

## II

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*classés et inscrits au répertoire*

*du 13 février 1976 au 19 février 1976*

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**INTERNATIONAL ATOMIC ENERGY AGENCY,  
MONACO  
and  
OCEANOGRAPHIC INSTITUTE AT MONACO**

**Agreement concerning developmental studies on the effects of radioactivity in the sea (with annex). Signed at Vienna, Paris and Monaco on 3 January and 20 and 25 February 1975**

*Authentic texts: English and French.*

*Filed and recorded at the request of the International Atomic Energy Agency on 13 February 1976.*

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**AGENCE INTERNATIONALE DE L'ÉNERGIE  
ATOMIQUE, MONACO  
et  
INSTITUT OCÉANOGRAPHIQUE À MONACO**

**Accord concernant des études sur les effets de la radioactivité dans la mer (avec annexe). Signé à Vienne, Paris et Monaco les 3 janvier et 20 et 25 février 1975**

*Textes authentiques : anglais et français.*

*Classé et inscrit au répertoire à la demande de l'Agence internationale de l'énergie atomique le 13 février 1976.*

AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE PRINCIPALITY OF MONACO AND THE OCEANOGRAPHIC INSTITUTE AT MONACO CONCERNING DEVELOPMENTAL STUDIES ON THE EFFECTS OF RADIOACTIVITY IN THE SEA

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WHEREAS the International Atomic Energy Agency (hereinafter referred to as the "Agency") is authorized under its Statute<sup>2</sup> to encourage and assist research on, and development and practical application of, atomic energy for peaceful uses throughout the world, and to establish or adopt standards of safety for protection of health and minimization of danger to life and property; and

WHEREAS the 1958 United Nations Conference on the Law of the Sea<sup>3</sup> recommended that the Agency should pursue whatever studies and take whatever action is necessary to assist States in controlling the discharge or release of radioactive materials to the sea and in promulgating standards to prevent the pollution of the sea by radioactive materials; and

WHEREAS the Agency, the Government of the Principality of Monaco (hereinafter referred to as the "Government") and the Oceanographic Institute at Monaco (hereinafter referred to as the "Institute") declared their willingness to continue the operation of the project established on 10 March 1961,<sup>4</sup> and extended on 31 December 1963<sup>5</sup> and 21 May 1969;<sup>6</sup>

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

*Article 1. PURPOSES OF THE PROJECT*

The purposes of the project are:

- (a) to promote the development of reference analytical methods and techniques for investigating the effects of radioactivity on marine biota. These data are necessary for future evaluation of health and safety aspects of radioactivity in the marine environment;
- (b) to promote the adoption of these methods and techniques by national and international institutions that are studying the effects of radioactivity on marine biota and the behaviour of radionuclides in marine environment, so as to ensure the comparability of the results of this investigation;
- (c) to promote collaboration between such institutions in carrying out their investigations;
- (d) to obtain scientific information not yet available which is needed to evaluate the effects of radioactivity in the sea.

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<sup>1</sup> Came into force on 25 February 1975 upon signature by all Parties, in accordance with article 13.

<sup>2</sup> United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

<sup>3</sup> See "Resolutions adopted by the United Nations Conference on the Law of the Sea, nuclear tests on the high seas", in United Nations, *Treaty Series*, vol. 450, p. 58.

<sup>4</sup> See "Agreement concerning research on the effects of radioactivity in the sea", in United Nations, *Treaty Series*, vol. 396, p. 255.

<sup>5</sup> *Ibid.*, vol. 490, p. 483.

<sup>6</sup> See "Agreement concerning developmental studies on the effects of radioactivity in the sea", in United Nations, *Treaty Series*, vol. 694, p. 341.

To the extent that staff and other resources furnished by the parties, international organizations or other recognized sources permit, the project will also:

- (e) assist Member States with regard to marine radioactivity problems;
- (f) obtain, using nuclear and other techniques, new scientific information which is necessary to evaluate the effects and behaviour in the sea of pollutants other than radioactivity.

The information gained from the work carried out under the project will be disseminated by the Agency.

#### *Article 2. DURATION OF THE PROJECT*

The project shall be undertaken for a period of six years from 1 January 1975; it may be extended thereafter by agreement of the parties.

#### *Article 3. OBLIGATIONS OF THE AGENCY*

(a) The Agency shall appoint a chief scientist to be in charge of the conduct of the project and shall provide the necessary personnel.

(b) The Agency shall put at the disposal of the project, for use in connection therewith, any additional specialized equipment (over and above the equipment specified in the Annex to this Agreement), which shall remain the property of the Agency, as may be found necessary for the execution of the project. Maintenance of, and provision of spare parts for, such equipment shall be the responsibility of the Agency.

(c) The Agency shall put at the disposal of the project, for use in connection therewith, scientific, technical and other supplies.

