

II

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du 13 février 1976 au 19 février 1976

Nº 740

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

**Agreement concerning developmental studies on the effects
of radioactivity in the sea (with annex). Signed at
Vienna, Paris and Monaco on 3 January and 20 and
25 February 1975**

Authentic texts: English and French.

*Filed and recorded at the request of the International Atomic Energy Agency
on 13 February 1976.*

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

**Accord concernant des études sur les effets de la radioac-
tivité dans la mer (avec annexe). Signé à Vienne, Paris
et Monaco les 3 janvier et 20 et 25 février 1975**

Textes authentiques : anglais et français.

*Classé et inscrit au répertoire à la demande de l'Agence internationale de
l'énergie atomique le 13 février 1976.*

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 Sea³ 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 1961,⁴ and extended on 31 December 1963⁵ and 21 May 1969;⁶

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. 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.

¹ Came into force on 25 February 1975 upon signature by all Parties, in accordance with article 13.

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

³ See "Resolutions adopted by the United Nations Conference on the Law of the Sea, nuclear tests on the high seas", in United Nations, *Treaty Series*, vol. 450, p. 58.

⁴ See "Agreement concerning research on the effects of radioactivity in the sea", in United Nations, *Treaty Series*, vol. 396, p. 255.

⁵ *Ibid.*, vol. 490, p. 483.

⁶ See "Agreement concerning developmental studies on the effects of radioactivity in the sea", in United Nations, *Treaty Series*, vol. 694, p. 341.

To the extent that staff and other resources furnished by the parties, international organizations or other recognized sources permit, the project will also:

- (e) assist Member States with regard to marine radioactivity problems;
- (f) obtain, using nuclear and other techniques, new scientific information which is necessary to evaluate the effects and behaviour in the sea of pollutants other than radioactivity.

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 1975; it may be extended thereafter by agreement of the parties.

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 shall 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. Maintenance of, and provision of spare parts for, such equipment shall be the responsibility of the Agency.

(c) The Agency shall 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 \$400 000 for the budgetary year 1975. The contribution of the Agency in subsequent years 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, or to the extent that annual programmes approved by the General Conference of the Agency might require.

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 defraying:

- (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 and fire protection; 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