

No. 5690

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
FINLAND**

**Agreement for assistance by the Agency to Finland in  
establishing a research reactor project (with annex).  
Signed at Vienna, on 30 December 1960**

*Official text: English.*

*Registered by the International Atomic Energy Agency on 8 May 1961.*

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**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE  
et  
FINLANDE**

**Accord relatif à l'aide de l'Agence à la Finlande pour un  
réacteur de recherche (avec annexe). Signé à Vienne,  
le 30 décembre 1960**

*Texte officiel anglais.*

*Enregistré par l'Agence internationale de l'énergie atomique le 8 mai 1961.*

No. 5690. AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF FINLAND FOR ASSISTANCE BY THE AGENCY TO FINLAND IN ESTABLISHING A RESEARCH REACTOR PROJECT. SIGNED AT VIENNA, ON 30 DECEMBER 1960

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*Whereas* the Government of Finland (hereinafter called “ Finland ”), desiring to set up a project for research on, and development and practical application of, atomic energy for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the “ Agency ”) in securing a research reactor which Finland desires to purchase from a particular manufacturer in the United States of America (hereinafter called the “ Manufacturer ”), and in securing the special fissionable material necessary for that reactor; and

*Whereas* the Board of Governors of the Agency has approved the project; and

*Whereas* the Agency and the Government of the United States of America (hereinafter called the “ United States ”) on 11 May 1959 concluded an Agreement for Co-operation<sup>2</sup> (hereinafter called the “ Co-operation Agreement ”), under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency<sup>3</sup> certain quantities of special fissionable material, and also undertook, subject to various applicable provisions and license requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export material, equipment or facilities for a Member of the Agency in connection with an Agency project; and

*Whereas* the Agency, Finland and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract for the transfer of enriched uranium for the research reactor<sup>4</sup> (hereinafter called the “ Supply Agreement ”);

*Now therefore* the Agency and Finland hereby agree as follows:

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<sup>1</sup> Came into force on 30 December 1960, upon signature, in accordance with article VI.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 339, p. 359.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 276, p. 3; Vol. 293, p. 359; Vol. 312, p. 427; Vol. 316, p. 387; Vol. 356, p. 378, and Vol. 394.

<sup>4</sup> See p. 241 of this volume.

*Article I*

## DEFINITION OF THE PROJECT

The project to which this Project Agreement relates is a 100-kilowatt Triga Mark II training and research reactor, and its associated facilities, to be operated by the Finland Institute of Technology at Otaniemi, Finland.

*Article II*

## SUPPLY OF A REACTOR AND ALLOCATION OF SPECIAL FISSIONABLE MATERIAL

1. The Agency undertakes that, pursuant to Article IV of the Co-operation Agreement, it will request the United States to permit the transfer and export to Finland of a 100-kilowatt Triga Mark II reactor together with components and spare parts (hereinafter called the "reactor") manufactured in accordance with a contract between Finland and the Manufacturer.
2. The Agency hereby allocates to the project described in Article I of this Project Agreement, from material made available to the Agency by the United States, special fissionable material in the form of enriched uranium (hereinafter called the "special fissionable material"), as specified in Article I of the Supply Agreement.

*Article III*

## SHIPMENT OF THE SPECIAL FISSIONABLE MATERIAL

1. Finland undertakes that any shipment of the special fissionable material arranged for by it shall be in the custody of a licensed public carrier selected for that purpose by Finland, or shall be accompanied by a responsible person designated by Finland.
2. Finland undertakes that, in arranging for the shipment of the special fissionable material, it will ensure as far as possible the observance of the provisions of the Regulations for the Transport of Radioactive Materials approved by the Board of Governors of the Agency for application to operations assisted by the Agency, provided that insofar as the shipment takes place within the territory or under the jurisdiction of a Member State of the Agency the laws and regulations of that State shall be fully complied with.

*Article IV*TERMS AND CONDITIONS FOR THE PROVISION OF THE  
SPECIAL FISSIONABLE MATERIAL

The special fissionable material will be transferred by the Agency to Finland pursuant to the terms of the Supply Agreement, such agreement constituting an

integral part of this Project Agreement to the extent that rights and obligations between the Agency and Finland are set forth therein.