(d) The value of the above-mentioned contributions of the Agency is estimated to be US \$400 000 for the budgetary year 1975. The contribution of the Agency in subsequent years shall not exceed this amount except to the extent that increases may be needed to offset any general rise in the cost of goods and services, or to the extent that annual programmes approved by the General Conference of the Agency might require.

#### *Article 4. OBLIGATIONS OF THE GOVERNMENT*

(a) The Government shall put at the disposal of the project the laboratory and working facilities of the Scientific Centre, as specified in the Annex, paragraph 1(a), to this Agreement. The Government will be responsible for defraying:

- (i) costs of maintenance of these facilities;
- (ii) costs of public services and utilities in connection with these facilities including, without limitation by reason of this enumeration, electricity, water, heat, gas, sewage disposal, collection of refuse and fire protection; and
- (iii) costs of insurance of these facilities.

(b) The Government shall put at the disposal of the project, for use in connection therewith, available equipment as specified in the Annex, paragraph 1(b), to this Agreement, which shall remain the property of the Government. Maintenance of, and provision of spare parts for, this equipment shall be the responsibility of the Government.

(c) The Government may put at the disposal of the project additional scientific, technical or other personnel, as agreed with the Agency. Such personnel shall work under the direction of the chief scientist of the project but shall not be considered staff members, officers, experts, employees or agents of the Agency and

shall not be entitled to any salary, compensation, benefit, or subsidy whatsoever from the Agency.

(d) The Government agrees to make, beginning January 1975, an annual voluntary contribution of F. Fr. 320,000 (equivalent to US \$ 65,000) to the Agency's General Fund, which shall be used to cover expenses in connection with the project. The Government's annual contribution in the succeeding years shall be increased in direct proportion to the increase in the Agency's annual contribution as provided for in Article 3(d) above. The proportion of annual increase of the Government's contribution shall not exceed 10% in any given year.

#### *Article 5. OBLIGATIONS OF THE INSTITUTE*

(a) The Institute shall put at the disposal of the project, to the largest extent compatible with its own research programme, the facilities of the Oceanographic Museum, and the ships and facilities thereon as specified in the Annex, paragraph 2(a), to this Agreement. The Institute will further employ its best efforts to assure that additional facilities, including ships, as will be required by the advisory committee in accordance with the provisions of Article 9(b), be made available for use in the project. The Institute will be responsible or will make arrangements for defraying:

- (i) costs of maintenance of these facilities and ships;
- (ii) costs of public services and utilities in connection with these facilities and ships including, without limitation by reason of this enumeration, electricity, water, heat, gas, sewage disposal, collection of refuse and fire protection; and
- (iii) costs of insurance of these facilities and ships.

(b) The Institute shall put at the disposal of the project, for use in connection therewith, available equipment as specified in the Annex, paragraph 2(b), to this Agreement, which shall remain the property of the Institute. Maintenance of, and provision of spare parts for, this equipment shall be the responsibility of the Institute. The Institute will further employ its best efforts to assure that additional equipment as will be required by the advisory committee in accordance with the provision of Article 9(b) be made available for use in the project. The Institute will make arrangements for maintenance of, and provision of spare parts for, this equipment.

(c) The Institute may put at the disposal of the project scientific, technical and other personnel, as agreed with the Agency. Such personnel shall work under the direction of the chief scientist of the research project but shall not be considered staff members, officers, experts, employees or agents of the Agency and shall not be entitled to any salary, compensation, benefit, or subsidy whatsoever from the Agency.

#### *Article 6. AGENCY FELLOWSHIPS*

The Agency may grant fellowships for work on the project, or may accept fellows sponsored by other member organizations of the UN.

#### *Article 7. PUBLICATIONS AND RIGHTS TO INTELLECTUAL PROPERTY*

(a) The Agency, the Government and the Institute may each publish any results of the project, provided that such publication shall include an appropriate acknowledgement of the contribution of the other parties.

(b) The Agency, the Government and the Institute hereby agree that all results of the project, 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 accomplish this purpose it is agreed that the Agency, the Government and the Institute shall co-operate by prompt and extensive publication and by other appropriate means to prevent restrictions of the free use of such results and further that the Agency, the Government and the Institute and persons under the control of either may obtain any patent or similar protection for such results, provided that the owner of such patent undertakes to make the invention freely usable, without charge or any other restriction, throughout the world. Each party hereby waives and releases any and all claims against both other parties for compensation, royalty and award with respect thereto and to licences and sub-licences therein. The Agency, the Government and the Institute hereby agree to assist one another in obtaining any patent or similar protection that any one of them may wish to obtain under the above conditions; supplementary arrangements may be made to avoid any conflicting applications for such patents.

