

No. 13876

**INTERNATIONAL ATOMIC ENERGY AGENCY,
YUGOSLAVIA
and
UNITED STATES OF AMERICA**

**Agreement for the supply of uranium enrichment services
for a nuclear power facility in the Socialist Federative
Republic of Yugoslavia. Signed at Vienna on 14 June
1974**

Authentic text: English.

Registered by the International Atomic Energy Agency on 3 April 1975.

**AGENCE INTERNATIONALE DE L'ÉNERGIE
ATOMIQUE, YOUGOSLAVIE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord concernant la prestation de services d'enrichisse-
ment de l'uranium pour une centrale nucléaire dans
la République fédérative socialiste de Yougoslavie.
Signé à Vienne le 14 juin 1974**

Texte authentique : anglais.

*Enregistré par l'Agence internationale de l'énergie atomique le 3 avril
1975.*

AGREEMENT¹ FOR THE SUPPLY OF URANIUM ENRICHMENT SERVICES FOR A NUCLEAR POWER FACILITY IN THE SOCIALIST FEDERATIVE REPUBLIC OF YUGOSLAVIA

WHEREAS the Government of the Socialist Federative Republic of Yugoslavia (hereinafter called “Yugoslavia”), desiring to have constructed a nuclear power station consisting of a pressurized-water reactor with a rated generating capacity of 632 MW(e), has requested the assistance of the International Atomic Energy Agency (hereinafter called the “Agency”) in securing, among other things, the supply of uranium enrichment services for the reactor during its lifetime;

WHEREAS Yugoslavia desires to obtain such services from the United States Atomic Energy Commission (hereinafter called the “Commission”);

WHEREAS the Commission is willing to provide such services through the Agency, pursuant to the Agreement for co-operation between the Agency and the Government of the United States of America, as amended² (hereinafter called the “Co-operation Agreement”), and under the terms and conditions particularly set forth in a long-term, fixed-commitment contract (hereinafter called the “Long-Term Contract”), to be concluded between the Commission and Elektroprivreda Zagreb, Zabreb, and Savske Elektrarne, Ljubljana (hereinafter jointly called the “Utility Group”); and

WHEREAS the Board of Governors of the Agency approved the project on 13 June 1974, and the Agency and Yugoslavia are this day concluding an agreement for the provision by the Agency of the assistance requested by Yugoslavia (hereinafter called the “Project Agreement”);³

NOW, THEREFORE, the Agency, the Commission acting on behalf of the Government of the United States of America, and the Federal Administration for International Scientific, Educational, Cultural and Technical Co-operation acting on behalf of Yugoslavia hereby agree as follows:

Article I

SUPPLY OF URANIUM ENRICHMENT SERVICES THROUGH LONG-TERM, FIXED-COMMITMENT CONTRACT

1. Subject to the provisions of the Co-operation Agreement, the Commission shall furnish to the Agency for Yugoslavia and the Utility Group shall purchase, during the period of this Agreement, certain uranium enrichment services in connection with the operation of the Nuclear Power Plant Krško, located near Krško in the Socialist Republic of Slovenia, and jointly owned and operated by the Utility Group.

2. The particular terms and conditions, including charges and advance payment, for the supply of such enrichment services shall be specified in the Long-Term Contract in implementation of this Agreement.

¹ Came into force on 14 June 1974 by signature, in accordance with article VII.

² United Nations, *Treaty Series*, vol. 339, p. 359, and vol. 951, p. 415.

³ See p. 117 of this volume.

Article II

PAYMENT

It is recognized that in extending its assistance for the project the Agency is not hereunder providing any guarantees or assuming any financial responsibility in connection with the supply of enrichment services by the Commission to the Utility Group through the Agency and Yugoslavia.

Article III

DELIVERY — TITLE

1. All arrangements for the export from the United States of America of material delivered by the Commission to the Utility Group for Yugoslavia shall be the responsibility of the Utility Group, provided that the Government of the United States of America shall take all appropriate steps to facilitate the issuance of any required licences or permits. Prior to the export of such material, Yugoslavia shall notify the Agency of the amount thereof and of the date and method of shipment. At such time as the material leaves the jurisdiction of the United States of America, title thereto shall pass from the Utility Group to Yugoslavia for the Agency and shall thereafter immediately and instantaneously pass back through Yugoslavia to the Utility Group.

2. All material delivered or returned to the Commission hereunder and pursuant to the provisions of the Long-Term Contract shall be delivered to the Commission, at the Commission facility or facilities to be designated by the Commission in accordance with the Long-Term Contract. Title to such material shall pass to the Commission upon delivery at such facility or facilities.

Article IV

RESPONSIBILITY

1. Neither the Government of the United States of America, nor the Commission, nor any person acting on behalf of the Commission shall bear any responsibility for the safe handling and the use of the material supplied pursuant to article I.

2. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards Yugoslavia or any person claiming through Yugoslavia for the safe handling and the use of such material.

Article V

TERMINATION — SUSPENSION — AMENDMENT

1. In the event of termination or suspension of the Long-Term Contract as provided for thereunder, the Commission and the Utility Group through Yugo-

slavia shall jointly notify the Agency of the date on which such termination or suspension is effective. This Agreement shall be terminated or suspended as provided in such notice. It is agreed by the Agency and Yugoslavia that any such termination or suspension shall be without prejudice to the implementation of the rights and responsibilities of the Agency under the Project Agreement.

2. In the event the Long-Term Contract is amended as provided for thereunder, the Commission and the Utility Group through Yugoslavia shall, by a written notice to the Agency, notify the Agency of the proposed amendment or amendments. At the request of any Party to this Agreement, the Parties shall consult each other on corresponding amendments to this Agreement as appropriate.

Article VI

SETTLEMENT OF DISPUTES

1. Any dispute arising out of the interpretation or application of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any Party to this Agreement be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty (30) days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty (30) days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty (30) days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty (30) days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all 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 final and binding on all Parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

2. The provisions of this article shall not apply to any dispute arising out of the interpretation or implementation of the Long-Term Contract.

Article VII

ENTRY INTO FORCE — DURATION

This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and of Yugoslavia in accordance with the constitutional requirements of Yugoslavia, and shall remain in force for the period of the Long-Term Contract or for a period of thirty three (33) years, whichever is greater, provided that the period of this Agreement shall in no event extend beyond the period during which the Co-operation Agreement is in force.

Article VIII

AGREEMENT FOR CO-OPERATION

This Agreement, as well as the Long-Term Contract, shall be subject to and in accordance with the Co-operation Agreement, as it may be amended.

DONE in Vienna, on the fourteenth day of June 1974, in triplicate in the English language.

For the International Atomic Energy Agency:

SIGVARD EKLUND

For the United States Atomic Energy Commission
on behalf of the Government of the United States of America:

WILLIAM O. DOUB

For the Federal Administration for International Scientific,
Educational, Cultural and Technical Co-operation
on behalf of the Government of the Socialist Federative
Republic of Yugoslavia:

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