



International Atomic Energy Agency

INFORMATION CIRCULAR

INFCIRC/221
23 July 1975

GENERAL Distr.

Original: SPANISH

THE TEXT OF AN AGREEMENT BETWEEN THE AGENCY AND SPAIN
RELATING TO THE APPLICATION OF SAFEGUARDS TO A
QUANTITY OF ENRICHED URANIUM

1. The text [1] of an agreement between the Agency and Spain relating to the application of safeguards to a quantity of enriched uranium is reproduced in this document for the information of all Members.
2. The agreement entered into force on 18 June 1975, pursuant to Section 24.

[1] The footnote to the text has been added in the present information circular.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENT OF SPAIN FOR THE
APPLICATION OF SAFEGUARDS

WHEREAS the International Atomic Energy Agency (hereinafter referred to as "the Agency") is authorized by its Statute 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 Spain (hereinafter referred to as "Spain") has requested the Agency to apply its safeguards system with regard to nuclear material provided to Spain by the Government of the Union of Soviet Socialist Republics (hereinafter referred to as "the Soviet Union");

WHEREAS the Board of Governors of the Agency (hereinafter referred to as "the Board") has acceded to that request on 25 February 1975;

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

Definitions

Section 1. For the purpose of this Agreement:

- (a) "Effective kilograms" means:
 - (a) In the case of plutonium, its weight in kilograms;
 - (b) 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;
 - (c) 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
 - (d) 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;
- (b) "Inspectors Document" shall mean the Annex to Agency document GC(V)/INF/39;
- (c) "Nuclear material" shall mean any source or special fissionable material as defined in Article XX of the Statute;
- (d) "Nuclear facility" shall mean
 - (a) a principal nuclear facility as defined in paragraph 78 of the Safeguards Document, as well as a critical facility or a separate storage installation;
or
 - (b) any location where nuclear material in amounts greater than one effective kilogram is customarily used;
- (e) "Safeguards Document" shall mean Agency document INFCIRC/66/Rev.2.

Undertakings by Spain and the Agency

Section 2. Spain undertakes that the nuclear material supplied by the Soviet Union and any other nuclear material required to be listed in the Inventory, as well as any special fissionable material produced in or by the use of such nuclear material, including subsequent generations of such special fissionable material, shall not be used in such a way as to further any military purpose.

Section 3. The Agency undertakes to apply its safeguards system in accordance with this Agreement to the nuclear material supplied by the Soviet Union and any other nuclear material listed in the Inventory, as well as any special fissionable material produced in or by the use of such nuclear material, including future generations of such special fissionable material, to ensure as far as it is able that the nuclear material shall not be used in such a way as to further any military purpose.

Section 4. Spain undertakes to facilitate the application of safeguards by the Agency and to co-operate with the Agency to that end.

Inventory

Section 5. The Agency shall establish and maintain an Inventory of all nuclear material subject to safeguards under this Agreement on the basis of the notifications and reports received and of any other arrangements made pursuant to this Agreement. The Inventory shall be divided into three parts.

(a) Main Part:

- (i) Nuclear material supplied by the Soviet Union;
- (ii) Any other nuclear material the transfer of which has been notified to the Agency pursuant to Section 6(a)(ii);
- (iii) Special fissionable material produced in or by the use of any of the nuclear material listed in the Main Part of the Inventory;
- (iv) Nuclear material processed or used in or in connection with any of the nuclear material listed in the Main Part of the Inventory;
- (v) Nuclear material that has been substituted in accordance with paragraph 25 or 26(d) of the Safeguards Document for any material listed in (i) to (iv) above;

(b) Subsidiary Part:

Any nuclear facility while it processes, contains, uses or fabricates any nuclear material listed in the Main Part of the Inventory;

(c) Inactive Part:

Nuclear material which has been exempted from safeguards and nuclear material with regard to which safeguards have been suspended pursuant to Section 11.

The Agency shall send copies of the Inventory to Spain every twelve months and also at any other times specified by Spain in a request communicated to the Agency not less than two weeks in advance.

Notifications and Reports

Section 6.

- (a) Spain shall notify the Agency of
 - (i) The receipt of any nuclear material supplied by the Soviet Union within two weeks of its transfer into the jurisdiction of Spain;
 - (ii) The receipt from any other State of nuclear material which had been listed in the Main Part of the Inventory and which had been exported for conversion, fabrication or reprocessing and which is subsequently retransferred into the jurisdiction of Spain, within two weeks of such retransfer.
- (b) The notification of transfers may also be made jointly by Spain and the State providing the nuclear material. The Agency may obtain information from that State in connection with the implementation of this Agreement.
- (c) Transfers of nuclear materials in quantities not exceeding 0.1 effective kilograms may be notified at quarterly intervals.

Section 7. Spain shall notify the Agency, by means of reports in accordance with the Safeguards Document and the Subsidiary Arrangements provided for in Section 15 of any special fissionable material produced during the period covered by the report and required to be listed in the Inventory. Upon receipt by the Agency of the notification, such produced nuclear material shall be so listed. Appropriate adjustments in the amounts appearing in the Inventory may be made by agreement between Spain and the Agency, but pending such agreement the results of the Agency's verification shall be used.

