

No. 11315

**INTERNATIONAL ATOMIC ENERGY AGENCY,
NORWAY, POLAND and YUGOSLAVIA**

**Agreement concerning co-operative research in reactor science
(with annexes and minutes of signature). Signed at Vienna
on 10 April 1970**

Authentic text : English

Registered by the International Atomic Energy Agency on 31 August 1971.

**AGENCE INTERNATIONALE
DE L'ÉNERGIE ATOMIQUE,
NORVÈGE, POLOGNE et YOUGOSLAVIE**

**Accord concernant des recherches en commun en science des
réacteurs (avec annexes et protocole de signature). Signé
à Vienne le 10 avril 1970**

Texte authentique : anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 31 août 1971.

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENTS OF NORWAY, POLAND AND YUGOSLAVIA CONCERNING CO-OPERATIVE RESEARCH IN REACTOR SCIENCE

WHEREAS the International Atomic Energy Agency (hereinafter the “Agency”) and the Governments of the Kingdom of Norway, the People’s Republic of Poland and the Socialist Federal Republic of Yugoslavia (together hereinafter the “Governments”) on 10 April 1964 concluded an agreement² (hereinafter the “NPY Agreement”) for the carrying out for a period of three years of a co-operative programme of research in reactor physics;

WHEREAS the NPY Agreement was extended for a further three-year period with minor modifications in 1967³;

WHEREAS the experience of six years of co-operative work among the parties has demonstrated the usefulness of such co-operative research in reactor physics; and

WHEREAS the parties to the NPY Agreement now desire to broaden the technical area of their co-operation;

NOW, THEREFORE, the Agency and the Governments hereby agree that the NPY Agreement shall be continued under a modified agreement concerning co-operative research in reactor science, the text of which follows:

Article I

THE CO-OPERATIVE PROGRAMME

Section 1. The Governments agree, in co-operation with each other and with the Agency, to conduct through their national nuclear research institutions a programme of research in reactor science (hereinafter the “Co-operative Programme”), whose technical objectives are stated in Annex A.

¹ Came into force on 10 April 1970 by signature, in accordance with article XIII, section 26. A notification of the Government of Norway to the effect that the Agreement had been approved by the Norwegian Parliament on 21 May 1970 was deposited with the International Atomic Energy Agency on 31 July 1970 (see “minutes of signature” on page 50 of this volume).

² United Nations, *Treaty Series*, vol. 501, p. 245.

³ *Ibid.*, vol. 603, p. 338.

Article II

CONTRIBUTIONS OF THE PARTIES

Section 2. For the purpose of the Co-operative Programme each of the Governments shall:

- (a) Make available for use during sufficient periods to permit the implementation of the respective assigned portions of the Programme such major scientific facilities as exist in the principal nuclear laboratories of the Governments and whose operations are relevant to the Programme as approved by the Joint Committee referred to in Section 5. These facilities may include reactors, critical and subcritical assemblies, automatic computers, workshops, radioactive laboratory facilities, engineering loops and other installations, and the equipment, materials and facilities normally associated with them. Each of the Governments shall also provide the services of such personnel as are required to operate, maintain and administer its installation during such periods and shall bear all costs connected therewith;
- (b) In accordance with Section 9, make available each year at its installations positions for at least two scientists;
- (c) In accordance with Section 10, nominate for work at the installations of the other Governments scientific and technical personnel from among its nationals, taking into account the recommendations of the Joint Committee.

Section 3. For the purpose of the Co-operative Programme the Agency shall:

- (a) Facilitate the exchange of scientific and technical personnel among the installations and the supply of such personnel from other countries through the provision of fellowships, in accordance with Article IV and normal Agency fellowship procedures;
- (b) Assist in the compilation, publication and distribution of the results of the Programme;
- (c) Consider requests supported by the Joint Committee for the granting of research contracts to assist particular parts of the Programme, within the limits of the funds available to the Agency for this purpose;
- (d) Consider the Programme as an approved Agency project, which the Agency will assist in securing materials, services, equipment and facilities available to it, if a request for such assistance is made by one or more of the Governments and supported by the Joint Committee.

Article III

PROGRAMME SUPERVISORS AND JOINT COMMITTEE

Section 4. Each of the Governments shall appoint a Programme Supervisor who shall:

- (a) Prepare annually a detailed proposal for the implementation at his national nuclear research institutions of a portion of the Co-operative Programme;
- (b) Supervise the implementation of the portion of the annual research plan assigned to his national nuclear research institutions;
- (c) Report to the Joint Committee at each of its regular sessions on the implementation of the respective portion of the Co-operative Programme.

