

ARRANGEMENT
FOR THE
EXCHANGE OF TECHNICAL INFORMATION
AND FOR COOPERATION IN THE FIELD OF
PEACEFUL USES OF NUCLEAR ENERGY
BETWEEN
THE PERUVIAN INSTITUTE OF NUCLEAR ENERGY
AND THE LOS ALAMOS NATIONAL LABORATORY

WHEREAS, the Peruvian Institute of Nuclear Energy (**IPEN**) and the Los Alamos National Laboratory (LANL), a facility of the United States Department of Energy (DOE) operated for DOE by the Regents of the University of California, hereinafter referred to as the Parties, each serves as a laboratory for developing and disseminating information in the field of peaceful uses of nuclear energy; and

WHEREAS, the Parties recognize the interest of their respective governments in promoting cooperation in the field of peaceful uses of nuclear energy, as called for in Article IV of the Treaty on the Non-Proliferation of Nuclear Weapons and encouraged in the Treaty for the Prohibition of Nuclear Weapons in Latin America, and in furtherance of the Agreement For Cooperation Between The United States of America and Peru Concerning Peaceful Uses of Nuclear Energy; and

WHEREAS, the Parties manifest their interest in exchanging technical information and cooperating in the field of peaceful uses of nuclear energy by means of a cooperative institutional relationship

THE PARTIES INTEND THAT:

ARTICLE I - OBJECTIVE

The objective of this Arrangement is to establish a cooperative institutional relationship between **IPEN** and LANL for the exchange of scientific and technological information regarding the peaceful uses of nuclear energy.

ARTICLE II - FORMS OF COOPERATION

1. The forms of cooperation between the Parties covered under this Arrangement may include, but are not limited to, the following:

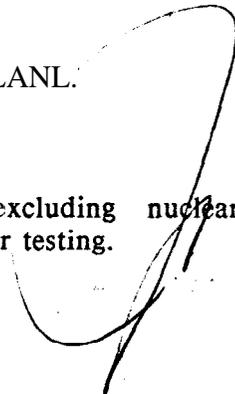
a. Exchange and provision of scientific and technical information which the Parties have a right to disclose and which does not include classified information under the laws of the United States of America and of Peru.

b. Short visits by expert teams or individuals to **IPEN** and LANL.

c. Personnel assignments of individuals to **IPEN** and LANL.

d. Exchange and provision of samples, materials (~~excluding nuclear~~ material as defined in 22 USC Section 3203), instruments and components for testing.

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e. Training of scientific and technical personnel by means of fellowships or work periods in laboratories or through the organization of seminars or specific courses.

f. Use of unclassified facilities and equipment owned and operated by IPEN or LANL.

g. Assistance in the purchase of items of laboratory equipment which are difficult to obtain through normal sources in a timely manner.

h. Joint projects in which the Parties agree to share the work, the costs, or both.

i. Participation by researchers from other Peruvian or U.S. organizations if the Parties agree that such participation supports their collaboration.

2. Other specific forms of collaboration may be added by mutual written agreement of the Parties. The Parties further intend that, upon the request of either IPEN or LANL, the details of any cooperation under this Arrangement will be confirmed in writing.

ARTICLE III - COORDINATION

To supervise the implementation of this Arrangement, each Party will designate a coordinator as its representative. The coordinators will evaluate the degree of progress of work being conducted under this Arrangement and consider and act upon new proposals for collaboration.

ARTICLE IV - UNITED STATES OF AMERICA GOVERNMENT-FURNISHED PROPERTY

1. LANL may from time to time deliver to IPEN items of U.S. Government-furnished property, such as laboratory equipment and computers, to facilitate the cooperative efforts under this Arrangement.

2. Title to such U.S. Government-furnished property shall remain in the U.S. Government. IPEN shall use the U.S. Government-furnished property only to further the purposes of this Arrangement.

3. IPEN shall maintain property control records in accordance with sound industrial practice and will make such records available to LANL for inspection at all reasonable times. In addition, IPEN shall:

a. provide to LANL on an annual basis, on or about the anniversary date of this Arrangement, a listing of all U.S. Government property made available to IPEN under this Arrangement; and

b. every two years conduct a physical inventory of such U.S. Government-furnished property and provide to LANL a signed statement indicating that such inventory was completed, the date it was completed, and a listing of all deficiencies disclosed by the physical inventory.

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4. Upon delivery of U.S. Government-furnished property to **IPEN**, **IPEN** assumes the risk and responsibility for its loss or damage, except:

- a. for reasonable wear and tear;
- b. to the extent property is consumed in carrying out the purposes of this Arrangement; or
- c. as otherwise provided by the terms of this Arrangement.

5. Neither DOE nor LANL makes any warranty whatsoever with respect to the U.S. Government-furnished property.

6. **IPEN** may repair, at its expense, any property made available under this Arrangement. **IPEN** also may modify, at its expense, any such property, but only with the LANL Coordinator's written permission. Any repair or modification shall not affect the title of the U.S. Government in such property.

7. Upon termination of this Arrangement, **IPEN** shall follow the LANL Coordinator's directions regarding the disposition of all U.S. Government-furnished property not consumed in furthering the purposes of this Arrangement or previously returned to LANL.

8. Any disagreement arising out of activities conducted under this Article will be resolved in accordance with the laws and regulations applicable to **LANL's** operations.

ARTICLE V - GENERAL PROVISIONS

1. Except as otherwise provided herein, cooperation under this Arrangement will be in accordance with the applicable laws and regulations under which each Party operates.

