

No. 6570

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

**Master Contract for sales of research quantities of special
nuclear materials. Signed at Vienna, on 24 July 1962,
and at Washington, on 20 August 1962**

Official text: English.

Registered by the International Atomic Energy Agency on 20 March 1963.

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

**Contrat général de vente de matières nucléaires spéciales
en quantités appropriées à la recherche. Signé à Vienne,
le 24 juillet 1962, et à Washington, le 20 août 1962**

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 20 mars 1963.

No. 6570. MASTER CONTRACT¹ FOR SALES OF RESEARCH QUANTITIES OF SPECIAL NUCLEAR MATERIALS BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE UNITED STATES OF AMERICA. SIGNED AT VIENNA, ON 24 JULY 1962, AND AT WASHINGTON, ON 20 AUGUST 1962

The International Atomic Energy Agency (hereinafter referred to as the "Purchaser") agrees to purchase from the United States Atomic Energy Commission (hereinafter referred to as the "Seller"), acting for and on behalf of the Government of the United States of America, and the Seller agrees to sell to the Purchaser research quantities of special nuclear materials pursuant to the terms of the Agreement for Co-operation between the International Atomic Energy Agency and the Government of the United States of America signed on 11 May 1959² hereinafter referred to as the "Co-operation Agreement"), subject to the terms below and as specified in supplemental contracts to be concluded from time to time between the Purchaser and Seller. Such supplemental contracts shall detail the specifications of the material, the charges, the port of export from the United States and any shipping and delivery instructions.

1. Any special nuclear material (hereinafter referred to as "material") sold hereunder which is to be furnished to the Purchaser directly shall be delivered by the Seller to the Purchaser at the United States port of export specified in the relevant supplemental contract.³

2. (a) With respect to material sold hereunder which is to be furnished to a United States contractor engaged by the Purchaser for purposes of processing, fabrication, or analysis and measurement, the Seller shall make available to the said contractor, f.o.b. commercial conveyance at a facility of the Seller, the said material, subject to such terms, charges and licences as the Commission may require.

(b) Upon completion of the processing, fabrication, or analysis and measurement of the material by the said contractor, the Purchaser shall arrange for a transporter who, subject to such terms, charges and licences as the Commission may require, shall transport such material to the United States port of export specified in the relevant supplemental contract. The material shall be delivered by the Seller to the Purchaser at the port of export.

¹ Came into force on 20 August 1962 by signature.

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

³ See p. 454 of this volume.

3. Upon delivery to the Purchaser at the port of export pursuant to paragraph 1 or 2 (b) above, the Seller shall perform those actions required to authorize the export of the material. Delivery and acceptance of the material shall be evidenced by appropriate transfer documents. Title to the material shall vest in the Purchaser at the time the material leaves the jurisdiction of the United States of America.

4. After delivery to the Purchaser, the Purchaser shall bear all responsibility, insofar as the Government of the United States of America, the Seller, and persons acting on behalf of the Seller are concerned, for the safe handling and the use of the material sold hereunder. Sales are made by the Seller without warranty of any kind, express, implied or statutory, concerning the material.

5. If the material is transferred hereunder directly to the Purchaser and does not conform to the specifications set forth in the relevant supplemental contract or, if no such specifications are set forth, to the Seller's established specifications, the responsibility and liability of the Government of the United States of America, the Seller, and persons acting on behalf of the Seller shall be limited solely to correcting such discrepancies by delivery at a mutually agreeable port of export in the United States of material which does conform to the applicable specifications. In the case of material which is furnished to the Purchaser's United States contractor preliminary to delivery to the Purchaser by the Seller, the liabilities and responsibilities of the Seller concerning non-conformity to the specifications of said material shall be governed by the Special Nuclear Material Lease Agreement between the Seller and the said contractor.

6. The term "Seller's established specifications" means the specifications for purity and other physical or chemical properties of special nuclear material, as published by the Seller in the United States Federal Register from time to time.

7. All costs of transportation and delivery, including cost of containers, withdrawal, packaging, handling and storing such material, as well as any other charges set forth in the supplemental contracts, shall be the responsibility of and be borne by the Purchaser.

8. The material sold hereunder may be furnished by the operator of any of the Seller's facilities.

9. Payment shall be made in United States currency within sixty (60) days after date of an invoice, which will be sent at or subsequent to the time of the Seller's delivery of material to the Purchaser. Failure to receive payment within sixty (60) days after date of invoice shall entitle the Seller to an additional charge at six per cent (6%) per annum on the unpaid amount.

10. The Seller will make reasonable efforts to deliver material at the time or times set forth in the relevant supplemental contract, but the Seller shall not be liable for any failure to so deliver.

11. The sales pursuant to this Contract shall be in all respects subject to and in accordance with the provisions of the Co-operation Agreement and any amendments or revisions thereto.

12. Neither this Contract nor any rights or interests herein or under any supplemental contracts shall be assigned by the Purchaser. However, it is understood that the Purchaser may resell or otherwise transfer the material sold hereunder.

13. No Member of the Congress of the United States of America shall be admitted to or share any part of this or any supplemental contract or any benefit that may arise therefrom.

14. Any dispute arising under this or any supplemental contract which is not settled by mutual agreement of the parties shall be referred for arbitration to a board composed of three arbitrators. One such arbitrator shall be appointed by the Purchaser, one shall be appointed by the Seller, 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.

IN WITNESS WHEREOF, the Purchaser and the Seller have executed this Contract.

For the International Atomic Energy Agency :

SELIGMAN

Acting Director General

24.7.1962

For the United States Atomic Energy Commission
Acting for and on Behalf
of the Government of the United States of America :

Myron B. KRATZER

20.8.1962

SUPPLEMENTAL CONTRACT (No.) OF SALE OF RESEARCH
QUANTITIES OF SPECIAL NUCLEAR MATERIALS

The International Atomic Energy Agency (hereinafter referred to as the "Purchaser") agrees to purchase from the United States Atomic Energy Commission (hereinafter referred to as the "Seller"), acting for and on behalf of the Government of the United States of America, and the Seller agrees to sell to the Purchaser the following described item or material pursuant to the terms of the Master Contract for Sales of Research Quantities of Special Nuclear Materials entered into between the Purchaser and the Seller on 1962.

<i>Item or Material</i>	<i>Charges</i>
Ship to :	Bill to :
.....
.....
[Port of Export]	
Through :	
Delivery Date :	Shipping Instructions :

For the International Atomic Energy Agency :

.....

Date :

For the United States Atomic Energy Commission
Acting for and on Behalf
of the Government of the United States of America :

.....

Date :