



International Atomic Energy Agency

INFORMATION CIRCULAR

INFCIRC/194

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ENGLISH

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SPANISH

THE TEXTS OF THE INSTRUMENTS CONNECTED WITH THE
AGENCY'S ASSISTANCE TO MEXICO IN FURTHERING
PROJECTS BY THE SUPPLY OF MATERIALS

1. The texts [1] of the Master Agreement between the Agency and the Government of Mexico, and of Supplementary Agreement No. 1 thereto, in connection with the Agency's assistance to that Government in furthering projects by the supply of materials, are reproduced herein for the information of all Members.
2. Both Agreements entered into force on 12 December 1972, pursuant to their respective Articles XIV and IV.

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

I. MASTER AGREEMENT BETWEEN
THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE UNITED MEXICAN STATES FOR ASSISTANCE BY THE AGENCY
IN FURTHERING PROJECTS BY THE SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency") is authorized to assist its Member States in the acquisition of special fissionable or other materials for research on atomic energy for peaceful purposes; and

WHEREAS the Government of the United Mexican States (hereinafter the "Government") wishes to make arrangements for securing from time to time, on a simplified basis, materials from the Agency;

NOW, THEREFORE, the Agency and the Government agree as follows:

ARTICLE I

Upon approval by the Agency of a project proposed by the Government for the peaceful uses of atomic energy and of the allocation thereto of special fissionable or other materials, the Agency and the Government will enter into a supplementary agreement to this Agreement (hereinafter the "Supplementary Agreement") which shall inter alia:

- (a) Define the project;
- (b) Specify the materials allocated (hereinafter, and in the Supplementary Agreement, the "supplied material");
- (c) Set forth the terms and conditions, including charges, on which the supplied material is to be provided, which in general will be accomplished by incorporating into the Supplementary Agreement the provisions of the related instrument concluded between the Agency and the supplier (hereinafter the "Supply Instrument"); and
- (d) Set forth any special provisions.

ARTICLE II

Except as may be otherwise specified in the Supplementary Agreement, the Government shall perform on behalf of the Agency all obligations which the Agency assumes in the Supply Instrument, and the Agency and the Government shall have, with respect to each other, mutatis mutandis the same rights and obligations as are specified respectively for the seller and the purchaser in that Instrument.

ARTICLE III

The Government shall communicate to the supplier any necessary shipping instructions, and shall also indicate the person(s) authorized to accept the shipment and to sign a receipt therefor. If the Supply Instrument provides that the supplier is to deliver the supplied material to the Agency, then such person(s) designated by the Government is/are hereby also authorized and should be instructed to accept and sign on behalf of the Agency.

ARTICLE IV

The Government shall transmit to the Agency, immediately after accepting possession of the supplied material, a copy of the receipt by which delivery of the supplied material is acknowledged, which receipt should specify the exact amount and description of the nuclear material transferred and the date and place of transfer of possession.

ARTICLE V

Unless otherwise specified in the Supplementary Agreement:

- (a) The Government shall pay to the Agency, within thirty days of receiving its invoice, an amount equal to that which the Agency is required to pay to the supplier pursuant to the Supply Instrument. If that Instrument provides for any penalty charge to be paid by the Agency in case of delayed payment, the Agency shall be entitled to a similar charge in case of a delay in payment by the Government; and
- (b) The Government shall assume and pay directly all costs in connection with the supplied material that are not charged by the supplier to the Agency, including costs of fabrication, transportation and insurance, to whomsoever these may be payable.

ARTICLE VI

Unless otherwise provided in the Supply Instrument, title to the supplied material shall pass to the Government at the time it accepts possession of the material. If the Supply Instrument provides that title shall be transferred to the Agency, then the title shall upon such transfer immediately and automatically vest in the Government.

ARTICLE VII

Any part of the supplied material the shipment of which is arranged by the Government while the material is in its possession shall be entrusted to a licensed public carrier selected by the Government or shall be accompanied by a responsible person designated by the Government. The conditions of the shipment shall conform, as far as possible, to those set forth in the Agency's Regulations for the Safe Transport of Radioactive Materials [2].

ARTICLE VIII

The Government undertakes that the supplied material shall not be used in such a way as to further any military purpose.

