided by the United States with respect to any portion of the supplied material.

2. It is recognized that in extending its assistance for the project the Agency is not hereunder providing any guarantees or assuming any financial responsibility in connection with the supply of the enriched uranium by the United States to Greece.

Article III. PHYSICAL PROTECTION

Greece shall keep the Agency informed of the measures it will take for ensuring the physical protection of the supplied material.

Article IV. RESPONSIBILITY

Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards Greece or any person claiming through Greece for the safe handling and the use of the supplied material.

Article V. APPLICATION OF PROJECT AGREEMENT

All the provisions of the Project Agreement shall apply to the supplied material, in accordance with Section 3 thereof.

Article VI. ENTRY INTO FORCE

This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Greece.

DONE in duplicate in the English language.

For the International Atomic Energy Agency:	For the Government of the Hellenic Republic:
Sigvard Eklund	ANTHONY DELIYANNIS
Vienna, 12 October 1977	Athens, 19 September 1977