

No. 6690

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**INTERNATIONAL ATOMIC ENERGY AGENCY,  
CONGO (LEOPOLDVILLE) and UNITED STATES  
OF AMERICA**

**Contract for the transfer of enriched uranium for a research  
reactor. Signed at Vienna, on 27 June 1962**

*Official texts: English and French.*

*Registered by the International Atomic Energy Agency on 30 April 1963.*

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**AGENCE INTERNATIONALE DE L'ÉNERGIE  
ATOMIQUE,  
CONGO (LÉOPOLDVILLE) et ÉTATS-UNIS  
D'AMÉRIQUE**

**Contrat pour la cession d'uranium enrichi destiné à un  
réacteur de recherche. Signé à Vienne, le 27 juin 1962**

*Textes officiels anglais et français.*

*Enregistré par l'Agence internationale de l'énergie atomique le 30 avril 1963.*

No. 6690. CONTRACT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE CONGO (LEOPOLDVILLE), AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR. SIGNED AT VIENNA, ON 27 JUNE 1962

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WHEREAS the Government of the Congo (Leopoldville) (hereinafter called the "Congo"), desiring to continue an existing project consisting of a research reactor for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing, among other things, the supplementary special fissionable material necessary for this purpose ;

WHEREAS the Board of Governors of the Agency has approved the project on 18 June 1962, and the Agency and the Congo are this day concluding an agreement for the provision by the Agency of the assistance requested by the Congo ;<sup>2</sup>

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959<sup>3</sup> concluded an Agreement for Co-operation (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 certain quantities of special fissionable material ;

WHEREAS the Congo is making arrangements with a supplier in the United States of America (hereinafter called the "Supplier") for the supply of fuel elements containing enriched uranium for the reactor and for the provision therefor of fission counters containing enriched uranium ;

NOW THEREFORE the Agency, the Congo and the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the United States, hereby agree as follows :

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<sup>1</sup> Came into force on 27 December 1962, the date of receipt by the International Atomic Energy Agency of the complete full powers of the Representative of the Republic of the Congo, with retroactive effect from 27 June 1962, the date of signature in accordance with paragraph 3 (c) of the Protocol on the signature of the Agreements concerning the TRICO Reactor Project, signed at Vienna on 27 June 1962 (see p. 11 of this volume).

<sup>2</sup> See p. 31 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 339, p. 359.

*Article I*

## TRANSFER OF ENRICHED URANIUM

*Section 1.* Subject to the provisions of the Co-operation Agreement, the Commission shall transfer to the Agency and the Agency shall accept from the Commission:

- (a) Up to 1000 grams of uranium enriched to approximately 20 % by weight in the isotope U<sup>235</sup> (hereinafter called the "fuel material"), the precise quantities to be determined pursuant to section 3 (b) of this Contract, contained in up to five supplementary fuel elements for a 50-kilowatt TRIGA Mark 1 research reactor (hereinafter called the "TRICO reactor.");
- (b) Up to 5.5 grams uranium enriched to greater than 90 % by weight in the isotope U<sup>235</sup> (hereinafter called the "indicator material"), the precise quantities to be determined pursuant to section 3 (d) of this Contract, contained in up to three fission counters for the TRICO reactor.

*Section 2.* The Agency shall transfer to the Congo and the Congo shall accept from the Agency the fuel material and the indicator material.

*Section 3.* The conditions of the transfer of the fuel material and the indicator material shall be as follows:

- (a) The Commission shall make available to the Supplier or to a properly licensed manufacturer, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the fuel material, subject to such terms, charges and licences as the Commission may require.
- (b) The precise quantity and enrichment of fuel material in the fuel elements shall be determined by the Supplier or the manufacturer, and the Congo shall cause the Supplier to submit to the Agency and to the Commission a written certification of the Supplier's or the manufacturer's determination of the enrichment by weight in the isotope U<sup>235</sup> and of the quantity of enriched uranium contained in the fabricated fuel elements. This determination may be checked by the Agency, by the Congo and by the Commission by means of any review or analysis that any of them may deem appropriate, and shall be approved or revised by unanimous agreement of the parties. The quantity and enrichment shown in the agreed determination shall be considered to be the quantity and enrichment of the fuel material actually transferred under sections 1 and 2 and shall be used for the calculation of the payments to be made pursuant to Article II.
- (c) The Commission shall make available to the Supplier or to a properly licensed fabricator, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the indicator material, subject to such terms, charges and licences as the Commission may require.
- (d) The precise quantity and enrichment of indicator material in the fission counters shall be determined by the Supplier or the fabricator, and the Congo shall cause

the Supplier to submit to the Agency and to the Commission a written certification of the Supplier's or the fabricator's determination of the enrichment by weight in the isotope U<sup>235</sup> and of the quantity of enriched uranium contained in the fission counters. This determination shall be accepted as conclusive by the parties.

