

No. 5935

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
YUGOSLAVIA**

**Agreement (with annexes) for assistance by the Agency to
Yugoslavia in establishing a research reactor project.
Signed at Vienna, on 4 October 1961**

Official text : English.

Registered by the International Atomic Energy Agency on 6 November 1961.

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

**Accord (avec annexes) relatif à l'aide de l'Agence à la You-
goslavie pour un réacteur de recherche. Signé à Vienne,
le 4 octobre 1961**

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 6 novembre 1961.

No. 5935. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA FOR ASSISTANCE BY THE AGENCY TO YUGOSLAVIA IN ESTABLISHING A RESEARCH REACTOR PROJECT. SIGNED AT VIENNA, ON 4 OCTOBER 1961

WHEREAS the Government of the Federal People's Republic of Yugoslavia (hereinafter called « Yugoslavia »), 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 training and research reactor which Yugoslavia 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 on 7 April 1961 ; 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-operation² (hereinafter called the « Co-operation Agreement »), under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency³ 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, Yugoslavia 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 (hereinafter called the « Supply Agreement ») ;⁴

NOW THEREFORE the Agency and Yugoslavia hereby agree as follows :

¹ Came into force on 4 October 1961, upon signature, in accordance with article VIII.

² United Nations, *Treaty Series*, Vol. 339, p. 359.

³ United Nations, *Treaty Series*, Vol. 276, p. 3 ; Vol. 293, p. 359 ; Vol. 312, p. 427 ; Vol. 316, p. 387 ; Vol. 356, p. 378 ; Vol. 394, p. 276, and Vol. 407.

⁴ See p. 209 of this volume.

Article I

DEFINITION OF THE PROJECT

Section 1. 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 Nuclear Institute "Jožef Stefan" at Ljubljana, Yugoslavia.

Article II

SUPPLY OF A REACTOR AND SPECIAL FISSIONABLE MATERIAL

Section 2. 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 Yugoslavia 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 Yugoslavia and the Manufacturer.

Section 3. The Agency hereby allocates to the project described in Article I, and provides to Yugoslavia enriched uranium (hereinafter called the "supplied material") pursuant to the terms of the Supply Agreement, which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and Yugoslavia.

Article III

SHIPMENT OF THE SUPPLIED MATERIAL

Section 4. Any shipment of the supplied material arranged for by Yugoslavia while the supplied material is in its possession shall be in the custody of a licensed public carrier selected for that purpose by Yugoslavia or shall be accompanied by a responsible person designated by Yugoslavia.

Section 5. In arranging for shipment of the supplied material, Yugoslavia shall ensure, as far as possible, the observance of the Agency's Regulations for the Safe Transport of Radioactive Materials.

Article IV

AGENCY SAFEGUARDS AGAINST DIVERSION

Section 6. Yugoslavia agrees that the reactor and the supplied material, and any special fissionable material produced by their use, shall not be used in such a way as to further any military purpose.

Section 7. It is hereby agreed and specified that the rights and responsibilities provided for in Article XII.A of the Statute of the Agency are relevant to the project, provided that paragraphs 1-6 of that Article shall be implemented in accordance with

Annex A¹ to this Agreement. If Yugoslavia desires to use or store the supplied material outside of the reactor and its associated facilities, or if it desires to use other fuel elements in the reactor, or if it desires to process the supplied material or any other special fissionable material to which safeguards are attached pursuant to Annex A or to send any of it out of Yugoslavia, it shall inform the Agency a sufficient time in advance to permit the preparation of any appropriate additional provisions. Subject to Article XII. A of the Statute and to any relevant principles that have been or may be established thereunder, such additional provisions shall be determined by the Board of Governors of the Agency after consultation by the Director General of the Agency with Yugoslavia, and Yugoslavia hereby agrees to comply with any additional provisions thus established and to co-operate with the Agency in their application.

Article V

HEALTH AND SAFETY MEASURES

Section 8. The health and safety measures specified in Annex B² to this Agreement will be applied to the reactor and the supplied material.

Article VI

INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

Section 9. In pursuance of Article VIII. B of the Statute of the Agency, Yugoslavia shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency under this Agreement.

Section 10. 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.

Article VII

SETTLEMENT OF DISPUTES

Section 11. Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed, shall be settled in accordance with Article V of the Supply Agreement.

¹ See p. 232 of this volume.

² See p. 236 of this volume.

Section 12. In case of any dispute involving the application of Article IV or V, decisions of the Board of Governors of the Agency shall, if they so provide, immediately be given effect by Yugoslavia, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

Article VIII

ENTRY INTO FORCE

Section 13. This Agreement shall enter into force upon signature by the Director General of the Agency and the duly authorized representative of Yugoslavia.

DONE in duplicate in the English language.