ARTICLE IX

Upon its delivery to the Government, any supplied material shall be subject to safeguards to the extent provided for in the Agreement signed on 27 September 1972 between the United Mexican States and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Treaty on the Non-Proliferation of Nuclear Weapons. [3] 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 the Government, except if the material can be exempted from the application of safeguards and the Government so requests.

[2] Safety Series No. 6, 1973 Revised Edition (STI/PUB/323).

[3] Reproduced in document INFCIRC/197.

ARTICLE X

Unless otherwise provided in the Supplementary Agreement, the Government shall apply to operations carried out in implementation of each project the Agency's Basic Safety Standards [4] and its specialized regulations, and shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's Codes of Practice. The Government shall arrange for the submission of the reports specified in paragraphs 25(a), 26 and 27 of Agency document INFCIRC/18 with respect to any supplied material and operations involving it. The Agency may carry out special inspections under the circumstances specified in paragraph 32 of the said document; the Government shall apply the relevant provisions of the Annex to Agency document GC(V)/INF/39 and of the Agreement on the Privileges and Immunities of the Agency [5] to the Agency's inspectors and to any property of the Agency used by them in performing their functions.

ARTICLE XI

Pursuant to Article VIII. B of the Statute of the Agency, the Government shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency. The Agency does not claim, on the basis of its participation resulting from this Agreement and the Supplementary Agreements thereto, any right in any inventions or discoveries arising from the projects. The Agency may, however, be granted licences under any patents upon terms to be agreed.

ARTICLE XII

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 XIII

Any dispute concerning the interpretation or application of this Agreement or of any Supplementary Agreement thereto (including any Supply Instrument incorporated therein), which is not settled by negotiations or as may otherwise be agreed, shall be submitted to an arbitral tribunal. At the request of the Agency the supplier may also join in such proceeding as a separate party.

Each party to the disputes proceeding shall designate one arbitrator. If within thirty days of the request for arbitration any party has not designated an arbitrator, the President of the International Court of Justice (hereinafter the "Court") may appoint the necessary number of arbitrators at the request of any party to the proceeding. The arbitrators so designated or appointed shall by unanimous decision elect an additional arbitrator, who shall be the Chairman, as well as a sufficient number of other arbitrators so that the number of elected arbitrators is one less than the number of parties to the proceeding. If within thirty days after the last of the necessary number of arbitrators has been designated or appointed, the Chairman or any of the other additional arbitrators has not been elected, the President of the Court may appoint the necessary number of additional arbitrators at the request of any designated or appointed arbitrator.

A majority of the members of the arbitral tribunal shall constitute a quorum, and decision shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decision, including all ruling concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all parties to the proceeding. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the Court.

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

[5] INFCIRC/9/Rev. 2.

ARTICLE XIV

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

DONE in duplicate in the English and Spanish languages, both texts being equally authentic.

For the INTERNATIONAL ATOMIC ENERGY AGENCY

(signed) Upendra Goswami

Vienna, 12 December 1972

For the GOVERNMENT OF THE UNITED MEXICAN STATES

(signed) Luis Weckmann Muñoz

Vienna, 11 December 1972

II. SUPPLEMENTARY AGREEMENT No. 1 TO THE MASTER AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE
GOVERNMENT OF THE UNITED MEXICAN STATES FOR
ASSISTANCE BY THE AGENCY IN FURTHERING PROJECTS BY THE
SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency") and the Government of the United Mexican States (hereinafter the "Government") on 12 December 1972 entered into a Master Agreement for Assistance by the Agency in Furthering Projects by the Supply of Materials (hereinafter the "Master Agreement") [6];

WHEREAS the Government has proposed a project for research on atomic energy for peaceful purposes and has requested the assistance of the Agency in the supply of certain materials therefor; and

WHEREAS the Government of the United States of America has agreed to supply, through its Atomic Energy Commission (hereinafter the "Commission"), the necessary materials;

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

ARTICLE I

The project to which this Agreement relates is the conduct of gamma spectroscopy and analysis by X-ray fluorescence and of mass spectroscopy and various types of destructive analysis at the Mexican National Institute of Nuclear Energy, Mexico City.

ARTICLE II

The following materials (hereinafter the "supplied materials") are hereby allocated to the project:

1. Four (4) grams of plutonium standard reference material; and
2. Thirty-six (36) grams of uranium oxide standard reference material enriched in the range of 0.017 to 97.663 per cent in the isotope uranium-235.

