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

**Agreement concerning developmental studies on the effects
of radioactivity in the sea (with annex). Signed
at Vienna on 27 March 1969 and at Paris on
21 May 1969**

Authentic texts : English and French.

*Filed and recorded at the request of the International Atomic Energy Agency
on 13 October 1969.*

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

**Accord concernant des études sur les effets de la radio-
activité dans la mer (avec annexe). Signé à Vienne
le 27 mars 1969 et à Paris le 21 mai 1969**

Textes authentiques : anglais et français.

*Classé et inscrit au répertoire à la demande de l'Agence internationale de l'énergie
atomique le 13 octobre 1969.*

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE PRINCIPALITY OF MONACO AND THE OCEANOGRAPHIC INSTITUTE AT MONACO CONCERNING DEVELOPMENTAL STUDIES ON THE EFFECTS OF RADIOACTIVITY IN THE SEA

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 to establish or adopt standards of safety for protection of health and minimization of danger to life and property; and

WHEREAS the 1958 United Nations Conference on the Law of the Sea recommended that the Agency should pursue whatever studies and take whatever action is necessary to assist States in controlling the discharge or release of radioactive materials to the sea and in promulgating standards to prevent the pollution of the sea by radioactive materials; and

WHEREAS the Agency, the Government of the Principality of Monaco (hereinafter referred to as the "Government") and the Oceanographic Institute at Monaco (hereinafter referred to as the "Institute") declared their willingness to continue the operation of the project established on 10 March 1961³ and extended on 31 December 1963⁴;

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

Article 1

PURPOSES OF THE PROJECT

The purposes of the project are :

(a) To promote the development of reference analytical methods and techniques for investigating the effects of radioactivity on marine biota.

¹ Came into force on 21 May 1969 by signature, in accordance with article 13.

² United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

³ *Ibid.*, vol. 396, p. 255.

⁴ *Ibid.*, vol. 490, p. 483.

These data are necessary for future evaluation of health and safety aspects of radioactivity in the marine environment;

(b) To promote the adoption of these methods and techniques by national and international institutions that are studying the effects of radioactivity on marine biota and the behaviour of radionuclides in marine environment, so as to ensure the comparability of the results of this investigation;

(c) To promote collaboration between such institutions in carrying out their investigations;

(d) To obtain scientific information not yet available which is needed to evaluate the effects of radioactivity in the sea.

To the extent that staff and other resources available permit, the project will also :

(e) Develop technical measures that could be taken in the event of accidental radioactive contamination of the sea;

(f) Assist Member States with regard to marine radioactivity problems.

The information gained from the work carried out under the project will be disseminated by the Agency.

Article 2

DURATION OF THE PROJECT

The project shall be undertaken for a period of six years from 1 January 1969; it may be extended thereafter by agreement of the parties. Not later than three years after the beginning of the project, a review shall be made of the progress achieved and scientific and technical results obtained.

Article 3

OBLIGATIONS OF THE AGENCY

(a) The Agency shall appoint a chief scientist to be in charge of the conduct of the project and shall provide the necessary personnel.

(b) The Agency will put at the disposal of the project, for use in connection therewith, any additional specialized equipment (over and above the equipment specified in the Annex to this Agreement), which shall remain the property of the Agency, as may be found necessary for the execution of the 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 project, for use in connection therewith, scientific, technical and other supplies.

(d) The value of the above-mentioned contributions of the Agency is estimated to be US \$131 000 for the budgetary year 1969. The contribution of the Agency in subsequent years and until such time as the review referred to in Article 2 has been carried out and its results assessed, shall not exceed this amount except to the extent that increases may be needed to offset any general rise in the cost of goods and services.

Article 4

OBLIGATIONS OF THE GOVERNMENT

(a) The Government shall put at the disposal of the project the laboratory and working facilities of the Scientific Centre, as specified in the Annex, paragraph 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; and
- (iii) Costs of insurance of these facilities.

(b) The Government shall put at the disposal of the project, for use in connection therewith, available equipment as specified in the Annex, paragraph 1 (b), to this Agreement, 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 project additional scientific, technical or other personnel, as agreed with the Agency. Such personnel shall work under the direction of the chief scientist of the 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 an annual voluntary contribution of F. Fr. 220 000 to the Agency's General Fund, which shall be used to cover expenses in connection with the project.

Article 5

OBLIGATIONS OF THE INSTITUTE

(a) The Institute shall put at the disposal of the project, to the largest extent compatible with its own research programme, the facilities of the Oceanographic Museum, and the ships and facilities thereon as specified in