

No. 584

---

**INTERNATIONAL ATOMIC ENERGY AGENCY  
MONACO and OCEANOGRAPHIC INSTITUTE**

**Agreement (with annexes) concerning research on the effects  
of radioactivity in the sea. Signed at Paris, on 8 March  
1961, and at Vienna, on 10 March 1961**

*Official texts : English and French.*

*Filed and recorded at the request of the International Atomic Energy Agency on 8 May  
1961.*

---

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE,  
MONACO et INSTITUT OcéANOGRAPHIQUE**

**Accord (avec annexes) concernant des recherches sur les  
effets de la radioactivité dans la mer. Signé à Paris,  
le 8 mars 1961, et à Vienne, le 10 mars 1961**

*Textes officiels anglais et français.*

*Classé et inscrit au répertoire à la demande de l'Agence internationale de l'énergie  
atomique le 8 mai 1961.*

No. 584. AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE PRINCIPALITY OF MONACO AND THE OCEANOGRAPHIC INSTITUTE CONCERNING RESEARCH ON THE EFFECTS OF RADIOACTIVITY IN THE SEA. SIGNED AT PARIS, ON 8 MARCH 1961, AND AT VIENNA, ON 10 MARCH 1961

---

WHEREAS the International Atomic Energy Agency (hereinafter referred to as the "Agency") is authorized under its Statute<sup>2</sup> to encourage and assist research on, and development and practical application of, atomic energy for peaceful uses throughout the world ; and

WHEREAS the Government of the Principality of Monaco (hereinafter referred to as the "Government") is willing to assist the Agency in the performance of a research project, and is prepared to contribute funds and to make available to the Agency services, equipment and facilities of the Scientific Center ; and

WHEREAS the Oceanographic Institute, Fondation Prince Albert 1<sup>er</sup> de Monaco (hereinafter referred to as the "Institute"), is willing to assist the Agency in the performance of a research project and is prepared to make available to the Agency services, equipment and facilities of the Oceanographic Museum, and ships and facilities thereon ;

NOW THEREFORE the Agency, the Government and the Institute hereby agree as follows :

1. NATURE OF THE RESEARCH PROJECT

A research project on the effects of radioactivity in the sea (hereinafter referred to as the "research project") will be undertaken under the supervision of the Agency in Monaco. The agreed program for such research is specified in Annex A<sup>3</sup> to this Agreement. Alterations or additions to this program may be made by agreement of the parties.

2. PERIOD OF THE RESEARCH PROJECT

The period of the research project will commence on 1 January 1961 and shall extend for three years. It may be extended thereafter by agreement of the parties.

---

<sup>1</sup> Came into force on 10 March 1961, upon signature, in accordance with paragraph 13.

<sup>2</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>3</sup> See p. 268 of this volume.

### 3. RESPONSIBILITIES OF THE AGENCY DURING 1961

- (a) The Agency shall appoint a chief scientist to be in charge of the conduct of the research and shall provide the necessary personnel for the research project.
- (b) The Agency will put at the disposal of the research project, for use in connection therewith, any additional specialized equipment (over and above the equipment specified in Annex B<sup>1</sup> to this Agreement), which shall remain the property of the Agency, as may be found necessary for the execution of the research project. The Director General of the Agency shall notify the Government and the Institute when such equipment is put at the disposal of the project. Maintenance of, and provision of spare parts for, such equipment shall be the responsibility of the Agency.
- (c) The Agency will put at the disposal of the research project, for use in connection therewith, scientific and technical supplies not exceeding US \$ 10 000 (49 000 French NF) in value.

### 4. RESPONSIBILITIES OF THE GOVERNMENT

- (a) The Government shall put at the disposal of the research project the laboratory and working facilities of the Scientific Center, as specified in Annex B (1) (a) to this Agreement. The Government will be responsible for :
  - i) Costs of maintenance of these facilities ;
  - ii) Costs of public services and utilities in connection with these facilities including, without limitation by reason of this enumeration, electricity, water, heat, gas, sewage disposal, collection of refuse, fire protection, and local telephone service ;
  - (iii) Costs of insurance of these facilities.
- (b) The Government shall put at the disposal of the research project, for use in connection therewith, available equipment as specified in Annex B (1) (b) to this Agreement not exceeding US \$61 224 (300 000 French NF) in value, which shall remain the property of the Government. Maintenance of, and provision of spare parts for, this equipment shall be the responsibility of the Government.
- (c) The Government may put at the disposal of the research project additional scientific, technical and other personnel, as agreed with the Agency. Such personnel shall work under the direction of the chief scientist of the research project but shall not be considered staff members, officers, experts, employees or agents of the Agency and shall not be entitled to any salary, compensation, benefit, or subsidy whatsoever from the Agency.
- (d) The Government agrees to make in 1961 a voluntary contribution of 200 000 French NF to the Agency's General Fund, which shall be used to cover expenses in con-

<sup>1</sup> See p. 268 of this volume.

nection with the research project. The Government further agrees, subject to the provisions of paragraph 6 of this Agreement, to make a voluntary contribution to the Agency's General Fund of the same amount for each of the following years of the research project.

