

No. 5790

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
NORWAY**

Agreement (with annexes and exchange of letters) relating to an Agency project for co-operation in carrying out a joint program of research in reactor physics with the zero power reactor "NORA". Signed at Vienna, on 10 April 1961

Official text: English.

Registered by the International Atomic Energy Agency on 15 August 1961.

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

Accord (avec annexes et échange de lettres) relatif à l'exécution en commun d'un programme de recherches sur la physique des réacteurs à l'aide du réacteur de puissance nulle « NORA ». Signé à Vienne, le 10 avril 1961

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 15 août 1961.

No. 5790. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF NORWAY RELATING TO AN AGENCY PROJECT FOR CO-OPERATION IN CARRYING OUT A JOINT PROGRAM OF RESEARCH IN REACTOR PHYSICS WITH THE ZERO POWER REACTOR "NORA". SIGNED AT VIENNA, ON 10 APRIL 1961

WHEREAS the Government of Norway (hereinafter called "Norway") has proposed to the International Atomic Energy Agency (hereinafter called "Agency") the carrying out of a joint program of research in reactor physics with the zero power reactor "NORA";

WHEREAS Norway, desiring to set up a project for the peaceful development of atomic energy in connection with the proposed joint research program, has requested the assistance of the Agency in securing from the Government of the United States of America (hereinafter called the "United States") an additional supply of enriched uranium for the joint research program;

WHEREAS the Board of Governors of the Agency, on 3 February 1961, has agreed to the participation of the Agency in the joint research program and has approved the project proposed by Norway;

WHEREAS the Agency and the United States on 11 May 1959 concluded an Agreement for Co-operation,² under which the United States undertook to make available to the Agency pursuant to its Statute³ certain quantities of special fissionable material;

WHEREAS the Agency, Norway and the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the United States, are this day concluding a contract for the lease of enriched uranium for the reactor "NORA" (hereinafter called the "Supply Agreement");⁴

WHEREAS the Agency and the Commission are entering into a contract for research in reactor physics, pursuant to which the Commission will make certain

¹ Provisionally applied from 10 April 1961, in accordance with the provisions of the exchange of letters (see p. 274 of this volume) and definitively came into force on 15 June 1961, upon receipt by the Agency of written notification that the Agreement had been approved by the Norwegian Storting, in accordance with the provisions of the reservation made by Norway upon signature.

² United Nations, *Treaty Series*, Vol. 339, p. 359.

³ United Nations, *Treaty Series*, Vol. 276, p. 3; Vol. 293, p. 359; Vol. 312, p. 427; Vol. 316, p. 387; Vol. 356, p. 378, and Vol. 394, p. 276.

⁴ See p. 281 of this volume.

payments to the Agency for the conduct of specific research with the reactor "NORA"; and

WHEREAS the Agency and the Norwegian Institutt for Atomenergi (hereinafter called the "Institute") are entering into a contract for research in reactor physics (hereinafter called the "Research Contract"), pursuant to which the Agency will make payments to the Institute for the conduct of specific research with reactor "NORA", which payments shall be equal to the payments received by the Agency under its research contract with the Commission;

NOW THEREFORE the Agency and Norway hereby agree as follows :

Article I

THE JOINT PROGRAM

Section 1. The Agency and Norway, through the Institute, will conduct a joint program of research and advanced training in the field of integral nuclear reactor data (hereinafter called the "Joint Program"). The Joint Program is the project to which this Agreement relates.

Article II

CONTRIBUTIONS OF THE PARTIES

Section 2. For the purpose of the Joint Program Norway, through the Institute, shall :

(a) Make available the zero power reactor "NORA", situated in the Institute Area at Kjeller, Norway, together with such fuel, materials, associated facilities and equipment as set forth in Annex A¹ (hereinafter called the "reactor facility"), all of which shall remain Norwegian property.

(b) Provide the services of four to six scientists and six technicians, together with such other personnel as may be required for the administration of the reactor facility. These shall constitute the permanent staff of the reactor facility and shall be considered part of the Institute.

