



International Atomic Energy Agency

INFORMATION CIRCULAR

INF

INFCIRC/97/Add.2

January 1990

GENERAL Distr.

Original: ENGLISH and
SPANISH

**ADDITIONAL SUPPLY AGREEMENT OF 9 DECEMBER 1988 BETWEEN THE
INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENTS OF THE
ISLAMIC REPUBLIC OF IRAN AND OF ARGENTINA FOR THE TRANSFER
OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN IRAN**

1. The text of the Additional Supply Agreement of 9 December 1988 between the International Atomic Energy Agency and the Governments of the Islamic Republic of Iran and of Argentina for the transfer of enriched uranium for a research reactor in Iran is reproduced in this document for the information of all Members.
2. The agreement entered into force upon signature on 9 December 1988, pursuant to Article IX thereof.

**ADDITIONAL SUPPLY AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE
GOVERNMENTS OF THE ISLAMIC REPUBLIC OF IRAN AND OF ARGENTINA
FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN IRAN**

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of Iran on 10 May 1967 signed an agreement (hereinafter called the "Project Agreement") for assistance by the Agency to Iran in establishing a training and research project for peaceful purposes relating to a five megawatt pool-type research reactor at the Tehran Nuclear Centre of the University of Tehran (hereinafter called the "reactor") in Iran;

WHEREAS the Government of the Islamic Republic of Iran (hereinafter called "Iran"), in connection with the Project Agreement, has requested the assistance of the Agency in securing from the Government of Argentina (hereinafter called "Argentina") an additional supply of enriched uranium for the reactor;

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") approved the additional assistance for the project on 26 September 1988;
WHEREAS Iran on 15 May 1974 concluded with the Agency an agreement for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter called the "Treaty Safeguards Agreement") which entered into force on that date;

WHEREAS Argentina has demonstrated its commitment to ensuring that the international co-operation for the development and use of nuclear energy for peaceful purposes are carried out under arrangements which will prevent the proliferation of nuclear weapons;

WHEREAS Iran had made arrangements with a manufacturer from Argentina (hereinafter called the "manufacturer") for the fabrication of enriched uranium into fuel elements for the reactor;

NOW THEREFORE the Agency, Argentina and Iran (hereinafter called the "Parties") hereby agree as follows:

ARTICLE I

Supply of Enriched Uranium

1. The Agency shall request Argentina to permit the transfer and export to Iran of 115.80 kilograms of uranium enriched up to 20% in the isotope uranium-235 (hereinafter called the "supplied material") contained in 65 standard fuel elements, 12 control fuel elements and 3 instrumented fuel assemblies.

2. Argentina, subject to the issuance of any required licences or permits, shall transfer to Iran the supplied material.
3. The particular terms and conditions for the transfer of the supplied material, including all charges for or connected with such material, a schedule of deliveries and shipping instructions, are matter of a contract concluded between Iran and the manufacturer.

ARTICLE II

Shipment of the Supplied Material

All arrangements for the export from Argentina of the supplied material shall be the responsibility of Iran and the manufacturer. Prior to the export of such material, Iran shall notify the Agency of the amount thereof and of the date, place and method of shipment.

ARTICLE III

Payment

In extending its assistance for the project the Agency does not assume any financial responsibility in connection with the transfer of the supplied material by Argentina to Iran.

ARTICLE IV

Transport, Handling and Use

Argentina and Iran shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. The Agency does not warrant the suitability or fitness of the supplied material for any particular use or application or shall at any time bear any responsibility towards Iran or any person for any claims arising out of the transport, handling or use of the supplied material.

ARTICLE V

Safeguards

1. Iran undertakes that the supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used only in accordance with Article IV, Section 4 of the Project Agreement and accepts the implementation of Agency safeguards for the purpose of verifying this undertaking.

2. The implementation of the Agency's safeguards rights and responsibilities referred to in paragraph 1 of this Article is satisfied by the application of safeguards procedures pursuant to the Treaty Safeguards Agreement.

3. If Argentina so requests, Iran shall permit the Agency to inform Argentina of the status of all inventories of any materials required to be safeguarded pursuant to this Agreement to the extent such information is available to the Agency.

ARTICLE VI

Safety Standards and Measures

The safety standards and measures specified in the project Agreement shall, to the extent relevant, apply to the nuclear material subject to this Agreement.

ARTICLE VII

Physical Protection

1. Iran undertakes that adequate physical protection shall be maintained with respect to the supplied material and any special fissionable material used in or produced through the use of the reactor or the supplied material.

2. Argentina and Iran agree to the levels for the application of physical protection set forth in the Annex to this Agreement, which levels may be modified by mutual consent of the Parties without amendment of this Agreement. Iran shall maintain adequate physical protection measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in Agency document INFCIRC/225/Rev.1, entitled "The Physical Protection of Nuclear Material", as it may be revised from time to time.

ARTICLE VIII

Settlement of Disputes

1. Any dispute arising out of the interpretation or implementation of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any such Party be submitted to an arbitral tribunal composed as follows: each Party to the dispute shall designate one arbitrator and the arbitrators so designated shall by unanimous decisions elect an additional arbitrator, who shall be the Chairman. If the number of arbitrators so selected is even, the Parties to the dispute shall by unanimous decision elect an additional arbitrator. If within thirty (30) days of the request for arbitration any Party to the dispute has not designated an arbitrator, any other Party to the dispute 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 (30) days

of the designation or appointment of the arbitrators, the Chairman or any required additional 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 procedures shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties to the dispute, shall be final and binding on all the Parties concerned. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

2. Any decision of the Board concerning the implementation of Article V or VI shall, if the decision so provides, be given effect immediately by the Agency and Iran pending the final settlement of any dispute.

ARTICLE IX

Entry into Force and Duration

1. This Agreement shall enter into force upon signature by the authorized representatives of Argentina and Iran and by or for the Director General of the Agency.

2. This Agreement shall continue in effect so long as any nuclear material which was ever subject to this Agreement remains in the territory of Iran or under the jurisdiction of Iran or under its control anywhere, or until such time as the parties agree that such material is no longer usable for any nuclear activity relevant from the point of view of safeguards.

DONE in Vienna this 9th day of December 1988 in triplicate in the English language and Spanish language.

For the INTERNATIONAL
ATOMIC ENERGY AGENCY:

(signed) Hans Blix

For the GOVERNMENT
OF ARGENTINA:

(signed) Antonio Carrea

For the GOVERNMENT OF THE ISLAMIC
REPUBLIC OF IRAN:

(signed) Khalil Moosavi Bioki