

**No. 7162**

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
YUGOSLAVIA**

**Agreement for assistance by the Agency to Yugoslavia in  
establishing a research project (with enclosure). Signed  
at Belgrade, on 4 March 1963, and at Vienna, on 5 March  
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  
YUGOSLAVIE**

**Accord concernant l'aide de l'Agence à la Yougoslavie pour  
un projet de recherches (avec pièce jointe). Signé à Bel-  
grade, le 4 mars 1963, et à Vienne, le 5 mars 1963**

*Texte officiel anglais.*

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

No. 7162. AGREEMENT<sup>1</sup> 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 PROJECT. SIGNED AT BELGRADE, ON 4 MARCH 1963, AND AT VIENNA, ON 5 MARCH 1963

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WHEREAS the Government of the Federal People's Republic of Yugoslavia (hereinafter "Yugoslavia"), desiring to set up 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 certain small quantities of plutonium-239, neptunium-237, and uranium-235 required for such research ;

WHEREAS the Board of Governors of the Agency has approved the project on 5 March 1962 ;

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter the "United Kingdom") has offered to sell to the Agency the required material ;

WHEREAS Yugoslavia has indicated to the Agency that the offer of the United Kingdom is acceptable to it ;

NOW THEREFORE the Agency and Yugoslavia hereby agree as follows :

*Section 1.* The project to which this Agreement relates is the conduct, at the 6.5 megawatt heavy-water-moderated research reactor at the Boris Kidric Institute at Vinca, of certain research and experiments the purpose of which is :

- (a) To develop new methods of measurements of thermal and fast neutron fluxes in high power reactors ; and
- (b) To investigate the process of nuclear fission in these isotopes, i.e. tripartite fission, correlation of neutrons and fission fragments and fine structure in mass and energy spectra of fission fragments.

*Section 2.* The Agency hereby allocates to the project 10 milligrams each of plutonium-239, neptunium-237, and uranium-235 contained in uranium enriched to

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<sup>1</sup> Came into force on 5 March 1963, upon signature, in accordance with Section 9.

93% (together hereinafter the "supplied materials"). These materials are to be supplied by the Atomic Energy Authority of the United Kingdom in accordance with the terms stated on the Purchase Order addressed by the Agency to the said Authority and accepted by the latter, a copy of which Order is attached hereto. Yugoslavia shall communicate to the Authority the shipping instructions, shall make the required payments to the Authority and assume all costs for transportation and insurance, and shall transmit to the Agency a copy of the receipt by which delivery by the Authority of the supplied materials is acknowledged.

*Section 3.* Yugoslavia 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 Yugoslavia, 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 4.* Yugoslavia agrees that the supplied materials shall not be used in such a way as to further any military purpose.

*Section 5.* If the supplied materials are delivered to Yugoslavia at a time when there are more than 200 "equivalent" grammes of "PN" special fissionable materials (within the meaning of paragraphs 21 and 32 (b) of and the Appendix to Agency document INFCIRC/26) in that State, then Agency safeguards will be attached to the plutonium-239 and the uranium-235 so delivered, which safeguards will thereupon be suspended in accordance with paragraph 39 (b) of the said document.

*Section 6.* With reference to health and safety, Yugoslavia shall apply to the project the provisions of paragraph 2 of Annex B to the Project Agreement of 4 October 1961<sup>1</sup> relating to the Triga reactor at the Jozef Stefan Institute (hereinafter the "Triga Project Agreement"). Yugoslavia shall submit, in one of the working languages of the Board of Governors of the Agency, the reports specified in paragraphs 25-27 of Agency document INFCIRC/18 with respect to the plutonium-239 and the neptunium-237 in the supplied materials. The Agency may carry out special inspections under the circumstances specified in paragraph 32 of the said document; the provisions of paragraph 5 of Annex B to the Triga Project Agreement shall apply to any such inspections.

*Section 7.* Pursuant to paragraph B of Article VIII of the Statute of the Agency,<sup>2</sup> Yugoslavia shall make available to the Agency without charge all scientific information developed 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

<sup>1</sup> United Nations, *Treaty Series*, Vol. 412, p. 225.

<sup>2</sup> 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; Vol. 407, p. 263; Vol. 416, p. 342, and Vol. 471, p. 333.

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.

*Section 8.* Any dispute concerning the interpretation or application of this Agreement, including the annexed Purchase Order, which is not settled by negotiation or as may otherwise be agreed, shall, subject to the agreement of the United Kingdom Atomic Energy Authority if it is a party to the dispute, be settled in accordance with, *mutatis mutandis*, Article V of the Supply Agreement of 4 October 1961<sup>1</sup> relating to the above mentioned Triga reactor.

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

For the Agency :

P. BALLIGAND

5 March 1963

For Yugoslavia :

Slobodan NAKIĆENVIĆ

4 March 1963

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 412, p. 209.

## INTERNATIONAL ATOMIC ENERGY AGENCY PURCHASE ORDER No.

Vienna I, Kaerntnerring,  
Austria

Cable : Inatom

Date

All invoices, all delivery slips, all correspondence must show this number

Dear Sirs,

Please supply the following goods and/or services on the conditions stated hereon.

SUPPLIER United Kingdom Atomic Energy Authority  
Harwell, Didcot, Berks. England

Attention :  
Mr. N. D. Holland  
Industrial Collaboration

Date of delivery

ASAP — within 3 months

Terms of delivery

To be communicated separately  
by Yugoslav Government

Terms of payment

FOB Harwell  
Payment will be made by  
Yugoslav Government

Guaranty and other conditions

None

| Item No. | Articles or services  | Unit   | Quant. | Unit price | Amount  |
|----------|---|--------|--------|------------|---------|
| 1        | Plutonium-238 as nitrate . . . . .  | 10 mg. | 1      | £20/0/0    | £20/0/0 |
| 2        | Neptunium-237 as nitrate. . . . .   | 10 mg. | 1      | £15/0/0    | £15/0/0 |
| 3        | Uranium-235 (in 93 % enrichment) as<br>nitrate . . . . .  | 10 mg. | 1      | £20/0/0    | £20/0/0 |
|          | Upon delivery of the above materials to<br>the Yugoslav Government, please send to<br>the IAEA a copy of the receipt(s) |        |        |            |         |
| TOTAL    |   |        |        |            | £55/0/0 |

## INSTRUCTIONS

Please return attached copies, duly signed, acknowledging your acceptance of our order. Submit invoices in duplicate.

Yours truly,

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Procurement Officer