



International Atomic Energy Agency

INFORMATION CIRCULAR

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THE TEXTS OF THE INSTRUMENTS CONCERNING THE
AGENCY'S ASSISTANCE TO ROMANIA FOR THE
ESTABLISHMENT OF A RESEARCH REACTOR PROJECT

A Fourth Supply Agreement

1. As a sequel to the assistance which the Agency has provided to the Government of Romania in connection with a research reactor project^{1/}, the Agency and the Governments of Romania and the United States of America, on 14 June 1991, concluded a Fourth Supply Agreement.
2. The text of that Agreement, which was approved by the Board of Governors on 14 June 1991, is reproduced herein for the information of all Members.^{2/}
3. The Agreement entered into force on 14 June 1991, pursuant to Article VI.

^{1/} Pursuant to the agreements reproduced in documents INFCIRC/206, INFCIRC/206/Add.1 and 2 and INFCIRC/206/Mod.2.

^{2/} The footnotes to the text have been added in the present information circular.

FOURTH SUPPLY AGREEMENT

AGREEMENT FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN ROMANIA

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of Romania (hereinafter called "Romania") on 30 March 1973 signed an Agreement (hereinafter called the "Project Agreement")^{3/} for assistance by the Agency to Romania in establishing a project consisting of the dual-core TRIGA training and research reactor (hereinafter called the "reactor") at the Institute of Nuclear Technology at Pitesti, Romania, and in securing the special fissionable material necessary therefor;

WHEREAS pursuant to the Supply Agreement concluded on 30 March 1973 between the Agency, Romania and the Government of the United States of America (hereinafter called the "United States"), as amended, supplies of enriched uranium were to be delivered to Romania in connection with the project;

WHEREAS the Agency and Romania on 15 July 1975 concluded the Second Supply Agreement^{4/} relating to an additional supply of approximately 16 710 grams of uranium enriched to approximately 93 per cent by weight in the isotope uranium-235 (hereinafter called the "93 per cent enriched fuel material") and of approximately 20 grams of uranium enriched to approximately 93 per cent by weight in the isotope uranium-235 (hereinafter, and in the Second Supply Agreement, called the "indicator material").

WHEREAS the Agency, Romania and the United States on 15 June 1990 concluded an exchange of letters constituting the Third Supply Agreement^{5/} relating to an additional supply of enriched uranium for the reactor;

WHEREAS the Agency and Romania on 15 June 1990 concluded an exchange of letters constituting an agreement amending the Project Agreement (hereinafter called the "Amending Agreement");^{6/}

WHEREAS the steady-state core of the dual-core reactor is being converted from use of high-enriched fuel to use of low-enriched fuel;

^{3/} Reproduced in document INFCIRC/206/Part II.

^{4/} Reproduced in document INFCIRC/206/Add.1.

^{5/} Reproduced in document INFCIRC/206/Add.2.

^{6/} Reproduced in document INFCIRC/206/Mod.2.

WHEREAS Romania, in connection with the Project Agreement as amended by the Amending Agreement (hereinafter called the "Project Agreement as amended"), has requested the assistance of the Agency in securing from the United States the supply of low-enriched uranium in lieu of the 93 per cent enriched fuel material to be supplied under the Second Supply Agreement;

WHEREAS under the Agreement for Co-operation between the Agency and the United States,^{7/} concluded on 11 May 1959, as amended (hereinafter called the "Co-operation Agreement"), the United States undertook to make available to the Agency pursuant to the Statute certain quantities of special fissionable material, 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 Members of the Agency in connection with an Agency-assisted 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"); ^{8/}

WHEREAS the Board of Governors of the Agency on 14 June 1991 approved the assistance requested by Romania for the project; and

WHEREAS Romania has made arrangements with a manufacturer in the United States of America (hereinafter called "Manufacturer") for the fabrication of enriched uranium into fuel elements for the reactor;

NOW THEREFORE, the Agency, Romania and the United States hereby agree as follows:

ARTICLE I

Supply of Enriched Uranium

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Romania of approximately 102 000 grams of uranium enriched to approximately 20 per cent by weight in the isotope uranium-235 (hereinafter called the "supplied material").

^{7/} Reproduced in document INFCIRC/5, Part III.

^{8/} Reproduced in document INFCIRC/210.

2. The United States, subject to the provisions of the Co-operation Agreement including Section A of the Annex and the Master Agreement and to the issuance of any required licences or permits, shall transfer to the Agency and the Agency shall transfer to Romania the supplied material.

3. The particular terms and conditions for the transfer of the supplied material, including charges, a schedule of deliveries and shipping instructions, shall be specified in a Supplemental Contract to the Master Agreement (hereinafter called the "Supplemental Contract") to be concluded between the Agency, Romania and the United States in implementation of this Agreement. All arrangements for the export of the supplied material from the United States shall be the responsibility of Romania and the manufacturer. Prior to the export of any part of such material, Romania shall notify the Agency of the amount thereof and of the date, place and method of shipment.

4. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively by and remain at the Institute of Nuclear Technology, Pitesti, unless the Parties hereto otherwise agree.

5. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to the Parties hereto. Such materials shall not be further enriched unless the Parties amend this Agreement for that purpose.

6. Romania and the United States shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material.

ARTICLE II

Payment

1. Romania shall pay the manufacturer all charges for the supplied material received by Romania pursuant to Article I, including other charges connected therewith, in accordance with the provisions of the Supplemental Contract.

2. In extending their assistance for the project neither the Agency nor the United States assumes any financial responsibility in connection with the transfer of the supplied material to Romania.

ARTICLE III

Obligations, responsibilities and warranties

Except as specified in this Agreement, neither the Agency nor the United States assumes any obligations or responsibilities insofar as the project is concerned. Without limiting the generality of the preceding sentence, neither the Agency nor the United States warrants the suitability or fitness of the supplied material for any particular use or application or shall at any time bear any responsibility towards Romania or any person for any claims arising out of the transport, handling and use of the supplied material.

ARTICLE IV

Amendment of the Project Agreement as amended

Section 3 of the Project Agreement as amended is hereby amended to include the supplied material transferred pursuant to this Agreement, under the definition of supplied material in Section 3 of the Project Agreement as amended.

ARTICLE V

Effect on the Second Supply Agreement and related instruments

It is hereby agreed that the present Agreement shall supersede the Second Supply Agreement and any Supplemental Contract concluded pursuant to that Agreement insofar as that Agreement or any such contract applies to the 93 per cent enriched fuel material.

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 representatives of Romania and the United States.

DONE in Vienna, on the 14 day of June 1991, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Hans Blix

For the GOVERNMENT OF ROMANIA:

(signed) Constantin Georgescu

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) Richard T. Kennedy