No. 7236

INTERNATIONAL ATOMIC ENERGY AGENCY
and
IRAQ, LEBANON, LIBYA, TUNISIA, UNITED ARAB REPUBLIC, etc.

Agreement (with annexes) for the establishment in Cairo of a Middle Eastern Regional Radioisotope Centre for the Arab countries. Approved by the Board of Governors of the International Atomic Energy Agency on 14 September 1962

Official texts : English and French.

Registered by the United Arab Republic on 30 April 1964.

AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE
et
IRAK, LIBAN, LIBYE, TUNISIE, RÉPUBLIQUE ARABE UNIE, etc.

Accord (avec annexes) relatif au projet concernant la création au Caire d'un Centre régional de radioisotopes du Moyen-Orient pour les pays arabes. Approuvé par le Conseil des gouverneurs de l'Agence internationale de l'énergie atomique le 14 septembre 1962

Textes officiels anglais et français.

Enregistré par la République arabe unie le 30 avril 1964.

N° 7236. AGREEMENT[1] FOR THE ESTABLISHMENT IN CAIRO OF A MIDDLE EASTERN REGIONAL RADIO-ISOTOPE CENTRE FOR THE ARAB COUNTRIES. APPROVED BY THE BOARD OF GOVERNORS OF THE INTERNATIONAL ATOMIC ENERGY AGENCY ON 14 SEPTEMBER 1962

WHEREAS the International Atomic Energy Agency (hereinafter called the " Agency ") is authorized under its Statute[2] to encourage the training of scientists and experts in the field of peaceful uses of atomic energy and to assist research on atomic energy for peaceful uses throughout the world;

[1] In accordance with Section 32, the Agreement entered into force on 29 January 1963, upon deposit of the instrument of acceptance by the United Arab Republic, in respect of the International Atomic Energy Agency and the Governments of Lebanon, Libya, Tunisia and the United Arab Republic, on behalf of which the instruments of acceptance, or formal undertakings to seek acceptance as rapidly as possible under their constitutional procedures and during the period of twelve months from 1 January 1963, were deposited with the Host State (the United Arab Republic) on the dates indicated :

	Undertaking	*Acceptance*
Tunisia	13 December 1962	31 December 1963
Lebanon	24 December 1962	28 August 1963
Libya	14 January 1963	22 December 1963
United Arab Republic		29 January 1963

The Agreement entered into force subsequently in respect of the following States on the respective dates of deposit of their instruments of acceptance :

	Undertaking	*Acceptance*
Yemen	16 March 1963	29 July 1963
Kuwait		27 May 1963
Iraq	20 June 1963	24 December 1963

Formal undertakings were also deposited by Morocco and Algeria, on 9 January 1963 and 15 February 1963, respectively. However, these undertakings were not followed by the deposit of an instrument of acceptance within the time-limit prescribed by Section 32.

The Board of Governors of the Agency decided that its approval of the Agreement was subject to the following understandings :

(*a*) That Section 21 of the Agreement shall not preclude acceptance in exceptional cases of a few fellows from other States eligible for assistance under the United Nations Expanded Programme of Technical Assistance (EPTA), provided that the cost of the participation of such fellows shall not be borne by the centre;

(*b*) That the annual report referred to in Section 28 of the Agreement shall include a financial statement for the year to which it relates, the programme for the subsequent year and such views on health and safety measures as may be developed by the Technical Adviser in accordance with Section 29; and

(*c*) That US $ 50 000 shall be the maximum amount which the Director General shall allocate to this regional project in 1963; that the Agency's contribution in 1964 shall not exceed one-third of the total funds available to the Agency under EPTA in that year for regional centres and connected projects; and that in any subsequent EPTA biennial programme-period the Agency's contributions from funds available under EPTA for such purposes shall be equitably distributed among those regional centres and connected projects which are in operation or may be established during that period.

[2] See footnote 1, p. 298 of this volume.

