

No. 23473

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
AUSTRIA**

**Agreement regarding the laboratories at Seibersdorf. Signed
at Vienna on 1 March 1982**

Authentic texts: English and German.

Registered by the International Atomic Energy Agency on 1 August 1985.

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

**Accord relatif aux laboratoires de Seibersdorf. Signé à
Vienne le 1^{er} mars 1982**

Textes authentiques : anglais et allemand.

Enregistré par l'Agence internationale de l'énergie atomique le 1^{er} août 1985.

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE REPUBLIC OF AUSTRIA REGARDING THE LABORATORIES AT SEIBERSDORF

Considering that the International Atomic Energy Agency (hereinafter called "the IAEA") and the Republic of Austria have agreed in Section 3 of the Agreement between the International Atomic Energy Agency and the Republic of Austria of 11 December 1957² regarding the Headquarters of the International Atomic Energy Agency (hereinafter called "the Headquarters Agreement") that the headquarters seat shall be defined in supplemental agreements,

Bearing in mind that in accordance with Section 5 of the Headquarters Agreement the IAEA may establish and operate research and other technical facilities subject to appropriate safeguards which, in the case of facilities which might create hazards to health or safety or interfere with property, shall be agreed with the appropriate Austrian authorities,

Being aware that in accordance with Section 6 of the Headquarters Agreement the appropriate Austrian authorities shall, at the request of the IAEA, make arrangements, on such terms and in such manner as may be agreed upon by supplemental agreement, for the acquisition or use by the IAEA of appropriate premises for such purposes and for the inclusion of such premises in the headquarters seat,

Realizing that according to Section 8(c) of the Headquarters Agreement the particular status of the headquarters seat shall not prevent the application of the fire protection or sanitary regulations of the appropriate Austrian authorities,

Recognizing the IAEA's duty under Section 11 of the Headquarters Agreement to take all reasonable steps to ensure that the amenities of the land in the vicinity of the headquarters seat are not prejudiced by any use made of the land or buildings in the headquarters seat,

The IAEA and the Republic of Austria (hereinafter called "the Parties") have agreed as follows:

Article I. (1) The Laboratories operated by the IAEA at Seibersdorf (hereinafter called "the Laboratories") are considered part of the headquarters seat within the meaning of Section 1(f) and Section 3 of the Headquarters Agreement.

(2) In accordance with Section 3 of the Headquarters Agreement the Laboratories shall be defined in technical agreements to be concluded under Article II, paragraph 2, of the present Agreement.

Article II. (1) The IAEA undertakes, as provided for in Section 5 of the Headquarters Agreement, to operate the Laboratories in accordance with appropriate safeguards.

(2) To the extent provided for in Section 5 of the Headquarters Agreement the competent Austrian authorities and the IAEA shall agree on these safeguards and ac-

¹ Came into force on 1 August 1985, i.e., the first day of the third month following the day (14 May 1985) on which the Republic of Austria notified the International Atomic Energy Agency of the completion of the constitutional requirements, in accordance with article VIII.

² United Nations, *Treaty Series*, vol. 339, p. 110.

cordingly conclude appropriate technical agreements based on the relevant Austrian legislation and corresponding international standards.

(3) The technical agreements referred to in paragraph 2 above shall be amended at the request of either Party, in order to adapt them to changes in the relevant Austrian legislation and corresponding international standards and to take account of new scientific developments and the experience gained during the operation of the Laboratories.

(4) The operation of the Laboratories shall be conducted in such a manner that handled amounts of radioactive material and waste of such material will be kept to the minimum possible, with regard to radioactivity and radiotoxicity, taking into account the objectives of the Laboratories. Should accumulation of waste containing nuclear material occur which, from the point of view of either quality or quantity might be considered a matter of concern, consultations shall be entered into at any time at the request of either Party with a view to agreeing upon appropriate measures to be taken.

Article III. In addition to regular inspections which are carried out by the IAEA in accordance with its own rules and procedures and in which Austrian experts may participate, joint inspection tours shall be conducted by representatives of the competent Austrian authorities and officials of the IAEA at the request of either Party with a view to ensuring that the relevant safeguards are duly implemented. Both sides may be accompanied by experts.

Article IV. Pursuant to the provisions of Section 10 of the Headquarters Agreement the competent Austrian authorities shall exercise due diligence to protect the Laboratories against unauthorized entry or disturbance in their immediate vicinity.

Article V. (1) In case of incidents which may involve radiation danger to persons or property, the IAEA shall inform the competent Austrian authorities without delay and, if necessary, request assistance from them in order to bring the situation under control. Such assistance shall be given immediately. The IAEA shall render all necessary assistance to the Austrian authorities in the exercise of their functions under this paragraph.

(2) If the IAEA is unable to bring under control an incident requiring immediate action for the protection of persons or property from grave and imminent danger, the representatives of the Austrian authorities may enter the Laboratories to take the necessary measures. In that case, appropriate consultations of the Austrian authorities with the IAEA will take place as soon as possible.

Article VI. (1) All questions concerning liability for nuclear damage shall be governed by Austrian law.

(2) The IAEA shall take out adequate insurance to cover its financial liability for nuclear damage, which insurance shall also provide that any claim concerning the IAEA's liability for nuclear damage may be brought directly against the insurer. Austrian courts shall have jurisdiction over such cases.

(3) Without prejudice to the liability of the IAEA for nuclear damage the Republic of Austria shall assume the guarantee for compensation (*Bürge und Zahler* in accordance with Austrian law) in respect of any such nuclear damage.

(4) Insofar as a payment which the Republic of Austria is ordered to make in accordance with paragraph 3 by virtue of a decision of an Austrian court is not reim-

bursed by the insurer to the Republic of Austria, the Republic of Austria shall be entitled to claim indemnification directly from the IAEA.

(5) Section 51 of the Headquarters Agreement shall apply to any dispute arising in connection with a claim of the Republic of Austria under paragraph 4 against the IAEA.

Article VII. The legal relations between the IAEA and the Republic of Austria with regard to the Laboratories insofar as they are not regulated by this Agreement shall be regulated by the Headquarters Agreement.

Article VIII. This Agreement shall enter into force on the first day of the third month following the day on which the Republic of Austria notifies the IAEA that the necessary requirements under the Austrian Constitution for entry into force have been fulfilled.

DONE at Vienna, in duplicate, in the English and German languages, both texts being equally authentic, on 1 March 1982.

GESCHEHEN zu Wien, am 1. März 1982, in zwei Urschriften in englischer und in deutscher Sprache, wobei beide Wortlaute gleichermassen authentisch sind.

[*Signed — Signé*]¹

For the International
Atomic Energy Agency

Für die Internationale
Atomenergie-Organisation

[*Signed — Signé*]²

For the Republic of Austria

Für die Republik Österreich

¹ Signed by Hans Blix — Signé par Hans Blix.

² Signed by Willibald Pahr — Signé par Willibald Pahr.