

No. 7319

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
FINLAND**

**Agreement (with annex) for additional assistance by the
Agency to Finland in establishing a research reactor
project. Signed at Vienna, on 27 and 31 January 1964**

Official text: English.

Registered by the International Atomic Energy Agency on 26 June 1964.

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

**Accord (avec annexe) concernant une aide supplémentaire
de l'Agence à la Finlande pour un réacteur de recherche.
Signé à Vienne, les 27 et 31 janvier 1964**

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 26 juin 1964.

No. 7319. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF FINLAND FOR ADDITIONAL ASSISTANCE BY THE AGENCY TO FINLAND IN ESTABLISHING A RESEARCH REACTOR PROJECT. SIGNED AT VIENNA, ON 27 AND 31 JANUARY 1964

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") has granted assistance to the Government of Finland (hereinafter called "Finland") in setting up a project consisting of the operation of the FiR-I Triga Mark II research reactor, pursuant to an agreement concluded between the Agency and Finland on 30 December 1960² (hereinafter called the "Project Agreement"); and

WHEREAS Finland has addressed a further request to the Agency for assistance in arranging for the supply of approximately 300 milligrams of uranium-235 contained in uranium enriched up to 95%, which constitute part of three neutron beam monitors for the reactor; and

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 Finland; and

WHEREAS the Board of Governors on 20 June 1963 approved the request by Finland for additional assistance and Finland has indicated to the Agency that the offer of the United States is acceptable to it;

NOW THEREFORE the Agency and Finland hereby agree as follows:

Section 1. The Agency hereby allocates to the project described in Article I of the Project Agreement, from material made available to the Agency by the United States, 300 milligrams of uranium-235 contained in uranium enriched up to 95% (hereinafter called the "neutron monitor material"). The neutron monitor material is to be supplied by the United States Atomic Energy Commission (hereinafter the "Commission") in accordance with the terms of the Master Contract for the Sales of Research Quantities of Special Nuclear Materials between the Agency and the Commission and of Supplemental Contract No. 6 thereto, a copy of each of which is attached hereto.³ Except as may be specified by the Agency, Finland shall perform on behalf of the Agency

¹ Came into force on 31 January 1964, upon signature, in accordance with Section 4.

² United Nations, *Treaty Series*, Vol. 395, p. 258.

³ For the text of the Master Contract, see United Nations, *Treaty Series*, Vol. 456, p. 447. For the text of Supplemental Contract No. 6, see p. 216 of this volume.

all obligations by 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 2-8 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 neutron monitor material is acknowledged.

Section 2. 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 1. 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 3. Except as otherwise provided herein, all other provisions of the Project Agreement and of the Agency's letter of 4 April 1961 relating to safeguards for the FiR-I Triga reactor shall apply to the assistance granted pursuant to this Agreement.

Section 4. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Finland.

For the Agency :

P. BALLIGAND

31 January 1964

For Finland :

Otso WARTIOVAARA

Vienna, January 27, 1964

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SUPPLEMENTAL CONTRACT No. 6 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 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 1962.¹

¹ See footnote 3, p. 214 of this volume.

Material:

Approximately 300 milligrams U-235 contained in uranium enriched to approximately 93% in that isotope, which constitutes part of three neutron beam monitors (types B 300 D2/D4/D6) manufactured by Amperex Electronic Corporation.

Deliver to:

A representative of the Government of Finland designated by that Government to act on behalf of the Agency in accepting this material.

Through: Port of New York.

Delivery Date:

To be agreed between Seller and the Government of Finland.

For the International
Atomic Energy Agency :

P. BALLIGAND

31 January 1964

Charges:

The Seller's published price in effect at the time of delivery. Seller's current price for 93% enriched uranium is \$ 11,188.00 per kilogram. If the Seller's price as published in the United States Federal Register is increased prior to the actual delivery date, the Purchaser may cancel the contract or appropriate parts thereof, by notifying the Seller within fifteen days after having been informed of the price increase.

Bill to:

International Atomic Energy Agency.

Delivery Instructions:

Will be sent by the Government of Finland.

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

Myron B. KRATZER

October 24, 1963