



International Atomic Energy Agency

INFORMATION CIRCULAR

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THE TEXTS OF THE INSTRUMENTS CONCERNING THE AGENCY'S ASSISTANCE TO TURKEY FOR THE CONTINUATION OF A RESEARCH REACTOR PROJECT

1. The texts [1] of the Title Transfer Agreement between the Agency and the Governments of Turkey and the United States of America, and of the Project Agreement between the Agency and the Government of Turkey concerning the Agency's assistance to that Government for the continuation of a research reactor project, are reproduced herein for the information of all Members.
2. The Agreements entered into force on 17 May 1974, pursuant to Articles IV and IX respectively.

[1] The footnotes to the texts have been added in the present information circular.

I. TITLE TRANSFER AGREEMENT

CONTRACT FOR THE TRANSFER OF TITLE TO ENRICHED
URANIUM FOR A SUB-CRITICAL ASSEMBLY

WHEREAS the Government of Turkey (hereinafter called "Turkey") has leased from the Government of the United States of America (hereinafter called the "United States") certain enriched uranium for use in the sub-critical assembly at the Çekmece Nuclear Research and Training Centre near Istanbul (hereinafter called the "assembly");

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the United States on 11 May 1959 concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement") [2], under which the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material;

WHEREAS Turkey, desiring to obtain title to the enriched uranium previously leased to it for the operation of the assembly as a project for research on, and the practical application of, atomic energy for peaceful purposes, has requested the Agency to assist it in acquiring title to such uranium;

WHEREAS, in order to assist and encourage research on peaceful uses or for medical therapy, the United States has, in each calendar year, offered to distribute to the Agency, free of charge, special fissionable material of a value of up to US \$50 000 at the time of transfer, to be supplied from the amounts specified in Article II. A of the Co-operation Agreement;

WHEREAS the United States has found the project to which this Contract relates eligible under the gift offer for calendar year 1973 to the extent of US \$6767;

WHEREAS Turkey and the United States have concluded an amendment to their lease agreement under which the special nuclear materials lease account established by the United States for Turkey will be credited with the value or worth of the nuclear material title to which is to be transferred hereunder; and

WHEREAS the Board of Governors of the Agency approved the project on 13 June 1973 and the Agency and Turkey are this day concluding an agreement relating to the project [3];

NOW, THEREFORE, the Agency, the Turkish Atomic Energy Commission, acting on behalf of Turkey, and the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the United States, hereby agree as follows:

ARTICLE I

Transfer of title to enriched uranium

Section 1. Subject to the provisions of the Co-operation Agreement, the Commission shall transfer without charge to the Agency, the Agency shall accept from the Commission and retransfer without charge to Turkey, and Turkey shall accept from the Agency title to approximately 104 kilograms of uranium enriched to 1.143% by weight in the isotope uranium-235 (hereinafter called the "supplied material"), having a value, in accordance with the Commission's published charges in effect on 21 December 1973, of US \$6767 approximately, which material constitutes the enriched uranium

[2] Reproduced in document INFCIRC/5, part III, as amended by the agreement reproduced in document INFCIRC/5/Mod.1.

[3] Part II of this document.

leased by the Commission to Turkey for the assembly under Contract Number TY/ML/3 and is at present located at the Çekmece Nuclear Research and Training Centre near Istanbul, Turkey.

Section 2. Title to the supplied material shall vest in the Agency upon entry into force of this Contract and shall thereafter immediately and automatically vest in Turkey.

ARTICLE II

Responsibility

Section 3. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards Turkey or any person claiming through Turkey for the safe handling and the use of the supplied material.

Section 4. Neither the United States, nor the Commission, nor any person acting on behalf of the Commission shall bear any responsibility for the safe handling and the use of the supplied material.

ARTICLE III

Officials not to benefit

Section 5. No Member of the Congress of the United States of America or Resident Commissioner of the United States of America shall be admitted to or share any part of this Contract or any benefit that may arise therefrom.

ARTICLE IV

Entry into force

Section 6. This Contract shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and Turkey.