Section 5. There shall be established a Joint Committee for the Co-operative Programme (hereinafter the "Joint Committee"), composed of two representatives of the Agency and of two representatives of each of the Governments, one of whom shall be the national Programme Supervisor. These may be accompanied by advisers. The Chairman shall be elected annually by the Committee from among its members.

Section 6. The Joint Committee shall provide the scientific guidance of the Co-operative Programme and shall:

- (a) Establish annually, on the basis of the detailed proposals submitted by the Programme Supervisors, a detailed research plan for carrying out the Co-operative Programme, and assign appropriate portions of it to each of the national nuclear research institutions within such budgetary limits as the Government concerned may establish;
- (b) Consider the reports of the Programme Supervisors;
- (c) Approve the placement of exchanged and supplied personnel in accordance with Section 11, the exchange of materials and equipment between the Government in accordance with Section 14, and further agreements in accordance with Section 18.
- (d) Make recommendations concerning the nomination of personnel, concerning requests to the Agency for fellowships, research contracts or Agency project assistance for the Co-operative Programme, concerning the carrying out of computation programmes, and concerning the organization of joint technical discussions;
- (e) Make recommendations to the parties concerning the development of the Co-operative Programme and consider any other matter relating to it;
- (f) Delegate to sub-committees chosen from the parties such tasks of co-ordination and management which require specialized scientific competence.

Section 7. The Joint Committee shall determine its own rules of procedure, which shall provide that it shall:

- (a) Meet at least once a year;
- (b) Make its decisions pursuant to Section 6 (a) by unanimity.

Section 8. The expenses incurred by each member of the Joint Committee and his advisers shall be borne by the party appointing him. The expenses of the Committee in connection with any meeting shall be borne by the party that is host to the meeting. Other administrative expenses of the Committee shall be borne by the Agency.

Article IV

EXCHANGE AND SUPPLY OF PERSONNEL

Section 9. Each of the Governments shall each year inform the Joint Committee of the number and types of positions it is prepared to make available at its installations for scientists and technicians nominated by the Agency or either of the other Governments for work on the Co-operative Programme, and of the periods for which it is prepared to make such positions available.

Section 10. The Agency and each of the Governments shall each year nominate scientists and/or technicians for work on the Co-operative Programme in the installations of one of the Governments.

Section 11. Subject to the agreement of the Governments concerned, the Joint Committee shall approve the placement, for the positions made available and from among the nominations received, of scientists and technicians to be exchanged among the installations or supplied from other countries for the Co-operative Programme and recommend which of them should be considered for Agency fellowships.

Section 12. The financial provisions concerning personnel exchanged or supplied pursuant to this Agreement shall, if no Agency fellowships are granted to them and unless otherwise agreed between the Governments concerned, be those stated in Part 1 of Annex B. Payments made by the Agency or by one of the Governments to such persons shall be considered as scholarships and shall not be taxed by any of the Governments, other than that of the country from which the payment originates. Each of the Governments agrees to facilitate, as far as possible, the making of payments from abroad in foreign currencies, on the same basis as in the case of Agency fellowship payments.

Section 13. Any person exchanged or supplied pursuant to this Agreement shall be subject to the authority in charge of the installation at which he is working. Persons nominated or paid as fellows by the Agency shall not for that reason be considered to be members of the staff of the Agency.

Article V

EXCHANGE OF MATERIALS, EQUIPMENT AND SERVICES

Section 14. Materials and equipment may be exchanged among the Governments within the framework of the Co-operative Programme, upon approval of the Joint Committee, on the basis, as far as possible, of the standard agreement in Part 2 of Annex B.

Section 15. All exchanges of nuclear materials between the Governments within the framework of the Co-operative Programme shall be on a temporary lease basis. Except as may be provided in or limited as a consequence of other agreements with the Agency, any attachment of Agency safeguards as a consequence of such exchange shall be considered automatically suspended if, as is presently foreseen, the amounts of such materials received or sent out at any time by the Government concerned do not exceed the limits stated in paragraph 24 of Agency document INFCIRC/66/Rev. 2.

Section 16. The Joint Committee may make recommendations concerning the carrying out of joint computation programmes using the computers associated with the several installations, or for the carrying out by computers belonging to one party of calculations required by another party for the purpose of the Co-operative Programme.

Article VI

JOINT TECHNICAL DISCUSSIONS

Section 17. The parties may arrange, upon recommendation of the Joint Committee, regular and special technical discussions concerning aspects of the Co-operative Programme between the scientific personnel of the Agency, of the national nuclear research institutions of the Governments, and of other similar institutions.

Article VII

OTHER AGREEMENTS

Section 18. (a) The parties may, upon approval of the Joint Committee, enter into other bilateral or multilateral agreements with each other to further the implementation of the Co-operative Programme.