#### 5. RESPONSIBILITIES OF THE INSTITUTE

- (a) The Institute shall put at the disposal of the research project, to the largest extent compatible with its own research program, the facilities of the Oceanographic Museum, and the ships and facilities thereon as specified in Annex B (2)(a) to this Agreement. The Institute will further employ its best efforts to assure that additional facilities, including ships, listed in Annex B (3)(a) be made available for use in connection with the research project. The Institute will be responsible or will make arrangements for :
- (i) Costs of maintenance of these facilities and ships ;
  - (ii) Costs of public services and utilities in connection with these facilities and ships including, without limitation by reason of this enumeration, electricity, water, heat, gas, sewage disposal, collection of refuse, fire protection, and local telephone service ;
  - (iii) Costs of insurance of these facilities and ships.
- (b) The Institute shall put at the disposal of the research project, for use in connection therewith, available equipment as specified in Annex B (2)(b) to this Agreement not exceeding US \$ 10 000 (49 000 French NF) in value, which shall remain the property of the Institute. Maintenance of, and provision of spare parts for, this equipment shall be the responsibility of the Institute. The Institute will further employ its best efforts to assure that additional equipment listed in Annex B (3)(b) to this Agreement be made available for use in connection with the research project. The Institute will make arrangements for maintenance of, and provision of spare parts for, this equipment.
- (c) The Institute may put at the disposal of the research project scientific, technical and other personnel, as agreed with the Agency. Such personnel shall work under the direction of the chief scientist of the research project but shall not be considered staff members, officers, experts, employees or agents of the Agency and shall not be entitled to any salary, compensation, benefit, or subsidy whatsoever from the Agency.

#### 6. CONTINUATION OF THE RESEARCH PROJECT IN 1962 AND 1963

- (a) Within thirty days after the approval of the Agency's budget for 1962, the Director General of the Agency shall notify the Government and the Institute of the contribution of staff, equipment and supplies which the Agency is prepared to make available to the research project in 1962. If the contribution which the Agency is prepared to make in 1962 falls so far below its contributions in 1961

that the Government and the Institute consider that the research project cannot effectively be continued, the Government and the Institute may inform the Agency, within fifteen days after receipt of the aforesaid notification, of their decision to terminate the research project at the end of the then current calendar year. Unless notice of the decision to terminate is thus given, the research project shall continue on the basis of contributions in accordance with this agreement and the aforesaid notification.

- (b) The same procedure shall apply with respect to continuance for 1963.

#### 7. AGENCY FELLOWSHIPS

The Agency may grant up to four fellowships per annum for work on the research project. An additional number of fellowships may be agreed upon between the Agency, the Government and the Institute.

#### 8. PUBLICATION AND RIGHTS TO INTELLECTUAL PROPERTY

- (a) The Agency, the Government and the Institute may each publish any results of the research project, provided that such publication shall include an appropriate acknowledgment of the contribution of the other parties.
- (b) The Agency, the Government and the Institute hereby agree that all results of the research project, including any inventions or 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, the Government and the Institute shall co-operate by prompt and extensive publication and by other appropriate means to prevent restrictions of the free use of such results and further that the Agency, the Government and the Institute and persons under the control of either may obtain any patent or similar protection for such results, provided that the owner of such 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 both other parties for compensation, royalty and award with respect thereto and to licenses and sub-licenses therein. The Agency, the Government and the Institute hereby agree to assist each other in obtaining any patent or similar protection that either may wish to obtain under the above conditions ; supplementary arrangements may be made to avoid any conflicting application for such patents.

#### 9. HEALTH AND SAFETY PROVISIONS

The Agency, the Government and the Institute agree that the Agency's health and safety standards and measures shall be applied to the research project.

## 10. CO-ORDINATION

- (a) The Agency, the Government and the Institute agree to establish an advisory committee, through which they will consult to ensure the effective and co-ordinated use of the facilities and equipment at the disposal of the research project within the complex of the research facilities defined in paragraphs 4(a) and 5(a) above. The Director General of the Agency shall appoint two members and the Government and the Institute shall each appoint one member of the committee, which shall determine its own procedure.
- (b) Arrangements for the implementation of this Agreement shall be made, if necessary, by mutual agreement between the Director General of the Agency, the Government and the Institute.

## 11. PRIVILEGES AND IMMUNITIES

- (a) In connection with the research project, the Government will apply to the Agency, its officials, experts, property, funds and assets the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.<sup>1</sup>
- (b) Persons employed by the Agency in accordance with paragraph 3(a) above shall participate in the United Nations Joint Staff Pension Fund if they are eligible under the Regulations of that Fund, and shall not be obliged to participate in the social security system or any part thereof of Monaco, nor shall the Agency be obliged to pay in their behalf any employer's contribution under that system ; provided, however, that administrative or technical personnel employed by the Agency in accordance with paragraph 3(a) above who are locally recruited shall instead continue to participate, if possible, in the national social security system in which they participated before being employed by the Agency.