DONE in Vienna, on the seventeenth day of May 1974, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Yuri Chernilin

For the TURKISH ATOMIC ENERGY COMMISSION on behalf of the
GOVERNMENT OF TURKEY:

(signed) Danis Tunaligil

For the UNITED STATES ATOMIC ENERGY COMMISSION on behalf of the
GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) Dwight J. Porter

II. PROJECT AGREEMENT

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND
THE GOVERNMENT OF TURKEY FOR ASSISTANCE BY THE AGENCY TO
TURKEY IN CONTINUING A SUB-CRITICAL ASSEMBLY PROJECT

WHEREAS the Government of Turkey (hereinafter called "Turkey"), desiring to continue a project for research on, and development and practical application of, atomic energy for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing the special fissionable material necessary for this purpose;

WHEREAS the Board of Governors of the Agency approved the project on 13 June 1973;

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959 concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement") [2], under which the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material; and

WHEREAS the Agency, Turkey and the United States Atomic Energy Commission, acting on behalf of the United States, are this day concluding a contract for the transfer of title to enriched uranium for a sub-critical assembly in Turkey (hereinafter called the "Supply Agreement") [4];

NOW, THEREFORE, the Agency and Turkey hereby agree as follows:

ARTICLE I

Definition of the Project

The project to which this Agreement relates is the continued operation of a sub-critical assembly (hereinafter called the "assembly"), owned and operated by the Turkish Atomic Energy Commission at the Çekmece Nuclear Research and Training Centre near Istanbul.

ARTICLE II

Supply of Special Fissionable Material

The Agency hereby allocates to the project defined in Article I, and provides to Turkey, enriched uranium (hereinafter called the "supplied material") pursuant to the terms of the Supply Agreement, which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and Turkey.

ARTICLE III

Agency Safeguards

1. Turkey undertakes that the assembly and the supplied material, and any special fissionable material produced by their use, as well as any other material or facility while listed in the Inventory established pursuant to Annex A, shall not be used in such a way as to further any military purpose.

[4] Part I of this document.

2. It is specified that the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute are relevant to the project and shall be implemented in accordance with Annex A to this Agreement.

ARTICLE IV

Health and Safety Measures

The health and safety measures specified in Annex B shall apply to the project.

ARTICLE V

Agency Inspectors

1. The provisions set forth in the Annex to Agency document GC(V)/INF/39 (which Annex is hereinafter called 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 for implementing paragraph 50 of Agency document INFCIRC/66/Rev. 2 (hereinafter called the "Safeguards Document") shall be agreed by the Agency and Turkey in an agreement supplementing this Agreement, before such facility or material is listed in the Inventory.

2. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency [5] shall apply to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement.

3. Turkey 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 Turkey.

ARTICLE VI

Information and Rights to Inventions and Discoveries

1. In conformity with paragraph B of Article VIII of the Statute of the Agency, Turkey shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

2. In view of its degree of participation, the Agency claims no rights in any inventions or discoveries arising from the execution of the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

ARTICLE VII

Languages

All reports and other information required for the application of this Agreement shall be submitted to the Agency in one of the working languages of the Board of Governors of the Agency.

[5] INFCIRC/9/Rev. 2.

ARTICLE VIII

Settlement of Disputes

1. Any dispute arising out of the interpretation or application of this Agreement, which is not settled by negotiation or as may otherwise be agreed, shall at the request of either Party be submitted to an arbitral tribunal composed as follows: both Parties shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty (30) days of the request for arbitration either Party has not designated an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty (30) 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 require the concurrence of two arbitrators. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on both Parties. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

2. Decisions of the Board of Governors of the Agency concerning the implementation of Article III, IV or V shall, if they so provide, be given effect immediately by the Agency and Turkey pending the final settlement of any dispute.

ARTICLE IX

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 Turkey.

DONE in Vienna, on the seventeenth day of May 1974, in duplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Yuri Chernilin

For the GOVERNMENT OF TURKEY:

(signed) Danis Tunaligil

ANNEX A

AGENCY SAFEGUARDS

A. Inventory of Items Subject to Safeguards

1. The Agency shall establish, in accordance with paragraph 2 below, an inventory (hereinafter called the "Inventory") of all nuclear material and facilities subject to safeguards under this Agreement. The Inventory shall be maintained on the basis of the reports received from Turkey pursuant to the procedures provided for in paragraph 6 below and of other decisions, determinations and arrangements made pursuant to this Annex. Nuclear material referred to in sub-paragraph 2(a)(ii) below shall be considered as being listed in the Inventory from the time that it is produced, processed or used within the meaning of that sub-paragraph. The Agency shall send copies of the Inventory to Turkey every twelve months and also at any other times specified by Turkey in a request communicated to the Agency at least two weeks in advance.

