

**No. 26461**

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**INTERNATIONAL ATOMIC  
ENERGY AGENCY  
and  
ALGERIA**

**Agreement for the application of safeguards in connection  
with the supply of a research reactor from the Republic  
of Argentina. Signed at Vienna on 23 February 1989**

*Authentic texts: Arabic, English and French.*

*Registered by the International Atomic Energy Agency on 8 March 1989.*

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

**Accord pour l'application de garanties relatives à la four-  
niture d'un réacteur de recherche par la République  
argentine. Signé à Vienne le 23 février 1989**

*Textes authentiques : arabe, anglais et français.*

*Enregistré par l'Agence internationale de l'énergie atomique le 8 mars 1989.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE DEMOCRATIC PEOPLE'S REPUBLIC OF ALGERIA AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN CONNECTION WITH THE SUPPLY OF A RESEARCH REACTOR FROM THE REPUBLIC OF ARGENTINA

Whereas the International Atomic Energy Agency (hereinafter referred to as "the Agency") is authorized by its Statute<sup>2</sup> 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 the Democratic People's Republic of Algeria (hereinafter referred to as the "Government of Algeria") has requested the Agency to apply safeguards in connection with the supply of a research reactor from the Republic of Argentina (hereinafter referred to as "Argentina") and to the nuclear material to be used therein;

Whereas the Board of Governors of the Agency (hereinafter referred to as "the Board") acceded to that request on 22 February 1989;

Now therefore the Government of Algeria and the Agency hereby agree as follows:

DEFINITIONS

*Section I.* For the purposes of this Agreement:

- (a) "Safeguards Document" means Agency document INFCIRC/66/Rev.2;
- (b) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39;
- (c) "Recommendations for the physical protection of nuclear material" means the recommendations contained in Agency document INFCIRC/225/Rev.1 as updated from time to time;
- (d) "The Research Reactor" means the 1MW thermal training reactor for the High Commission of Research in Algeria;
- (e) "Nuclear facility" means:
  - (i) Principal nuclear facility as defined in paragraph 78 of the Safeguards Document, as well as a critical facility or a separate storage installation; or
  - (ii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;
- (f) "Nuclear material" means source material or special fissionable material as defined in Article XX of the Statute of the Agency;
- (g) "Effective kilogram" means:
  - (i) In the case of plutonium, its weight in kilograms;

<sup>1</sup> Came into force provisionally on 23 February 1989 by signature, in accordance with section 28.

<sup>2</sup> United Nations, *Treaty Series*, vol. 276, p. 3; vol. 471, p. 334, and vol. 1082, p. 290.

- (ii) In the case of uranium with an enrichment of 0.01 (1%) and above, its weight in kilograms multiplied by the square of its enrichment;
  - (iii) In the case of uranium with an enrichment below 0.01 (1%) and above 0.005 (0.5%), its weight in kilograms multiplied by 0.0001; and
  - (iv) In the case of depleted uranium with an enrichment of 0.005 (0.5%) or below, and in the case of thorium its weight in kilograms multiplied by 0.00005;
- (h) "Produced, processed or used" means any utilization or any alteration of the physical or chemical form or composition including any change of the isotopic composition, of the nuclear material.

#### UNDERTAKINGS BY THE GOVERNMENT OF ALGERIA AND BY THE AGENCY

*Section 2.* The Government of Algeria undertakes that none of the following items shall be used for the manufacture of nuclear explosive devices or to further any military purpose:

- (a) The Research Reactor;
- (b) Any nuclear material transferred into the jurisdiction of the Republic of Algeria from Argentina for use in the Research Reactor;
- (c) Any nuclear material, including subsequent generations of special fissionable material, produced, processed or used in or by the use of the Research Reactor or in or by the use of any other item as long as such item is required to be in the Inventory;
- (d) Any other item required to be listed in the Inventory referred to in Section 8.

*Section 3.* The Government of Algeria undertakes to accept Agency safeguards as provided for in this Agreement on the items referred to in Section 2, to facilitate the application of safeguards by the Agency and to co-operate with the Agency to that end.

*Section 4.* The Agency undertakes to apply safeguards as provided for in this Agreement to the items referred to in Section 2 so as to ensure, as far as it is able, that no such item is used for the manufacture of nuclear explosive devices or to further any military purpose.

*Section 5.* The Government of Algeria and the Agency shall hold consultations at any time at the request of either party to ensure the effective implementation of this Agreement; for this purpose each shall provide the other with such information as may be necessary for the other to carry out its obligations under this Agreement.

#### SAFEGUARDS PRINCIPLES

*Section 6.* In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 to 14 of the Safeguards Document.

#### SAFEGUARDS PROCEDURES AND SUBSIDIARY ARRANGEMENTS

*Section 7.* (a) The safeguards procedures to be applied by the Agency are those specified in the Safeguards Document.