WHEREAS the United Arab Republic (hereinafter called the " Host State ") has submitted a request to the Agency for the establishment in Cairo of a Middle Eastern Regional Radioisotope Centre for the Arab Countries (hereinafter called the " Centre ");

WHEREAS the Host State has declared its readiness for its National Radioisotope Centre and associated facilities to be converted into such a Centre;

WHEREAS the Arab States have expressed their collective support for such a Centre;

WHEREAS the Board of Governors of the Agency decided on 23 June 1960 to endorse the request of the Host State for the establishment of such a Centre; and

WHEREAS the Board of Governors of the Agency has received a satisfactory report on two training courses held in 1961 by the Agency at the National Radiosotope Centre in co-operation with the Host State;

The Board of Governors of the Agency on 14 September 1962 approved this Agreement for the Establishment in Cairo of the Centre.

Article I

ESTABLISHMENT OF THE CENTRE

Section 1. The Host State, the other Arab States parties to this Agreement (hereinafter called the " Participating States ") and the Agency have agreed to establish the Centre in Cairo.

Section 2. The seat of the Centre shall be at Dokki, Cairo, United Arab Republic.

Article II

PARTICIPATION IN THE AGREEMENT

Section 3. Participation in this Agreement shall be open to the Arab States and the Agency.

Article III

AIMS AND FUNCTIONS

Section 4. The aims and functions of the Centre shall be in conformity with the Agency's Statute and shall be :

(*a*) With due regard to the needs and facilities of the Host State and the Participating States, to train specialists in the application of radioisotopes by conducting general and specialized courses, in particular in the medical,

agricultural and industrial applications of radioisotopes, in health physics and in radiation protection;

(*b*) To conduct research using radioisotope techniques in subjects of interest to the Host State and the Participating States, such as hydrology, tropical and sub-tropical deseases, fertilizers and entomology; and

(*c*) To promote in general the development of the applications of radioisotopes in the countries the Centre is serving.

Article IV

ORGANS

Section 5. The organs of the Centre shall be:

(*a*) The Governing Body;

(*b*) The Director; and

(*c*) The Technical Adviser.

Article V

THE GOVERNING BODY

Section 6. The Governing Body shall consist of:

(*a*) One representative of the Host State;

(*b*) Three representatives of the Participating States to be elected by them upon entry into force of this Agreement; and

(*c*) The Director General of the Agency or his representative.

Section 7. The Governing Body shall select its own Chairman. It shall adopt its own rules of procedure.

Section 8. The Governing Body shall approve annually the programme of work and the budget of the Centre, and generally supervise its activities. It shall perform the other functions that are assigned to it in other articles of this Agreement.

Article VI

THE DIRECTOR

Section 9. The Centre shall be administered by the Director, appointed by the Host State after consultation with the Governing Body. The Director shall be under the authority of the Governing Body, and shall be its representative. He shall be responsible for the recruitment of the staff of the Centre, provided that the technical staff shall be recruited in consultation with the Technical Adviser.

Section 10. The conditions of service of the Director and of the staff not falling under the Financial Regulations and Rules governing the United Nations Expanded Programme of Technical Assistance pursuant to Section 18 of this Agreement shall be determined by the Governing Body.

Section 11. The staff of the Centre shall be responsible to the Director.

Article VII

THE TECHNICAL ADVISER

Section 12. The Technical Adviser shall be appointed by the Agency after consultation with the Host State and the Governing Body. He shall advise on the scientific aspects of the training courses and on the planning and supervision of the research work, as laid down in the programme of work approved by the Governing Body.

Article VIII

INTERNATIONAL CHARACTER OF RESPONSIBILITY

Section 13. The responsibilities of the Director, the Technical Adviser and the staff in the discharge of their duties shall be international in character.

Article IX

BUDGET AND FINANCE

Section 14. Contributions to the budget of the Centre, in the manner specified below, shall be made available by the Host State, the Participating States listed in Annex I[1] and the Agency.

Section 15. The Host State shall make available to the Centre without charge the necessary land, buildings and furniture, as well as the equipment listed in Annex II,[2] all of which shall remain the property of the Host State. It shall be responsible for the protection of the said land, buildings, furniture and equipment.

Section 16. The operating costs of the Centre, including its maintenance and public utilities, and the costs of fellows from the Host State, shall be financed by annual contributions paid directly to the Centre by the Host State and by the Participating States in accordance with the scale of contributions set forth in Annex I. The scale takes into account the greater responsibility of the Host State and may be varied by unanimous decision of the Governing Body.

