

No. 10524

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
SWEDEN**

**Agreement relating to co-operation in the provision of assistance
to developing countries. Signed at Vienna on 19 December
1969**

Authentic text: English.

Registered by the International Atomic Energy Agency on 4 June 1970.

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

**Accord relatif à la coopération pour la fourniture d'assistance aux
pays en voie de développement. Signé à Vienne le 19 décembre
1969**

Texte authentique: anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 4 juin 1970.

AGREEMENT ¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF SWEDEN RELATING TO CO-OPERATION IN THE PROVISION OF ASSISTANCE TO DEVELOPING COUNTRIES

WHEREAS the Government of Sweden (hereinafter referred to as the "Government") is conscious of the benefits of the peaceful uses of atomic energy in assisting developing nations to improve their present economic and social conditions, and is aware of the leading role played by the International Atomic Energy Agency (hereinafter referred to as the "Agency") in co-ordinating such assistance; and

WHEREAS the Government desires to strengthen its co-operation with the Agency by making funds available to the Agency for the implementation of mutually agreed programmes and projects; and

WHEREAS the Director General of the Agency welcomes this strengthened co-operation with the Government, which will contribute to the achievement of the Agency's objectives by promoting, in developing countries, the practical applications of atomic energy as defined in Article III of the Agency's Statute ²;

NOW, THEREFORE, the Government and the Agency hereby agree as follows:

Article I

BASIC AUTHORITY OF THE AGENCY

Section 1. Subject to the provisions of this Agreement, the Agency is authorized to provide assistance to developing Member States of the Agency (hereinafter referred to as "Recipient Governments") for the implementation of mutually agreed programmes and projects falling within the scope of the functions assigned to the Agency under its Statute.

¹ Came into force on 18 January 1970, thirty days after signature, in accordance with section 27.

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

Article II

FUNDS-IN-TRUST AND CONTRIBUTIONS IN KIND

Section 2. (a) For the purpose of enabling the Agency to give effect to agreements with Recipient Governments as envisaged in Section 1 of this Agreement and to carry out preparatory missions in accordance with Section 15, the Government shall make available to the Agency in advance, as funds-in-trust, such amounts in United States dollars as the Agency shall require for disbursements in the succeeding year, as well as amounts required to cover the Agency's technical and administrative costs referred to in Section 8 for that year.

(b) If the total costs incurred on any trust fund during any calendar year exceed the amount estimated, the Government may be required by the Agency to deposit an additional amount to cover the difference.

(c) Any balance remaining unspent in any trust fund upon the completion of a given project or mission shall be returned to the Government unless the latter authorizes the Agency to allocate all or part of such balance to other trust funds.

Section 3. The Agency shall establish a separate fund for each project or mission undertaken under this Agreement.

Section 4. The Agency shall administer and account for the funds-in-trust in accordance with its own financial regulations and other applicable rules, and shall keep separate records and accounts for each trust fund.

Section 5. All financial commitments and expenditures made by the Agency with respect to assistance provided under this Agreement shall be expressed in United States dollars.

Section 6. In addition to, or instead of cash payments referred to in Section 2 *(a)*, the parties may agree that the Government shall make available goods and services as contributions in kind.

Section 7. The Agency's obligations under any agreement entered into with a Recipient Government shall be contingent upon receipt of the necessary contribution from the Government. The Agency will not assume any liability in excess of the amounts deposited as funds-in-trust, for the purpose of any agreement entered into with a Recipient Government.

Article III

TECHNICAL AND ADMINISTRATIVE COSTS

Section 8. In order to cover its technical and administrative costs, the Agency shall be entitled to compensation from the Government in an amount corresponding to a certain percentage of the project costs incurred by the Government in regard to each trust fund. Such percentage shall be determined in accordance with the Agency's established practices. The corresponding amount shall be indicated in connection with the presentation of any plan of operation referred to in Section 17.

Article IV

AGREEMENTS ENTERED INTO BY THE AGENCY WITH RECIPIENT GOVERNMENTS

Section 9. Agreements entered into by the Agency within the framework of the present Agreement shall be prepared and construed in accordance with the established practices and policies of the Agency. The conditions applying to any such agreement shall be embodied in a Plan of Operation or similar form of agreement concluded between the Agency and the Recipient Government, a copy of which shall be transmitted to the Government.

Section 10. Agreements entered into by the Agency within the framework of the present Agreement shall contain provisions permitting the Government to take over the Agency's obligations arising thereunder. Such agreements shall also include a provision reserving the right for the Agency and the Government to inspect the project and to obtain relevant reports and documentation.

