

No. 584

**INTERNATIONAL ATOMIC ENERGY AGENCY
MONACO and OCEANOGRAPHIC INSTITUTE**

**Agreement (with annexes) concerning research on the effects
of radioactivity in the sea. Signed at Paris, on 8 March
1961, and at Vienna, on 10 March 1961**

Official texts : English and French.

*Filed and recorded at the request of the International Atomic Energy Agency on 8 May
1961.*

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE,
MONACO et INSTITUT OCÉANOGRAPHIQUE**

**Accord (avec annexes) concernant des recherches sur les
effets de la radioactivité dans la mer. Signé à Paris,
le 8 mars 1961, et à Vienne, le 10 mars 1961**

Textes officiels anglais et français.

*Classé et inscrit au répertoire à la demande de l'Agence internationale de l'énergie
atomique le 8 mai 1961.*

No. 584. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE PRINCIPALITY OF MONACO AND THE OCEANOGRAPHIC INSTITUTE CONCERNING RESEARCH ON THE EFFECTS OF RADIOACTIVITY IN THE SEA. SIGNED AT PARIS, ON 8 MARCH 1961, AND AT VIENNA, ON 10 MARCH 1961

WHEREAS the International Atomic Energy Agency (hereinafter referred to as the "Agency") is authorized under its Statute² to encourage and assist research on, and development and practical application of, atomic energy for peaceful uses throughout the world ; and

WHEREAS the Government of the Principality of Monaco (hereinafter referred to as the "Government") is willing to assist the Agency in the performance of a research project, and is prepared to contribute funds and to make available to the Agency services, equipment and facilities of the Scientific Center ; and

WHEREAS the Oceanographic Institute, Fondation Prince Albert 1^{er} de Monaco (hereinafter referred to as the "Institute"), is willing to assist the Agency in the performance of a research project and is prepared to make available to the Agency services, equipment and facilities of the Oceanographic Museum, and ships and facilities thereon ;

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

1. NATURE OF THE RESEARCH PROJECT

A research project on the effects of radioactivity in the sea (hereinafter referred to as the "research project") will be undertaken under the supervision of the Agency in Monaco. The agreed program for such research is specified in Annex A³ to this Agreement. Alterations or additions to this program may be made by agreement of the parties.

2. PERIOD OF THE RESEARCH PROJECT

The period of the research project will commence on 1 January 1961 and shall extend for three years. It may be extended thereafter by agreement of the parties.

¹ Came into force on 10 March 1961, upon signature, in accordance with paragraph 13.

² 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.

³ See p. 268 of this volume.

3. RESPONSIBILITIES OF THE AGENCY DURING 1961

- (a) The Agency shall appoint a chief scientist to be in charge of the conduct of the research and shall provide the necessary personnel for the research project.
- (b) The Agency will put at the disposal of the research project, for use in connection therewith, any additional specialized equipment (over and above the equipment specified in Annex B¹ to this Agreement), which shall remain the property of the Agency, as may be found necessary for the execution of the research project. The Director General of the Agency shall notify the Government and the Institute when such equipment is put at the disposal of the project. Maintenance of, and provision of spare parts for, such equipment shall be the responsibility of the Agency.
- (c) The Agency will put at the disposal of the research project, for use in connection therewith, scientific and technical supplies not exceeding US \$ 10 000 (49 000 French NF) in value.

4. RESPONSIBILITIES OF THE GOVERNMENT

- (a) The Government shall put at the disposal of the research project the laboratory and working facilities of the Scientific Center, as specified in Annex B (1) (a) to this Agreement. The Government will be responsible for :
 - i) Costs of maintenance of these facilities ;
 - ii) Costs of public services and utilities in connection with these facilities including, without limitation by reason of this enumeration, electricity, water, heat, gas, sewage disposal, collection of refuse, fire protection, and local telephone service ;
 - (iii) Costs of insurance of these facilities.
- (b) The Government shall put at the disposal of the research project, for use in connection therewith, available equipment as specified in Annex B (1) (b) to this Agreement not exceeding US \$61 224 (300 000 French NF) in value, which shall remain the property of the Government. Maintenance of, and provision of spare parts for, this equipment shall be the responsibility of the Government.
- (c) The Government may put at the disposal of the research project additional scientific, technical and other personnel, as agreed with the Agency. Such personnel shall work under the direction of the chief scientist of the research project but shall not be considered staff members, officers, experts, employees or agents of the Agency and shall not be entitled to any salary, compensation, benefit, or subsidy whatsoever from the Agency.
- (d) The Government agrees to make in 1961 a voluntary contribution of 200 000 French NF to the Agency's General Fund, which shall be used to cover expenses in con-

¹ See p. 268 of this volume.

nection with the research project. The Government further agrees, subject to the provisions of paragraph 6 of this Agreement, to make a voluntary contribution to the Agency's General Fund of the same amount for each of the following years of the research project.

5. RESPONSIBILITIES OF THE INSTITUTE

- (a) The Institute shall put at the disposal of the research project, to the largest extent compatible with its own research program, the facilities of the Oceanographic Museum, and the ships and facilities thereon as specified in Annex B (2)(a) to this Agreement. The Institute will further employ its best efforts to assure that additional facilities, including ships, listed in Annex B (3)(a) be made available for use in connection with the research project. The Institute will be responsible or will make arrangements for :
 - (i) Costs of maintenance of these facilities and ships ;
 - (ii) Costs of public services and utilities in connection with these facilities and ships including, without limitation by reason of this enumeration, electricity, water, heat, gas, sewage disposal, collection of refuse, fire protection, and local telephone service ;
 - (iii) Costs of insurance of these facilities and ships.
- (b) The Institute shall put at the disposal of the research project, for use in connection therewith, available equipment as specified in Annex B (2)(b) to this Agreement not exceeding US \$ 10 000 (49 000 French NF) in value, which shall remain the property of the Institute. Maintenance of, and provision of spare parts for, this equipment shall be the responsibility of the Institute. The Institute will further employ its best efforts to assure that additional equipment listed in Annex B (3)(b) to this Agreement be made available for use in connection with the research project. The Institute will make arrangements for maintenance of, and provision of spare parts for, this equipment.
- (c) The Institute may put at the disposal of the research project scientific, technical and other personnel, as agreed with the Agency. Such personnel shall work under the direction of the chief scientist of the research project but shall not be considered staff members, officers, experts, employees or agents of the Agency and shall not be entitled to any salary, compensation, benefit, or subsidy whatsoever from the Agency.

6. CONTINUATION OF THE RESEARCH PROJECT IN 1962 AND 1963

- (a) Within thirty days after the approval of the Agency's budget for 1962, the Director General of the Agency shall notify the Government and the Institute of the contribution of staff, equipment and supplies which the Agency is prepared to make available to the research project in 1962. If the contribution which the Agency is prepared to make in 1962 falls so far below its contributions in 1961