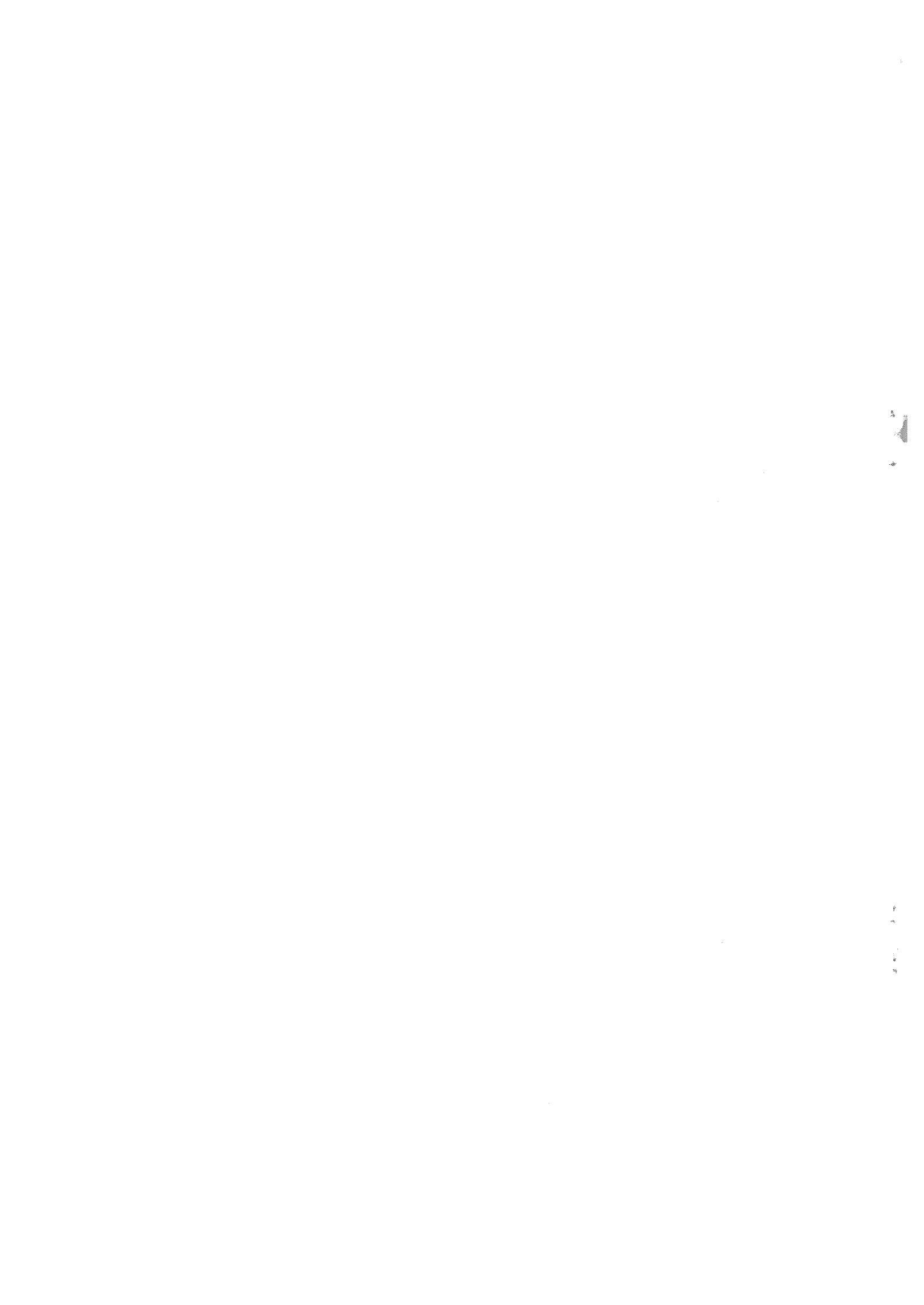


International Atomic Energy Agency

INFCIRC/37
15 February 1963
GENERAL Distr.
ENGLISH
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and FRENCH

THE TEXTS OF THE INSTRUMENTS CONNECTED WITH THE
AGENCY'S ASSISTANCE TO THE CONGO (LEOPOLDVILLE)
IN CONTINUING A RESEARCH REACTOR PROJECT

The texts of the Title Transfer Agreement between the Agency, the Government of Belgium and the Government of the Congo (Leopoldville), of the Supply Agreement between the Agency, the Government of the Congo and the Government of the United States of America, and of the Project Agreement between the Agency and the Government of the Congo in connection with the Agency's assistance to the Government of the Congo in continuing a research reactor project are reproduced in this document for the information of all Members of the Agency. These Agreements entered into force on 27 June 1962.



- (b) Any time within thirty days after the entry into force of this Agreement any party hereto may check the precise quantity and enrichment of the enriched uranium to which title is hereby transferred, provided that the entire cost of such verification (including the cost of any elements or counters destroyed) shall be borne by the party performing the verification.
- (c) Unless within sixty days after the entry into force of this Agreement any party hereto proposes a revision of the quantities or enrichments specified in section 2(a), these quantities and enrichments shall be considered to be those of the uranium transferred hereby. Should a revision be proposed to which all parties hereto do not agree within thirty days, any party may request that a determination of the disputed quantity or enrichment be made by a laboratory of the United States Atomic Energy Commission or by any other laboratory agreed upon by all the parties. Such laboratory may perform any tests or analyses that it may deem necessary, and all parties agree to facilitate its work in every way. The results of the determination by the laboratory shall be considered as final and binding on all parties. The costs of the determination by the laboratory shall be borne equally by the parties, provided that if the determination insisted on by any party or parties is confirmed by the laboratory, such party or parties shall not be obliged to bear any share of the costs.

Section 3. Except as provided in sections 2(b) and (c), neither the Agency nor the Congo shall be obliged to make any payment in connection with the transfer of title provided for by this Agreement.

Section 4.

- (a) Except in connection with any verification performed by it pursuant to section 2(b), the Agency shall have no responsibility towards Belgium or the Congo, or towards any person claiming through either of them, for the safe handling and the use of the material to which title is hereby transferred.
- (b) Except in connection with any verification performed by it pursuant to section 2(b), Belgium shall have no responsibility towards the Agency or the Congo, or towards any person claiming through either of them, for the safe handling and the use after the entry into force of this Agreement of the material to which title is hereby transferred.

Section 5. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the duly authorized representatives of Belgium and the Congo.

I. TITLE TRANSFER AGREEMENT

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY,
THE GOVERNMENT OF BELGIUM AND THE GOVERNMENT OF THE CONGO
(LEOPOLDVILLE) FOR THE TRANSFER OF TITLE TO ENRICHED URANIUM

WHEREAS the Government of Belgium (hereinafter called "Belgium") on 9 December 1958 purchased from the Government of the United States of America (hereinafter called the "United States") certain enriched uranium for use in the TRIGA Mark I research reactor at Lovanium University, Leopoldville (hereinafter called the "TRICO reactor");

WHEREAS Belgium has agreed to donate to the Government of the Congo (Leopoldville) (hereinafter called the "Congo") the enriched uranium it had purchased from the United States, and for this purpose to transfer without cost title to the enriched uranium to the Congo through the International Atomic Energy Agency (hereinafter called the "Agency");

WHEREAS the Congo, desiring to obtain title to the enriched uranium in the TRICO reactor to facilitate its continued operation as a project for research on atomic energy for peaceful purposes, has requested the Agency to assist it in, among other things, arranging for the transfer of such title to it;

WHEREAS the United States, which originally supplied the enriched uranium and authorized the export of the TRICO reactor, has this day informed Belgium and the Congo that it concurs in the proposed transfer of title to the enriched uranium from Belgium to the Congo through the intermediary of the Agency, it being understood that the said enriched uranium and the said reactor would thereafter be covered by a project arrangement between the Agency and the Congo and that the enriched uranium is to be considered part of the material to be made available by the United States to the Agency pursuant to Article II. A of the Agreement for Co-operation concluded between the Agency and the United States on 11 May 1959;

WHEREAS the Board of Governors of the Agency approved the project on 18 June 1962, and the Agency and the Congo are this day concluding an agreement for the provision by the Agency of the assistance requested by the Congo;

NOW THEREFORE the Agency, Belgium and the Congo hereby agree as follows:

Section 1. Upon the entry into force of this Agreement title to the enriched uranium contained in 55 fuel elements, one partial element and two fission counters, which elements and counters are at present in the possession of the Congo and located in the TRICO reactor and its associated facilities and were originally obtained by Belgium from the manufacturer of the TRICO reactor in the United States of America, shall automatically be transferred from Belgium to the Agency and thereafter immediately from the Agency to the Congo.

Section 2.

- (a) It is hereby specified that the quantities of enriched uranium originally obtained by Belgium from the United States for the TRICO reactor were the following:
- (i) 10,049.78 grams of uranium enriched to an average of 19.78% by weight in the isotope U^{235} , contained in the 55 fuel elements and the partial element;
 - (ii) 3.44 grams of uranium enriched to greater than 90% by weight in the isotope U^{235} , contained in the two fission counters.

DONE in triplicate in the French language in Vienna, this 27th day of June 1962.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF BELGIUM:

(signed) Victor Bernard

For the GOVERNMENT OF THE CONGO (LEOPOLDVILLE):

(signed) P. Mushiete

of the Supplier's or the manufacturer's determination of the enrichment by weight in the isotope U²³⁵ and of the quantity of enriched uranium contained in the fabricated fuel elements. This determination may be checked by the Agency, by the Congo and by the Commission by means of any review or analysis that any of them may deem appropriate, and shall be approved or revised by unanimous agreement of the parties. The quantity and enrichment shown in the agreed determination shall be considered to be the quantity and enrichment of the fuel material actually transferred under sections 1 and 2 and shall be used for the calculation of the payments to be made pursuant to Article II.

- (c) The Commission shall make available to the Supplier or to a properly licensed fabricator, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the indicator material, subject to such terms, charges and licences as the Commission may require.
- (d) The precise quantity and enrichment of indicator material in the fission counters shall be determined by the Supplier or the fabricator, and the Congo shall cause the Supplier to submit to the Agency and to the Commission a written certification of the Supplier's or the fabricator's determination of the enrichment by weight in the isotope U²³⁵ and of the quantity of enriched uranium contained in the fission counters. This determination shall be accepted as conclusive by the parties.
- (e) Upon completion of the fabrication and the preparation for shipment of the fuel material and of the indicator material, and upon agreement with respect to the determination concerning the fuel material and receipt by the parties of the determination concerning the indicator material, the Congo, at the request and on behalf of the Agency, shall arrange for a transporter who, after thirty days' written notice to the Commission and subject to such terms, charges and licences as the Commission may require, shall transport and deliver the fuel material and the indicator material to the port of export at New York or San Francisco. The Commission, at the request of the Agency, shall thereupon transfer possession to the Agency or, at the Agency's request and on its behalf, to the Congo at such port of export and authorize the export of such materials. The Agency or, at the Agency's request and on its behalf, the Congo shall make arrangements for domestic and overseas transportation and delivery and for storing such materials, as well as for physically handling them, and shall pay all costs in connection therewith, including cost of containers and packaging. The Agency or, at the Agency's request and on its behalf, the Congo shall accept possession of such materials at such port of export and shall sign an appropriate written receipt therefor.
- (f) Title to the fuel material and to the indicator material shall vest in the Agency at the time they leave the jurisdiction of the United States of America and shall thereafter immediately and automatically vest in the Congo.
- (g) If the parties agree, the transactions relating to the fuel material, as detailed in Articles I and II, may be carried out independently of those relating to the indicator material.

ARTICLE II

Payment

Section 4. The Agency shall send an invoice to the Congo at or subsequent to the time the parties have agreed with respect to the determination pursuant to section 3(b) and have received the determination pursuant to section 3(d). Within thirty days from the date of this invoice the Congo shall pay to the Agency in United States currency a sum equal to that which the Agency will be obliged to pay to the Commission pursuant to section 5. If the Agency does not receive payment within thirty days after the date of invoice, it is entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

II. SUPPLY AGREEMENT

CONTRACT FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR

WHEREAS the Government of the Congo (Léopoldville) (hereinafter called the "Congo"), desiring to continue an existing project consisting of a research reactor for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing, among other things, the supplementary special fissionable material necessary for this purpose;

WHEREAS the Board of Governors of the Agency has approved the project on 18 June 1962, and the Agency and the Congo are this day concluding an agreement for the provision by the Agency of the assistance requested by the Congo;

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"), under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency certain quantities of special fissionable material;

WHEREAS the Congo is making arrangements with a supplier in the United States of America (hereinafter called the "Supplier") for the supply of fuel elements containing enriched uranium for the reactor and for the provision therefor of fission counters containing enriched uranium;

NOW THEREFORE the Agency, the Congo 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 Enriched Uranium

Section 1. Subject to the provisions of the Co-operation Agreement, the Commission shall transfer to the Agency and the Agency shall accept from the Commission:

- (a) Up to 1000 grams of uranium enriched to approximately 20% by weight in the isotope U²³⁵ (hereinafter called the "fuel material"), the precise quantities to be determined pursuant to section 3(b) of this Contract, contained in up to five supplementary fuel elements for a 50-kilowatt TRIGA Mark I research reactor (hereinafter called the "TRICO reactor");
- (b) Up to 5.5 grams uranium enriched to greater than 90% by weight in the isotope U²³⁵ (hereinafter called the "indicator material"), the precise quantities to be determined pursuant to section 3(d) of this Contract, contained in up to three fission counters for the TRICO reactor.

Section 2. The Agency shall transfer to the Congo and the Congo shall accept from the Agency the fuel material and the indicator material.

Section 3. The conditions of the transfer of the fuel material and the indicator material shall be as follows:

- (a) The Commission shall make available to the Supplier or to a properly licensed manufacturer, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the fuel material, subject to such terms, charges and licences as the Commission may require.
- (b) The precise quantity and enrichment of fuel material in the fuel elements shall be determined by the Supplier or the manufacturer, and the Congo shall cause the Supplier to submit to the Agency and to the Commission a written certification

ARTICLE V

Settlement of Disputes

Section 10. If the parties should be unable to reach agreement with respect to the determination provided for in section 3(b) within thirty days of the submission of such determination to them by the Supplier, any party may request that such a determination be made by a laboratory agreed upon by all the parties. The laboratory may perform any tests or analyses that it may deem necessary, and all parties agree to facilitate its work in every way. The results of the determination by the laboratory shall be considered as final and binding on all parties. The costs of the determination by the laboratory shall be borne equally by the parties, provided that if the determination insisted on by any party or parties is confirmed by the laboratory, such party or parties shall not be obliged to bear any share of the costs.

Section 11. Any other dispute arising out of the interpretation or application of this Contract, which is not settled by negotiation or as may otherwise be agreed by the parties concerned shall on the request of any party be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the parties to this Contract, all three parties agreeing that the third is not concerned, the two parties involved shall each designate one arbitrator, and the two arbitrators so designated shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either party has not designated an arbitrator, either party to the dispute 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 appointed.
- (b) If the dispute involves all three parties to this Contract, each party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision appoint a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any party has not designated an arbitrator, any party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if within thirty days of the designation or appointment of the third of the first three arbitrators the Chairman or the fifth arbitrator has not been appointed.

A majority of the members of the arbitral tribunal shall constitute a quorum. Decisions shall be made by majority vote. The procedure of the arbitration shall be fixed by the tribunal. Its decisions, including all rulings concerning procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all 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 under Article 32, paragraph 4, of the Statute of the Court.

ARTICLE VI

Entry into Force

Section 12. This contract shall enter into force upon signature by or for the Director General of the Agency and by the duly authorized representatives of the Commission and the Congo.

Section 5. The Commission shall send an invoice to the Agency at or subsequent to the time the Commission transfers possession pursuant to section 3(e). Within sixty days from the date of this invoice the Agency shall pay for the fuel material and the indicator material at the following rates:

<u>Percentage Enrichment by Weight in the Isotope U²³⁵ of the Enriched Uranium</u>	<u>Price US\$/g of Enriched Uranium</u>
16	1.774
18	2.013
20	2.252
25	2.853
90	10.808
92	11.061
93	11.188

If the degree of the U²³⁵ isotopic enrichment of the enriched uranium transferred lies between two successive degrees of enrichment for which charges are set forth, the charges shall be computed by linear interpolation. Payment shall be made in United States currency to the Commission or its designated agent or contractor. If payment is not received within sixty days after the date of invoice, the Commission shall be entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

Section 6. In order to assist and encourage research on peaceful uses or for medical therapy, the Commission has offered to distribute to the Agency in each calendar year, 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. If the Commission finds the project to which this Contract relates eligible, it shall decide by the end of the calendar year in which this Contract is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and the Congo of that decision. The payments provided in sections 4 and 5 shall be reduced by the value of any free material thus made available.

ARTICLE III

Responsibility

Section 7. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards the Congo or any person claiming through the Congo for the safe handling and the use of the fuel material and the indicator material.

Section 8. After acceptance of possession pursuant to section 3(e), the Agency shall assume full responsibility to the Commission for the fuel material and the indicator material, and the Congo shall be equally responsible to the Agency; 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 such materials.

ARTICLE IV

Officials not to benefit

Section 9. 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.

DONE in Vienna, this 27th day of June 1962, in triplicate in English and French, the texts in both languages being equally authentic.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE CONGO (LEOPOLDVILLE):

(signed) P. Mushiete

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

(signed) William I. Cargo

ARTICLE III

Shipment of Supplied Material

Section 3. Any part of the supplied material the shipment of which is arranged by the Congo while the material is in its possession shall be entrusted to a licensed public carrier selected by the Congo or shall be accompanied by a responsible person designated by the Congo.

ARTICLE IV

Agency Safeguards against Diversion

Section 4. The Congo agrees that the supplied material and the TRICO reactor, and any special fissionable material produced by their use, shall not be used in such a way as to further any military purpose.

Section 5. It is hereby agreed and specified that the rights and responsibilities provided for in paragraph A of Article XII of the Statute of the Agency are relevant to the project, provided that sub-paragraphs 1, 3, 4 and 6 of that paragraph shall be implemented in accordance with Annex A to this Agreement.

ARTICLE V

Health and Safety Measures

Section 6. The health and safety measures specified in Annex B shall be applied to the project.

ARTICLE VI

Changes in the Project

Section 7. Should the Congo desire to use or store the supplied material outside the TRICO reactor and its associated facilities, or to process or to arrange for the processing of any supplied or produced material, or to send any such material out of the Congo or to change the design of the TRICO reactor or its associated facilities, then the Congo shall inform the Agency sufficiently in advance to permit the Agency to prepare any appropriate safeguards provisions and health and safety measures before the operation in question takes place. Subject to paragraph A of Article XII of the Statute and to any relevant principles that have been or may be established thereunder, such provisions and measures shall be determined by the Board of Governors of the Agency after the Director General of the Agency has consulted with the Congo. The Congo hereby agrees to comply with any provisions and measures thus established and to co-operate with the Agency in their application.

ARTICLE VII

Agency Inspectors

Section 8. The provisions relating to Agency inspectors shall be those set forth in the Annex to Agency document GC(V)/INF/39. The Congo shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency to Agency inspectors and to any property of the Agency used by them in carrying out their functions.

III. PROJECT AGREEMENT

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE CONGO (LEOPOLDVILLE) FOR ASSISTANCE BY THE AGENCY TO THE CONGO IN CONTINUING A RESEARCH REACTOR PROJECT

WHEREAS the Government of the Congo (Leopoldville) (hereinafter called the "Congo"), desiring to continue, with the help of the International Atomic Energy Agency (hereinafter called the "Agency"), an existing project consisting of a research reactor for peaceful purposes, has requested the Agency to assist in arranging for the transfer to the Congo of title to certain enriched uranium purchased by the Government of Belgium (hereinafter called "Belgium") from the Government of the United States of America (hereinafter called the "United States") for use in the TRICO research reactor at Lovanium University, Leopoldville, which reactor had been furnished by a manufacturer in the United States of America, and in securing supplementary fissionable material necessary for that reactor;

WHEREAS the Congo also desires to substitute this Agreement with the Agency for all former arrangements with the United States concerning the TRICO reactor;

WHEREAS the Board of Governors of the Agency approved the project on 18 June 1962;

WHEREAS the Agency and the United States on 11 May 1959 concluded an Agreement for Co-operation under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency certain quantities of special fissionable material;

WHEREAS the Agency, Belgium and the Congo are this day concluding an agreement for the transfer without cost of title to the enriched uranium in the TRICO research reactor (hereinafter called the "Title Transfer Agreement");

WHEREAS the Agency, the Congo and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract for the transfer of supplementary enriched uranium for the TRICO research reactor (hereinafter called the "Supply Agreement");

NOW THEREFORE the Agency and the Congo hereby agree as follows:

ARTICLE I

Definition of the Project

Section 1. The project to which this Agreement relates is the continued operation, at the TRICO Centre of Lovanium University at Leopoldville, of a 50-kilowatt Triga Mark I research reactor (hereinafter called the "TRICO reactor") and its associated facilities.

ARTICLE II

Transfer of Special Fissionable Material

Section 2. The Agency allocates hereby to the project, and provides for the transfer to the Congo of the enriched uranium specified in the Title Transfer Agreement and in the Supply Agreement (together hereinafter called the "supplied material") pursuant to the terms of these Agreements, which constitute an integral part of this Agreement to the extent that they create rights and obligations between the Agency and the Congo.

ARTICLE VIII

Information and Rights to Inventions and Discoveries

Section 9. In conformity with paragraph B of Article VIII of the Statute of the Agency, the Congo shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

Section 10. 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 IX

Languages

Section 11. Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors.

ARTICLE X

Settlement of Disputes

Section 12. Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed shall be settled in accordance with Article V of the Supply Agreement.

Section 13. In respect of any dispute involving the application of Articles IV, V, VI or VII, the Congo, if the Board of Governors so decides, shall immediately give effect to decisions of the Board pending the conclusion of any consultation, negotiation or arbitration that may have been invoked with regard to the dispute.

ARTICLE XI

Entry into Force

Section 14. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the duly authorized representative of the Congo.

DONE in duplicate in the French language in Vienna, this 27th day of June 1962.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE CONGO (LEOPOLDVILLE):

(signed) P. Mushiete

ANNEX A

AGENCY SAFEGUARDS AGAINST DIVERSION

A. General

1. The project shall be subject to Agency safeguards in accordance with Article XII of the Statute of the Agency, the appropriate provisions of Agency document INFCIRC/26 (hereinafter called the "safeguards document") and Article IV of this Agreement. These safeguards shall be applied in a nominal manner in accordance with paragraph 60 of the safeguards document, as specified in section C below.

2. The reactor facility consists of the TRICO reactor and of associated facilities (comprising storing and cooling facilities for the supplied and produced material and ancillary laboratory facilities in which such material is used) to be specified by agreement between the Agency and the Congo.

3. Certain terms employed in this Annex are used as defined in part II of the safeguards document.

B. Attachment, termination and suspension of Agency safeguards

4. Agency safeguards shall be attached to:

(a) The supplied material, on the understanding that, if the Congo so requests, the portion of the material that is not in excess of the lower limit stated in paragraph 32(b) of the safeguards document shall be exempted;

(b) The reactor facility, on the understanding that it may be exempted from such attachment in accordance with paragraph 36 of the safeguards document after inspection by the Agency and without further assessment by the Board;

(c) The special fissionable material produced (in this Agreement called the "produced material") either in the portion of the supplied material to which Agency safeguards are attached or under the conditions specified in paragraph 33 or 35 of the safeguards document.

5. The attachment of Agency safeguards shall be terminated or suspended in accordance with paragraphs 38 and 39 of the safeguards document.

C. Application of Agency safeguards

6. Agency safeguards shall be applied to materials and facilities in accordance with paragraphs 29 and 30 of the safeguards document.

7. To the extent that the information is not already available to the Agency the Congo shall arrange to submit to it the design and any other data on the reactor facility that the Agency may need in order to fulfil its obligations under paragraph 42 of the safeguards document.

8. The Congo shall, in implementing paragraphs 45 and 46 of the safeguards document, arrange for the keeping of records established in accordance with paragraph 44 of that document.

9. The Congo shall, in implementing paragraphs 48 to 53 of the safeguards document, arrange for the submission of routine and special reports established in accordance with paragraph 47 of that document. The routine operating and accounting reports shall be submitted annually; the first report shall be submitted within two months of the entry into force of this Agreement and shall contain sufficient data, particularly about the operational history of the TRICO reactor since it went into service, to enable the Agency to calculate the approximate composition of the supplied material already in the Congo.

10. No routine inspections shall be carried out, but special inspections may be made as necessary in accordance with paragraphs 58 and 59 of the safeguards document.

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. The Congo shall apply the Agency's Basic Safety Standards and the relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials and shall apply them also as far as possible to any shipment of supplied material outside the Congo, and shall endeavour to ensure respect for the safety standards recommended in the relevant parts of the Agency's codes of practice.
3. The Congo shall arrange for the submission to the Agency, within two months of the entry into force of this Agreement, of the information specified in paragraph 29 of the health and safety document, with particular reference to the following types of operations, to the extent that such information is relevant and not yet available to the Agency:
 - (a) Receipt and handling of supplied material;
 - (b) Loading of fuel into the TRICO reactor;
 - (c) Experimental programme and procedures involving the TRICO reactor;
 - (d) Unloading of fuel from the TRICO reactor;
 - (e) Handling and storage of fuel after unloading.

The Agency may require further safety measures in accordance with paragraph 30 of the health and safety document. Should the Congo desire to make substantial modifications or additions to the procedures or the operations with respect to which information was submitted, or to proceed to the final closing down of the TRICO reactor, 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 health and safety document before such modifications, additions or closing down take place.

4. The Congo 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 health and safety document shall be submitted.
5. The Agency may inspect the TRICO reactor not more than once a year in accordance with paragraphs 33 to 35 of the health and safety document. Special inspections may be carried out in the circumstances specified in paragraph 32 of that document.
6. Changes may be made in the safety standards and measures specified in this Annex in accordance with paragraphs 38 and 39 of the health and safety document.

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