

**No. 8721**

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
ROMANIA**

**Master Agreement for assistance by the Agency in furthering  
projects by the supply of materials. Signed at Vienna,  
on 22 April 1966**

*Official text: French.*

*Registered by the International Atomic Energy Agency on 11 August 1967.*

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

**Accord cadre relatif à l'aide de l'Agence pour l'exécution de  
projets sous forme de fourniture de produits. Signé à  
Vienne, le 22 avril 1966**

*Texte officiel français.*

*Enregistré par l'Agence internationale de l'énergie atomique le 11 août 1967.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 8721. MASTER AGREEMENT<sup>3</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF ROMANIA FOR ASSISTANCE BY THE AGENCY IN FURTHERING PROJECTS BY THE SUPPLY OF MATERIALS. SIGNED AT VIENNA, ON 22 APRIL 1966

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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 Romania (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.

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<sup>1</sup> Translation by the International Atomic Energy Agency.

<sup>2</sup> Traduction de l'Agence internationale de l'énergie atomique.

<sup>3</sup> Came into force on 22 April 1966 by signature, in accordance with article XIV.

*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.