(b) The parties may, upon approval of the Joint Committee, enter into bilateral agreements with other Governments to facilitate the performance of their individual tasks within the Co-operative Programme.

(c) The Joint Committee may invite participation from other Member States of the Agency in planning and carrying out tasks within the Co-operative Programme.

(d) The Joint Committee may recommend that tasks of very widespread interest initiated within the Co-operative Programme be proposed as projects of co-ordinated research within the Agency's programme of research contracts and agreements.

Section 19. The parties to this Agreement may enter into agreements with each other or with other countries or organizations concerning the use of the installations, provided that such agreements do not interfere with the implementation of the Co-operative Programme.

Article VIII

UNDERTAKING AGAINST MILITARY USE

Section 20. No part of the Co-operative Programme or any result thereof shall be used in such a way as to further any military purpose, and each of the Governments agrees that no material, equipment or service received by it in connection with the Programme shall be used to further any such purpose.

Article IX

HEALTH AND SAFETY MEASURES

Section 21. The health and safety measures specified in Agency document INFCIRC/18 will be applied to operations in implementation of the Co-operative Programme.

Article X

LIABILITY

Section 22. Each operation in implementation of the Co-operative Programme shall be carried out under the responsibility of the Government which makes available the installation concerned, and shall be subject to any relevant laws and treaties of that Government. In connection with such operation or with that portion of the Co-operative Programme to which it relates, neither the Agency nor either of the other Governments nor any person acting on behalf of the Agency or such Governments shall bear any liability.

Article XI

INFORMATION AND RIGHTS TO INVENTIONS AND DISCOVERIES

Section 23. Pursuant to Article VIII.B of the Agency's Statute,¹ the Governments shall make available to the Agency without charge all scientific information developed as a result of any assistance extended by the Agency in accordance with this Agreement.

Section 24. All results of the Co-operative Programme, including any inventions or discoveries arising out of it, shall be made available for the development and practical application of atomic energy for peaceful uses throughout the world. To this end the parties shall co-operate by prompt and extensive publication and by other appropriate means to prevent restrictions on the free use of such results. Furthermore, any of the parties, and persons under their control, may obtain any patent or similar protection for such results attributable to the party or persons, provided that the owner of such patent undertakes to make the invention freely usable throughout the world without charge or any other restriction. The parties shall assist each other in obtaining any patent or similar protection that any of them may wish to obtain under the above conditions and shall co-operate to avoid any conflicting applications for such patents.

Article XII

SETTLEMENT OF DISPUTES

Section 25. Any dispute arising out of the interpretation or application of this Agreement, or of any agreement implementing it, that is not settled by negotiation or as may otherwise be agreed or provided shall on the request of any party to the dispute be submitted to an arbitral tribunal.

Each party to the agreement in question, except any party which all parties to such agreement decide is not concerned in 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

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

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 decisions shall be made 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 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, paragraph 4, of its Statute.

Article XIII

ENTRY INTO FORCE, DURATION AND ADDITIONAL PARTIES

Section 26. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Governments.

Section 27. This Agreement shall continue in force for one year, unless extended by mutual agreement.

Section 28. Any other Members of the Agency may become a party to this Agreement upon consent of all parties hereto. This Agreement shall enter into force for such new party upon signature by all the parties of a protocol to this Agreement specifying the contributions of such new party, the necessary reconstitution of the Joint Committee, and any interim measures concerning the then current annual research plan.

DONE in Vienna, on the tenth day of April 1970, in quadruplicate in the English language.

For the International Atomic Energy Agency:

SIGVARD EKLUND

For the Government of the Kingdom of Norway:

KNUT TARALDSET

For the Government of the People's Republic of Poland:

LESŁAW WOJTYGA

For the Government of the Socialist Federal Republic of Yugoslavia:

MITJA VOŠNJAK

ANNEX A

TECHNICAL OBJECTIVES OF THE CO-OPERATIVE PROGRAMME
IN REACTOR SCIENCE

The main objectives of the Co-operative Programme will be both theoretical and experimental investigations of basic problems of reactor science, to be selected taking into account the plans of the national nuclear research institutions, as well as the recommendations resulting from various international meetings. In setting forth the tasks of the Co-operative Programme, major consideration will also be given to developments whose successful outcome would improve the ability of less advanced reactor centres in developing countries to improve their research performance.

Research topics will be selected primarily from the fields of experimental reactor physics, reactor theory and computation and reactor control or from other fields within the normal activities of reactor physicists in the national nuclear research institutions of the parties.

Other topics in areas of reactor science besides those mentioned above can also be pursued under this programme, subject to the possibilities of arranging for their proper management and evaluation.

