

No. 5934

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

**Contract (with annex) for the transfer of enriched uranium
for a research reactor. Signed at Vienna, on 4 October
1961**

Official text: English.

Registered by the International Atomic Energy Agency on 6 November 1961.

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

**Contrat (avec annexe) pour la cession d'uranium enrichi
destiné à un réacteur de recherche. Signé à Vienne,
le 4 octobre 1961**

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 6 novembre 1961.

No. 5934. CONTRACT FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA. SIGNED AT VIENNA, ON 4 OCTOBER 1961

WHEREAS the Government of the Federal People's Republic of Yugoslavia (hereinafter called "Yugoslavia"), desiring to set up a project consisting of a training and research reactor for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing, among other things, the special fissionable material necessary for this purpose ; and

WHEREAS the Board of Governors of the Agency has approved the project on 7 April 1961 ; and

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959 concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"),² under which the United States undertook to make available to the Agency pursuant to the Statute of the Agency³ certain quantities of special fissionable material ; and

WHEREAS the Agency and Yugoslavia are this day concluding an agreement for the provision by the Agency of the assistance requested by Yugoslavia ;⁴ and

WHEREAS Yugoslavia has made arrangements with a manufacturer in the United States of America (hereinafter called the "Manufacturer") for the fabrication of enriched uranium into fuel elements for the reactor and for the provision thereof of fission counters containing enriched uranium ;

NOW THEREFORE the Agency, the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the United States, and Yugoslavia hereby agree as follows :

¹ Came into force on 4 October 1961, upon signature, in accordance with article VI.

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 ; Vol. 394, p. 276, and Vol. 407.

⁴ See p. 225 of this volume.

Article I

TRANSFER OF ENRICHED URANIUM

Section 1. The Commission, subject to the provisions of the Co-operation Agreement, shall transfer to the Agency and the Agency shall accept from the Commission :

- (i) Approximately 13,000 grams of uranium enriched to approximately 20% by weight in the isotope U-235 (hereinafter called the "fuel material"), the exact quantities to be determined pursuant to sub-section 3 (b), contained in fuel elements and in the conversion plate for a 100-kilowatt Triga Mark II research reactor (hereinafter called the "reactor") ;
- (ii) Approximately 5 grams of uranium enriched to greater than 90% by weight in the isotope U-235 (hereinafter called the "indicator material"), the exact quantities to be determined pursuant to sub-section 3 (d), contained in three fission counters for the reactor.

Section 2. The Agency shall transfer to Yugoslavia and Yugoslavia shall accept from the Agency the fuel material and the indicator material that the Agency received pursuant to section 1.

Section 3. The conditions of the transfer of the fuel material and the indicator material shall be as follows :

(a) The Commission shall make available to the Manufacturer, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the fuel material, subject to such terms, charges, conditions and licenses as the Commission may require.

(b) The precise quantity and enrichment of fuel material in the fuel elements shall be determined by the Manufacturer, and Yugoslavia shall cause the Manufacturer to submit to the Agency and to the Commission a written certification of the Manufacturer's determination of the enrichment by weight in the isotope U-235 and of the quantity of enriched uranium contained in the fabricated fuel elements. This determination may be checked by the Agency, by Yugoslavia and by the Commission by means of any review or analysis that any of them may deem appropriate, and shall be approved or revised by unanimous agreement of the parties. The quantity and enrichment shown in the agreed determination shall be considered to be the quantity and enrichment of the fuel material actually transferred under sections 1 and 2 and shall be used for the calculation of the payments required to be made pursuant to Article II.

(c) The Commission shall make available to the Manufacturer or to a properly licensed supplier of the Manufacturer, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the indicator

material, subject to such terms, charges, conditions and licenses as the Commission may require.

(d) The precise quantity of indicator material in the fission counters shall be determined by the Manufacturer or his supplier, and Yugoslavia shall cause the Manufacturer to submit to the Agency and to the Commission a written certification of the Manufacturer's or his supplier's determination of the enrichment by weight in the isotope U-235 and of the quantity of enriched uranium contained in the fission counters, and this determination shall be accepted as conclusive for all purposes by the parties.

(e) Upon completion of the fabrication and the preparation for shipment of the fuel material and of the indicator material, and agreement by the parties with respect to the determination concerning the fuel material and receipt by the parties of the determination concerning the indicator material, Yugoslavia, at the request and on behalf of the Agency, shall arrange for a transporter who, after thirty days' written notice to the Commission and subject to such terms, charges, conditions and licenses as the Commission may require, shall transport and deliver the fuel material and the indicator material to the port of export at San Francisco, California. The Commission, at the request of the Agency, shall thereupon transfer possession to the Agency or, at the Agency's request and on its behalf, to Yugoslavia at such port of export and authorize the export of such material. The Agency or, at the Agency's request and on its behalf, Yugoslavia shall make arrangements, including the payment of all costs, for domestic and overseas transportation and delivery (including cost of containers and packaging) and for storing such material, as well as for physically handling such material in connection with such delivery and transfer; such arrangements and costs shall not be the responsibility of, nor be borne by the Commission. The Agency or, at the Agency's request and on its behalf, Yugoslavia shall accept possession of such material at such port of export and shall sign an appropriate written receipt therefor.

(f) Title to the fuel material and to the indicator material shall vest in the Agency at the time they leave the jurisdiction of the United States of America and shall thereafter immediately and automatically vest in Yugoslavia.

(g) It is understood that if desired by the parties, the transactions relating to the fuel material, as detailed in Articles I and II of this Contract, may be carried out separately from and independently of those relating to the indicator material.

Article II

PAYMENT

Section 4. Within sixty days from the date of the Agency's invoice (to be despatched at, or subsequent to, the time that the parties have reached agreement