ARTICLE III

The supplied materials are to be provided by the Commission in accordance with the terms of the Purchase Request for Special Nuclear Standard Reference Materials No. IAEA/S/64, a copy of which is annexed hereto. Except as specifically provided therein and in this Agreement, the provisions of the Master Agreement shall apply.

ARTICLE IV

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

[6] Reproduced in part I of this document.

INFCIRC/194

For the INTERNATIONAL ATOMIC
ENERGY AGENCY

(signed) Upendra Goswami

Vienna, 12 December 1972

For the GOVERNMENT OF THE UNITED
MEXICAN STATES

(signed) Luis Weckmann Muñoz

Vienna, 12 December 1972

PURCHASE REQUEST FOR SPECIAL NUCLEAR STANDARD REFERENCE MATERIALS
TO BE EXPORTED FROM THE UNITED STATES OF AMERICA

This form is to be used by the Governments of all countries ordering special nuclear reference materials from the N.B.S. Orders are subject to the terms and conditions on the reverse and are in accordance with the provisions of the Agreement for Cooperation identified below.

Send completed form in quadruplicate, with shipping method to:

Division of International Affairs
U.S. Atomic Energy Commission
Washington, D. C. 20545, U.S.A.

Order No.

Date

8 December 1972

Name and Address of Requestor:

Instituto Nacional de Energía Nuclear
Av. Insurgentes Sur Núm. 1079
Apartado Postal 27-190
México, D.F., México

Ship to (if different from address at left)

Instituto Nacional de Energía Nuclear
Av. Insurgentes Sur Núm. 1079
Apartado Postal 27-190
México, D.F., México

The undersigned certifies that he is authorized by his Government to request the standards ordered hereunder pursuant to the:

Agreement for Cooperation for civil uses of atomic energy between the Government of the United States of America and the Government of ~~MEXICO~~ **IAEA**

Effective date of Agreement for Cooperation

7 August
11 May 1959

Date of Expiration of Agreement for Cooperation

7 August 1979

MATERIALS ORDERED

NBS Standard Reference Material		Weight percent U-235	Quantity of U or Pu		Unit charge	Total charge
Number	Description		Total grams	Units		
949C	Plutonium metal		1	2	\$ 123.00	\$ 246.00
944	Plutonium sulfate tetrahydrate		2	4	76.00	304.00
948	Plutonium sulfate hydrate		1	4	66.50	266.00
U-0002	Uranium oxide U ₃ O ₈	0.01755	2	2	58.50	117.00
U-005	" "	0.4895	2	2	48.50	97.00
U-010	" "	1.0037	2	2	48.50	97.00
U-015	" "	1.5323	2	2	48.50	97.00
U-020	" "	2.038	2	2	49.00	98.00
U-030	" "	3.046	2	2	49.00	98.00
U-050	" "	5.010	2	2	49.00	98.00
U-100	" "	10.190	2	2	50.00	100.00
U-150	" "	15.307	2	2	51.00	102.00
U-200	" "	20.013	2	2	51.50	103.00
U-350	" "	35.190	2	2	54.50	109.00
U-500	" "	49.696	2	2	56.00	112.00
U-750	" "	75.357	2	2	61.50	123.00
TOTAL						\$2167.00

This request constitutes a firm order for the above standards and payment of the currently established price is enclosed with this order. (NOTE - All of the above information to be furnished by the requestor.)

For the Government of **MEXICO**

F. Alba Andrade
Director General, INEN

Requestor **INTERNATIONAL ATOMIC ENERGY AGENCY**

Title **C.A. Rennie**
Director
Division of Nuclear Power and Reactors

WARNING - The requestor signing above must be a duly authorized representative of the purchasing Government.

Endorsement to the National Bureau of Standards and U.S. Customs:

The sale and export of the standard nuclear reference material by this order is approved as being within the Agreement for Cooperation identified above. This is a government-to-government transaction and no export license is required.

FOR THE U.S. ATOMIC ENERGY COMMISSION

Authorizing Officer **Dixon B. Hoyle**

Date **8 January 1973**

FORM NBS-235A
(6-64)

U.S. DEPARTMENT OF COMMERCE
NATIONAL BUREAU OF STANDARDS
WASHINGTON, D.C. 20234
U.S.A.