2. The following nuclear material and facilities shall be listed in the indicated parts of the Inventory:

(a) Main Part:

- (i) The assembly and the supplied material, and nuclear material substituted in accordance with paragraph 25 or 26(d) of the Safeguards Document for any nuclear material listed in accordance with this sub-paragraph;
- (ii) Nuclear material that is being or has been produced, processed or used in the assembly or produced in or by the use of any nuclear material listed in the main part of the Inventory, and nuclear material substituted in accordance with paragraph 25 or 26(d) of the Safeguards Document for any nuclear material listed in accordance with this sub-paragraph.

(b) Subsidiary Part: Any facility while it contains any nuclear 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;
- (ii) Nuclear material with regard to which safeguards have been suspended pursuant to paragraph 3 below.

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. 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 and may make arrangements with Turkey to terminate safeguards pursuant to paragraph 27. 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 9-14 of the Safeguards Document.
6. The procedures for the application of safeguards by the Agency under this Agreement shall be those set forth in Part III of the Safeguards Document. The Agency shall make arrangements with Turkey concerning the detailed implementation of those procedures.
7. The application of safeguards to nuclear material and facilities under this Agreement shall be suspended to the extent that safeguards are applied to such material and facilities pursuant to the Agreement between the Agency, Turkey and the United States for the Application of Safeguards, signed on 30 September 1968 and which entered into force on 5 June 1969. [6].
8. 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 Document.
9. Turkey 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. Nuclear material listed in the main part of the Inventory may only be transferred beyond the jurisdiction of Turkey in accordance with the provisions of paragraph 28 of the Safeguards Document. The assembly may only be so transferred in accordance with such provisions, mutatis mutandis. If any material or the assembly is transferred in accordance with this paragraph, it shall thereupon be removed from the Inventory.
11. If the Board of Governors of the Agency determines that there has been any non-compliance with this Agreement, the Board shall call upon Turkey to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If Turkey 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.

C. Interpretation and Amendment

12. This Annex shall be interpreted in the light of the Agency's safeguards system, as set forth in the Safeguards and Inspectors Documents.
13. If the Board of Governors of the Agency decides to make any change in the Safeguards or Inspectors Documents, this Agreement shall be amended, at the request of Turkey, to take account of such change.

[6] INFCIRC/123.

ANNEX B

HEALTH AND SAFETY MEASURES

1. The health and safety measures applicable to the project shall be those set forth in Agency document INFCIRC/18 (hereinafter called the "Health and Safety Document"), as specified below.
2. Turkey shall apply the Agency's Basic Safety Standards [7] and relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials [8], as these Standards and Regulations are revised from time to time, and shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice [9].
3. Turkey shall arrange for the submission to the Agency, prior to carrying out any of the operations described below, of a detailed health hazards report containing the information specified in paragraph 29 of the Health and Safety Document, with particular reference to such operations and to the storage of the supplied material, to the extent that such information is relevant and not yet available to the Agency:
 - (a) Handling of the supplied material;
 - (b) Loading of fuel into the assembly;
 - (c) Start-up and pre-operational testing of the assembly with the supplied material;
 - (d) Experimental programme and procedures involving the assembly;
 - (e) Unloading of fuel from the assembly;
 - (f) Handling and storage of fuel after unloading.

These operations shall not take place until the Agency has determined that the safety measures, as described in the report, are acceptable. The Agency may require further safety measures in accordance with paragraph 30 of the Health and Safety Document. Should Turkey desire to make substantial modifications to the procedures with respect to which information has been submitted, or to perform any operations with the assembly (including finally closing it down) or with the supplied material as to which operations no such information has been submitted, it shall submit to the Agency all relevant information as specified in paragraph 29 of the Health and Safety Document in sufficient time to enable the Agency to perform its task in accordance with paragraph 30 of the Document before such modified procedures or additional operations are carried out.

4. Turkey shall arrange for the submission of the reports specified in paragraph 25 of the Health and Safety Document, the first report to be submitted not later than twelve months after the entry into force of this Agreement. In addition, the reports specified in paragraphs 26 and 27 of the Document shall be submitted.
 5. The Agency may inspect the assembly, in accordance with paragraphs 33 to 35 of the Health and Safety Document, at the time of initial start-up with the supplied material, once during the first year of operation, and thereafter not more than once a year, provided that special inspections may be carried out in the circumstances specified in paragraph 32 of the Document.
 6. Changes may be made to the safety standards and measures laid down in this Annex, in accordance with paragraphs 38 and 39 of the Health and Safety Document.
- [7] Safety Series No. 9, 1967 Edition (STI/PUB/147).
 - [8] Ibid., No. 6, 1973 Revised Edition (STI/PUB/323).
 - [9] Ibid., No. 35, Safe Operation of Critical Assemblies and Research Reactors, 1971 Edition (STI/PUB/225).