[1] See p. 234 of this volume.
[2] See p. 236 of this volume.

Section 17. Contributions from Participating States not listed in Annex I may be voluntary.

Section 18. The Agency shall, after having given due consideration to its other financial requirements, use United Nations Expanded Programme of Technical Assistance funds made available to the Agency for regional projects, to cover its contribution to the Centre. The funds allocated by the Agency shall be used by the Centre in accordance with the Financial Regulations and Rules governing the United Nations Expanded Programme of Technical Assistance :

(*a*) To meet the cost of a Technical Adviser; and

(*b*) Within the limits of such funds and in accordance with the programme of work approved by the Governing Body, to cover the cost of technical staff and experts from abroad, visiting professors from abroad and fellowships for Arab States other than the Host State, and to provide equipment and supplies which are not locally available. The detailed procedure for defraying such costs and for the disbursement of funds made available by the Agency will be agreed upon between the Centre and the Agency. In addition, the Agency shall transfer title to the Centre of the equipment listed in Annex III,[3] which was made available by the Agency to the Host State for the two training courses held in 1961 at Dokki, Cairo.

Section 19. The Governing Body shall be empowered to accept contributions, gifts, legacies and grants from Governments, institutions and private persons provided that these contributions, gifts, legacies and grants are for purposes in keeping with the functions and aims of the Centre.

Section 20. The Director, jointly with the Technical Adviser, shall draw up and present annually to the Governing Body for its approval the programme and budget of the Centre. The Director of the Centre shall have the authority to make disbursements within the limits of the approved budget.

Article X

APPLICATIONS FOR FELLOWSHIPS

Section 21. Applications for fellowships shall be submitted to the Director in the first place by the Host State and the Participating States; if appropriate, applications may also be invited from non-participating Arab States eligible for assistance under the United Nations Expanded Programme of Technical Assistance.

Section 22. Final selection will in each case be made jointly by the Director and the Technical Adviser subject to policy guidance given by the Governing

[3] See p. 246 of this volume.

Body. The criteria applied and procedures followed shall be in general conformity with those of the Agency. The fellowship awards made by the Centre shall be communicated to the Agency.

Article XI

LEGAL STATUS

Section 23. The Centre shall have juridical personality.

Section 24. Save for the obligations expressly provided for in this Agreement, the Agency, the Host State and the Participating States shall have no responsibility for any civil, financial or other obligations in respect of the Centre.

Section 25. The Host State shall accord to the Centre, its premises, property, funds and assets the privileges and immunities which are necessary for the operation of the Centre in conformity with the Agreement on the Privileges and Immunities of the Agency[1] (Agency document INFCIRC/9/Rev.1).

Section 26. The Host State shall also grant to members of the Governing Body, the Director and the staff of the Centre the privileges and immunities necessary for the exercise of their functions.

Section 27. The Host State shall apply to the Agency, its funds, assets and staff, as well as to the Technical Adviser, technical staff and experts and visiting professors from abroad, the Agreement on the Privileges and Immunities of the Agency.

Article XII

ANNUAL REPORT

Section 28. The Director shall annually, jointly with the Technical Adviser, submit to the Governing Body, to the Host State, to the Participating States and to the Agency a comprehensive report on the work accomplished by the Centre.

Article XIII

HEALTH AND SAFETY

Section 29. The Centre shall comply with the Agency's Basic Safety Standards (the Agency's Safety Series No. 9) and other standards of the Agency, and endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice. The detailed health and safety regulations of the Centre shall be established in consultation with the Agency. Changes may be made in these safety standards and measures in accordance with the

[1] United Nations, *Treaty Series*, Vol. 374, p. 147; Vol. 396, p. 352; Vol. 399, p. 296; Vol. 412, p. 353; Vol. 456, p. 502, and Vol. 463, p. 362.

provisions of paragraphs 38 and 39 of the Agency's Health and Safety Measures (Agency document INFCIRC/18).

Section 30. The Director shall submit to the Agency the reports specified in paragraph 25 of document INFCIRC/18, the first report to be submitted not later than twelve months after the coming into force of this Agreement. In addition, the reports specified in paragraphs 26 and 27 of document INFCIRC/18 shall be submitted.