2. All questions related to this Arrangement arising during its term will be settled by mutual agreement.

3. Except as otherwise agreed in writing, each Party will assume responsibility for and provide funding to cover, the costs individually incurred in participating in cooperation under this Arrangement. Each Party will conduct the activities provided for in this Arrangement subject to the availability of duly appropriated funds.

4. Neither Party makes any warranty of any kind with respect to materials, information or services that may be furnished to the other Party under this Arrangement.

5. Compensation for damages incurred during cooperative activities under this Arrangement will be in accordance with applicable domestic laws and regulations.

6. The Parties understand and agree that the information, materials or equipment obtained, supplied, or exchanged as a consequence of implementing this Arrangement will be used only for peaceful purposes and not for any military or nuclear explosive purposes.

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ARTICLE VI - INFORMATION

IPEN and LANL will make available to each other information which it has the right to disclose. Unless otherwise agreed in writing, no proprietary information will be exchanged. Unless disclosure is required by law, the parties may restrict the dissemination of information to third parties by so stating in writing. Otherwise, nonproprietary information exchanged under this Arrangement will be given wide distribution.

ARTICLE VII - ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

1. The Parties intend that this Arrangement will become effective upon signature by both Parties and will remain in effect for five years. This Arrangement may be amended or extended by mutual written agreement of the Parties, and it may be terminated at any time by either Party upon two months written notice to the other Party.
2. All joint efforts and experiments initiated but not completed at the termination of this Arrangement may be continued until their completion under the terms of this Arrangement.

Signed in duplicate in the English and Spanish languages each text being equally authentic.

FOR THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA,
OPERATOR OF THE LOS ALAMOS
NATIONAL LABORATORY OF THE
UNITED STATES OF AMERICA:

James F. Jacobson

Date: 6/15/91

FOR THE INSTITUTO
PERUANO DE ENERGIA
NUCLEAR:

[Signature]

Date: 6/17/91

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**FIRST RENEWAL
OF THE ARRANGEMENT FOR THE EXCHANGE
OF TECHNICAL INFORMATION AND FOR COOPERATION
IN THE FIELD OF PEACEFUL USES OF NUCLEAR ENERGY
BETWEEN
THE PERUVIAN INSTITUTE OF NUCLEAR ENERGY AND
THE LOS ALAMOS NATIONAL LABORATORY**

On 17 **June** 1991, the Peruvian Institute of Nuclear Energy (**IPEN**) and the Los **Alamos** National Laboratory (**LANL**) entered into an Arrangement, hereinafter referred to as the Arrangement, **for a period** of five years for the exchange of technical information and for cooperation **in** the field of peaceful uses of nuclear energy. The Arrangement contained an express understanding that it could be extended by mutual written agreement of the Parties.

The Parties have found the exchange of technical information and cooperation in the field of peaceful uses of nuclear energy to be mutually beneficial and do hereby formally renew the Arrangement, attached hereto, for an additional period of five years.

This **renewal** is intended to be effective through 16 June 2001.

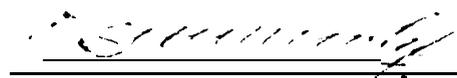
Done in Lima, Peru and Los **Alamos**, New Mexico, USA in duplicate in English and Spanish languages, each text equally authentic.

**FOR THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, OPERATORS OF THE LOS
ALAMOS NATIONAL LABORATORY OF THE
UNITED STATES OF AMERICA:**



date Aug. 13 1997

**FOR THE
PERUVIAN INSTITUTE OF
NUCLEAR ENERGY:**



date 10-5-97

**LA PRIMERA RENOVACIÓN
DEL ARREGLO PARA EL INTERCAMBIO
DE INFORMACIÓN TÉCNICA Y PARA LA COOPERACIÓN EN EL CAMPO
DE LOS Usos PACÍFICOS DE LA ENERGÍA NUCLEAR
ENTRE
EL INSTITUTO PERUANO DE ENERGIA NUCLEAR Y
EL LABORATORIO NACIONAL DE LOS ALAMOS**

En el día 17 de junio del año 1991, el Instituto Peruano de Energia Nuclear (IPEN) y el Laboratorio Nacional de Los Alamos (LANL) firmaron un acuerdo, de ahora en adelante conocido como "el Arreglo," por un período de 5 años para el intercambio de información técnica y cooperación en el campo de los usos pacíficos de la energía nuclear. Según el Arreglo, por medio de un acuerdo mutuo escrito entre los dos partidos se podría renovarse por un período de tiempo adicional.

Los dos partidos han encontrado que el intercambio de información técnica y la cooperación en el campo de los usos pacíficos de la energía nuclear es de beneficio mutuo y por medio de este acuerdo, adjunto aquí, formalmente convienen en renovar el Arreglo por un período adicional de 5 años.

Esta renovación estará en efecto hasta el 16 de junio del año 2001.

En fe de lo anterior, los representantes de LANL y de IPEN firman el presente Arreglo en Lima, Peru, y en Los Alamos, Nuevo Mexico, los Estados Unidos, en inglés y español, siendo ambos textos igualmente auténticos.

POR LOS AUTORIDADES DE LA UNIVERSIDAD
DE CALIFORNIA A CARGO DEL
LABORATORIO NACIONAL DE LOS ALAMOS
DE LOS ESTADOS UNIDOS DE AMERICA:

POR EL INSTITUTO
PERUANO DE ENERGIA
NUCLEAR:



fecha Aug. 13, 1997

fecha 15. SET. 1997