

**No. 7168**

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
FINLAND**

**Agreement for assistance by the Agency in establishing a  
sub-critical assemblies project. Signed at Vienna, on  
30 July 1963**

*Official text: English.*

*Registered by the International Atomic Energy Agency on 10 March 1964.*

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

**Accord concernant l'aide de l'Agence pour des assemblages  
sous-critiques. Signé à Vienne, le 30 juillet 1963**

*Texte officiel anglais.*

*Enregistré par l'Agence internationale de l'énergie atomique le 10 mars 1964.*

No. 7168. AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF FINLAND FOR ASSISTANCE BY THE AGENCY IN ESTABLISHING A SUB-CRITICAL ASSEMBLIES PROJECT. SIGNED AT VIENNA, ON 30 JULY 1963

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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 fuel elements containing enriched uranium necessary for the operation of one or more sub-critical assemblies ;

WHEREAS the Board of Governors of the Agency approved the project on 20 February 1963 ;

WHEREAS the Agency and the Government of the Union of Soviet Socialist Republics (hereinafter called the "Soviet Union") on 11 May 1959<sup>2</sup> concluded an agreement under which the Soviet Union undertook to make available to the Agency pursuant to its Statute<sup>3</sup> certain quantities of enriched uranium for use by the Agency or its Members ;

WHEREAS, pursuant to the above-mentioned agreement, Finland and the Soviet Union are concluding a contract for the sale of fuel elements for the sub-critical assemblies<sup>4</sup> (hereinafter called the "Supply Contract") ;

NOW THEREFORE the Agency and Finland agree as follows :

*Article I*

DEFINITION OF THE PROJECT

*Section 1.* The project to which this Agreement relates is the establishment of one or more sub-critical assemblies using enriched uranium, and their operation by the Institute of Technology at Otaniemi, Finland.

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<sup>1</sup> Came into force on 30 July 1963, upon signature, in accordance with article X.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 339, p. 341.

<sup>3</sup> See footnote 2, p. 336 of this volume.

<sup>4</sup> International Atomic Energy Agency : document INF/CIRC/53 (part II), p. 7.

*Article II*

## ALLOCATION AND SUPPLY OF ENRICHED URANIUM

*Section 2.* The Agency hereby allocates to the project defined in Article I up to 30 000 grams of uranium enriched to approximately 10% in uranium-235 to be contained in 370 fuel elements (hereinafter called the "supplied material") with the following specifications and approximate dimensions :

Over-all length of fuel element . . . . .	588 millimeters
Active length of fuel element . . . . .	500 millimeters
Cladding material . . . . .	aluminium
Clad O. D. . . . .	10 millimeters
Weight of uranium in fuel element . . . . .	80 grams

*Section 3.* The supplied material will be sold to Finland by the Soviet Union through the Mashinoeksport All-Union Combine (Office of Technical Supplies) pursuant to the Supply Contract. This Contract, of which Finland shall transmit a copy to the Agency immediately upon its conclusion, shall be drawn up in accordance with this Agreement and with the agreement of 11 May 1959 between the Agency and the Soviet Union and should provide that the supplied material is to be delivered, if possible, before 30 June 1963 for a total price equal to US \$45 000, f.o.b. Moscow airport or the Soviet-Finnish frontier. The Agency shall not bear any responsibility towards Finland or any person claiming through Finland for the use of or any defect in the supplied material.

*Section 4.* To enable the Agency to fulfil its responsibilities under Article IX. G of its Statute, Finland shall transmit to the Agency immediately upon receiving the supplied material a copy of the receipt for such material, showing the actual quantity and enrichment of the uranium. The Agency may require that up to three elements be delivered to it for analysis and testing, for each of which element so delivered the Agency will pay US \$122, f.o.b. Helsinki.

*Article III*

## SHIPMENT OF THE SUPPLIED MATERIAL

*Section 5.* Any shipment of the supplied material arranged for by Finland while the supplied material is in its possession shall be carried out 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. Such shipment shall as far as possible comply with the Agency's Regulations for the Safe Transport of Radioactive Materials.

*Article IV*

## AGENCY SAFEGUARD AGAINST DIVERSION

*Section 6.* Finland agrees that the supplied material 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, 3, 4 and 6 of that Article shall be implemented in accordance with the Agency's letter of 4 April 1961 relating to safeguards for the FiR 1 Triga reactor, as follows :

- (a) The supplied material under this Agreement shall be considered as part of the supplied material referred to in sub-paragraph 4 (a) of the letter.
- (b) Sub-paragraphs 4 (b), (c) and 6 (c) of the letter are not applicable ; safeguards will be applied to the sub-critical assemblies pursuant to paragraph 66 of Agency document INFCIRC/26.
- (c) The design information required by paragraph 7 of the letter need only refer to the permanent structural features of the sub-critical assemblies.
- (d) The records, reports and special inspections provided for in paragraphs 8-10 of the letter shall be extended to include the present project.

#### *Article V*

#### HEALTH AND SAFETY MEASURES

*Section 8.* The relevant health and safety measures specified in the Annex to the project agreement<sup>1</sup> relating to the FiR 1 Triga reactor will be applied, *mutatis mutandis*, to the present project. The information to be provided pursuant to paragraph 3 of that Annex shall in particular indicate the means designed to prevent accidental criticality.

#### *Article VI*

#### CHANGES IN PROJECT

*Section 9.* Should Finland desire to use or store the supplied material outside the facility specified in paragraph 2 of the letter referred to in Section 7, or to use such material in any critical assembly, or to process or to arrange for the processing of any such material, or to send any such material out of Finland or to change the structural design of the sub-critical assemblies or their associated facilities, it shall inform the Agency sufficiently in advance to permit the Agency to prepare any appropriate safeguards provisions and health and safety measures before the operation in question is performed. Subject to Article XII. A of the Statute and to any relevant principles that have been or may be established thereunder, such provisions and measures shall be determined 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 provisions and measures thus established and to co-operate with the Agency in their application.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 395, p. 257.

*Article VII*

## INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

*Section 10.* Pursuant to 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.

*Section 11.* The Agency, in view of the degree of its participation in the present project, does not claim any right in any inventions or discoveries arising from the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

*Article VIII*

## LANGUAGES

*Section 12.* Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors.

*Article IX*

## SETTLEMENT OF DISPUTES

*Section 13.* Any dispute between the parties to this Agreement concerning its interpretation or application which is not settled by negotiation or as may otherwise be agreed shall be settled in accordance with Article V of the Supply Agreement relating to the FiR 1 Triga reactor.<sup>1</sup>

*Section 14.* In case of any dispute involving the application of Articles IV, V or VI, decisions of the Board of Governors of the Agency shall, if they so provide, immediately be given effect by Finland, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

*Article X*

## ENTRY INTO FORCE

*Section 15.* This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Finland.

DONE in duplicate in the English language :

For the International Atomic Energy Agency :

(Signed) H. SELIGMAN

Vienna, 30 July 1963

For the Government of Finland :

(Signed) Otso WARTIOVAARA

Vienna, 30 July 1963

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 395, p. 241.