

**COOPERATION AGREEMENT BETWEEN THE BRAZILIAN-ARGENTINE
AGENCY FOR ACCOUNTING AND CONTROL OF NUCLEAR MATERIALS
(ABACC) AND THE EUROPEAN ATOMIC ENERGY COMMUNITY**

No. 14445-1998-11 S0PC ISP BR

The Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials (ABACC), represented by its Secretariat, Mr. Elías Palacios

and

The European Atomic Energy Community, hereinafter referred to as "the Community", represented by the Commission of the European Communities, hereinafter referred to as "the Commission", represented by Mr. Herbert J. ALLGEIER, Director General of the Joint Research Centre,

both referred to as "the parties"

sharing the desire to stimulate cooperation on Research and Development in the field of nuclear safeguards between them.

HEREBY AGREE AS FOLLOWS:

ARTICLE 1 – Objective

The objective of this Agreement is the cooperation between ABACC and the Community on mutually agreed Research and Development topics and the training of nuclear safeguards inspectors and specialists in the field of nuclear safeguards. Cooperation between the parties to this Agreement shall be on the basis of mutual benefit, equality, and reciprocity.

ARTICLE 2 – Areas of Cooperation

The areas of cooperation in the field of nuclear safeguards Research and Development covered by this Agreement shall mainly focus on:

- Measurement and accountancy-control technology for nuclear material and performance evaluation.
- Containment and surveillance technology for nuclear material and nuclear facilities.
- Nuclear safeguards training courses for inspectors and specialists.
- Nuclear material accountancy.
- Procurement, characterization and use of standards nuclear material.

The areas of cooperation in the field of operational Safeguards aspects focus on:

- Role and interaction of Regional Safeguards Systems (RSS).
- Safeguards criteria and guidelines.

- Specific Safeguards approaches for facility types like:
 - Enrichment plants
 - CANDU Reactors
 - Fabrication Facilities
- Planning and evaluation of inspection.
- Material accountancy and data transmission.
- Cooperation in the application of HPTA/ES techniques.
- Unattended Measurement Systems and Remote Monitoring.

Other areas of cooperation may be added by mutual written agreement.

ARTICLE 3 – Forms of Cooperation

Cooperation under this Agreement may include, but is not limited to the following forms:

- Projects in which the parties hereto agree to share costs, subject in each case to a separate written agreement including an individual action sheet. The relative contribution to costs shall be determined in each case allowing for the efforts invested by each party and for the value of background information, infrastructure or support work contributed by each party.
- Exchange of scientists, engineers and other specialists, researchers and trainers for agreed periods for participation in activities conducted by the parties hereto or their contractors. Such exchange of staff shall be in accordance with Article 9 of this Agreement.
- Exchange of scientific and technical information and results of Research and Development. Such exchange of information shall be in accordance with Article 5 to 8 of this Agreement.
- Exchange of samples, materials and equipment for testing, subject in each case to a separate written agreement.
- Seminars and other meetings on specific topics.
- Short visits by specialist teams or individuals to facilities for which a development is foreseen or in progress in the framework of this Agreement.
- Studies dealing with the areas of cooperation referred to in Article 2.

Other forms of cooperation may be added by mutual written agreement.

ARTICLE 4 – Management

The parties hereto shall each appoint in writing one individual to act as Coordinator in order to supervise the execution of this Agreement.

1. The Coordinators shall meet, on an annual basis with the meetings held alternatively either at the ABACC headquarters or at the Commission headquarters. On such an occasion the Coordinators shall:
 - evaluate the status of cooperation under this Agreement,
 - define the specific tasks to be undertaken in each of the areas of cooperation as described in Article 2 on this Agreement. A first list of Fields of Cooperation is given in Annex I.
2. All cooperative projects are defined and listed on Action Sheets. Any new cooperative projects can be defined and added to this list after written approval being granted by the Coordinators. The parties hereto shall also appoint technical responsible persons who shall be in charge of the technical aspects of individual projects covered by this Agreement. These action sheets shall specify the tasks to be undertaken, the time schedule and the resources involved on either side.
3. The evaluation of the status of cooperation shall include a comprehensive review of each Party's Research and Development activities related to nuclear safeguards, which are performed under this Agreement.

ARTICLE 5 – Availability and Dissemination of Information

1. Subject to applicable laws and regulations and to its obligations to third parties, and to provisions of this Agreement, each party and its designees shall undertake to make freely available to the other party and its designees any information at its disposal which is required for the execution of the Agreement.
2. The parties hereto shall support the widest possible dissemination of information for which they have the right to disclose, either in their possession or available to them, and which is either developed jointly or intended to be provided or exchanged pursuant to this Agreement, subject to the need to protect documentary undisclosed information and the need to protect intellectual property arising under this Agreement.

ARTICLE 6 – Disclaimer

Information transmitted by one party to the other party under this Agreement shall be accurate to the best knowledge and belief of the transmitting party, but the transmitting party does not warrant the suitability of the information transmitted for any particular use or application by the receiving party or by any third party. Information developed jointly by the parties hereto shall be accurate to the best knowledge and belief of both such parties. Neither party warrants the suitability of the jointly developed information for any particular use or application by either party or by any third party.

ARTICLE 7 – Classified Information

Information which is considered classified by either party for security reasons shall not be exchanged hereunder.

