

No. 8122

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
MOROCCO**

Project Agreement concerning arrangements for the delivery of radiotherapy equipment. Signed at Tokyo, on 24 September 1965

Official text: French.

Registered by the International Atomic Energy Agency on 21 February 1966.

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

Accord de projet concernant les dispositions à prendre pour la livraison de matériel de radiothérapie. Signé à Tokyo, le 24 septembre 1965

Texte officiel français.

Enregistré par l'Agence internationale de l'énergie atomique le 21 février 1966.

[TRANSLATION¹ — TRADUCTION²]

No. 8122. PROJECT AGREEMENT³ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE ROYAL GOVERNMENT OF MOROCCO CONCERNING ARRANGEMENTS FOR THE DELIVERY OF RADIOTHERAPY EQUIPMENT. SIGNED AT TOKYO, ON 24 SEPTEMBER 1965

WHEREAS the Royal Government of Morocco (hereinafter called "Morocco"), desirous of expanding the Radiological and Cancer Control Centre of Morocco at Casablanca, has requested the assistance of the International Atomic Energy Agency (hereinafter called "the Agency") in obtaining the radioisotopes and radiotherapy equipment required for this purpose ;

WHEREAS the Government of the Union of Soviet Socialist Republics (hereinafter called "the Soviet Union") has offered to provide the Agency with equipment for radiotherapy centres free of charge ;

WHEREAS Morocco has informed the Agency that the equipment offered by the Soviet Union meets its requirements ;

WHEREAS the Soviet Union has informed the Agency that it is prepared, pursuant to a decision of the Agency's Board of Governors, to deliver this equipment to Morocco ;

WHEREAS the Board of Governors of the Agency approved this project on 17 June 1965, and authorized the Director General to conclude a project agreement with Morocco ;

NOW, THEREFORE, the Agency and Morocco agree as follows :

Article I

1. The Agency shall facilitate the arrangements necessary for the delivery to Morocco of the following equipment : a Rum-7 X-ray unit of short focal length and a 4000 Ci "Luch" cobalt therapy unit (both items hereinafter called "the supplied equipment").
2. The supplied equipment shall be installed in the Radiological and Cancer Control Centre of Morocco at Casablanca.

¹ Translation by the International Atomic Energy Agency.

² Traduction de l'Agence internationale de l'énergie atomique.

³ Came into force on 24 September 1965, upon signature, in accordance with article VIII.

Article II

Arrangements for delivery and installation of the supplied equipment shall be concluded between Morocco and the Soviet Union. In particular, provision shall be made for :

- (a) Direct transfer of legal title to the supplied equipment from the Soviet Union to Morocco (or from an organization designated by the former to an organization designated by the latter) as and when the equipment is dispatched from the Soviet Union ;
- (b) Transport of the supplied equipment from the Soviet Union to Morocco in conformity, so far as possible, with the provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials ;¹
- (c) Terms and conditions applicable to the settlement of disputes between Morocco and the Soviet Union.

Article III

Morocco undertakes not to use the supplied equipment in such a way as to further any military purpose.

Article IV

1. The health and safety measures applicable to the project shall be those set out in Agency document INFCIRC/18 (hereinafter called "the Health and Safety Document").
2. Morocco shall apply the Agency's Basic Safety Standards² to operations in which the supplied equipment is used, and shall endeavour to secure safety conditions as recommended in the relevant parts of the Agency's codes of practice.
3. Morocco shall submit the reports provided for in paragraphs 25 (a), 26 and 27 of the Health and Safety Document.
4. The Agency shall be enabled to perform an inspection when the supplied material has been installed and before it is put into service, and to carry out further special inspections in the cases specified in paragraph 32 of the Health and Safety Document.
5. Morocco shall apply the relevant provisions of the Annex to document GC(V)/INF/39 and of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency³ to Agency inspectors and to all property used by them in the performance of their functions.

¹ International Atomic Energy Agency, *Safety Series No. 6*, revised edition, 1964 (STI/PUB/97).

² International Atomic Energy Agency, *Safety Series No. 9* (STI/PUB/26).

³ United Nations, *Treaty Series*, Vol. 374, p. 147.

Article V

1. In accordance with Article VIII.B of the Agency's Statute,¹ Morocco shall make available to the Agency without charge all scientific information resulting from the assistance extended by the Agency in connection with this project.
2. The Agency shall claim no rights in any inventions or discoveries arising from the execution of the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

Article VI

At no time shall the Agency assume any liability in respect of the transport, installation, handling or use of the supplied equipment, or in respect of any fault in that equipment.

Article VII

1. Any dispute arising out of or bearing on this Agreement which is not settled by negotiation or as may otherwise be agreed by the parties shall be submitted to an arbitral tribunal at the request of one or other of the parties.
2. Each party shall designate one arbitrator, and the two arbitrators thus designated shall elect a third who shall serve as Chairman of the tribunal. If within 30 days of the request for arbitration one of the parties has not designated an arbitrator, or if the third arbitrator has not been elected within 30 days of the designation of the second arbitrator, one or other of the parties may request the President of the International Court of Justice to make the necessary appointment.
3. The arbitral tribunal shall take decisions by majority vote. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on the parties to the dispute.
4. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

Article VIII

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

DONE in Tokyo on 24 September 1965 in duplicate in the French language.

For the International Atomic Energy Agency :
Sigvard EKLUND

For the Royal Government of Morocco :
Abdelkebir EL FASSI

¹ United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.