



International Atomic Energy Agency

INFORMATION CIRCULAR

INFCIRC/151

27 May 1971

GENERAL Distr.

Original: ENGLISH

**THE TEXTS OF THE INSTRUMENTS CONNECTED WITH THE AGENCY'S
ASSISTANCE TO YUGOSLAVIA IN FURTHERING PROJECTS BY THE
SUPPLY OF MATERIALS**

The texts [1] of the Master Agreement between the Agency and the Government of Yugoslavia[2], and of Supplementary Agreements No. 1 and No. 2 thereto[3], in connection with the Agency's assistance to that Government in furthering projects by the supply of materials, are reproduced herein for the information of all Members. These Agreements entered into force on 29 May 1970, 8 September 1970 and 2 February 1971 respectively.

[1] The footnotes to the texts have been added in the present information circular.

[2] Part I.

[3] Parts II and III respectively.

I. MASTER AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY
AGENCY AND THE GOVERNMENT OF THE SOCIALIST FEDERAL
REPUBLIC OF YUGOSLAVIA FOR ASSISTANCE BY THE AGENCY IN
FURTHERING PROJECTS BY THE SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency") is authorized to assist its Member States in the acquisition of special fissionable or other materials for research on atomic energy for peaceful purposes;

WHEREAS the Government of the Socialist Federal Republic of Yugoslavia (hereinafter the "Government") wishes to make arrangements for securing from time to time, on a simplified basis, materials from the Agency;

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

ARTICLE I

Upon approval by the Agency of a project proposed by the Government for the peaceful uses of atomic energy and of the allocation thereto of special fissionable or other materials, the Agency and the Government will enter into a supplementary agreement to this Agreement (hereinafter the "Supplementary Agreement") which shall inter alia:

- (a) Define the project;
- (b) Specify the materials allocated (hereinafter, and in the Supplementary Agreements, the "supplied material");
- (c) Set forth the terms and conditions, including charges, on which the supplied material is to be provided, which in general will be accomplished by incorporating into the Supplementary Agreement the provisions of the related instrument concluded between the Agency and the supplier (hereinafter the "Supply Instrument"); and
- (d) Set forth any special provisions.

ARTICLE II

Except as may be otherwise specified in the Supplementary Agreement, the Government shall perform on behalf of the Agency all obligations which the Agency assumes in the Supply Instrument, and the Agency and the Government shall have, with respect to each other, mutatis mutandis the same rights and obligations as are specified respectively for the seller and the purchaser in that Instrument.

ARTICLE III

The Government shall communicate to the supplier any necessary shipping instructions, and shall also indicate the person(s) authorized to accept the shipment and to sign a receipt therefor. If the Supply Instrument provides that the supplier is to deliver the supplied material to the Agency, then such person(s) designated by the Government is/are hereby also authorized and should be instructed to accept and sign on behalf of the Agency.

ARTICLE IV

The Government shall transmit to the Agency, immediately after accepting possession of the supplied material, a copy of the receipt by which delivery of the supplied material is acknowledged, which receipt should specify the exact amount and description of the nuclear material transferred and the date and place of transfer of possession.

ARTICLE V

Unless otherwise specified in the Supplementary Agreement:

- (a) The Government shall pay to the Agency, within thirty days of receiving its invoice, an amount equal to that which the Agency is required to pay to the supplier pursuant to the Supply Instrument. If that Instrument provides for any penalty charge to be paid by the Agency in case of delayed payment, the Agency shall be entitled to a similar charge in case of a delay in payment by the Government; and
- (b) The Government shall assume and pay directly all costs in connection with the supplied material that are not charged by the supplier to the Agency, including costs of fabrication, transportation and insurance, to whomsoever these may be payable.

ARTICLE VI

Unless otherwise provided in the Supply Instrument, title to the supplied material shall pass to the Government, at the time it accepts possession of the material. If the Supply Instrument provides that title shall be transferred to the Agency, then the title shall upon such transfer immediately and automatically vest in the Government.

ARTICLE VII

Any part of the supplied material the shipment of which is arranged by the Government while the material is in its possession shall be entrusted to a licensed public carrier selected by the Government or shall be accompanied by a responsible person designated by the Government. The conditions of the shipment shall conform, as far as possible, to those set forth in the Agency's Regulations for the Safe Transport of Radioactive Materials [4].

ARTICLE VIII

The Government undertakes that the supplied material shall not be used in such a way as to further any military purpose.

ARTICLE IX

Upon its delivery to the Government, any supplied nuclear material shall be subject to Agency safeguards to the extent provided for in Agency document INFCIRC/66/Rev. 2. The necessary safeguards procedures shall be determined by the Board of Governors of the Agency after the Director General of the Agency has consulted with the Government, except if the material can be exempted or suspended from the application of safeguards and the Government so requests.

[4] Safety Series, No. 6, 1967 Edition (STI/PUB/148).

ARTICLE X

Unless otherwise provided in the Supplementary Agreement, each project shall be subject to the following health and safety provisions: The Government shall apply to operations carried out in implementation of each project the Agency's Basic Safety Standards[5] and its specialized regulations, and shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's Codes of Practice. The Government shall arrange for the submission of the reports specified in paragraphs 25(a), 26 and 27 of Agency document INFCIRC/18 with respect to any supplied material and operations involving it. The Agency may carry out special inspections under the circumstances specified in paragraph 32 of the said document; the Government shall apply the relevant provisions of the Annex to Agency document GC(V)/INF/39 and of the Agreement on the Privileges and Immunities of the Agency [6] to the Agency's inspectors and to any property of the Agency used by them in performing their functions.

ARTICLE XI

Pursuant to Article VIII. B of the Statute of the Agency, the Government shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency. The Agency does not claim, on the basis of its participation resulting from this Agreement and the Supplementary Agreements thereto, any right in any inventions or discoveries arising from the projects. The Agency may, however, be granted licences under any patents upon terms to be agreed.

ARTICLE XII

Reports and other information should be submitted to the Agency in one of the working languages of the Board of Governors of the Agency.

ARTICLE XIII

Any dispute concerning the interpretation or application of this Agreement or of any Supplementary Agreement thereto (including any Supply Instrument incorporated therein), which is not settled by negotiations or as may otherwise be agreed, shall be submitted to an arbitral tribunal. At the request of the Agency the supplier may also join in such proceeding as a separate party.

Each party to the disputes proceeding 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 proceeding. 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 proceeding. If within thirty days after the last of the necessary number of arbitrators has been designated or appointed, the Chairman or any of the other additional arbitrators have not been elected, the President of 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 decision shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decision, 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 proceeding. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the Court.

[5] Ibid., Safety Series, No. 9, 1967 Edition (STI/PUB/147).

[6] INFCIRC/9/Rev. 2.

ARTICLE XIV

This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government.

DONE in duplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

Vienna, 29 May 1970

For the GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:

(signed) Vojin R. Guzina

Vienna, 18 May 1970

II. SUPPLEMENTARY AGREEMENT No. 1 TO THE MASTER AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND
THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF
YUGOSLAVIA FOR ASSISTANCE BY THE AGENCY IN
FURTHERING PROJECTS BY THE SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency") and the Government of the Socialist Federal Republic of Yugoslavia (hereinafter the "Government") on 29 May 1970 entered into a Master Agreement for Assistance by the Agency in Furthering Projects by the Supply of Materials (hereinafter the "Master Agreement") [2];

WHEREAS the Government has proposed a project for research on atomic energy for peaceful purposes and has requested the assistance of the Agency in the supply of certain material therefor; and

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland has agreed to supply, through its Atomic Energy Authority, the necessary material;

The Agency and the Government hereby agree as follows:

ARTICLE I

The project to which this Supplementary Agreement relates is the conduct, at the "Boris Kidrič" Institute of Nuclear Science at Vinča, Yugoslavia, of research in solvent extraction and uranium reprocessing.

ARTICLE II

The following material is hereby allocated to the project:

50 milligrams of uranium-233 in the form of oxide uranium of very high purity, free from isotopes of thorium and uranium (hereinafter the "supplied material").

ARTICLE III

The supplied material is to be provided by the United Kingdom Atomic Energy Authority (hereinafter the "Authority") in accordance with the terms of the Order for radioactive materials to the Radiochemical Centre, Amersham, England, and the Conditions of Sale of Radioactive Material Prepared by the Authority dated 16 July 1970 and 21 May 1970 respectively, a copy of each of which is annexed hereto. Except as specifically provided therein, the provisions of the Master Agreement shall apply.

ARTICLE IV

This Supplementary Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

Vienna, 8 September 1970

For the GOVERNMENT OF THE
SOCIALIST FEDERAL REPUBLIC
OF YUGOSLAVIA:

(signed) Vojin R. Guzina

Belgrade, 26 August 1970

ANNEX

Order for radioactive materials

to The Radiochemical Centre
Amersham England

Customer information

customer's order no.*

date 21.5.1970

02-41/1

goods to

 invoice to "Boris Kidrič" Institute
of Nuclear Science, Hot Labora-
tory Department, Vinča,
Yugoslavia

for the attention of *

for further details contact

name

Dr. Z. Maksimović

telephone no./telex no.

440-871 11563

Product requirements

catalogue
code no.

UBS. 2

quantity

50 mg

product (selling unit and description)

A4 P9

activity date

(0,5 mCi ²³³U)

Reactor irradiations only

materials to be irradiated (state whether
own materials, or to be supplied)

quantity

irradiation time/
neutron fluxradioisotopes
requiredactivity
required

at (time/date)

special requirements

Delivery instructions

deliver materials

repeat order as follows

on,

as soon as

possible

special requirements

UBS. 2

50 mg

A4 P9

to be collected at (nearest airport or station)

Beograd-Yugoslavia

state if more forms are required

signature for IAEA

 Bernard J. J. J.
Director, Division of
Nuclear Power and Reactors

date

16.7.70

* To help in the identification of items within a consignment, this information will be shown for each item on the despatch note and invoice. Please restrict your order number to 12 or less characters and "for the attention of" to 35 or less characters including spaces.



The Radiochemical Centre

Amersham

**CONDITIONS OF SALE OF RADIOACTIVE MATERIAL
PREPARED BY THE UNITED KINGDOM ATOMIC ENERGY AUTHORITY**

1. After delivery to a public carrier the Authority shall not be responsible for injury to persons or for damage to property (including living substances) arising out of the handling or application of the material and full responsibility in this regard will be assumed by the purchaser except for damage due to faulty or inadequate packing.
2. The Authority shall not be responsible for delivery of materials in specified containers, at specified times, or of specific quality.
3. In the event of any material despatched to the purchaser not being delivered within seven days of the date notified of delivery thereof, or being delivered in a damaged condition, the purchaser shall forthwith inform the Authority.
4. Payment is normally required against pro-forma invoices or by irrevocable credit on a London bank unless alternative terms have been arranged. Prices shown in the current catalogue are subject to alteration without notice.
5. Transport charges will be for the account of the purchaser. Public carriers have their own regulations applying to the transportation of radioactive materials, and all despatches made by the Authority conform to the appropriate regulations. Returnable cases will be charged for unless they have been returned within two months of despatch or three months in the case of users outside Europe.
6. Any container or packaging provided by the purchaser for the transport of radioactive material ordered by him must comply either with the relevant requirements of any national transport rules or regulations, or if there are no such requirements, with the relevant recommendations of the International Atomic Energy Agency Regulations for the Safe Transport of Radioactive Materials (1964 Revised). The Authority reserve the right to refuse to use any such container or packaging if in their opinion it does not comply with any such requirement or recommendation or its use might be unsafe.

The purchaser shall fully indemnify the Authority and hold them harmless against all actions and claims which may be made in respect of any injury to persons or damage to property arising out of the emission of ionising radiations or the escape of any substance from any container or packaging provided by the purchaser, during the course of its carriage outside the Authority's premises.

I hereby agree to the above conditions

Signature *Dr. Zoran Maksimović*
(Head of Institution, etc.)

Date 21.5. 1970

Name **Dr. Zoran Maksimović**
in block letters

Title **Institute of Nuclear Science "Boris Kidrič"**
Address **Vinča, Yugoslavia, POB. 522**

RCC 1 18

Note: Official order forms may be obtained from the Authority.

proprietors:
United Kingdom
Atomic Energy
Authority

address:
Amersham
Buckinghamshire
England

telephone:
Little Chalfont
4444

telegrams
and cables:
Activity
Amersham
Telex

telex:
83141
Active
Amersham

III. SUPPLEMENTARY AGREEMENT No. 2 TO THE MASTER AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND
THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF
YUGOSLAVIA FOR ASSISTANCE BY THE AGENCY IN
FURTHERING PROJECTS BY THE SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency") and the Government of the Socialist Federal Republic of Yugoslavia (hereinafter the "Government") on 29 May 1970 entered into a Master Agreement for Assistance by the Agency in Furthering Projects by the Supply of Materials (hereinafter the "Master Agreement") [2] ;

WHEREAS the Government has proposed a project for research on atomic energy for peaceful purposes and has requested the assistance of the Agency in the supply of certain material therefor; and

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland has agreed to supply, through its Atomic Energy Authority (hereinafter the "Authority"), the necessary material;

The Agency and the Government hereby agree as follows:

ARTICLE I

The project to which this Supplementary Agreement relates is the conduct, at the "Jozef Stefan" Institute at Ljubljana, Yugoslavia, of self-diffusion measurements using the isotope uranium-235.

ARTICLE II

The following material is hereby allocated to the project:

3 x 200 milligrams of uranium-235 in solution (hereinafter the "supplied material").

ARTICLE III

The supplied material is to be provided by the Authority in accordance with the terms of the Order for radioactive materials to the Radiochemical Centre, Amersham, England and the Conditions of Sale of Radioactive Material Prepared by the Authority dated 23 December 1970 and 20 November 1970 respectively, a copy of each of which is annexed hereto. Except as specifically provided therein, the provisions of the Master Agreement shall apply.

ARTICLE IV

This Supplementary Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

Vienna, 2 February 1971

For the GOVERNMENT OF THE
SOCIALIST FEDERAL REPUBLIC
OF YUGOSLAVIA:

(signed) Vojin R. Guzina

Belgrade, 20 January 1971

Reproduced in English
in F.R.S documents
INFCIRC/151
not translated

ANNEX

Order for radioactive materials



to The Radiochemical Centre
Amersham England

Customer information

customer's order no. * date *
U2-GM/z.3800-524d May 19, 1970

goods to
Institut "Jožef Stefan" Ljubljana
Jamova 39

invoice to
Institut "Jožef Stefan" Ljubljana
Jamova 39

for the attention of *

for further details contact
name dr. Južnič Karel
Chemistry Dept. telephone no./telex no.
23-861/31-296
YU NUKLIN

Product requirements

catalogue code no.	quantity	product (selling unit and description)	activity date
UCS.1	3 x 200 mg	Uranium-235 (93% enriched) Solution in 3N HNO ₃	
Reactor irradiations only			
materials to be irradiated (state whether own materials, or to be supplied)			
own materials to be irradiated			
	quantity	irradiation time/ neutron flux	radioisotopes required
			activity required
			at (time/date)
special requirements			

Delivery instructions

deliver materials repeat order as follows U2-GM/z.3800-524d to be collected at (nearest airport or station)
on forwarding agent Intereuropa, Ljubljana Zagreb or Ljubljana
Smartinska 152/a
special requirements

Y. Polikarpov
Acting Director
IAEA Div. of Nucl. Power and Reactors
23 December 1970

state if more forms are required

signature
Božidar Keršnik
Chief of Comm. Dept.

date
November 20, 1970

* To help in the identification of items within a consignment, this information will be shown for each item on the despatch note and invoice.
Please restrict your order number to 12 or less characters and "for the attention of" to 35 or less characters including spaces.

also not translated

The Radiochemical Centre Amersham

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2. The Authority shall not be responsible for delivery of materials in specified containers, at specified times, or of specific quality.
3. In the event of any material despatched to the purchaser not being delivered within seven days of the date notified of delivery thereof, or being delivered in a damaged condition the purchaser shall forthwith inform the Authority.
4. Payment is normally required against pro-forma invoices or by irrevocable credit on a London bank unless alternative terms have been arranged. Prices shown in the current catalogue are subject to alteration without notice.
5. Transport charges will be for the account of the purchaser. Public carriers have their own regulations applying to the transportation of radioactive materials, and all despatches made by the Authority conform to the appropriate regulations. Returnable cases will be charged for unless they have been returned within two months of despatch or three months in the case of users outside Europe.
6. Any container or packaging provided by the purchaser for the transport of radioactive material ordered by him must comply either with the relevant requirements of any national transport rules or regulations, or if there are no such requirements, with the relevant recommendations of the International Atomic Energy Agency Regulations for the Safe Transport of Radioactive Materials (1964 Revised). The Authority reserve the right to refuse to use any such container or packaging if in their opinion it does not comply with any such requirement or recommendation or its use might be unsafe.

The purchaser shall fully indemnify the Authority and hold them harmless against all actions and claims which may be made in respect of any injury to persons or damage to property arising out of the emission of ionising radiations or the escape of any substance from any container or packaging provided by the purchaser, during the course of its carriage outside the Authority's premises.

I hereby agree to the above conditions

Signature

Date November 20, 1970

Name **Božidar Keršnik**
in block letters

Title **Chief of Commercial Dept.**

Address **Institut "Jožef Stefan"**
Ljubljana, Jamova 39

RCC 1 18

Note: Official order forms may be obtained from the Authority.

proprietors:
United Kingdom
Atomic Energy
Authority

address:
Amersham
Buckinghamshire
England

telephone:
Little Chalfont
4444

telegrams
and cables:
Activity
Amersham
Telex

telex:
83141
Active
Amersham