

No. 5333

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
UNITED STATES OF AMERICA**

**Master Contract for United States financing of Agency research (with appendix). Signed at Vienna, on 16 June 1960, and at New York, on 28 June 1960**

*Official text: English.*

*Registered by the International Atomic Energy Agency on 13 September 1960.*

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**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Contrat général pour le financement par les États-Unis de projets de recherche entrepris par l'Agence (avec appendice). Signé à Vienne, le 16 juin 1960, et à New-York, le 28 juin 1960**

*Texte officiel anglais.*

*Enregistré par l'Agence internationale de l'énergie atomique le 13 septembre 1960.*

No. 5333. MASTER CONTRACT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE UNITED STATES OF AMERICA FOR UNITED STATES FINANCING OF AGENCY RESEARCH. SIGNED AT VIENNA, ON 16 JUNE 1960, AND AT NEW YORK, ON 28 JUNE 1960

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This contract, entered into on 30 June 1960, by and between the International Atomic Energy Agency, an international organization established pursuant to the Statute of the International Atomic Energy Agency,<sup>2</sup> with its headquarters in Vienna, Austria (hereinafter called the "Agency"), and the Government of the United States of America (hereinafter called the "Government"), as represented by the United States Atomic Energy Commission (hereinafter called the "Commission").

*Witnesseth that :*

*Whereas* the Agency is authorized by its Statute and the decisions of its competent organs to encourage and assist research on, and development and practical application of, atomic energy for peaceful purposes throughout the world by making contracts for the performance of research ; and

*Whereas* the Commission desires to have the Agency perform certain research activities as hereinafter provided ; and

*Whereas* this contract is authorized by the said Statute of the International Atomic Energy Agency and by the decisions of the Board of Governors of the Agency, and by United States law, including the Atomic Energy Act of 1954 ;

*Now, therefore,* the parties hereto mutually agree as follows :

*Article I*

SCOPE OF CONTRACT

1. The Agency shall, through the means of subsidiary arrangements (hereinafter referred to as "subcontracts") and in accordance with programs proposed by the

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<sup>1</sup> Came into force on 30 June 1960 by signature.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 276, p. 3 ; Vol. 293, p. 359 ; Vol. 312, p. 427 ; Vol. 316, p. 387, and Vol. 356, p. 378.

Agency and approved by the Commission, conduct research as will be specified in supplemental agreements to be concluded from time to time between the Agency and the Commission pursuant to this contract. Such supplemental agreements shall, except if specifically provided otherwise, be subject to all the terms and conditions set forth in this contract. They shall specify the total sum to be paid by the Commission to the Agency for the research specified in the supplemental agreement, and may also include estimated budgets.

2. The research specified in the supplemental agreements will be accomplished under subcontracts arranged subject to the mutual agreement of the parties to this contract. No subcontracts under this contract shall use the cost-plus-a-percentage-of-cost system of contracting. Subcontractors shall be guided by, but not be bound, to conform to the details of the estimated budgets included in the supplemental agreements.

3. The Agency shall obtain from the subcontractors the reports required hereunder and specified in "Appendix A",<sup>1</sup> which is attached and is hereby made a part of this contract; the Agency shall furnish to the Commission six copies of all such reports.

#### *Article II*

##### TERM OF CONTRACT AND TERMINATION

1. The term of this contract shall be six years from the time of its entry into force; provided, however, that the term may be extended for additional periods by mutual agreement.

2. The Agency or the Commission may at any time, upon thirty days' written notice, terminate this contract in whole or in part; such termination shall, unless otherwise specified, terminate all supplemental agreements concluded pursuant to this contract. In the event of any such termination, the Commission will make an equitable settlement or adjustment, upon submission by the Agency of such evidentiary data as the Commission may request, on the basis of payments made by the Agency for amounts due under the provisions of the subcontracts on the effective date of the termination of this contract; provided, however, that the payments with respect to any terminated supplemental agreement to be made by the Commission to the Agency under this Article and under Article III shall not exceed the total amount specified in such terminated supplemental agreement.

#### *Article III*

##### CONSIDERATION

1. In full consideration of the Agency's performance hereunder and under the supplemental agreements, and upon submission by the Agency of invoices or vouchers

<sup>1</sup> See p. 144 of this volume.

in such detail and together with such written data as the Commission may request (including, without limitation, evidence of payments made by the Agency to such subcontractors) the Commission shall pay the Agency the amounts specified in such supplemental agreements as follows :

- (a) Fifty percent (50 %) on account thereof upon execution of the supplemental agreement ;
- (b) Thirty percent (30 %) on account thereof six months thereafter ; and
- (c) The remaining twenty percent (20 %) upon receipt and acceptance of : a satisfactory progress report, if the supplemental agreement is to be renewed, or if the supplemental agreement is not to be renewed, a satisfactory and complete scientific report upon the expiration of the term specified in the supplemental agreement, and a statement of all payments made by the Agency to the subcontractors.

2. If the supplemental agreement is renewed, payments to the Agency of any additional amount to be paid by the Commission for the extended term shall follow a similar pattern, to be specified in the supplemental agreement.

