

No. 5333

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

Master Contract for United States financing of Agency research (with appendix). Signed at Vienna, on 16 June 1960, and at New York, on 28 June 1960

Official text: English.

Registered by the International Atomic Energy Agency on 13 September 1960.

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

Contrat général pour le financement par les États-Unis de projets de recherche entrepris par l'Agence (avec appendice). Signé à Vienne, le 16 juin 1960, et à New-York, le 28 juin 1960

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 13 septembre 1960.

No. 5333. MASTER CONTRACT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE UNITED STATES OF AMERICA FOR UNITED STATES FINANCING OF AGENCY RESEARCH. SIGNED AT VIENNA, ON 16 JUNE 1960, AND AT NEW YORK, ON 28 JUNE 1960

This contract, entered into on 30 June 1960, by and between the International Atomic Energy Agency, an international organization established pursuant to the Statute of the International Atomic Energy Agency,² with its headquarters in Vienna, Austria (hereinafter called the "Agency"), and the Government of the United States of America (hereinafter called the "Government"), as represented by the United States Atomic Energy Commission (hereinafter called the "Commission").

Witnesseth that :

Whereas the Agency is authorized by its Statute and the decisions of its competent organs to encourage and assist research on, and development and practical application of, atomic energy for peaceful purposes throughout the world by making contracts for the performance of research ; and

Whereas the Commission desires to have the Agency perform certain research activities as hereinafter provided ; and

Whereas this contract is authorized by the said Statute of the International Atomic Energy Agency and by the decisions of the Board of Governors of the Agency, and by United States law, including the Atomic Energy Act of 1954 ;

Now, therefore, the parties hereto mutually agree as follows :

Article I

SCOPE OF CONTRACT

1. The Agency shall, through the means of subsidiary arrangements (hereinafter referred to as "subcontracts") and in accordance with programs proposed by the

¹ Came into force on 30 June 1960 by signature.

² United Nations, *Treaty Series*, Vol. 276, p. 3 ; Vol. 293, p. 359 ; Vol. 312, p. 427 ; Vol. 316, p. 387, and Vol. 356, p. 378.

Agency and approved by the Commission, conduct research as will be specified in supplemental agreements to be concluded from time to time between the Agency and the Commission pursuant to this contract. Such supplemental agreements shall, except if specifically provided otherwise, be subject to all the terms and conditions set forth in this contract. They shall specify the total sum to be paid by the Commission to the Agency for the research specified in the supplemental agreement, and may also include estimated budgets.

2. The research specified in the supplemental agreements will be accomplished under subcontracts arranged subject to the mutual agreement of the parties to this contract. No subcontracts under this contract shall use the cost-plus-a-percentage-of-cost system of contracting. Subcontractors shall be guided by, but not be bound, to conform to the details of the estimated budgets included in the supplemental agreements.

3. The Agency shall obtain from the subcontractors the reports required hereunder and specified in "Appendix A",¹ which is attached and is hereby made a part of this contract; the Agency shall furnish to the Commission six copies of all such reports.

Article II

TERM OF CONTRACT AND TERMINATION

1. The term of this contract shall be six years from the time of its entry into force; provided, however, that the term may be extended for additional periods by mutual agreement.

2. The Agency or the Commission may at any time, upon thirty days' written notice, terminate this contract in whole or in part; such termination shall, unless otherwise specified, terminate all supplemental agreements concluded pursuant to this contract. In the event of any such termination, the Commission will make an equitable settlement or adjustment, upon submission by the Agency of such evidentiary data as the Commission may request, on the basis of payments made by the Agency for amounts due under the provisions of the subcontracts on the effective date of the termination of this contract; provided, however, that the payments with respect to any terminated supplemental agreement to be made by the Commission to the Agency under this Article and under Article III shall not exceed the total amount specified in such terminated supplemental agreement.

Article III

CONSIDERATION

1. In full consideration of the Agency's performance hereunder and under the supplemental agreements, and upon submission by the Agency of invoices or vouchers

¹ See p. 144 of this volume.