Transfers of Nuclear Material

Section 8. Spain shall inform the Agency of its intention to transfer nuclear material listed in the Main Part of the Inventory to a facility or location within its jurisdiction which is not listed in the Inventory, and shall provide to the Agency sufficient information to enable it to determine whether, and under what conditions, it can apply safeguards to the nuclear material after transfer to such a facility or location. The nuclear material shall not be transferred until all the necessary arrangements with the Agency to this end have been concluded.

Section 9. Spain shall notify the Agency of any intended transfer of nuclear material listed in the Main Part of the Inventory to a recipient which is not under the jurisdiction of Spain. Such nuclear material may be transferred only in accordance with paragraph 28(a), (b) or (c) of the Safeguards Document. Upon transfer the nuclear material in question shall be removed from the Inventory.

Contents of Notifications and Reports

Section 10. The notifications and reports made pursuant to Sections 6 to 9 shall specify, as provided for in the Subsidiary Arrangements, the nuclear and chemical composition, the physical form and the quantity of the nuclear material, the date of receipt, the location, the identification of the consignor and consignee and any other relevant information. In respect of any nuclear facility to be listed in the Subsidiary Part of the Inventory the type and capacity and any other relevant information shall be notified.

Exemption and Suspension

Section 11. The Agency shall exempt nuclear material from safeguards under the conditions specified in paragraphs 21, 22 or 23, and shall suspend safeguards with regard to nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document. Upon such exemption or suspension the nuclear material affected shall be transferred from the Main to the Inactive Part of the Inventory.

Termination

Section 12. The Agency shall terminate safeguards with respect to nuclear material under the conditions specified in paragraph 26(a), (c) and (d) or 27 of the Safeguards Document. Upon such termination the nuclear material affected shall be removed from the Inventory.

Safeguards Procedures

Section 13. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 to 14 of the Safeguards Document.

Section 14. The procedures to be followed in the application of safeguards by the Agency under this Agreement shall be those set forth in Part III and Annexes I and II of the Safeguards Document, as far as relevant.

Subsidiary Arrangements

Section 15. Spain and the Agency shall make Subsidiary Arrangements which shall specify in detail, to the extent necessary to permit the Agency to fulfil its responsibilities under this Agreement in an effective and efficient manner, how the procedures of this Agreement, including the provisions of paragraph 50 of the Safeguards Document, shall be applied. The Subsidiary Arrangements shall enter into force at least six months before the first transfer of nuclear material subject to safeguards under this Agreement takes place.

Section 16. The provisions of paragraphs 1 to 9 and 12 to 14 of the Inspectors Document shall apply to Agency inspectors performing functions pursuant to this Agreement. However, paragraph 4 of the Inspectors Document shall not apply in respect of any nuclear facility or nuclear material to which the Agency has access at all times.

Section 17. With respect to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement, Spain shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency.[2]

Financial Provisions

Section 18. Expenses shall be borne as follows:

- (a) Subject to sub-section (b) below, Spain and the Agency shall each bear any expenses incurred in the implementation of their responsibilities under this Agreement;
- (b) All special expenses incurred by Spain or persons under its jurisdiction at the written request of the Agency, its inspectors or other officials shall be reimbursed by the Agency if Spain notifies the Agency before the expense is incurred that reimbursement will be required.

[2] INFCIRC/9/Rev.2.

These provisions shall not prejudice the allocation of expenses which are reasonably attributable to a failure by either Spain or the Agency to comply with this Agreement.

Section 19. Spain 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 Spain.

Non-compliance

Section 20. If the Board determines, in accordance with Article XII.C of the Statute, that there has been any non-compliance with this Agreement, the Board shall call upon Spain to remedy such non-compliance forthwith, and shall make such reports as the Board deems appropriate. In the event of failure by Spain to take fully corrective action within a reasonable time the Board may take any other measures provided for in Article XII.C of the Statute. The Agency shall promptly notify Spain in the event of any determination by the Board pursuant to this Section.

Settlement of Disputes

Section 21. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or another procedure agreed to by Spain and the Agency, shall on the request of either Spain or the Agency be submitted to an arbitral tribunal composed as follows: Spain 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 Spain or the Agency has not designated an arbitrator, Spain or the Agency may request the President of the International Court of Justice 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 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 Spain and the Agency, shall be binding on Spain 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 22. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Sections 18 and 19, shall, if they so provide, be given effect immediately by Spain and the Agency pending the final settlement of any dispute.

Amendments, Entry into Force and Duration

Section 23. Spain and the Agency shall, at the request of either of them, consult about amending this Agreement. If the Board decides to make any change in the Safeguards or the Inspectors Document, this Agreement shall be amended, if Spain so requests, to take account of such change.

Section 24. This Agreement shall enter into force upon signature by or for the Director General of the Agency and the authorized representative of Spain. It shall remain in force until safeguards on all nuclear material supplied by the Soviet Union and any other nuclear material listed in the Main Part of the Inventory, as well as any special fissionable material produced in or by the use of such material, including subsequent generations of such special fissionable material, have been terminated in accordance with this Agreement.

DONE in Vienna on the 18th day of June 1975 in duplicate in the Spanish language.

For the GOVERNMENT OF SPAIN:

(signed) Laureano López Rodó

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund