



International Atomic Energy Agency

INFORMATION CIRCULAR

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

The texts [1] of the Title Transfer Agreement between the Agency and the Governments of Greece and the United States of America, and of the Project Agreement between the Agency and the Government of Greece 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. Both Agreements entered into force on 1 March 1972.

[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 RESEARCH AND ISOTOPE PRODUCTION REACTOR

WHEREAS the Government of the Kingdom of Greece (hereinafter called "Greece") has leased from the Government of the United States of America (hereinafter called the "United States") certain enriched uranium for use in the Democritos Research Reactor-1 (GRR-1) (hereinafter called the "Democritos reactor");

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 Greece, desiring to obtain title to a portion of the enriched uranium previously leased to it to facilitate the operation of the Democritos reactor 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 portion of the 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 1971 to the extent of US \$15 425;

WHEREAS Greece 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 Greece 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 23 February 1971 and the Agency and Greece are this day concluding an agreement relating to the project [3];

NOW, THEREFORE, the Agency, the Greek Atomic Energy Commission, acting on behalf of Greece, 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 Greece, and Greece shall accept from the Agency title to approximately 1355 grams of uranium enriched to 90% by weight in the isotope uranium-235 (hereinafter called the "supplied material"), having a value, in

[2] Reproduced in document INFCIRC/5, part III.

[3] Part II of this document.

accordance with the Commission's published charges in effect on the effective date of this Contract, of US \$15 425 approximately, which material constitutes a portion of the enriched uranium leased by the Commission to Greece for the Democritos reactor under Contract Number GR/ML/3 and is at present located at the Democritos Nuclear Research Centre, Aghia Paraskevi, Greece.

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 Greece.

ARTICLE II

Responsibility

Section 3. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards Greece or any person claiming through Greece 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 Greece.

DONE in Vienna, on the first day of March 1972, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GREEK ATOMIC ENERGY COMMISSION
on behalf of the GOVERNMENT OF THE KINGDOM OF GREECE:

(signed) Ménélas D. Alexandrakis

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

(signed) T. Keith Glennan

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENT OF THE KINGDOM OF GREECE FOR ASSISTANCE
BY THE AGENCY TO GREECE IN CONTINUING A REACTOR PROJECT

WHEREAS the Government of the Kingdom of Greece (hereinafter called "Greece"), 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 23 February 1971;

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, Greece 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 research and isotope production reactor in Greece (hereinafter called the "Title Transfer Agreement") [4];

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

ARTICLE I

Definition of the Project

Section 1. The project to which this Agreement relates is the operation of the Democritos research and isotope production reactor GRR-1 (hereinafter called the "reactor"), owned and operated by the Greek Atomic Energy Commission at the Democritos Nuclear Research Centre, in the district of Aghia Paraskevi near Athens.

ARTICLE II

Supply of Special Fissionable Material

Section 2. The Agency hereby allocates to the project described in Article I, and provides to Greece, enriched uranium (hereinafter called the "supplied material") pursuant to the terms of the Title Transfer Agreement which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and Greece.

Section 3. It is understood by the Agency and Greece that this Agreement shall apply to any additional supplies of enriched uranium, through the assistance of the Agency, for the project referred to in Article I.

ARTICLE III

Agency Safeguards

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

[4] Part I of this document.

Section 5. 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 that their implementation is satisfied by the application of safeguards procedures pursuant to the Agreement signed this day between the Kingdom of Greece and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons [5]. However, if the said Agreement is terminated, the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute shall be implemented in accordance with arrangements supplementing this Agreement, to be agreed forthwith by the Agency and Greece.

ARTICLE IV

Health and Safety Measures

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

ARTICLE V

Agency Inspectors

Section 7. The relevant provisions of the Agreement between the Kingdom of Greece and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons shall apply to Agency inspectors performing functions pursuant to this Agreement.

ARTICLE VI

Information and Rights to Inventions and Discoveries

Section 8. In conformity with paragraph B of Article VIII of the Statute of the Agency, Greece shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

Section 9. 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

Section 10. Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors of the Agency.

ARTICLE VIII

Settlement of Disputes

Section 11. 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 22 of the Agreement between the Kingdom of Greece and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons.

[5] To be reproduced in document INFCIRC/166.

Section 12. 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 Greece pending the final settlement of any dispute.

ARTICLE IX

Entry into Force

Section 13. This Agreement shall enter into force upon signature by or for the Director General and by the authorized representative of Greece.

DONE in Vienna, on the first day of March 1972, in duplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GREEK ATOMIC ENERGY COMMISSION
on behalf of the GOVERNMENT OF THE KINGDOM OF GREECE:

(signed) Ménélas D. Alexandrakis

ANNEX

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. Greece shall apply the Agency's Basic Safety Standards [6] and the relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials,[7], 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.
3. Greece 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 reactor;
 - (c) Start-up and pre-operational testing of the reactor with the supplied material;
 - (d) Experimental programme and procedures involving the reactor;
 - (e) Unloading of fuel from the reactor;
 - (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 Greece desire to make substantial modifications to the procedures with respect to which information was submitted, or to perform any operations with the reactor (including finally closing it down) or with the supplied material as to which operations no such information was 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. Greece 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.

[6] Safety Series No. 9, 1967 Edition (STI/PUB/147).

[7] Ibid., No. 6, 1967 Edition (STI/PUB/148).

5. The Agency may inspect the reactor, 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 in the safety standards and measures laid down in this Annex, in accordance with paragraphs 38 and 39 of the Health and Safety Document.