The research to be performed shall be basic in nature, applicable to the understanding of a large number of reactor systems, and freely publishable.

ANNEX B

PROVISIONS CONCERNING EXCHANGES

Part I

FINANCIAL PROVISIONS CONCERNING EXCHANGE OR SUPPLY OF PERSONNEL

Except as otherwise agreed, the following financial provisions shall apply to the exchange or supply of personnel pursuant to Article IV:

- (a) Their salaries, allowances and other emoluments shall be paid by the organization sending or receiving them, as agreed in each particular case.
- (b) Their travel and transportation expenses shall be paid by the national or international organization sending them.
- (c) They may, if they so elect, maintain their participation in any disability, unemployment and retirement schemes in the sending organization or country. Should they so elect, the sending organization shall continue to make its appropriate payments to such schemes in respect of them.
- (d) Except as provided under (e), the receiving organization shall at its own cost arrange for their participation in any insurance or retirement scheme required by the regulations of the receiving organization or by the laws to which it is subject.

- (e) If they do not maintain other equivalent health and accident insurance, the receiving organization shall arrange for their coverage by any such insurance of the type required in the case of local personnel, the costs of which shall be borne by the receiving organization only to the extent it bears such costs in the case of local personnel.
- (f) Except as provided above, all costs connected with their work shall be borne by the receiving organization.
- (g) The Governments or the sending and receiving organizations may arrange, with respect to personnel exchanged between them, for the reciprocal assumption by one organization of agreed parts of any payment or costs hereby attributable to the other.

Part 2

STANDARD AGREEMENT FOR THE EXCHANGE OF MATERIALS AND EQUIPMENT

Pursuant to the approval of the Joint Committee for the Co-operative Programme of the International Atomic Energy Agency and the Governments of Norway, Poland and Yugoslavia for research in reactor science, the (hereinafter the "sending organization") hereby agrees to lease to the (hereinafter the "receiving organization") the following (hereinafter the "object"), on the following conditions:

- (a) The period of the lease shall be, to be calculated from the date of dispatch of the object by the sending organization (which shall be not later than) to the date of its receipt by such organization upon the return of the object. The title to the object shall remain vested in the sending organization.
- (b) The object shall only be used for the Co-operative Programme, and in the following manner:
.....
- (c) Except as provided under (f), the sending organization shall make all arrangements for the transport of the object to the receiving organization, and that organization shall make all arrangements for its return transport. Such arrangements shall include the obtaining of all necessary insurance.
- (d) Should the object be damaged after its receipt by the receiving organization and before its receipt by the sending organization upon return, the receiving organization shall pay the sending organization for its repair or restoration. Should it not be possible to repair or restore the object completely or should it be lost during such period, the sending organization may require the receiving organization to pay ; after such payment has been made title to the object shall pass to the receiving organization.
- (e) In accordance with Section 22 of the Agreement concerning the Co-operative Programme, the receiving organization shall be liable for any injury or damage due to its use of the object, and the receiving organization shall hold the sending organization, its Government, and any persons acting on their behalf harmless against such liability.

- (f) Each organization shall make all necessary arrangements with its own Government concerning customs and licences for the import, export, shipment and use of the object, and shall co-operate with the other organization concerning any such arrangements the other organization has to make with its own Government or with that of other countries.
- (g) In view of the common goals of the Co-operative Programme, the receiving organization shall not be required to pay any lease charge for the object. The costs incurred by either organization in accordance with (c) shall be paid by the organization, which is the organization primarily benefiting from this exchange.
- (h) This agreement shall be interpreted in accordance with the law of the country of the sending organization.

MINUTES OF SIGNATURE

1. On 10 April 1970 at the Headquarters of the International Atomic Energy Agency an Agreement was signed between the International Atomic Energy Agency and the Governments of the Kingdom of Norway, the People's Republic of Poland and the Socialist Federal Republic of Yugoslavia concerning research in reactor science.

2. Upon signature the representative of the Government of the Kingdom of Norway made the following declaration:

“The Government of the Kingdom of Norway refers to the Agreement between the Agency and the Governments of the Kingdom of Norway, the People's Republic of Poland and the Socialist Federal Republic of Yugoslavia concerning Co-operative Research in Reactor Science signed today, and declares that pending the approval of the said Agreement by the Parliament of the Kingdom of Norway, all terms and conditions of the said Agreement shall be provisionally applied by the Government of the Kingdom of Norway as if the said Agreement were in full force and effect.”

MADE in Vienna, the tenth day of April 1970.

For the Government
of the Kingdom of Norway:

KNUT TARALDSET

For the International Atomic
Energy Agency:

SIGVARD EKLUND
