

ORIGIN/ACTION

DEPARTMENT OF STATE

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AIRGRAM

AE 4 BRAZ-PORT

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A-261

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NO.

(Encl. Reproduced in PBR)

HANDLING INDICATOR

TO : Department of State

1965 SEP 21 AM 7 53

INFO : BUENOS AIRES (FOR ROGERS, AEC)
RIO DE JANEIRORM/AN
ANALYSIS & DISTRIBUTION
BRANCH

FROM : Amembassy VIENNA

DATE: September 17, 1965

SUBJECT: Agreement Between Brazil and Portugal in the Field
of Peaceful Uses of Atomic Energy

REF :

The U. S. Mission has received an unofficial copy of the "Agreement Between the Government of the United States of Brazil and the Government of the Portuguese Republic for Cooperation in the Utilization of Nuclear Energy for Peaceful Purposes," signed June 18, 1965.

The Agreement consists of sixteen Articles and includes, under Article III, a description of the fields wherein such cooperation should take place. They are as follows:

a) exchange of scientific and technical information with particular reference to:

- i) study and development;
- ii) health physics;
- iii) installation of equipment, including the respective projects;
- iv) utilization of installations and equipment, minerals, source materials, irradiated fuels and radioisotopes.

- b) granting of licenses and sub-licenses of patents;
- c) exchange of students, technicians and professors;
- d) improvement of prospecting and mining techniques;

Enclosure: *at 4P*

One copy of Agreement

FORM
4-62 DS-323

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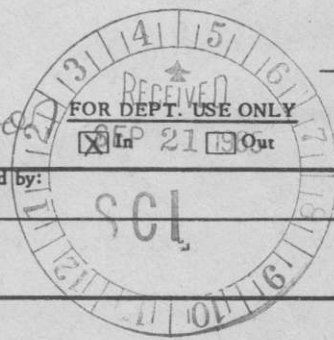
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Contents and Classification Approved by:
Verne B. Lewis

Clearances:

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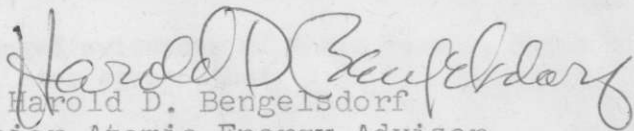
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- e) construction of installations and equipment;
- f) supply of minerals, source material and radio-isotopes.

It should be noted that Article XIII contains reciprocal guarantees ~~on the part of~~ to the effect that the materials and equipment exchanged under the agreement as well as the fissionable materials produced therefrom will be used for peaceful purposes. Sections 2 and 3 of this Article also provide that the Parties shall set up a control system to assure that these guarantees are adhered to and further that they shall consult periodically to determine whether there are areas of responsibility concerning safeguards in which the assistance of the Agency should be requested. The Mission intends to explore with the Brazilian Mission here the concrete steps the Parties have in mind regarding the implementation of these provisions.

A copy of this Agreement is enclosed herewith.

For the Resident Representative
to the International Atomic Energy Agency:


Harold D. Bengelsdorf
Senior Atomic Energy Adviser

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AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF BRAZIL AND THE GOVERNMENT
OF THE PORTUGUESE REPUBLIC FOR COOPERATION
IN THE UTILIZATION OF NUCLEAR ENERGY FOR
PEACEFUL PURPOSES

The Government of the Republic of the United States of Brazil and the Government of the Portuguese Republic, wishing to cooperate closely in the field of the utilization of nuclear energy for peaceful purposes, have decided to enter into an Agreement and have nominated for this purpose the following Plenipotentiaries:

The President of the Republic of the United States of Brazil, His Excellency the Ambassador Vasco Tristão Leitão da Cunha, Minister of Foreign Affairs; and

The President of the Portuguese Republic, His Excellency Professor Francisco de Paula Leite Pinto, President of the Nuclear Energy Board,

Who, after having exchanged evidences of their Powers, which have been found to be in order, have agreed that:

ARTICLE I

For the purpose of this Agreement:

- a) the term "installations" shall mean the plants, buildings and structures which surround or contain equipment as defined in paragraph (b) of this Article, i.e., those particularly appropriate to or utilized for nuclear purposes;
- b) the term "equipment" shall mean the principal parts or the essential elements constituting machines or installations particularly appropriate for the utilization in projects dealing with nuclear energy;
- c) the term "fuel" shall mean any substance or combination of substances prepared for use in a reactor for the purpose of initiating and maintaining fission in a self-sustaining chain reaction;
- d) the term "mineral" shall mean minerals or concentrates of minerals containing substances which permit - by means of the appropriate chemical or physical processes - the production of source materials as defined in paragraph (e) of this Article;

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- e) the term "source material" shall mean uranium containing the mixture of isotopes such as it occurs in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, or chemical compound; and such other material as determined by agreement between the Parties;
- f) the term "special fissionable material" shall mean plutonium; uranium-233; uranium-235; uranium enriched in the isotopes 233 or 235; any material containing one or more of the foregoing as well as any other such material which may come to be thus determined by agreement between the Parties. The term "special fissionable material" shall not include source materials.
- g) the term "person" means any physical or juridical person, any group of persons who may or may not be entitled to be considered a legal body, any institute or government enterprise with the exception of the Parties.

ARTICLE II

The Parties shall grant each other assistance in stimulating and developing the utilization of nuclear energy for peaceful purposes.

Any activity which has no relation to the utilization of nuclear energy for peaceful purposes shall be outside the scope of the co-operation of this Agreement.