(b) The Agency shall make Subsidiary Arrangements with the Government of Algeria concerning the implementation of safeguards procedures which shall specify, in detail, to the extent necessary for the Agency to be able to fulfil its obligations in an effective and efficient manner, the way in which the procedures set forth in this Agreement are to be applied. In addition, the Subsidiary Arrangements shall include any containment and surveillance measures which may be required for the effective application of safeguards. They may include other additional procedures resulting from technological developments, the reliability of which has been tested. The Subsidiary Arrangements shall enter into force as soon as possible and in time to enable the Agency to fulfil its obligations under this Agreement. Both parties shall make every effort to achieve such entry into force within ninety days of the entry into force of this Agreement.

(c) The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make an inspection, and if necessary and after consultations a further inspection or inspections, as referred to in paragraph 51 of the Safeguards Document.

#### INVENTORY

*Section 8.* The Agency shall establish and maintain an Inventory which shall be divided into three parts. The following items shall be listed in the Inventory upon receipt of the relevant notification or report provided for in Section 10:

(a) Main Part:

- (i) The Research Reactor;
- (ii) Any nuclear material transferred into the jurisdiction of the Government of Algeria from Argentina for use in the Research Reactor;
- (iii) Any nuclear material, including subsequent generations of special fissionable material, produced, processed or used in or by the use of the Research Reactor, or in or by the use of any other item as long as such item is required to be in the Inventory;
- (iv) Nuclear material that has been substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any nuclear material listed in (ii) and (iii) above.

(b) Subsidiary Part: any nuclear facility while it contains any nuclear material listed in the Main Part of the Inventory;

(c) Inactive Part: any nuclear material which should normally be listed in the Main Part of the Inventory but which does not appear there for one of the following reasons:

- (i) It is exempt from safeguards pursuant to Section 15 of this Agreement; or
- (ii) Safeguards thereon are suspended pursuant to Section 16 of this Agreement.

*Section 9.* The Agency shall provide an up-to-date copy of the Inventory to the Government of Algeria every twelve months and at such other times as the Government of Algeria may specify by notice to the Agency given not less than two weeks in advance. If so requested by Argentina, the Agency may provide Argentina with information concerning the Inventory. A copy of such information shall also be communicated to Algeria.

## NOTIFICATIONS AND REPORTS

*Section 10.* (a) The Government of Algeria shall notify the Agency of any transfers into its jurisdiction of nuclear material for use in the Research Reactor. Such notifications shall be made within thirty days of the receipt of the nuclear material in question.

(b) The Government of Algeria shall notify the Agency, by means of reports in accordance with the Safeguards Document and the Subsidiary Arrangements referred to in Section 7 (b), of any nuclear material produced, processed or used during the period covered by the report and referred to in Section 8 (a) (iii). Upon receipt by the Agency of the notification, such nuclear material shall be so listed in the Main Part of the Inventory. The Agency may verify the calculations of the amounts of such nuclear material. Appropriate adjustments in the amounts appearing in the Inventory shall be made by agreement between the Government of Algeria and the Agency.

(c) The Government of Algeria shall promptly notify the Agency of any nuclear facility which is required to be listed in the Subsidiary Part of the Inventory.

*Section 11.* The Agency shall, within thirty days of receiving a notification from the Government of Algeria pursuant to Section 10, inform the Government of Algeria that the items covered by the notification are listed in the Inventory.

## TRANSFERS

*Section 12.* The Government of Algeria shall notify the Agency of its intention to transfer any item listed in the Main Part of the Inventory to any nuclear facility within its jurisdiction which is not listed in the Inventory, and shall provide to the Agency, before such transfer is effected, sufficient information to enable it to determine whether it can apply safeguards to the items after transfer to such a facility. The necessary basis for the application of safeguards shall be settled in the Subsidiary Arrangements before the transfer of the item in question.

*Section 13.* The Government of Algeria shall notify the Agency of any intended transfer of any item listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of the Government of Algeria. The transfer of such item shall be effected in accordance with paragraph 28 of the Safeguards Document. Upon notification of the Government by the Agency of compliance with the said conditions and on receipt of the notification of transfer from the Government, the item in question shall be deleted from the Inventory.

*Section 14.* Notification made pursuant to Sections 10, 12 or 13 shall specify the nuclear and chemical composition, physical form, quantity, date of receipt or dispatch and location of the material, the identification of the consignor and consignee and all other essential information. In the case of a nuclear facility to be listed in the Subsidiary Part of the Inventory, the type and, when required, the capacity, of that facility and any other essential information shall be notified.

## EXEMPTION AND SUSPENSION OF SAFEGUARDS

*Section 15.* Nuclear material listed in the Main Part of the Inventory shall be exempted from safeguards under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document.

*Section 16.* The Agency shall suspend safeguards on nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document.

*Section 17.* Nuclear material which is exempted from safeguards pursuant to Section 15 and nuclear material on which safeguards have been suspended pursuant to Section 16 shall be deleted from the Main Part of the Inventory and shall be listed in the Inactive Part of the Inventory.

