

No. 7167

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
FINLAND**

**Agreement for assistance by the Agency in furthering a
research project (with annex). Signed at Helsinki, on
2 July 1963, and at Vienna, on 30 September 1963**

Official text: English.

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

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

**Accord concernant l'aide de l'Agence pour un projet de
recherches (avec annexe). Signé à Helsinki, le 2 juillet
1963, et à Vienne, le 30 septembre 1963**

Texte officiel anglais.

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

No. 7167. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF FINLAND FOR ASSISTANCE BY THE AGENCY IN FURTHERING A RESEARCH PROJECT. SIGNED AT HELSINKI, ON 2 JULY 1963, AND AT VIENNA, ON 30 SEPTEMBER 1963

WHEREAS the Government of Finland (hereinafter "Finland"), desiring to carry on a project for research on atomic energy for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter the "Agency") in securing enriched uranium and thorium required for such research ;

WHEREAS the Board of Governors of the Agency approved the project on 22 February 1963 ;

WHEREAS the Government of the United States of America (hereinafter the "United States") has offered to supply to the Agency the required materials for use by Finland ;

WHEREAS Finland has indicated to the Agency that the offer of the United States is acceptable to it ;

NOW THEREFORE the Agency and Finland agree as follows :

Section 1. The project to which this Agreement relates is the conduct at the Carnegie Institute in Washington, D.C., and in Finland of certain research and experiments the purpose of which is to measure uranium and thorium concentrations in minerals separated from rocks, in order to determine the age of said minerals.

Section 2. The Agency hereby allocates to the project 10 milligrams of uranium enriched to 99% or higher in the U-235 isotope and two milligrams of thorium containing 85% or more of Th-230 (together hereinafter the "supplied materials"). The materials are to be supplied by the United States Atomic Energy Commission (hereinafter the "Commission") in accordance with the terms and conditions of the Master Contract for Sales of Research Quantities of Special Nuclear Materials between the Agency and the Commission² and of Supplemental Contract No. 3³ thereto and of the Contract of Sale of Research Quantities of Source Material between the Agency and the Commis-

¹ Came into force on 30 September 1963, upon signature, in accordance with Section 9.

² United Nations, *Treaty Series*, Vol. 456, p. 447.

³ See p. 408 of this volume.

sion. Except as may be specified by the Agency, Finland shall perform on behalf of the Agency all obligations of the Purchaser specified in the Contracts, and the Agency and Finland shall have, with respect to each other, *mutatis mutandis* the same rights and obligations as are specified respectively for the Seller and the Purchaser in the Supplemental Contract and in paragraphs 1-8 and 10 of the Master Contract. Finland shall communicate to the Commission the shipping instructions, assume all costs for transportation and insurance and transmit to the Agency a copy of the receipt by which delivery of the supplied materials is acknowledged.

Section 3. Finland shall pay to the Agency an amount equal to that which the Agency will be required to pay to the Commission in accordance with the Supplemental Contract referred to in Section 2. Payment shall be made in United States currency within 30 days after the Agency transmits to Finland an appropriate invoice; if no payment is made by the date due, the Agency shall be entitled to an additional charge calculated at 6% per annum on the unpaid amount.

Section 4. Finland shall make arrangements for the shipment of the supplied materials in the custody of a licensed public carrier or of a responsible person designated by Finland, under conditions which, as far as possible, conform to those set forth in the Agency's Regulations for the Safe Transport of Radioactive Materials.

Section 5. Finland agrees that the supplied materials shall not be used in such a way as to further any military purpose. Upon its delivery to Finland, Agency safeguards will be attached to the supplied uranium pursuant to sub-paragraph 32 (b) of Agency document INFCIRC/26, which safeguards will thereupon be suspended in accordance with subparagraph 39 (b) of the said document.

Section 6. With reference to health and safety, Finland shall apply the health and safety standards and measures provided for in its Law of Protection against Radiation, No. 174, of 26 April 1957, in its Decree of Protection Against Radiation, No. 328, of 27 September 1957, and in its Decision of the Ministry of the Interior regarding Protection against Radiation, No. 119, of 15 March 1958. In addition, Finland shall as far as possible conform to the Agency's Basic Safety Standards for Radiation Protection, its Regulations for the Safe Transport of Radioactive Materials and the relevant parts of the Agency's codes of practice. Finland shall also submit, in one of the working languages of the Board of Governors of the Agency, the reports specified in paragraphs 25 (a), 26 and 27 of Agency document INFCIRC/18 at the times indicated therein. The Agency may carry out special inspections under the circumstances specified in paragraph 32 of the said document.

Section 7. Pursuant to Article VIII.B of the Statute of the Agency,¹ Finland shall make available to the Agency without charge all scientific information developed

¹ See footnote 2, p. 336 of this volume.

as a result of the assistance extended by the Agency. The Agency, in view of the degree of its participation in the project, does not claim any right in any inventions or discoveries arising from the project. The Agency may, however, be granted licenses under any patents upon terms to be agreed.

Section 8. Any dispute concerning the interpretation or application of this Agreement, including the attached Supplemental Contract, which is not settled by negotiations or as may otherwise be agreed, shall, subject to the agreement of the Commission if it is agreed that it is a party to the dispute, be submitted to an arbitral tribunal. Each party to the dispute shall designate one arbitrator. If within thirty days of the request for arbitration any party has not designated an arbitrator, the President of the International Court of Justice (hereinafter the "Court") may appoint the necessary number of arbitrators at the request of any party to the dispute. The arbitrators so designated or appointed shall by unanimous decision elect an additional arbitrator, who shall be the Chairman, as well as a sufficient number of other arbitrators so that the number of elected arbitrators is one less than the number of parties to the dispute. If within thirty days after the necessary number of arbitrators have been designated or appointed, the Chairman or any of the other additional arbitrators have not been elected, the President of the Court may appoint the necessary number of additional arbitrators at the request of any designated or appointed arbitrator.

A majority of the members of the arbitral tribunal shall constitute a quorum, and decision shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decision, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the Court under Article 32 (4) of its Statute.

Section 9. This Agreement shall enter into force upon signature by or for the Director General and by the authorized representative of Finland.

For the Agency :

P. BALLIGAND

30 September 1963

For Finland :

Asko IVALO

2 July 1963

SUPPLEMENTAL CONTRACT NO 3 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 20 August 1962.

Item or Material :

1. Ten milligrams of uranium enriched to 99% or more in U-235

Ship to :

Government of Finland

Through :

Port of New York

Delivery Date :

To be agreed between Seller and the Government of Finland

Charges :

1. \$110 for ten milligrams of uranium ; plus transportation and delivery costs

Bill to :

International Atomic Agency, Vienna, Austria

Shipping Instructions :

Will be sent by the Government of Finland

For the International
Atomic Energy Agency :

P. BALLIGAND

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

A. O. WELLS
September 25, 1963