ARTICLE III

The co-operation under this Agreement shall include the following fields:

- a) exchange of scientific and technical information with particular reference to:
 - i) study and development;
 - ii) health physics;
 - iii) installation of equipment, including the respective projects;
 - iv) utilization of installations and equipment, minerals, source materials, irradiated fuels and radioisotopes.
- b) granting of licenses and sub-licenses of patents;
- c) exchange of students, technicians and professors;
- d) improvement of prospecting and mining techniques;

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- e) construction of installations and equipment;
- f) supply of minerals, source material and radioisotopes.

ARTICLE IV

1. The co-operation which is the subject of this Agreement shall be carried out in a manner to be decided upon in each case. Such co-operation, however, shall not be contrary to the laws and regulations in force in the territories of either Party, nor to such international agreements as they may be a party to at the time this Agreement enters into force.
2. The execution of programs based on this Agreement shall be entrusted to the competent authorities in accordance with the legislation of the Parties and, in particular, to the National Commission for Nuclear Energy, in Brazil, and to the Nuclear Energy Board, in Portugal, hereinafter referred to, respectively, Commission and Board.

ARTICLE V

1. The Commission and the Board may make available to each other, or to persons domiciled in the territories of either Party, when duly authorized by the Commission or by the Board, the information they possess on subjects related to the scope of this Agreement.
2. The communication of information received from third parties under conditions incompatible with its disclosure shall be excluded from this Agreement.
3. Information considered to have commercial value by a Party having such information shall be divulged only under conditions to be stipulated by that Party.

ARTICLE VI

By arranging periodic meetings of Brazilian and Portuguese professors and scientists, the Parties shall further the exchange of knowledge related to the scope of this Agreement.

ARTICLE VII

1. a) The Parties may - under commercial conditions - grant to each other, or to persons domiciled in their territories

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and duly authorized by the Commission or the Board, licenses or sub-licenses for the use of patents they own, or of which they have the right to grant licenses or sub-licenses relating to the scope of this Agreement.

- b) The granting of licenses or sub-licenses of patents or rights received from third parties under conditions prohibiting such concession shall be excluded from this Agreement.

2. The Parties to this Agreement state their willingness to encourage and facilitate the granting of licenses or sub-licenses on patents which apply to this Agreement and are owned by persons domiciled in their territories to other such persons. Such licenses or sub-licenses shall be granted only with the consent of these persons and under conditions stipulated by them.

ARTICLE VIII

The Parties shall promote the exchange of students, technicians and professors, and, with a view to their further training, arrange for them to study at research establishments in their respective countries.

ARTICLE IX

- 1. Whenever possible, collaboration between scientists and technicians of one of the Parties shall be facilitated when prospecting for minerals in the territory of the other Party.
- 2. The nature and conditions of such collaboration shall be arranged by agreement between the Commission and the Board.
- 3. Results stemming from such collaboration shall be communicated to both Parties but shall not be disclosed by either Party except by previous agreement. When so desired, the Parties may confer with each other regarding these results.

ARTICLE X

- 1. The Parties shall grant each other assistance, wherever possible, in the purchase and construction by either Party or by persons domiciled in their respective countries and duly authorized by the Commission or the Board, of equipment and other material necessary for research work and for any development and production in the territories of both Parties relating to nuclear energy.

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2. The Parties shall also make an effort to stimulate the supply and exchange of radioisotopes between themselves.

ARTICLE XI

The Portuguese Government declares, without prejudice to previously assumed international commitments, that it is willing to negotiate with the Brazilian Government for the supply of uranium ore or of metallic uranium to it or to bodies designated by it.

ARTICLE XII

Contracts based on this Agreement may include any kind of guarantees and can be adapted to each individual case. Without prejudice to the clauses of such contracts, no clause of this Agreement shall be interpreted as imposing a liability on either Party with regard to:

- a) the accuracy or adequacy of any information given, based on this Agreement;
- b) the consequences of the use made of any information, material or equipment furnished on the basis of this Agreement;
- c) the degree in which such information, material or equipment may be put to certain private use.

ARTICLE XIII

1. The Parties bind themselves to guarantee that:

- a) any material or equipment obtained on the basis of this Agreement, as well as source material or special fissile materials produced through utilization of any material or equipment thus obtained, shall only be used for the purpose of furthering or developing the peaceful applications of nuclear energy and not for military purposes;
- b) with this in mind, no source material or special fissile materials produced from any material or equipment thus obtained shall be transferred to persons who are not authorized, or are beyond the control of either Party, except when such authorization is granted in writing by the other Party.

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2. The Parties shall set up a control system for the purpose of guaranteeing that the utilization of material and equipment furnished on the basis of this Agreement is carried out in accordance with its objectives.

3. Recognizing the importance of the International Atomic Energy Agency, the Parties shall have periodic consultations for the purpose of ascertaining whether, in the field of safeguards, there are sectors in which the collaboration of said Agency should be requested.

ARTICLE XIV

2. Such consultations shall in particular concern the study of questions of joint interest in research, technology of production, health, safety, and economic questions resulting from the peaceful utilization of nuclear energy.

ARTICLE XV

This Agreement shall be ratified by the two countries under the terms of their respective constitutional laws.

ARTICLE XVI

- a) This Agreement shall be in force for 20 years from the day on which each Party will receive from the other written notification that the legal and constitutional requirements have been complied with.
- b) This Agreement can be terminated at any time by either Party; in this case, the termination shall become effective six months after notification by the other Party;
- c) In case this Agreement is terminated, contracts made within its framework shall continue in force for the duration of the periods for which they were made, with the exception of a decision to the contrary by the Parties.

IN WITNESS WHEREOF the above-named Plenipotentiaries, duly authorized thereto, sign this Agreement.

DONE in the City of Rio de Janeiro, in two copies, this eighteenth of June 1965.

For the Government of the
United States of Brazil:

Vasco T. Leitao da Cunha

For the Government of the
Portuguese Republic:

Francisco de Paula Leite Pinto