Section 11. Agreements entered into by the Agency within the framework of the present Agreement shall contain a provision to the effect that the Agency's obligations specified therein shall be subject:

- (a) To the decision of its governing bodies and to its statutory, financial and budgetary rules;
- (b) To the receipt of the necessary contributions from the Government.

Article V

DISTRIBUTION OF FUNCTIONS BETWEEN THE AGENCY AND THE GOVERNMENT WITH REGARD TO THE SELECTION AND ADMINISTRATION OF PROJECTS

Section 12. It is the intention of the Parties that there shall be close co-operation between them for the purpose set forth in this Agreement. To that end they shall regularly consult with each other and shall make available to each other all such information and assistance as may reasonably be requested.

Section 13. The Agency shall have the primary responsibility for selecting and processing project requests to be considered in the context of this Agreement.

Section 14. Consultations shall take place periodically and at an early preparatory stage with regard to such project requests as the Agency considers suitable for financing under the terms of this Agreement.

Section 15. For long-term programmes and important projects, the Agency may propose to the Government that a preparatory mission, which would include at least one member designated by the Government, be sent to the prospective Recipient Government. Requests for preparatory missions will normally be sent to the Government in February and August of each year.

Section 16. The Agency will submit to the Government once a year, in February, the list of projects, with appropriate supporting documents, proposed for financing during the following calendar year. A joint meeting will be held at the end of April to discuss these projects. The Government will inform the Agency as soon as possible of the projects which are likely to be approved by the Government.

Section 17. The Agency will then enter into more detailed negotiations with the prospective Recipient Governments and prepare draft plans of operation or similar forms of agreement. These drafts will be transmitted to the Government for comment.

Section 18. When the Government has informed the Agency of its formal approval of any such draft the Agency will complete and sign the agreement with the Recipient Government, and forward to the Government a signed copy thereof. The agreements shall not be amended without consent of the Government except in so far as they expressly provide otherwise.

Section 19. The Government will then deposit the amounts necessary to finance the project during the current year with the Agency as funds-in-trust in accordance with Article II of this Agreement.

Section 20. The Agency shall be responsible for project supervision and control and may subcontract the whole or part of the execution of projects sponsored under this Agreement.

Article VI

REPORTS

Section 21. The Agency shall submit to the Government not later than 31 May of each year a statement of accounts showing the use of the funds expended for the implementation of projects financed under this Agreement during the previous calendar year.

Section 22. The Agency shall provide the Government with annual reports on the programmes of projects, including information suitable for dissemination to the public at large.

Section 23. The Agency shall provide the Government with a final report after the conclusion of each project, containing an evaluation of the results of the project.

Section 24. In appropriate cases to be agreed between the Government and the Agency, project assessment reports will be prepared either by a mission composed of personnel representing the Government, the Agency and the Recipient Government, or by an independent institution contracted for this purpose jointly by the Government and the Agency. The purpose of such assessment reports shall be to help to improve subsequent project formulation and control.

Article VII

AUTHORIZED REPRESENTATIVES OF THE PARTIES

Section 25. In matters relating to the implementation of this Agreement, including supplementary agreements and arrangements, the Swedish International Development Authority shall be competent to represent the Government, and the Director General of the Agency, or his authorized representative, shall be competent to represent the Agency.

Article VIII

SUPPLEMENTARY AGREEMENTS AND ARRANGEMENTS

Section 26. The Parties may enter into such supplementary agreements and arrangements for the implementation of this Agreement as may be found desirable in the light of operating experience.

Article IX

ENTRY INTO FORCE AND TERMINATION

Section 27. This Agreement shall enter into force thirty days after its signature by both Parties.

Section 28. This Agreement shall remain in force until either Party considers that the co-operation envisaged therein can no longer appropriately or effectively be carried out, at which time this Agreement may be terminated by mutual consent or by either Party serving six months' written notice on the other Party.

Section 29. If notice of termination of this Agreement is given by either Party in accordance with the preceding paragraph, both Parties shall forthwith hold consultations with a view to determining the most appropriate measures to be taken in order to wind up operations being carried out by the Agency under agreements with Recipient Governments. In any event the Government shall authorize the Agency to meet any current legal obligations arising prior to termination of the Agreement and relating to project personnel and other contractual services, supplies, equipment and travel. Any unspent balance in cash or uncommitted equipment remaining after the winding up of operations shall be returned to the Government.

DONE in Vienna, on the nineteenth day of December 1969, in duplicate in the English language.

For the Government of Sweden:

Lennart PETRI

For the International Atomic Energy Agency:

Sigvard EKLUND