(2)

**PURCHASE REQUEST FOR SPECIAL NUCLEAR STANDARD REFERENCE MATERIALS
TO BE EXPORTED FROM THE UNITED STATES OF AMERICA**

This form is to be used by the Governments of all countries ordering special nuclear reference materials from the N.B.S. Orders are subject to the terms and conditions on the reverse and are in accordance with the provisions of the Agreement for Cooperation identified below.

Send completed form in quadruplicate, with shipping method to:
Division of International Affairs
U.S. Atomic Energy Commission
Washington, D. C. 20545, U.S.A.

Order No.

Date

Name and Address of Requestor:

Ship to (if different from address at left)

The undersigned certifies that he is authorized by his Government to request the standards ordered hereunder pursuant to the:

Agreement for Cooperation for civil uses of atomic energy between the Government of the United States of America and the Government of

Effective date of Agreement for Cooperation

Date of Expiration of Agreement for Cooperation

MATERIALS ORDERED

NBS Standard Reference Material		Weight percent U-235	Quantity of U or Pu		Unit charge	Total charge
Number	Description		Total grams	Units		
U-800	Uranium oxide U ₃ O ₈	80.279	2	2	\$ 62.00	\$ 124.00
U-850	" "	85.137	2	2	63.00	126.00
U-900	" "	90.196	2	2	64.00	128.00
U-930	" "	93.336	2	2	65.50	131.00
U-970	" "	97.663	.2	2	68.50	137.00
TOTAL						\$ 646.00

This request constitutes a firm order for the above standards and payment of the currently established price is enclosed with this order. (NOTE - All of the above information to be furnished by the requestor.)

For the Government of **MEXICO**

F. Alba Andrade
Director General, IINEN

Requestor

INTERNATIONAL ATOMIC ENERGY AGENCY

Title

C. A. Rennie
Director of Nuclear Power and Reactors

WARNING - The requestor signs above as a duly authorized representative of the purchasing Government.

Endorsement to the National Bureau of Standards and U.S. Customs:

The sale and export of the standard nuclear reference material by this order is approved as being within the Agreement for Cooperation identified above. This is a government-to-government transaction and no export license is required.

FOR THE U.S. ATOMIC ENERGY COMMISSION

Authorizing Officer

Date

TERMS AND CONDITIONS

The request for standards on the face of this purchase request and deliveries made hereunder shall be subject to the following terms and conditions:

1. Agreement for Cooperation

The provisions of the Agreement for Cooperation between the purchaser government and the United States Government concerning the civil uses of atomic energy shall apply to this transaction, it being understood that the safeguards against use for military purposes and the guarantees set forth in the agreement, as amended, shall always apply to the material transferred hereby.

2. Title to Nuclear Material

To the extent that the requested standards contain or consist of special nuclear material, title to such special nuclear material shall pass to and vest in the purchaser government at the time the special nuclear material leaves the jurisdiction of the United States of America.

3. Shipment and Payment

Uranium standards covered by this purchase request can be shipped postpaid from the National Bureau of Standards, Washington, D.C. 20234, via International Parcel Post. Plutonium standards will be packed for overseas shipment and shipped by air freight, uninsured, FOB, Washington, transportation costs collect, unless otherwise advised. The remittance must accompany the order and be payable to the National Bureau of Standards, at the current National Bureau of Standards list prices. The remittance is to be drawn on a bank in the United States and payable in United States currency.

4. No Assignment

Neither this agreement nor any rights or interests herein shall be assigned or transferred by Purchaser.

5. No Warranties

This sale is made without warranty of any kind, express, implied, or statutory and delivery shall be at the sole risk of Purchaser including but not limited to loss or damage resulting from fabrication, packaging, transportation or delay in delivery of the standards.

6. Liability for Injury or Damage

Neither the National Bureau of Standards, the Atomic Energy Commission, the Government of the United States, nor any person acting on their behalf represents or warrants, expressly or by implication, that the standard materials or any special nuclear materials therein contained will not cause personal injury or property damage, whether such standards are used for those purposes authorized by the Commission or for any other purpose.

7. Quantities

The National Bureau of Standards reserves the right to limit quantities and frequency of reorders.

8. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, or resident Commissioner of the United States of America, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.