ARTICLE 8 – Intellectual Property Rights

Rights related to any form of intellectual property arising under this Agreement will be allocated in conformity with the rules and procedures set out in the Intellectual Property Rights Annex II and in the Technology Management Plan Annex III hereby attached.

ARTICLE 9 – Attachment of Staff

1. Each party shall designate for the performance of this Agreement, the personnel necessary for the proper execution of the tasks devolving upon it.

Each party may second to the other party, with the latter's consent, personnel of its choice. Such consent may be withheld only where there are serious grounds for so doing. The procedure governing secondment and the effects thereof on the performance of the agreement shall be determined by agreement between the parties.

2. Each party shall be responsible for the salaries, insurance, and allowance to be paid to its staff while attached to the other party unless otherwise agreed.
3. Each party shall pay for the travel and living of its staff while attached to the other party unless otherwise agreed as well as for the cost of attending a meeting.
4. The attached personnel of each party shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE 10 – Transfer of Equipment

1. By mutual written agreement, the parties hereto may decide to transfer to each other equipment to be utilized under this Agreement. In such cases, the sending party shall supply, as soon as possible, a detailed list of equipment to be provided together with the relevant specifications and appropriate technical and information documentation relating to use, maintenance and repair of such equipment.
2. Equipment and necessary spare parts supplied by the sending party for use in joint activities shall remain its own personal property and shall be returned to the sending party upon completion of the joint activity, unless otherwise agreed.

3. The above mentioned equipment shall be brought into operation at a receiving establishment after mutual written agreement having been drawn up between the Coordinators, action sheet holders or their authorized representatives at the interested establishments of the parties hereto.
4. The receiving establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested in accordance with technical requirements which shall be mutually agreed upon in writing.
5. The responsibility and expenses for each transport of equipment and materials between the parties hereto by plane or ship to a mutually agreed destination set out in writing, including responsibility for its safekeeping and insurance en route shall rest with the shipper until receiver or his agent takes custody of the shipment.
6. The equipment provided by the sending party for carrying out activities pursuant to this Agreement shall be considered to be scientific and as having a non commercial character, for the purposes of designation and import/export declarations.
7. The receiving party shall cooperate for the duty free entry into its territory of any equipment mentioned in 10.6 for which is foreseen a development in the framework of this Agreement.
8. If either party wishes to acquire equipment made available under a cooperative task, such transfer of equipment may be performed according to the provisions of a separate specific agreement drawn up between the Parties hereto. Such parties will apply to each other the most advantageous conditions and charge, if so required, only the residual cost price incurred.

ARTICLE 11 – Settlement of disputes

1. Subject to the laws and regulations applicable, the Parties shall endeavor to settle all questions connected with this Agreement through negotiations between themselves.
2. Any dispute arising out of the interpretation of this Agreement, including its annexes, which is not settled by negotiation between the Parties, shall be submitted at the request of either of them, to an arbitral tribunal which shall be composed of three arbitrators appointed in accordance with the provisions of this Article.
3. Each Party shall designate one arbitrator, who can be national of one of the States Parties of ABACC or of a member State of the Community. The two arbitrators so designated shall elect a third, who shall be a national of a country other than the States Parties of ABACC or a member State of the Community, and shall be the Chairman.

If, within thirty days of the request of arbitration, a Party has not designated an arbitrator, the other Party 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 of the second arbitrator, the third one has not been designated.

4. The majority of the members of the tribunal shall constitute a quorum. All decisions shall be taken by the affirmative vote of the majority of the members of the tribunal. The decisions of the tribunal, including all its decisions related to its own installation and constitution, procedure, jurisdiction and distribution of the expenses of the arbitration among the Parties, shall be mandatory for both Parties and shall be implemented by them.

ARTICLE 12 – Costs

Except where otherwise specifically agreed, all costs resulting from cooperation under this Agreement shall be borne by the party that incurs them. It is understood that the ability of the parties hereto to carry out their obligations shall be subject to the appropriation of funds by the appropriate authority where necessary.

ARTICLE 13 – Entry into force, Duration and Termination

This Agreement shall enter into force upon its signing by the parties hereto and shall remain in force for five years and be automatically renewed for further five-year periods, unless either party notifies the other in writing six months prior to the conclusion of the first five year period or each succeeding five year period of its intent to terminate this Agreement.

ARTICLE 14 – Amendments or Additions

The provisions of this Agreement and the annexes hereto may be amended or supplemented only by means of a supplementary agreement duly signed by the parties hereto.

ARTICLE 15 – Administrative provisions

1. All correspondence concerning the performance of this Agreement shall be addressed as indicated in Annex I, item 1.
2. The persons indicated in Annex I, item 2 are empowered to supervise the performance of this Agreement as Coordinators as required in Article 4:
3. Annex I may be modified by means of written communication between the Parties hereto.

ARTICLE 16 – Annexes

The following is appended to and shall form integral part of this Agreement:

Annex I: Administrative Provisions and First List of Fields of Cooperation

Annex II: Intellectual Property Rights

Annex III: Technology Management Plan

Done at Brussels, in the English and Spanish languages.

For ABACC
EÍas PALACIOS
Secretary

For the Commission
Herbert J. ALLGEIER
Director General
of the Joint Research Centre