3. The Agency agrees that if, upon the expiration of the term of any supplemental agreement as stated herein or as it may be renewed from time to time, the total payments made or to be made under the supplemental agreement by the Commission exceed the payments made by the Agency to the subcontractors under such supplemental agreement, the excess shall be reported to the Commission, and shall, in the discretion of the Commission, be applied to any renewal of the supplemental agreement, to another supplemental agreement, or returned to the Commission.

#### *Article IV*

#### PATENTS

1. The Agency and the Commission hereby agree that all results of any research performed pursuant to this contract and any supplemental agreement thereto, including any inventions and discoveries arising out of it, shall be made available for the development and practical application of atomic energy for peaceful uses throughout the world. To accomplish this purpose it is agreed that the Agency and the Commission shall co-operate by prompt and extensive publication and by other appropriate means to prevent restriction of the free use of such results and further that the Agency, the Commission or any subcontractor concerned may obtain any patent or similar protection for such results, provided that the owner of such a patent undertakes to make the invention freely usable, without charge or any other restriction, throughout the world. Each party hereby waives and releases any and all claims against the other party for compensation, royalty and award with respect thereto and to licenses and sub-licenses therein.

2. The Agency and the Commission agree to assist each other in obtaining any patent or similar protection that either may wish to obtain under the conditions stated in paragraph 1 of this Article. Supplementary arrangements may be made to avoid any conflicting application for such patent.

3. The Agency further agrees that it will include similar provisions in every subcontract with respect to any subcontractor.

#### *Article V*

##### REPORTS AND OBSERVATION OF PERFORMANCE

1. The Commission shall be permitted, in order to keep currently informed of the progress of the work after appropriate arrangements have been made with the Agency and the subcontractor, to observe to the extent practicable the research being undertaken under this contract.

2. The subcontractors performing the research shall be obliged to make progress and other reports in such manner and at such times as specified in "Appendix A".

#### *Article VI*

##### PUBLICATION

1. It is intended that the Agency and the subcontractors shall have full freedom of publication of the results of the research under this contract through customary scientific publication channels, and shall have freedom to circulate this information to all the Member States of the Agency.

2. All publications shall include a reference that the results were developed under a project sponsored by the International Atomic Energy Agency and the United States Atomic Energy Commission.

3. The Commission reserves the right to distribute through normal and accepted channels all information developed by the Agency or any subcontractor under this contract.

#### *Article VII*

##### DISCLAIMER OF LIABILITY

The Commission shall not be liable for injuries to any person or damage to any property resulting from the performance of any research under this contract.

*Article VIII*

## DISPUTES

Any dispute arising under this contract which is not settled by mutual agreement of the parties, shall be referred for arbitration to a board composed of three arbitrators. One of such arbitrators shall be appointed by the Agency, one shall be appointed by the Commission, and the third arbitrator, who shall be the Chairman, shall be selected by the first two. In the event that the first two arbitrators so selected are unable to agree on a third arbitrator within three months of their selection, the third arbitrator shall be chosen by the Secretary-General of the United Nations at the request of either of the parties. The decision of a majority of the arbitrators so selected shall be final and binding. Allocations of the costs of arbitration shall be determined by the board of arbitrators ; provided, however, that no party shall be obliged to pay the costs of the other party's arbitrator.

*Article IX*

## OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

*Article X*

## PERSONAL SERVICE REQUIREMENT

The Agency agrees that unless the Commission has given its prior written approval the Agency shall not use any of the funds supplied by the Commission under this contract to pay the stipend of any appointment for which commensurate services are not rendered under this contract, or to pay any part of a stipend or a fellowship of any kind.

*Article XI*

## CHANGES

1. Due to the unique character and nature of the research work that may be carried on under this contract or for any other appropriate reason, it is understood that at any time during the term of this contract either party may approach the other concerning the necessity or desirability of changing the nature or extent of the work to be performed under this contract.

2. If the parties mutually agree to make any such changes in the work, an equitable modification in the compensation provided by the supplemental agreement shall be agreed upon and shall be incorporated in a formal supplement to such supplemental agreement.

## Article XII

## ASSIGNMENT

Neither this contract nor any supplemental agreement, nor any interest therein nor claim thereunder, shall be assigned or transferred by the Agency, except as expressly provided herein or authorized in writing by the Commission.

IN WITNESS WHEREOF, the Agency and the Commission have executed this contract.

The International Atomic Energy Agency :

(Signed) Sterling COLE  
Director General  
Vienna, 6/16/60

The United States Atomic Energy Commission :

(Signed) Joseph L. SMITH  
N. Y., 6/28/60

## APPENDIX A

## REPORTS AND PROPOSALS TO BE FURNISHED TO THE COMMISSION

	<i>Date Due</i>	<i>Copies</i>
1. 200-word summary of purpose and scope with submittal date indicated thereon.	Within thirty days after execution of contract	Three
2. Progress Report	Three months before expiration date of subcontract	Six
3. Renewal Proposal	Three months before expiration date of subcontract	Six
4. Brief reports or manuscripts may be submitted as desired by Senior Investigator		
5. Complete Scientific Report	On subcontract expiration or termination	Six

The progress report should briefly describe the scope of investigations and the significant results obtained. It should also explain any significant differences between the actual level of activity (expressed in the various categories of man months, facilities procured, travel performed, etc.) and that contemplated in the contract. Technical reports and articles prepared for publication should be listed with bibliographic references. Reprints or preprints of all such material should be appended and material contained therein need not be duplicated in the report.