Article XIV

ACCEPTANCE AND ENTRY INTO FORCE

Section 31. Acceptance of this Agreement shall be effected by the deposit of an instrument of acceptance with the Host State, which shall notify the Arab States and the Agency of the receipt thereof.

Section 32. This Agreement, having been approved by the Board of Governors of the Agency, shall enter into force on or after 1 January 1963 upon the deposit of instruments of acceptance by at least four Arab States, including the Host State, listed in Annex I. A formal undertaking by States other than the Host State to seek to obtain as rapidly as possible under their constitutional procedures and during the period of twelve months from 1 January 1963 acceptance of this Agreement shall be considered for the purpose of entry into force as equivalent to the deposit of an instrument of acceptance. States giving such an undertaking may participate in the work of the Governing Body as non-voting observers. If by 1 January 1964 the required number of instruments of acceptance have not been deposited, this Agreement shall be considered terminated.

Article XV

DURATION, WITHDRAWAL, TERMINATION AND AMENDMENT

Section 33. This Agreement shall remain in force for an indefinite period.

Section 34. Subject to the provisions of Section 35, the Agency's participation in the Centre, and hence its rights and obligations under this Agreement, shall be limited to the first four years; it may be extended for a further period not exceeding two years.

Section 35. Any party to this Agreement may withdraw at any time after the expiration of the first year from the date of its acceptance or of the entry into force of this Agreement, whichever is the later, upon giving one year's notice to the other parties. If the Host Government withdraws, this Agreement shall automatically terminate.

Section 36. On termination of this Agreement, the Centre shall revert to the Host State. Equipment provided under the United Nations Expanded Programme of Technical Assistance will be disposed of in agreement with the Agency.

Section 37. At the end of the Agency's participation pursuant to Section 34 or 35, the Host State and the other Participating States may review and amend this Agreement as necessary.

Article XVI

SETTLEMENT OF DISPUTES

Section 38. Any dispute between any two or more States parties to this Agreement concerning the interpretation or application thereof, which is not settled by negotiation or other agreed mode of settlement, shall be settled by arbitration.

Section 39. If a dispute arises between the Agency on the one hand and one or more other parties to this Agreement on the other hand, concerning the interpretation or application of this Agreement, which is not settled by negotiation or other agreed mode of settlement, the Agency shall request the International Court of Justice to give an advisory opinion in accordance with Article XVII.B of the Agency's Statute. The opinion given shall be accepted as binding by the parties to this Agreement.

Article XVII

AUTHENTIC LANGUAGES

Section 40. The English and French texts of this Agreement shall be equally authentic.

ANNEX I

SCALE OF ANNUAL CONTRIBUTIONS TO THE CENTRE

State	*Annual contribution*
Iraq	United States dollars 2.500
Lebanon	United States dollars 2.000
Libya	United States dollars 2.000
Tunisia	United States dollars 2.000
United Arab Republic	Egyptian pounds 35.000

ANNEX II

EQUIPMENT TO BE MADE AVAILABLE TO THE CENTRE BY THE HOST STATE

A. *To be used exclusively by the Centre*

Location	*Units*	*Nature of equipment*	*Type*
Counting Laboratory	5	Scalers	Philips PW 4032, with PW 4052 timer unit and PW 4022 H.T. unit
	1	Scaler	Philips PW 4032 with PW 4022 H.T. unit
	1	Scaler	Philips PW 4035
	4	Scalers	Ekco, N 530 E
	1	Scaler (autoscaler)	Tracerlab
	4	Scintillation detectors (well)	
	6	Scintillation detectors (probe)	Philips PW 4111
	10	Lead castles provided with Geiger-Müller tube	Locally made
	10	Geiger-Müller tubes (end-window)	Philips 18505
	1	Scintillation counter	Philips PW 4111
	1	Scintillation counter	Tracerlab
	3	Collimators	Philips PW 4112/00
	10	Absorber sets	Panax
	5000	Planchets and cups	Philips
	2	Survey meters	Models 2612 and 2586 (Nuclear Chicago)
	1	Laboratory monitor	1021 C (Dynatron Radio Ltd., England)
	1	α-source, uranium (2990 disintegrations/ min)	R-15 (Tracerlab)
	2	C^{14} sources (10^3, 10^5 counts/min)	CFR2, CFR3 (Radiochemical Centre)
	1	Sr^{90} source (3.54×10^4 counts/ min on 26 January 1960)	SIRC 2 (Radiochemical Centre)
	1	Bi^{210} (0.71 μc + 10% in July 1961)	
	1	Bi^{210} (0.80 μc + 10% in July 1961)	
	1	Cs^{137} (9.7 μc on 25 May 1959)	CDRC. 2 (Radiochemical Centre)
	1	Cs^{137} (120 μc on 1 July 1959)	CDRC. 3 (Radiochemical Centre)
	1	Ra^{226} (2.86/mg)	
	1	Co^{60} (3.14 μc on 2 February 1959)	
	1	Neutron source radium-beryllium (1 mg radium)	

