**(DRAFT)**

**EXAMPLE OF A TAKE BACK AGREEMENT FOR THE RETURN OF SEALED RADIOACTIVE SOURCES TO THE MANUFACTURER/SUPPLIER OUTSIDE OF PORTUGAL**

**(Minimum contents)**

Between:

Click here to enter text[[1]](#footnote-1), legal person no. Click here to enter text, with registered office at Click here to enter text[[2]](#footnote-2) hereinafter referred to as Manufacturer/Supplier outside of Portugal;

And

Click here to enter text[[3]](#footnote-3), legal person no. Click here to enter text, with registered office at Click here to enter text[[4]](#footnote-4) hereinafter referred to as Holder;

Whereas:

Under section 3.1.1. of the National Programme for the Management of Spent Fuel and Radioactive Waste, approved by Resolution of the Council of Ministers no. 129/2022, of 20 December, which defines the hierarchy of ways to prevent the production of radioactive waste, it is determined that the acquisition of sealed radioactive sources must henceforth be accompanied by a take back agreement for their return to the Manufacturer or Supplier outside of Portugal.

This agreement is hereby established under the terms of the following clauses:

**Clause 1**

**Purpose**

The purpose of this agreement is to return the following sources to the Manufacturer/ Supplier outside of Portugal: Click here to enter text[[5]](#footnote-5), requested by the holder, at the end of their useful life.

**Clause 2**

**Duration**

The agreement shall remain in force from the moment of the acquisition of the sealed radioactive source(s) until the moment of their return to the Manufacturer/Supplier outside of Portugal.

**Clause 3**

**Obligations of the Manufacturer/Supplier outside of Portugal**

Without prejudice to other obligations established in applicable legislation, the celebration of this agreement entails the following main obligations for the Manufacturer/Supplier outside of Portugal:

a) Accept the take-back of the disused source(s) identified in Clause 1, when the Holder does not consider or foresee any further use for them;

b) To ensure that all the necessary procedures for the return of the disused source(s) are carried out, within 30 days of the communication of the intention to return by the Holder.

**Clause 4**

**Obligations of the Holder**

Without prejudice to other obligations established in applicable legislation, the celebration of this agreement entails the following main obligations for the Holder:

a) When the Holder does not consider or foresee any further use for the sealed radioactive source(s) identified in Clause 1, the Holder must notify the Manufacturer/Supplier outside of Portugal of its intention to return the source(s);

b) To ensure that all the necessary procedures are followed in order to submit the request to the Competent Authority for the return of the disused source(s), within 30 days of the notification of the intention to do so.

**Clause 5**

**Transport**

Without prejudice to other obligations established in applicable legislation, the celebration of this agreement entails the following obligations for the Holder and/or Manufacturer/Supplier outside of Portugal:

a) To ensure that the Regulations on the Transport of Dangerous Goods are complied with during the transport of the sealed radioactive source(s);

b) To carry out the transport within 30 days after authorisation by the Competent Authority for the Transfer from Portugal/Export of the source(s).

**Clause 6**

**Financial conditions associated with the take-back of the source(s)**

For the take-back of the sealed radioactive source(s) identified in Clause 1, an initial amount of Click here to enter text[[6]](#footnote-6) is defined, which shall be settled by Click here to enter text[[7]](#footnote-7).The initial amount may be periodically adjusted under the following conditions: Click here to enter text[[8]](#footnote-8)

Date and Signature

*(Signature of the Holder or of a representative with powers to do so).*

Date and Signature

*(Signature of the Manufacturer/Supplier outside of Portugal or of a representative with powers to do so).*

1. Identification of the Manufacturer/Supplier outside of Portugal [↑](#footnote-ref-1)
2. Address of the Manufacturer’s/Supplier’s outside of Portugal registered office [↑](#footnote-ref-2)
3. Identification of the Holder [↑](#footnote-ref-3)
4. Address of the Holder’s registered office [↑](#footnote-ref-4)
5. Identification of the sealed radioactive source(s), namely isotope, model and serial number, activity and reference date. [↑](#footnote-ref-5)
6. Amount established for the take-back of the sources. The amount must be indicated in figures and in full. [↑](#footnote-ref-6)
7. Identification of the organisation that will bear the cost of the take back. [↑](#footnote-ref-7)
8. Agreed conditions regarding the adjustment of the amount initially established for the take back. [↑](#footnote-ref-8)