

No. 7322

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
YUGOSLAVIA**

**Agreement (with annex) for assistance by the Agency in
furthering a research project. Signed at Belgrade, on
7 December 1963, and at Vienna, on 2 January 1964**

Official text: English.

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

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

**Accord (avec annexe) relatif à l'aide de l'Agence pour la
mise en œuvre d'un projet de recherches. Signé à Bel-
grade, le 7 décembre 1963, et à Vienne, le 2 janvier
1964**

Texte officiel anglais.

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

No. 7322. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA FOR ASSISTANCE BY THE AGENCY IN FURTHERING A RESEARCH PROJECT. SIGNED AT BELGRADE, ON 7 DECEMBER 1963, AND AT VIENNA, ON 2 JANUARY 1964

WHEREAS the Government of the Socialist Federal Republic of Yugoslavia (hereinafter “Yugoslavia”), desiring to carry on 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 enriched uranium and plutonium required for such research;

WHEREAS the Board of Governors of the Agency approved the project on 26 March 1963;

WHEREAS the Government of the United States of America (hereinafter the “United States”) has offered to supply to the Agency the required materials for use by Yugoslavia;

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

NOW THEREFORE the Agency and Yugoslavia agree as follows :

Section 1. The project to which this Agreement relates is the conduct in Yugoslavia at Vinca and Ljubljana of research on the fission process and the determination of fission products, as well as experiments using U-235 and Pu-240 for the measurement of microquantities and submicroquantities of uranium and plutonium.

Section 2. The Agency hereby allocates to the project three grams U-235 contained in uranium enriched to 93% or higher in that isotope, 50 milligrams Pu-239 with an isotopic purity of at least 99.8%, and 10 milligrams Pu-240 with an isotopic purity of more than 90% (together hereinafter the “supplied materials”). The materials are 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 Materials between the Agency and the Commission and of Supplemental

¹ Came into force on 2 January 1964, upon signature, in accordance with Section 9.

Contract No. 4 thereto, a copy of each of which is attached hereto.¹ Except as may be specified by the Agency, Yugoslavia shall perform on behalf of the Agency all obligations of the Purchaser specified in the Contracts, and the Agency and Yugoslavia 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 1-8 and 10 of the Master Contract. Yugoslavia shall communicate to the Commission the shipping instructions, shall except as provided in Section 3 assume all costs for transportation and insurance and shall transmit to the Agency a copy of the receipt(s) by which delivery of the supplied materials is acknowledged.

Section 3. Yugoslavia 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 30 days after the Agency transmits to Yugoslavia 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. 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 5. Yugoslavia agrees that the supplied material shall not be used in such a way as to further any military purpose. Upon its delivery to Yugoslavia, Agency safeguards will be attached to the supplied materials pursuant to sub-paragraph 32 (b) of Agency document INFCIRC/26, which safeguards will thereupon be suspended in accordance with sub-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 1961² 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 materials; it shall similarly submit the reports specified in paragraphs 25-27 of that document, at the time therein indicated. 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.

* Agency's Safety Series No. 6 (STI/PUB/40).

¹ For the text of the Master Contract, see United Nations, *Treaty Series*, Vol. 456, p. 447. For the text of Supplemental Contract No. 4, see p. 280 of this volume.

² United Nations, *Treaty Series*, Vol. 412, p. 225.

Section 7. Pursuant to Article VIII.B of the Statute of the Agency,¹ 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 projects, does not claim any right in any inventions or discoveries arising from the projects. 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 Supplemental Contract, which is not settled by negotiation or as may otherwise be agreed, shall, subject to the agreement of the Commission if it is agreed that it is a party to the dispute, be submitted to an arbitral tribunal. Each party to 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 Yugoslavia.

For the Agency :

P. BALLIGAND

2 January 1964

For Yugoslavia :

S. NAKICENOVIC

7 December 1963

¹ See footnote 5, p. 222 of this volume.

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SUPPLEMENTAL CONTRACT No. 4 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 1962.¹

Item or Material

All in form of nitrates :

1. 3 grams U-235 contained in uranium enriched to 93% or higher in that isotope
2. 50 milligrams Pu-239, with an isotopic purity of at least 99.8%
3. 10 milligrams Pu-240, with an isotopic purity greater than 90%

Ship to:

Socialist Federal Republic of Yugoslavia, in accordance with instructions to be received from its Government

Through: Port of New York

Delivery Date:

As soon as possible

For the International
Atomic Energy Agency :

P. BALLIGAND
2 January 1964

Charges

1. As per the schedule of charges published in the U.S. Federal Register for enriched uranium in effect at date of transfer of the material, plus charges for conversion to nitrate and for packaging and shipping.
2. \$100.00
3. \$100.00

Bill to:

International Atomic Energy Agency,
Vienna, Austria

Shipping Instructions:

To be provided by Government of
Yugoslavia

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

¹ See footnote 1, p. 276 of this volume.