

No. 9310

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
ISRAEL**

**Project Agreement regarding arrangements for the transfer  
of irradiation equipment. Signed at Vienna, on  
31 August 1967**

*Official text: English.*

*Registered by the International Atomic Energy Agency on 20 November 1968.*

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

**Accord de projet concernant les dispositions à prendre  
pour la livraison de matériel d'irradiation. Signé à  
Vienne, le 31 août 1967**

*Texte officiel anglais.*

*Enregistré par l'Agence internationale de l'énergie atomique le 20 novembre 1968.*

No. 9310. PROJECT AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF ISRAEL REGARDING ARRANGEMENTS FOR THE TRANSFER OF IRRADIATION EQUIPMENT. SIGNED AT VIENNA, ON 31 AUGUST 1967

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WHEREAS the Government of Israel (hereinafter called "Israel"), desiring to undertake research projects for peaceful purposes relating to the IRR-1 reactor, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing a low-temperature irradiation loop necessary for such projects ;

WHEREAS the Government of the French Republic (hereinafter called "France") has offered to make available to the Agency, free of charge, a low-temperature irradiation loop ;

WHEREAS Israel has informed the Agency that the equipment offered by France would meet its needs ;

WHEREAS France has informed the Agency of its readiness, pursuant to a decision by the Board of Governors of the Agency, to deliver that equipment to Israel ; and

WHEREAS the Board of Governors of the Agency approved the project on 16 June 1967 and authorized the Director General to conclude with Israel a Project Agreement ;

NOW THEREFORE, the Agency and Israel hereby agree as follows : \*

*Article I*

*Section 1.* The Agency will facilitate arrangements for the transfer to Israel of a low-temperature liquid nitrogen irradiation loop (hereinafter called the "supplied equipment").

*Section 2.* The supplied equipment will be fitted into the Israel Research Reactor IRR-1, which is operated by the Israel Atomic Energy Commission at the Soreq Nuclear Research Centre at Yavne.

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<sup>1</sup> Came into force on 31 August 1967 by signature, in accordance with article VII, section 15.

*Article II*

*Section 3.* The arrangements for the delivery and installation of the supplied equipment will be made between Israel and France. These arrangements shall provide :

- (a) That title to the supplied equipment shall pass directly from France to Israel (or the designated organ of either) upon the dispatch of the supplied equipment from France ;
- (b) That the transportation of the supplied equipment from France to Israel shall be, as far as possible, subject to the Agency's Regulations for the Safe Transport of Radioactive Materials, and
- (c) For the settlement of any disputes between Israel and France.

*Article III*

*Section 4.* Israel undertakes that the supplied equipment shall not be used in such a way as to further any military purpose.

*Article IV*

*Section 5.* The health and safety measures applicable to this project shall be those set forth in Agency document INFCIRC/18 (hereinafter called the "health and safety document"). Israel shall apply to operations involving the supplied equipment the Agency's Basic Safety Standards and shall endeavour to ensure safety conditions as recommended in the relevant sections of the Agency's Codes of Practice.

*Section 6.* Israel shall submit the reports specified in paragraphs 25 (a), 26 and 27 of the health and safety document.

*Section 7.* The Agency shall be given the opportunity to carry out an inspection after the supplied equipment has been installed and before it is put into operation, and may also carry out special inspections under the circumstances specified in paragraph 32 of the health and safety document.

*Section 8.* Israel 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 Agency<sup>1</sup> to the Agency's inspectors and to any property used by them in performing their functions.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 374, p. 147.

#### Article V

*Section 9.* Pursuant to paragraph B of Article VIII of the Statute of the Agency<sup>1</sup> Israel shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency with respect to this project.

*Section 10.* The Agency does not claim any right in any inventions or discoveries arising from the implementation of the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

#### Article VI

*Section 11.* The Agency shall at no time bear any responsibility for the transfer, the installation, the safe handling or the use of the supplied equipment, or for any defect in the equipment.

#### Article VII

*Section 12.* Any dispute arising out of the interpretation or application of this Agreement, which is not settled by negotiation or as may otherwise be agreed, shall be submitted to an arbitral tribunal at the request of either Party. Each Party shall designate an arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, or if within thirty days of the designation of the second arbitrator the third arbitrator has not been elected, either Party may request the President of the International Court of Justice to make the relevant appointment.

*Section 13.* The arbitral tribunal shall make 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 expenses of arbitration between the Parties, shall be binding on the Parties.

*Section 14.* 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

*Section 15.* This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Israel.

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.

DONE in Vienna, on the 31st day of August 1967, in duplicate in the English language.

For the International Atomic Energy Agency :  
Sigvard EKLUND

For the Government of Israel :  
Naftali SHIMRON

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