Location	*Units*	*Nature of equipment*	*Type*
	2	Cabinets (30 × 30 × 25 cm) provided with trays for planchets	Locally made
	20	Trays for planchets	Locally made
Medical	2	Scalers	Ekco N 530 E
Laboratory	2	Scintillation probes	Ekco N 559 A
Preparation	1	Set of glassware, comprising :	
Laboratory		Beakers	
		Buchner, conical and measuring flasks	
		Buchner, common and separating funnels	
		Graduated and one-mark pipettes	
		Measuring cylinders	
		Petri dishes	
		Porcelain crucible	
		Reagent bottles	
		Test-tubes	
		Watch-glass	
	2	Water distillators	Locally made
	-	Chemicals and other small items	
Radio-	4	Fume hoods	With fans, stainless steel sinks, gas, electricity and water
chemical Laboratory	12	Sinks	Stainless steel, for liquid-waste disposal
	2	Laboratory monitors	Tracerlab
	-	Remote handling devices	With lead cabinets
	2	Centrifuges	International Equipment Co., Clinical model CL (USA)
	2	Centrifuges	CM-1 (Romania)
	5	Rough balances	
	10	Infra-red lamps	
	2	Water-bath sets	
	2	Stirrers	ANALIS (Belgium)
	20	Complete sets of glassware comprising :	
		Beakers	
		Common, washing and reagent bottles	
		Common and separating funnels	
		Common and graduated pipettes	

Location	*Units*	*Nature of equipment*	*Type*
		Dissection set	
		Glass cups	
		Glass rod	
		Gloves	
		Ignition and porcelain crucibles	
		Laboratory goggles	
		Measuring cylinders and flasks	
		Pipette and test-tube racks	
		Spatula, stainless steel	
		Syringes	
		Test-tube brush	
		Thermometer	
		Tripod stand with gauze	
		Tray, metal	
		Watch-glass	
		Wax-pencil	
	-	Chemicals	
	5	Benches	Each for four students
Research Laboratory	4	Scalers with Geiger-Müller tubes and castles	Philips PW 4032 with H.T. unit 4022 and timer PW 4052
	1	Scaler	ALS 349-CRC
	4	Scalers with Geiger-Müller tubes, scintillation well type, and lead castles	Ekco N 530
	1	Coincidence and anti-coincidence device	Tracerlab PLS-3 RLI-10
	1	Ratemeter with recorder	Tracerlab SC-34 B.D
	4	Analytical balances	
	2	Ultra thermostats	NBE
	2	Ovens (20-250° C)	Schulz and Co. (Berlin)
	2	Ovens (25-220° C)	Memmert-264Z (Germany)
	4	Water-bath multi-holes	
	2	Centrifuge apparatuses	
	1	Smoker	Locally made
Special Training Laboratory	-	Equipped for special courses, for example agriculture and industry	Capacity : 20 students