#### *Article 8. HEALTH AND SAFETY PROVISIONS*

The Agency, the Government and the Institute agree that the Agency's health and safety standards and measures shall be applied to the project.

#### *Article 9. ADMINISTRATION AND CO-ORDINATION*

(a) The project will be carried out under the general direction of the Headquarters Secretariat of the Agency as part of its general programme and budget.

(b) The Agency, the Government and the Institute agree to establish an advisory committee, through which they will consult to ensure the effective and coordinated use of the facilities and equipment at the disposal of the project within the complex of the facilities defined in Articles 4(a) and 5(a) above. The Director General of the Agency shall appoint two members and the Government and the Institute shall each appoint one member of the committee, which shall determine its own procedure. A representative of the Scientific Centre referred to in para. 4(a) above may follow the work of this committee in an observer capacity.

(c) Arrangements for the implementation of this Agreement shall be made, if necessary, by mutual agreement between the Director General of the Agency, the Government and the Institute.

#### *Article 10. LIABILITIES*

The Agency will not assume any liability for damages caused to or by the personnel, equipment and facilities made available to the project by the Government or the Institute.

#### *Article 11. PRIVILEGES AND IMMUNITIES*

(a) In connection with the project, the Government will apply to the Agency, its officials, experts, property, funds and assets the privileges and immunities set forth in the Agreement on the Privileges and Immunities of the International Atomic Energy Agency,<sup>1</sup> which is reproduced in Agency document INFCIRC/9/Rev.2.

(b) Persons employed by the Agency in accordance with Article 3(a) above shall participate in the United Nations Joint Staff Pension Fund if they are eligible under the Regulations of that Fund, and shall not be obliged to participate in the social security system or any part thereof of Monaco, nor shall the Agency be

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

obliged to pay on their behalf any employer's contribution under that system; provided, however, that administrative or technical personnel employed by the Agency in accordance with Article 3(a) above who are locally recruited shall instead continue to participate, if possible, in the national social security system in which they participated before being employed by the Agency.

*Article 12. SETTLEMENT OF DISPUTES*

Any question or dispute arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

- (a) If the question or 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 appoint 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 two arbitrators the third arbitrator has not been appointed, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator.
- (b) If the question or dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision appoint a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, or if within thirty days of the appointment of all three arbitrators the Chairman or the fifth arbitrator has not been appointed, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators.

The procedure of the arbitration shall be determined by the arbitrators, and the expenses of arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitrators shall make decisions by a majority vote, and a majority of the members of the arbitral tribunal shall constitute a quorum. The arbitral award shall contain a statement of the reasons on which it is based and shall be binding on the Parties as the final adjudication of the dispute.

*Article 13. ENTRY INTO FORCE*

This Agreement shall enter into force upon signature on behalf of the Agency by the Director General, on behalf of the Government by the Minister of State, and on behalf of the Institute by the Chairman of the Board of Directors.

DONE in triplicate in English and French, the texts in both languages being equally authentic.

For the International Atomic Energy Agency:

S. EKLUND  
Vienna, 75-01-03

For the Government of the Principality of Monaco:

A. SAINT-MLEUX  
Monaco, 75-02-25

For the Oceanographic Institute at Monaco:

J. DELORME  
Paris, 75-02-20

## A N N E X

FACILITIES AND EQUIPMENT TO BE MADE AVAILABLE  
BY THE GOVERNMENT AND THE INSTITUTE FOR THE PROJECT

1. By the Government:
    - (a) Facilities:

The Radioactivity Laboratory of the Scientific Centre;
    - (b) Equipment:
      - (i) Various measurement equipment, *inter alia*:
        - 4 counter assemblies (Geiger-Müller and scintillation counters)
        - 1 gas-filled ionization chamber for alpha and beta measurements
        - 1 beta-gamma ionization chamber
        - 1 apparatus for tritium and carbon 14 determination
        - 1 low-background proportional counter for carbon 14 determination
        - 1 gamma-ray spectrometer
        - 1 scintillation counting apparatus with well-type crystal
        - 1 probe equipped with a scintillation counter capable of measuring marine samples at any depth aboard the "Winnaretta Singer"
      - (ii) Various electronic monitoring apparatus and maintenance equipment;
      - (iii) Various computing facilities for data reduction;
    - (c) Miscellaneous auxiliary supplies and spare parts.
  2. By the Institute:
    - (a) Facilities:
      - (i) Appropriate facilities for laboratory, office, library, storage and general services of an area amounting to 400 square metres, the requirements of which may be reviewed from time to time by the advisory committee;
      - (ii) Appropriate aquariums in the Oceanographic Museum as required by the advisory committee;
      - (iii) The 50 ton oceanographic research vessel "Winnaretta Singer" with all its facilities, equipment and personnel on board;
    - (b) Equipment:

Various deep-sea photography, diving and fishing equipment.
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