#### TERMINATION OF SAFEGUARDS

*Section 18.* The Agency shall terminate safeguards with respect to nuclear material under the conditions specified in paragraphs 26 and 27 of the Safeguards Document. Upon such termination the nuclear material affected shall be removed from the Inventory. The Research Reactor and any other facility listed in the Main Part of the Inventory shall be deleted from the Inventory and safeguards thereon shall be terminated after the Agency has determined that the Research Reactor or the facility is no longer usable for any nuclear activity relevant from the point of view of safeguards. The Agency shall, within thirty days of deleting an item from the Inventory pursuant to the terms of this Section, inform the Government of Algeria of the deletion.

#### AGENCY INSPECTORS

*Section 19.* The provisions of paragraphs 1 to 10, with the exception of paragraphs 9 (b), and 12 to 14, inclusive, of the Inspectors Document shall apply to Agency inspectors performing functions pursuant to this Agreement. However, if at any time, and in accordance with the table in paragraph 57 of the Safeguards Document, the Agency would have the right of access at all times to a nuclear facility or nuclear material in the Inventory referred to in Section 8 of this Agreement, paragraph 4 of the Inspectors Document would not apply to that nuclear facility or nuclear material. The actual procedures to implement paragraph 50 of the Safeguards Document in such a case shall be agreed between the parties and be added to and form part of the Subsidiary Arrangements before it is necessary for those procedures to be applied.

*Section 20.* The relevant provisions of the Agreement on the Privileges and Immunities of the Agency<sup>1</sup> shall apply to the Agency, its inspectors and to any property of the Agency used by them in performing their functions under this Agreement.

#### PHYSICAL PROTECTION

*Section 21.* The Government of Algeria shall take all measures necessary for the physical protection of items required to be listed in the Inventory, bearing in mind the Agency's recommendations for the physical protection of nuclear material. The Government of Algeria and the Agency may consult each other with regard to physical protection.

#### FINANCIAL PROVISIONS

*Section 22.* Expenses shall be borne as follows:

<sup>1</sup> United Nations, *Treaty Series*, vol. 374, p. 147.

(a) Subject to paragraph (b) of this Section, each party shall bear any expenses incurred in the implementation of its responsibilities under this Agreement;

(b) All special expenses incurred by the Government of Algeria or by 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 of Algeria notifies the Agency before the expenses are incurred that reimbursement will be required.

Nothing in this Section shall prejudice the allocation of expenses which are reasonably attributable to a failure by either party to comply with this Agreement.

*Section 23.* The Government of Algeria shall ensure that any protection against third party liability, including any insurance or other financial security, in respect of nuclear incidents occurring in nuclear facilities 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 Algeria.

#### NON-COMPLIANCE

*Section 24. (a)* In the event of any non-compliance by Algeria with this Agreement, the Agency may take the measures set forth in Article XII.C of the Statute.

(b) The Agency shall promptly notify the Government of Algeria of any decision by the Board in connection with this Section.

#### SETTLEMENT OF DISPUTES

*Section 25.* Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or another procedure agreed to by the Government of Algeria and the Agency shall, on the request of either the Government of Algeria or the Agency, be submitted to an arbitral tribunal composed as follows: the Government of Algeria and the Agency shall each designate one arbitrator and the two arbitrators so designated shall elect a third who shall be the Chairman. If within thirty days of the request for arbitration either the Government of Algeria or the Agency has not designated an arbitrator, the Government of Algeria or the Agency may request the Secretary-General of the United Nations to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by a majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Government of Algeria and the Agency, shall be binding on the Government of Algeria and the Agency. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

*Section 26.* Decisions of the Board concerning the implementation of this Agreement except such as relate only to Sections 21, 22 and 23 of this Agreement shall, if they so provide, be given effect immediately by the Parties pending the final settlement of any dispute.

## FINAL CLAUSES

*Section 27.* The Parties shall, at the request of either of them, consult about amending this Agreement. If the Board decides to make any change in the Safeguards Document or in the Inspectors Document, this Agreement shall be amended, if the Parties so agree, to take account of such changes.

*Section 28.* This Agreement shall enter into force provisionally upon signature by the authorized representative of the Government of Algeria and by or for the Director General of the Agency and definitively on the date on which the Agency receives from the Government of Algeria written notification that the statutory and constitutional requirements of the Government of Algeria for the entry into force have been met. It shall remain in force until safeguards have been terminated, in accordance with its provisions, on all nuclear material, including subsequent generations of produced special fissionable material, subject to safeguards under this Agreement and on all other items referred to in Section 2.

DONE at Vienna, on the twenty-third day of February, one thousand nine hundred and eighty-nine, in duplicate, in the Arabic, French and English languages, all three texts being equally authentic.

For the Government  
of the Democratic People's Republic  
of Algeria:

[*Signed*]

CHÉRIF HADJ-SLIMANE

For the International Atomic  
Energy Agency:

[*Signed*]

HANS BLIX