

No. 7164

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
AUSTRIA**

**Agreement for assistance by the Agency in furthering a
research project (with annex). Signed at Vienna, on
21 and 27 June 1963**

Official text: English.

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

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

**Accord concernant l'aide de l'Agence à un projet de recher-
ches (avec annexe). Signé à Vienne, les 21 et 27 juin 1963**

Texte officiel anglais.

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

No. 7164. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF AUSTRIA FOR ASSISTANCE BY THE AGENCY IN FURTHERING A RESEARCH PROJECT. SIGNED AT VIENNA, ON 21 AND 27 JUNE 1963

WHEREAS the Government of Austria (hereinafter "Austria"), desiring to continue an established project for research on atomic energy for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter the "Agency") in securing a quantity of uranium enriched in the U-235 isotope required for such research ;

WHEREAS the Board of Governors of the Agency approved the project on 13 May 1963 ;

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

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

NOW THEREFORE the Agency and Austria agree as follows :

Section 1. The project to which this Agreement relates is the conduct at the Austrian *Studiengesellschaft für Atomenergie GmbH* of certain research and experiments the purpose of which is to develop, and study the fission product retention characteristics of small coated spherical particles of enriched uranium fuel.

Section 2. The Agency hereby allocates to the project 200 grams of U-235 contained in uranium enriched to approximately 90% in the U-235 isotope (hereinafter the "supplied material"). The uranium-235 is to be supplied by the United States Atomic Energy Commission (hereinafter the "Commission") in accordance with the terms of the Master Contract for Sales of Research Quantities of Special Nuclear Materials² between the Agency and the Commission and of Supplemental Contract No. 2 thereto, a copy of each of which is attached hereto. Except as may be specified by the Agency, Austria shall perform on behalf of the Agency all obligations of the

¹ Came into force on 27 June 1963, upon signature, in accordance with Section 9.

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

Purchaser specified in the Contracts, and the Agency and Austria 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 2-8 and 10 of the Master Contract. Austria shall communicate to the Commission the shipping instructions, shall make the required payments to the commercial organization for its conversion to oxide and assume all costs for transportation and insurance and shall transmit to the Agency a copy of the receipt by which delivery of the material is acknowledged. The Agency shall not bear any responsibility for the use of or for any defect in such material.

Section 3. Austria 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 thirty days after the Agency transmits to Austria 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. Austria shall make arrangements for the shipment of the supplied material in the custody of a licensed public carrier or of a responsible person designated by Austria, 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. Austria agrees that the supplied material shall not be used in such a way as to further any military purpose. This material is to be considered as "PN" special fissionable material in accordance with sub-paragraph 21 (a) of and the Appendix to Agency document INFCIRC/26, but no Agency safeguards will be attached to it, in accordance with sub-paragraph 32 (b) of the said document.

Section 6. With reference to health and safety, Austria shall comply with 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. Austria 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 the health and safety document (INFCIRC/18) at the times indicated therein. The Agency may carry out special inspections under the circumstances specified in paragraph 32 of the health and safety document.

Section 7. Pursuant to paragraph B of Article VIII of the Statute of the Agency,¹ Austria shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency. However, with respect to any information that may be of commercial value, Austria may take such steps as it desires to protect such value and the Agency, in view of the degree of its participation in the project, does not claim any right in any inventions or discoveries

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

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 supply contracts, which is not settled by negotiation or as may otherwise be agreed, shall subject to the agreement of the Commission if it is a party to the dispute, be submitted to an arbitral tribunal. Each party to this Agreement or the contract in question, except any party which all parties to such agreement or contract decide is not concerned in 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 Austria.

For the Agency :

P. BALLIGAND

27 June 1963

For Austria :

GUDENUS

21 June 1963

SUPPLEMENTAL CONTRACT NO. 2 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 :

Approximately 200 grams U-235 contained in uranium, enriched to 90% or greater in that isotope and in the form of UF_6

Ship to :

Government of Austria per instructions to be received from it after chemical conversion of UF_6 to oxide by United Nuclear Corporation

Through : Port of New York

Delivery Date :

Prior to 1 June 1963, or as soon thereafter as possible

For the International
Atomic Energy Agency :

P. BALLIGAND
27 June 1963

Charges :

As per the schedule of charges published in the U. S. Federal Register for enriched uranium as UF_6 in effect at the date of transfer of the material

Shipping Instructions :

To be arranged through United Nuclear Corporation in the United States

Bill to : IAEA

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

Myron BLATZER
June 11, 1963