# TECHNICAL COOPERATION ARRANGEMENT BETWEEN THE BRAZILIAN-ARGENTINE AGENCY FOR ACCOUNTING AND CONTROL OF NUCLEAR MATERIALS

## AND THE

# KOREA INSTITUTE OF NUCLEAR NONPROLIFERATION AND CONTROL

The Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials (hereinafter referred to as "ABACC") and the Korea Institute of Nuclear Nonproliferation and Control (hereinafter referred to as "the KINAC"), (hereinafter jointly referred to as "the Parties"),

Recognizing the advantages to the Parties of effective cooperation in the further development and application of nuclear material accounting and control on peaceful nuclear activities,

Believing that bilateral cooperation contributes to the development and application of safeguards technology in the Parties as well as the strengthening of trust,

Desiring to accelerate and enlarge the cooperation in the field of nuclear material accounting and control between the Parties,

Recognizing that the reduction of inspection efforts and the development of effective safeguards approach for OLR (On-Load Reactor) are significantly important for the Parties,

Wishing that the said cooperation contributes for improving the effectiveness and efficiency of safeguards system of the Parties, and implementation of joint projects on safeguards is beneficial to the international non-proliferation regime as well as the Parties.

Intending, therefore, to cooperate with each other to these ends;

Have agreed to undertake the activities as set forth below:

### **ARTICLE 1 - OBJECTIVE**

The objective of this Arrangement is to promote the cooperation contemplated by this Arrangement related solely to nuclear material accounting and control. Such cooperation shall be on the basis of mutual benefit, equality and reciprocity.

# ARTICLE 2 - SCOPE

To achieve the objective of this Arrangement, both Parties will cooperate in improving the technology on nuclear material accounting and control. The cooperation may include, but is not limited to, the following activities:



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- (i) Exchange of scientific and technical information;
- (ii) Research and development in the area of safeguards;
- (iii) Safeguards information treatment;
- (iv) Sample analysis and measurement technology;
- (v) Short term visits by scientists, engineers and other staff members to the facilities subject to safeguards of both systems. Each Party shall obtain the necessary clearance from the operator of the facility concerned.
- (vi) Holding seminars and other meetings;
- (vii) Other activities including discussions agreed mutually by both Parties.

### ARTICLE 3 - COORDINATION

Coordinators shall be appointed for the coordination, preparation, and implementation of the cooperation within the scope of this Arrangement. Each Party shall designate a coordinator and name him or her to the other Party. All administrative contacts between the Parties shall be effected via the coordinators.

### **ARTICLE 4 - INFORMATION**

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

### ARTICLE 5 - FINANCE

Except when otherwise mutually agreed in writing, each party shall bear all costs of its activities under this Arrangement.

### ARTICLE 6 - LIABILITY

Each Party shall alone be responsible for accidents to its staff or damages to its property, regardless of where the damages have been incurred, and shall not bring suit or lodge any other claims against the other Party for damages to its property or accidents to its staff, unless the claim is based on gross negligence or intentional misconduct.

### ARTICLE 7 - DISPUTE

Both Parties hereto shall act in good faith and utilize their best efforts to resolve any dispute, controversy or difference arising in connection with this Arrangement.

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### **ARTICLE 8 - AMENDMENTS**

Any amendments to this Arrangement are subject to mutual written agreement of the Parties.

# **ARTICLE 9 - TERM AND TERMINATION**

This Arrangement shall enter into force upon signature by both Parties and shall remain in force for a period of five (5) years and will be extended automatically for additional periods of two (2) years.

This Arrangement may be terminated at any time at the discretion of either Party upon six (6) months advance notification in writing by the Party seeking to terminate the Arrangement. Such termination shall be without prejudice to the rights, which may have accrued under this Arrangement to either Party up to the date of such termination.

Update was done, in duplicate in the English language to replace from TCNC to KINAC.

FOR THE BRAZILIAN-ARGENTINE AGENCY FOR ACCOUNTING AND CONTROL OF NUCLEAR MATERIALS FOR THE KOREA INSTITUTE OF NUCLEAR NONPROLIFERATION AND CONTROL

Antonio Abel Oliveira,

Secretary of ABACC

Singed in Rio de Janeiro

Hun-Gvu Lee.

President of KINAC

Signed in Daejeon