## 12. SETTLEMENT OF DISPUTES

Any question or dispute arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall on the request of any party be submitted to an arbitral tribunal composed as follows :

- (a) If the question or dispute involves only two of the parties to this Agreement, all three parties agreeing that the third is not concerned, the two parties involved shall each designate one arbitrator, and the two arbitrators so designated shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either party has not designated an arbitrator or if within thirty days of the designation of two arbitrators the third arbitrator has not been ap-

<sup>1</sup> United Nations, *Treaty Series* Vol. 374, p. 147 and p. 352 of this volume.

pointed, either party to the dispute may request the President of the International Court of Justice to appoint an arbitrator.

- (b) If the question or dispute involves all three parties to this Agreement, each party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision appoint a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any party has not designated an arbitrator, or if within thirty days of the appointment of all three arbitrators the Chairman or the fifth arbitrator has not been appointed, any party may request the President of the International Court of Justice to appoint the necessary number of arbitrators.

The procedure of the arbitration shall be determined by the arbitrators, and the expenses of arbitration shall be borne by the parties as assessed by the arbitrators. The arbitrators shall make decisions by a majority vote, and a majority of the members of the arbitral tribunal shall constitute a quorum. The arbitral award shall contain a statement of the reasons on which it is based and shall be binding on the parties as the final adjudication of the dispute.

### 13. ENTRY INTO FORCE

This Agreement shall enter into force upon signature on behalf of the Agency by the Director General, on behalf of the Government by the Minister of State, and on behalf of the Institute by the Chairman of the Board of Directors.

DONE in triplicate in English and French, the texts in both languages being equally authentic.

For the International Atomic Energy Agency :

*(Signed)* Sterling COLE

Vienna, Austria, 10 March 1961

For the Government of the Principality of Monaco :

*(Signed)* Emile PELLETIER

Vienna, 10 March 1961

For the Oceanographic Institute :

*(Signed)* Maurice RECLUS

Paris, 8 March 1961

## ANNEX A

## AGREED RESEARCH PROGRAM

Recognizing that at the present time scientific knowledge about the redistribution of materials in the oceans, in particular by means of the biological cycle, is very limited and therefore research in this field is desirable, the parties agree on the following simultaneous objectives for the research program, based on the recommendations of the Scientific Advisory Committee of the Agency.

1. The acquisition of knowledge concerning the movement of water and of marine organisms and the deposition of organic and inorganic matter.
2. The special study of the distribution and redistribution in marine organisms, ranging from phytoplankton to fish, of various forms of radioactive materials already existing in or that may be introduced into different locations.
3. The effects of radioactive materials at various concentration levels on the marine ecology.

## ANNEX B

## FACILITIES AND EQUIPMENT TO BE MADE AVAILABLE BY THE GOVERNMENT AND THE INSTITUTE FOR THE RESEARCH PROJECT

1. *By the Government*

## (a) Facilities :

Appropriate space in the Scientific Center.

## (b) Equipment :

## (i) Electronic apparatus :

2 counter assemblies (Geiger-Müller counters).

2 counter assemblies (photo-multiplier).

1 gas-filled ionization chamber for measuring the activity of alpha- and beta-emitting gases (measurement of radon content in mine air and the activity of low-power radium sources). The ionization current is measured with a vibrating-condenser amplifier.

1 beta-gamma measuring apparatus using a beta-gamma ionization chamber.

1 apparatus for tritium and carbon-14 determination.

1 low-background proportional counter for carbon-14 determination.

1 gamma spectrograph.

## (ii) Electronic monitoring apparatus :

1 portable alpha-beta integrating dosimeter.

1 gamma-ray spectrometer.

1 scintillometer.

1 portable "Babylog" beta-gamma ionization chamber.

10 pocket dosimeters.

1 charger for pocket dosimeters.

1 scintillation counting apparatus with well-type crystal and photo-multiplier.

1 probe equipped with a scintillation counter capable of measuring marine samples at any depth to be installed aboard the "Winnaretta Singer".

Films.

(iii) Maintenance equipment :

1 oscilloscope.

1 amplitude-calibrated pulse generator.

1 vacuum-tube electrometer.

1 voltmeter.

(iv) Miscellaneous auxiliary stores and spare parts :

Plastic carboys for disposal of contaminated liquids, condensers, batteries, potentiometers, etc.

2. *By the Institute*

(a) Facilities :

Appropriate space in the Oceanographic Museum.

The library.

Aquariums and laboratories for marine biology.

The 60 foot oceanographic vessel "Winnaretta Singer", fully equipped.

The 30 foot boat "Physalie", fully equipped.

(b) Equipment :

Miscellaneous fishing equipment, such as nets, trawl-nets, mid-water trawls, plankton-nets, etc.

3. *Possible Procurement through Institute*

(a) Facilities :

The 360 ton oceanographic ship "Calypso", for short periods of time.

The "diving saucer" and accompanying ship.

(b) Equipment :

Equipment for deep sea photography, including photo and cine sleds "Troika".

---