(c) Pay all expenses connected with the operation and maintenance of the reactor facility, including the salaries of the permanent staff.

Section 3. For the purpose of the Joint Program the Agency shall :

(a) Arrange for the provision to Norway of an additional supply of enriched uranium, in accordance with the Supply Agreement.

(b) Pay to the Institute a contribution in accordance with the Research Contract.

(c) Pay, or appropriately arrange for the payment of, all expenses connected with the scientists approved in accordance with Article IV.

¹ See p. 270 of this volume.

Article III

ADMINISTRATION OF THE JOINT PROGRAM

Section 4. The NORA Committee

(a) There shall be set up a Joint Scientific Program Committee (hereinafter called the "NORA Committee") composed of two members appointed by the Agency and two members appointed by Norway and of a fifth member, who shall be the Chairman, to be appointed by mutual agreement of the Agency and Norway.

(b) The functions of the NORA Committee shall be :

- (i) To approve scientists, in accordance with Article IV.
- (ii) To approve the Project Manager appointed by the Institute.
- (iii) To designate the Head of Research from among the scientists attached to the Joint Program.
- (iv) To evaluate and approve each year, on the basis of a proposal submitted to it by the Project Manager, a detailed annual research plan, in conformity with a preliminary research program agreed to by the parties and within such budgetary limits as Norway may establish and announce to the NORA Committee.
- (v) To consider periodic reports submitted to it in accordance with section 5 (e) and to make recommendations based thereon.
- (vi) To consider any other matters affecting the Joint Program.

(c) The NORA Committee shall meet at least twice a year and shall take decisions by majority vote.

(d) The expenses incurred by the members of the NORA Committee shall be borne by the party appointing them. The expenses incurred by the Chairman and any other expenses of the NORA Committee shall be divided equally between the parties.

Section 5. The Project Manager shall :

(a) Be responsible for the operation of the reactor facility, subject to rules issued by the Institute (including health and safety regulations consistent with those established in accordance with Article VII).

(b) Be responsible for the preparation of a proposal for the detailed annual research plan for the following year and for the submission thereof to the NORA Committee.

(c) Be responsible for the implementation of the detailed annual research plan approved by the NORA Committee.

(d) Inform the NORA Committee from time to time of the plans for the implementation of the Joint Program, including a time schedule and an organizational scheme.

(e) Submit to the NORA Committee twice a year progress reports on the Joint Program, drawn up with the assistance of the Head of Research.

Section 6. The Head of Research will be the principal scientific assistant to the Project Manager in all matters concerning the research.

Section 7. The operation of the reactor facility will be carried out under the responsibility of Norway by the Institute in accordance with the Joint Program and subject to the relevant laws and treaties of Norway.

Article IV

SELECTION OF SCIENTISTS

Section 8. Based upon proposals made by the Institute the NORA Committee shall determine from time to time the number and the qualifications of scientists, other than those belonging to the permanent staff, to perform research or to receive advanced training in connection with the Joint Program.

Section 9. The Agency, in consultation with the Institute, will nominate scientists from any Member State.

Section 10. The NORA Committee shall approve scientists from among those nominated pursuant to section 9, having regard to the paramount necessity of securing the highest standards of efficiency, technical competence, integrity and knowledge of one of the working languages of the Institute, and, subject thereto, to the importance of making appointments on as wide a geographical basis as possible.

Section 11. The scientists shall be subject to the authority of the Institute.

Section 12. Scientists shall not, by reason of their nomination by the Agency, be considered as members of the staff of the Agency.

Article V

SUPPLY OF SPECIAL FISSIONABLE MATERIAL

Section 13. The Agency hereby allocates to the Joint Program, and provides to Norway enriched uranium (hereinafter called the "supplied material") pursuant to the terms (including those relating to method of transfer) of the Supply Agreement, which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and Norway.

Article VI

AGENCY SAFEGUARDS AGAINST DIVERSION

Section 14. Norway agrees that the supplied material shall not be used in such a way as to further any military purpose.