B. *To be used jointly by the Centre and the National Atomic Energy Establishment*

Location	*Units*	*Nature of equipment*	*Type*
Hot Laboratory	1	Vault with six vertical pits for storage of radioisotopes	
	1	Ionization chamber with D.C. amplifier	Kaktus type (USSR)
	1	Electroscope	Pasadena, Calif., Type 2
	1	Laboratory monitor	Tracerlab
	1	Large automatic manipulator	Locally made
	1	Glove box	
Medical Laboratory	1	Dual ratemeter	Picker N 134
Medical Analysis Laboratory	1	Colorimeter	Lumetron Model 1A
	1	Densitometer	E.E.L. Universal
	1	Centrifuge	Electric AHT-type 21 u-421
	1	Incubator	Blue Line model M 200
	1	Microscope	Zeiss Winbel Nr. 17224
	1	Set of glassware for biological fluid analysis, comprising:	
		Beakers	
		Centrifuge tubes, test-tubes and Wintrobe's tubes	
		Cylinders	
		Funnels	
		Graduated and Westergren's pipettes	
		Haemoglobinizer	
		Pipettes for red and white blood corpuscles	
		Slides and cover glass	
		Syringes	
Research Laboratory	1	Set-up for low counting	
	1	Spectrophotometer with hydrogen and tungsten lamps	Carl Zeiss Nr. 6620
	1	Flame photometer	Carl Zeiss
	1	Paper chromatograph scanner with recorder	Frieseke and Hoepfner
	2	Colorimeters	E.E.L. and Labor
	1	Microscope, biological type	Carl Zeiss

Location	*Units*	*Nature of equipment*	*Type*
	1	Kymograph	Labor Tip Sz. 252 (Budapest)
	1	Microtome	Atago Optical Works Co. (Japan)
	1	Apparatus for flux determination in muscles	
	1	Densitometer	Carl Zeiss 12519
Standardization	1	Gamma-ray spectrometer	Tracerlab (SC 78) and (SC 57 A)
Laboratory	2	Gas-flow counters	Frieseke and Hoepfner FH 51
	1	Scaler	Frieseke and Hoepfner FH 49
	1	Ionization chamber with vibrating reed and D.C. amplifier	Frieseke and Hoepfner FH 56
Workshop	1	Oscillograph	Cossor
	1	Oscillograph	USSR
	1	Oscillograph	Philips
	1	Tube tester	Simpson 1000
	1	Avometer	AVO type 260
	1	Universal test meter	Type 100 (China)
	1	Set of tools and light equipment for minor construction and maintenance	
Darkroom	1	Photostat	Locally made
	10	Stainless steel hangers for developing films (6 × 25 cm)	
	1	Enlarger for 35 mm films	AXCYMAL (CSSR)
	4	Hard-rubber tanks for developing (25 × 15 × 7 cm)	
	2	Hard-rubber tanks for washing (25 × 15 × 15 cm)	
	2	White enamelled metal tanks for developing (25 × 15 × 35 cm)	
	2	Alarm clocks (stop)	
	2	Safe-lights	
	4	Enamelled dishes for developing (27 × 33 cm)	
	4	Plastic dishes for developing (25 × 60 cm)	
	1	Electric dryer for papers (33 × 45 cm)	Wess type B

ANNEX III

EQUIPMENT SUPPLIED BY THE AGENCY TO THE HOST STATE IN 1961, THE TITLE TO WHICH WILL BE TRANSFERRED TO THE CENTRE

Units	*Nature of equipment*	*Type*
2	Methane flow counters, complete with accessories	Frieseke and Hoepfner FH 51
1	Scaler-spectrometer with low-background, well-scintillation counter	Tracerlab SC-78
1	Dual-channel scintillation counter, with two detectors, two ratemeters, recorder, power supply and dual stand	Picker Magnaprobe
1	Gold-seed implantation gun with accessories	Buchler
1	Pulse generator	Model 401, Radiation instrument
1	Double-beam oscilloscope	Cossor Model 1049 MK IV
1	Volt-ohm milliameter	Simpson Model 260
1	Tube tester	Simpson Model 1000
2	Survey meters	Nuclear Chicago Models 2612P and 2586S
2	Clinical centrifuges, with accessories	Model Emil Greiner G 4290D
2	Pipette washing assemblies	Model G 20440
-	Set of 90 miscellaneous pipettes	
3	Electro-plating cells	
5	Beta-shielded syringes	Model B ss 31
4	Propipettes	PRO 42
10	Stainless steel filtration units	FD-700, Gallenkamp
4	Geiger counter tubes	20th Century
2	Aluminium absorbers	
2	Lead absorbers	
-	Set of 100 sample pans	Philips PW 4131/00
4	Strontium-90 eye applicators	Radiochemical Centre
-	Miscellaneous chemicals	