For the International Atomic Energy Agency :

Sterling COLE
Director General

Vienna, Austria, October 4, 1961

For the Government of the Federal People's Republic of Yugoslavia :

Slobodan NAKIĆENVIĆ
Vienna, Austria, October 4, 1961

A N N E X A

AGENCY SAFEGUARDS AGAINST DIVERSION

A. GENERAL

1. The project will be subject to Agency safeguards in accordance with Article XII of the Statute of the Agency, with the appropriate provisions of Agency document INFCIRC/26 (hereinafter referred to as "the safeguards document") and with Article IV of the Project Agreement.¹ These safeguards will be applied in a nominal manner, in accordance with paragraph 60 of the safeguards document, as specified in section C below.
2. The reactor facility consists of a reactor and of storing and cooling facilities for the supplied and produced material and of ancillary laboratory facilities in which such material is used.
3. The definitions used in this Annex correspond to those in part II of the safeguards document.

¹ See p. 226 of this volume.

B. ATTACHMENT AND TERMINATION OF AGENCY SAFEGUARDS

4. Agency safeguards will be attached to :
 - (a) That portion of the supplied material which is in excess of the lower limit stated in paragraph 32 (b) of the safeguards document.
 - (b) The reactor facility, provided that it may be exempted from such attachment after the inspection at initial criticality pursuant to paragraph 36 of the safeguards document.
 - (c) The special fissionable material produced (in this Annex called the "produced material") in that portion of the supplied material to which Agency safeguards are attached or under the conditions of paragraph 35 of the safeguards document.
5. The attachment of Agency safeguards shall be terminated or suspended in accordance with paragraphs 38 and 39 of the safeguards document.

C. APPLICATION OF AGENCY SAFEGUARDS

6. Agency safeguards will be applied to :
 - (a) Nuclear material to which Agency safeguards are attached.
 - (b) Nuclear material while it is intermixed with nuclear material to which Agency safeguards are attached.
 - (c) The reactor facility, if Agency safeguards are attached to it or while it contains nuclear material to which Agency safeguards are attached.
 - (d) Any facility which uses, stores or processes material to which Agency safeguards are attached.
7. Yugoslavia shall arrange for the submission to the Agency of the design and other information on the reactor facility necessary in order to enable the Agency to perform its task in accordance with paragraph 42 of the safeguards document, to the extent that this information is not yet available to the Agency.
8. Yugoslavia shall arrange for the keeping of records in accordance with paragraphs 45 and 46 of the safeguards document and with a system established in accordance with paragraph 44 of the safeguards document.
9. Yugoslavia shall arrange for the submission of routine and special reports in accordance with paragraphs 48-53 of the safeguards document and with a system established in accordance with paragraph 47 of the safeguards document. The routine operating and accounting reports shall be submitted annually ; the first report shall be submitted at the time any of the supplied material is first received at the reactor facility.
10. No routine inspections shall be carried out, but special inspections may be made as necessary in accordance with paragraphs 58 and 59 of the safeguards document. The provisions concerning Agency inspectors will be those set out in Agency document GC(V)/INF/39, Annex. Yugoslavia shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency¹ to the Agency inspectors and to any property of the Agency used by them in performing their functions.

¹ United Nations, *Treaty Series*, Vol. 374, p. 147 ; Vol. 396, p. 352 ; Vol. 399, and p. 353 of this volume.

ANNEX B

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 (hereinafter called the "health and safety document"), as specified in the paragraphs below.
2. Yugoslavia shall apply the health and safety standards and measures provided for in its Law on Protection from Ionizing Radiations, which was submitted by Yugoslavia for consideration by the Agency in approving the project, it being understood that the regulations to be adopted pursuant to that Law will be in conformity with the current recommendations of the International Commission on Radiological Protection, and that pending the adoption of such regulations these recommendations will be followed. In addition Yugoslavia shall comply with the Agency's specialized Regulations for the Safe Transport of Radioactive Materials to the extent relevant, and shall endeavor to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice.
3. Yugoslavia shall arrange for the submission to the Agency of the information specified in paragraph 29 of the health and safety document, with particular reference to the following types of operations, to the extent such information is relevant and is not yet available to the Agency, in sufficient time to enable the Agency to perform its task in accordance with paragraph 30 of the health and safety document :
 - (a) Receipt and handling of the fuel.
 - (b) Loading of fuel into the reactor.
 - (c) Start-up of the reactor.
 - (d) Experimental procedures involving the reactor.
 - (e) Discharge of fuel from the reactor.
 - (f) Handling and storage of discharged core.
 - (g) Reprocessing of fuel, if to be performed in Yugoslavia.
4. Yugoslavia shall arrange for the submission of the reports specified in paragraph 25 of the health and safety document, the first report to be submitted no later than twelve months after the coming into force of this Agreement. In addition, the reports specified in paragraphs 26 and 27 of the health and safety document shall be submitted.
5. The Agency may 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 the health and safety document. The provisions concerning Agency inspectors will be those set out in Agency document GC(V)/INF/39, Annex. Yugoslavia shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency to the Agency inspectors and to any property of the Agency used by them in performing their functions.
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 the health and safety document.