### *Article V*

#### AGENCY SAFEGUARDS AGAINST DIVERSION

1. Finland agrees that the reactor and the special fissionable material, and any special fissionable material produced by their use, shall not be used in such a way as to further any military purpose.
2. It is hereby agreed and specified that, until such time as may be otherwise agreed by the Agency and Finland, the rights and responsibilities provided for in Article XII. A of the Statute of the Agency are relevant to the project. Subject to the above-mentioned statutory provisions and subject to any relevant principles and procedures that may be established thereunder, the details of Agency safeguards against diversion and the provisions regarding Agency inspectors, including those performing functions pursuant to Article VI of this Project Agreement, shall be determined from time to time by the Board of Governors of the Agency after consultation by the Director General of the Agency with Finland. Finland hereby agrees to comply with any requirements thus established and to co-operate with the Agency in their application.

### *Article VI*

#### HEALTH AND SAFETY MEASURES

It is hereby agreed that the health and safety measures specified in the Annex<sup>1</sup> to this Project Agreement will be applied to the reactor and the special fissionable material.

### *Article VII*

#### INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

1. In pursuance of Article VIII. B of the Statute of the Agency, Finland shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency under this Project Agreement.
2. The Agency, in view of the degree of its participation in the present project, does not claim any right or interest in any inventions or discoveries, or any patents therein, arising from the project. The Agency may, however, be granted licenses under any such patents upon terms and conditions to be agreed.

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<sup>1</sup> See p. 266 of this volume.

*Article VIII*

## SETTLEMENT OF DISPUTES

1. Any question or dispute concerning the interpretation or application of this Project Agreement which is not settled by negotiation or as may otherwise be agreed, shall be settled in accordance with the provisions of Article V of the Supply Agreement.

2. In case of any question or dispute involving the application of Articles V or VI of this Project Agreement, decisions of the Board of Governors of the Agency shall, if they so provide, immediately be given effect and be complied with by Finland, pending the conclusion of any procedure of consultation, negotiation or arbitration that may be or may have been invoked with regard to that question or dispute.

*Article IX*

## ENTRY INTO FORCE

This Project Agreement shall enter into force upon signature by the Director General of the Agency and the duly authorized representative of Finland.

DONE in duplicate in the English language this 30th day of December 1960 in Vienna.

For the International Atomic  
Energy Agency:

(Signed) Sterling COLE

For the Government  
of Finland:

(Signed) C. O. FRIETSCH

## ANNEX

## HEALTH AND SAFETY MEASURES

1. The health and safety measures applicable to the project shall be those approved by the Board of Governors on 31 March 1960 as set forth in Agency document INFCIRC/18, as specified in the paragraphs below.
2. Finland shall apply the health and safety standards and measures provided for in its Law of Protection against Radiation, No. 174, of 26 April 1957, in its Decree on Protection Against Radiation, No. 328, of 27 September 1957, and in its Decision of the Ministry of the Interior regarding Protection against Radiation, No. 119, of 15 March 1958, which were submitted by Finland for consideration by the Agency in approving the project. In addition Finland shall as far as possible conform to the Agency safety standards referred to in paragraph 2 of INFCIRC/18 that have been promulgated by the Agency under the authority of the Board of Governors; in particular Finland shall conform to the provisions of the Manual on " Safe Handling of Radioisotopes " and to the provisions of the Regulations for the Transport of Radioactive Materials approved by the Board of Governors for application to operations assisted by the Agency.
3. Finland shall submit to the Agency with respect to the following types of operations the information specified in paragraph 29 of INFCIRC/18 :
  - (a) Receipt and handling of the fuel.
  - (b) Loading of fuel into reactor.
  - (c) Start-up of the reactor.
  - (d) Discharge of fuel from the reactor.
  - (e) Handling and storage of discharged core.
  - (f) Reprocessing of fuel, if to be performed in Finland.
4. Finland shall submit the reports specified in paragraph 25 of INFCIRC/18, the first report to be submitted no later than twelve months after the coming into force of the Project Agreement.<sup>1</sup> In addition, the reports specified in paragraphs 26 and 27 of INFCIRC/18 shall be submitted.
5. The Agency will inspect the reactor at the time of initial start-up, once during the first year of operation, and thereafter not more than once a year, except that special inspections may be carried out under the circumstances specified in paragraph 32 of INFCIRC/18. The arrangements for such inspections will be determined in accordance with the procedures specified in paragraph 2 of Article V of the Project Agreement.
6. Any changes in the safety standards and measures specified in this Annex shall be made in accordance with the provisions of paragraphs 38 and 39 of INFCIRC/18.

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<sup>1</sup> See p. 258 of this volume.