- (e) Upon completion of the fabrication and the preparation for shipment of the fuel material and of the indicator material, and upon agreement with respect to the determination concerning the fuel material and receipt by the parties of the determination concerning the indicator material, the Congo, at the request and on behalf of the Agency, shall arrange for a transporter who, after thirty days, written notice to the Commission and subject to such terms, charges and licences as the Commission may require, shall transport and deliver the fuel material and the indicator material to the port of export at New York or San Francisco. The Commission, at the request of the Agency, shall thereupon transfer possession to the Agency or, at the Agency's request and on its behalf, to the Congo at such port of export and authorize the export of such materials. The Agency or, at the Agency's request and on its behalf, the Congo shall make arrangements for domestic and overseas transportation and delivery and for storing such materials, as well as for physically handling them, and shall pay all costs in connection therewith, including cost of containers and packaging. The Agency or, at the Agency's request and on its behalf, the Congo shall accept possession of such materials at such port of export and shall sign an appropriate written receipt therefor.
- (f) Title to the fuel material and to the indicator material shall vest in the Agency at the time they leave the jurisdiction of the United States of America and shall thereafter immediately and automatically vest in the Congo.
- (g) If the parties agree, the transactions relating to the fuel material, as detailed in Articles I and II, may be carried out independently of those relating to the indicator material.

## *Article II*

### PAYMENT

*Section 4.* The Agency shall send an invoice to the Congo at or subsequent to the time the parties have agreed with respect to the determination pursuant to section 3 (b) and have received the determination pursuant to section 3 (d). Within thirty days from the date of this invoice the Congo shall pay to the Agency in United States currency a sum equal to that which the Agency will be obliged to pay to the Commission pursuant to section 5. If the Agency does not receive payment within thirty days after the date of invoice, it is entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

*Section 5.* The Commission shall send an invoice to the Agency at or subsequent to the time the Commission transfers possession pursuant to section 3 (e). Within

sixty days from the date of this invoice the Agency shall pay for the fuel material and the indicator material at the following rates :

<i>Percentage Enrichment by Weight in the Isotope U<sup>235</sup> of the Enriched Uranium</i>	<i>Price US\$/g of Enriched Uranium</i>
16 . . . . .	1.774
18 . . . . .	2.013
20 . . . . .	2.252
25 . . . . .	2.853
90 . . . . .	10.808
92 . . . . .	11.061
93 . . . . .	11.188

If the degree of the U<sup>235</sup> isotopic enrichment of the enriched uranium transferred lies between two successive degrees of enrichment for which charges are set forth, the charges shall be computed by linear interpolation. Payment shall be made in United States currency to the Commission or its designated agent or contractor. If payment is not received within sixty days after the date of invoice, the Commission shall be entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

*Section 6.* In order to assist and encourage research on peaceful uses or for medical therapy, the Commission has offered to distribute to the Agency in each calendar year, free of charge, special fissionable material of a value of up to US \$50,000 at the time of transfer, to be supplied from the amounts specified in Article II.A of the Cooperation Agreement. If the Commission finds the project to which this Contract relates eligible, it shall decide by the end of the calendar year in which this Contract is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and the Congo of that decision. The payments provided in sections 4 and 5 shall be reduced by the value of any free material thus made available.

### *Article III*

#### RESPONSIBILITY

*Section 7.* Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards the Congo or any person claiming through the Congo for the safe handling and the use of the fuel material and the indicator material.

*Section 8.* After acceptance of possession pursuant to section 3(e), the Agency shall assume full responsibility to the Commission for the fuel material and the indi-

cator material, and the Congo shall be equally responsible to the Agency ; neither the United States, nor the Commission, nor any person acting on behalf of the Commission shall bear any responsibility for the safe handling and the use of such materials.

#### *Article IV*

##### OFFICIALS NOT TO BENEFIT

*Section 9.* No Member of the Congress of the United States of America, or Resident Commissioner of the United States of America shall be admitted to or share any part of this Contract or any benefit that may arise therefrom.

#### *Article V*

##### SETTLEMENT OF DISPUTES

*Section 10.* If the parties should be unable to reach agreement with respect to the determination provided for in section 3 (b) within thirty days of the submission of such determination to them by the Supplier, any party may request that such a determination be made by a laboratory agreed upon by all the parties. The laboratory may perform any tests or analyses that it may deem necessary, and all parties agree to facilitate its work in every way. The results of the determination by the laboratory shall be considered as final and binding on all parties. The costs of the determination by the laboratory shall be borne equally by the parties, provided that if the determination insisted on by any party or parties is confirmed by the laboratory, such party or parties shall not be obliged to bear any share of the costs.

*Section 11.* Any other dispute arising out of the interpretation or application of this Contract, which is not settled by negotiation or as may otherwise be agreed by the parties concerned shall on the request of any party be submitted to an arbitral tribunal composed as follows :

- (a) If the dispute involves only two of the parties to this Contract, 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, either party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if within thirty days of the designation or appointment of the second arbitrator the third arbitrator has not been appointed.
- (b) If the dispute involves all three parties to this Contract, 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, any party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if within thirty days of the designation or appointment of the third of the first three arbitrators the Chairman or the fifth arbitrator has not been appointed.

A majority of the members of the arbitral tribunal shall constitute a quorum. Decisions shall be made by majority vote. The procedure of the arbitration shall be fixed by the tribunal. Its decisions, including all rulings concerning procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.

#### *Article VI*

##### ENTRY INTO FORCE

*Section 12.* This contract shall enter into force upon signature by or for the Director General of the Agency and by the duly authorized representatives of the Commission and the Congo.

DONE in Vienna, this 27th day of June 1962, in triplicate in English and French, the texts in both languages being equally authentic.

For the International Atomic Energy Agency :

Sigvard EKLUND

For the Government of the Congo (Leopoldville) :

P. MUSHIETE

For the United States Atomic Energy Commission,  
on behalf of the Government of the United States of America :

William I. CARGO

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