

No. 7163

**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 June 1963, and at Vienna, on 26 July 1963

Official text: English.

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

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

Accord concernant l'aide de l'Agence à la Yougoslavie pour un projet de recherches (avec pièce jointe). Signé à Belgrade, le 4 juin 1963, et à Vienne, le 26 juillet 1963

Texte officiel anglais.

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

No. 7163. AGREEMENT¹ 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 JUNE 1963, AND AT VIENNA, ON 26 JULY 1963

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 a small quantity of plutonium required for such research ;

WHEREAS the Board of Governors of the Agency approved the project on 19 February 1963 ;

WHEREAS the Government of France (hereinafter "France") has offered to donate to the Agency the required material, for the benefit of Yugoslavia ;

WHEREAS Yugoslavia has indicated to the Agency that the offer of France 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 Boris Kidric Institute at Vinca, of certain research and experiments the purpose of which is to study the extraction of plutonium from uranium and from fission products and for the investigation of its chemical and physiochemical properties.

Section 2. The Agency hereby allocates to the project 5 grams of plutonium (hereinafter the "supplied material"). This material is to be supplied by France in accordance with the terms stated on the Purchase Order addressed by the Agency to France and accepted by the latter, a copy of which Order is attached hereto. Yugoslavia shall communicate to France the shipping instructions, shall assume all costs for transportation and insurance, and shall transmit to the Agency a copy of the receipt by which delivery of the supplied material is acknowledged. The Agency shall not bear any responsibility for the use of or for any defect in such material.

Section 3. Yugoslavia shall make arrangements for the shipment of the supplied material in the custody of a licensed public carrier or of a responsible person

¹ Came into force on 26 July 1963, upon signature, in accordance with Section 9.

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 material shall not be used in such a way as to further any military purpose.

Section 5. If the supplied material is delivered to Yugoslavia at a time when there are more than 200 "equivalent" grams 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 supplied material, 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 1961¹ relating to the Triga reactor at the Jozef Stefan Institute (hereinafter the "Triga Project Agreement"). Yugoslavia shall submit, upon entry into force of this Agreement and in one of the working languages of the Board of Governors of the Agency, the information specified in paragraph 29 of Agency document INFCIRC/18 with respect to operations to be performed with the supplied material; it shall similarly submit the reports specified in paragraphs 25-27 of that document, at the times therein indicated. The Agency may carry out one regular inspection and 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,² 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 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 annexed Purchase Order, which is not settled by negotiation or as may otherwise be agreed, shall be settled in accordance with, *mutatis mutandis*, Article V of the Supply Agreement of 4 October 1961 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 :
U. L. GOSWAMI
26 July 1963

For Yugoslavia :
Slobodan NAKIĆENVIĆ
4 June 1963

¹ United Nations, *Treaty Series*, Vol. 412, p. 225.

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

INTERNATIONAL ATOMIC PURCHASE ORDER No.
ENERGY AGENCY

Vienna I, Kaerntnerring,
Austria

Date

All invoices, all delivery slips, all corre-
spondence must show this number

Cable : Inatom

Dear Sirs,

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

SUPPLIER Commissariat à l'énergie atomique c/o le
Représentant de la France au Conseil des
gouverneurs de l'AIEA

Date of delivery

As soon as possible

Terms of delivery

To be communicated separately
by Yugoslav Government

Terms of payment

Free gift by Government of France
to the IAEA, for the benefit of
Government of Yugoslavia

Guaranty and other conditions

None

Item No.	Articles or services	Unit	Quant.	Unit price	Amount
	Plutonium as nitrate	5 grms	1	free	—
	Upon delivery of the above material to the Yugoslav Government, please send to the IAEA a copy of the receipt				

INSTRUCTIONS

Please return attached copies, duly signed, acknow-
ledging your acceptance of our order. Submit in-
voices in duplicate.

Yours truly,

TOTAL

.....
Procurement Officer