

No. 7581

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
UNITED ARAB REPUBLIC**

**Agreement for assistance by the Agency in furthering a
research project (with enclosure). Signed at Cairo, on
8 September 1964, and at Vienna, on 17 September 1964**

Official text: English.

Registered by the International Atomic Energy Agency on 8 February 1965.

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE
et
RÉPUBLIQUE ARABE UNIE**

**Accord relatif à l'aide de l'Agence pour la mise en œuvre
d'un projet de recherches (avec pièce jointe). Signé au
Caire, le 8 septembre 1964, et à Vienne, le 17 septembre
1964**

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 8 février 1965.

No. 7581. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC FOR ASSISTANCE BY THE AGENCY IN FURTHERING A RESEARCH PROJECT. SIGNED AT CAIRO, ON 8 SEPTEMBER 1964, AND AT VIENNA, ON 17 SEPTEMBER 1964

WHEREAS the Government of the United Arab Republic (hereinafter "United Arab Republic"), 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 natural uranium required for such research ;

WHEREAS the Board of Governors of the Agency approved the project on 20 June 1963 ;

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter the "United Kingdom") has offered to supply to the Agency the required materials for use by the United Arab Republic ;

WHEREAS the United Arab Republic has indicated to the Agency that the offer of the United Kingdom is acceptable to it ;

NOW THEREFORE the Agency and the United Arab Republic agree as follows :

Section 1. The project to which this Agreement relates is the conduct in the United Arab Republic of certain research and experiments, the purpose of which is to study the optical, electrical and magnetic properties of uranium hexafluoride.

Section 2. The Agency hereby allocates to the project 2 kilograms of uranium hexafluoride containing natural uranium (hereinafter the "supplied material"). This material is to be supplied by the United Kingdom Atomic Energy Authority (hereinafter "the Authority") in accordance with the terms stated on the Purchase Order addressed by the Agency to the Authority and accepted by the latter, a copy of which order is attached hereto.

Section 3. The United Arab Republic shall communicate to the Authority the shipping instructions, shall make the required payments to the Authority for the

¹ Came into force on 17 September 1964, upon signature, in accordance with section 9.

material, 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 4. The United Arab Republic 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 the United Arab Republic, 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. The United Arab Republic agrees that the supplied material shall not be used in such a way as to further any military purpose. No Agency safeguards will be attached to this material, provided that at the time it is delivered the amount of PN natural or depleted uranium with a uranium-235 content of 0.5 per cent or greater not subject to such safeguards in the United Arab Republic, does not exceed 10 metric tons.

Section 6. With reference to health and safety, the United Arab Republic shall as far as possible conform to 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. The United Arab Republic shall also submit, in one of the working languages of the Board of Governors of the Agency, the reports specified in paragraphs 25, 26 and 27 of Agency document INFCIRC/18 at the times indicated therein. The Agency may carry out special investigations, under the circumstances specified in paragraph 32 of the said document, upon receipt from the United Arab Republic of a report pursuant to paragraph 26 of the said document. The United Arab Republic shall apply the relevant provisions of the Annex to Agency document GC(V)/INF/39 and of the Agreement on the Privileges and Immunities of the Agency¹ to the Agency's experts carrying out such investigations and to any property of the Agency used by them in performing their functions.

Section 7. Pursuant to Article VIII.B of the Statute² of the Agency, the United Arab Republic 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 between the parties to this agreement concerning the interpretation or application of this Agreement, which is not settled by negotiation

¹ United Nations, *Treaty Series*, Vol. 374, p. 147.

² United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.

or as may otherwise be agreed, shall, subject to the consent of the Authority 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 the United Arab Republic.

For the Agency :

U. L. GOSWAMI

17.9.64

For the United Arab Republic :

S. EL KHASHAF

8.9.1964

INTERNATIONAL ATOMIC
ENERGY AGENCY

PURCHASE ORDER No.

Vienna I, Kaerntnerring
Austria
Cable : Inatom

L/302 UAR
Date: 5 August 1963

All invoices, all delivery slips, all correspondence must show this number

Dear Sirs,

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

Date of delivery

ASAP — within 3 months

Terms of delivery

To be communicated separately by the United Arab Republic

SUPPLIER

United Kingdom Atomic Energy Authority, Production Group
Risley, Warrington, Lancs

Terms of payment

FOB per letter of 12 June 1963.
Payment to be made by the United Arab Republic

Attn.: Mr. R. B. Manning, Commercial Sales

Guaranty and other conditions

Item No.	Articles or services	Unit	Quant.	Unit price	Amount
1	2 kilograms UF ₆ containing normal uranium Upon delivery of the above material to the Government of the United Arab Republic, please send the IAEA a copy of the receipt. We accept the conditions stated. R. B. MANNING U.K.A.E.A.				£ 42.10s.0d

INSTRUCTIONS

Please return attached copies, duly signed, acknowledging your acceptance of our order. Submit invoices in duplicate.

Yours truly,

TOTAL

£ 42.10s.0d

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Procurement Officer