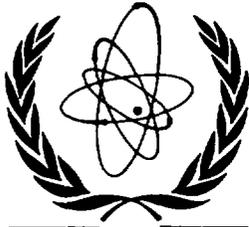


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International Atomic Energy Agency

INFORMATION CIRCULAR

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**THE TEXTS OF THE INSTRUMENTS CONNECTED WITH THE
AGENCY'S ASSISTANCE TO ROMANIA IN FURTHERING
PROJECTS BY THE SUPPLY OF MATERIALS**

Second and Third Supplementary Agreements

As a sequel to the assistance which the Agency has provided to the Government of Romania in furthering projects by the supply of materials [1], two additional Supplementary Agreements to the Master Agreement concerning the provision of that assistance [2] have been concluded between the Agency and the Government. These Agreements entered into force on 4 June 1968 and 21 August 1968 respectively, and the texts [3] are reproduced herein for the information of all Members.

[1] Pursuant to the agreements reproduced in document INFCIRC/95.

[2] INFCIRC/95, part I.

[3] The footnotes to the texts have been added in the present information circular.

I. SUPPLEMENTARY AGREEMENT No. 2 TO THE MASTER AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND
THE GOVERNMENT OF ROMANIA FOR ASSISTANCE BY THE AGENCY
IN FURTHERING PROJECTS BY THE SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency") and the Government of Romania (hereinafter the "Government") on 22 April 1966 entered into a Master Agreement for Assistance by the Agency in Furthering Projects by the Supply of Materials (hereinafter the "Master Agreement") [2];

WHEREAS the Government has proposed a project for research on atomic energy for peaceful purposes and has requested the assistance of the Agency in the supply of the necessary material, both specified in this Agreement;

WHEREAS the Board of Governors of the Agency approved the supply of the material on 16 June 1967; and

WHEREAS the Government of the Union of Soviet Socialist Republics (hereinafter the "Soviet Union") has agreed to supply the necessary material;

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

ARTICLE I

The project to which this Supplementary Agreement relates is the conduct, at the Institute of Atomic Physics at Bucharest, of experiments in irradiation stability of vitroc ceramic fuel samples.

ARTICLE II

1. The following material is hereby allocated to the project:

100 grams of uranium enriched to 20% in the isotope uranium-235, contained in the compound U_3O_8 (of nuclear purity).

2. At the request of the Government, this material is exempted from the application of the Agency's Safeguards System (1965) pursuant to paragraph 21 of document INFCIRC/66.

ARTICLE III

The supplied material is to be provided by the Soviet Union in accordance with the terms of the Agreement between the Agency and the Soviet Union on the Making Available of Special Fissionable Materials [4], concluded in Vienna on 11 May 1959, and of the Contract concluded between them for the provision of the material mentioned in Article II above, a copy of which Contract is attached hereto. Except as specifically provided therein and in this Supplementary Agreement, the Government shall accept the supplied material pursuant to the provisions of the Master Agreement.

[4] INFCIRC/5, part I.

ARTICLE IV

This Supplementary Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government.

For the AGENCY:

(signed) Sigvard Eklund

Vienna, 4 June 1968

For the GOVERNMENT:

(signed) Horia Hulubei

Bucharest, 8 May 1968

A N N E X

CONTRACT No. 54/111-8147

Date 21 February 1968

Vsesojuznaja kontora "Techsnabexport", Moscow, hereinafter referred to as the "SELLERS" and International Atomic Energy Agency, Vienna, hereinafter referred to as the "BUYERS" have concluded this contract, whereby the "SELLERS" sell and the "BUYERS" buy on the terms and conditions stated herein subject to the Standard Conditions of Sale endorsed hereon except in so far as they may be varied by the terms mentioned below:

Denomination of goods	URANIUM enriched to 20% in isotope uranium-235 contained in the compound U_3O_8
Quantity	100 grams of uranium enriched to 20% in isotope uranium-235 contained in the compound U_3O_8
Quality	U_3O_8 enriched to $(20 \pm 1\%)$ in isotope U-235
Delivery Terms	FOB Moscow
Packing and marking	metal container in wooden drums
Price	4.01 rubles for 1 gram of enriched uranium, total 401 rubles
Delivery time	2 months after signature of this contract
Payment	to be effected in USSR rubles, in form of encashment, with immediate payment upon submission of the following documents: <ul style="list-style-type: none"> (a) invoice in 3 copies (b) airwaybill in duplicate (c) shipping specification (d) quality certificate

Other terms

Legal addresses of the parties	SELLERS: V/K "Techsnabexport" Smolenskaja-Sennaja, 32/34, Moscow, G-200, USSR
	BUYERS: International Atomic Energy Agency Kärntner Ring 11, A-1010 Vienna, Austria

For and on behalf
of the Sellers:

(signed) Illegible

For and on behalf
of the Buyers:

(signed) Sigvard Eklund

STANDARD CONDITIONS OF SALE

(FOB, CIF, C&F)

The SELLERS undertake to ship the goods with or without transshipment from any Soviet sea port. Partial shipments are allowed.

2. The date of the Bill of Lading issued at the Soviet port to be the date of delivery.
3. The goods shall be considered as delivered by the SELLERS and accepted by the BUYERS: according to the gross weight and the quantity of packages shown in the Bill of Lading issued at the Soviet port; according to the net weight (number of pieces, metric weight and other units) indicated in SELLERS' specification and as per quality indicated in the Works' Certificate of Quality or SELLERS' Letter of Guarantee.
4. The SELLERS to bear all risks until such time as the goods shall have effectively passed over the steamer's rail at the loading port whereupon such risks pass to the BUYERS.
5. If the goods are delivered on cif terms the SELLERS undertake to insure the goods for the invoice value with the Foreign Insurance Department of the USSR "INGOSSTRAKH" against the transport risks on the following terms:
 - (a) deck cargoes - "free from particular average" subject to the § 2, p. 3 of the Transport Insurance Rules published by the Foreign Insurance Department of the USSR "INGOSSTRAKH", "including theft and non-delivery of the whole packages, including jettison and wetting by sea water".
 - (b) Other cargoes - "with particular average" subject to § 2, p. 2 of the Transport Insurance Rules published by the Foreign Insurance Department of the USSR, "INGOSSTRAKH", "including damage caused by hooks, oil, contact with other cargoes and fresh water (excluding sweat), including theft pilferage of the whole or part of the cargo".

If requested by the BUYERS, the SELLERS will insure the goods against the war risk or any other additional risks charging the expenses pertaining thereto to BUYERS' account under the Letter of Credit mentioned on the face of this contract, which should stipulate such invoicing.

6. Claims concerning the quality of the goods may be presented by the BUYERS to the SELLERS only if the quality of the goods actually supplied against this contract does not correspond to the requirements of the Clause "Quality" shown on the face of this contract as a result of production defects. In case of such claims three samples to be drawn of the rejected lot, for BUYERS' account, in the presence of the representatives of the SELLERS and the BUYERS and to be jointly sealed by them. The drawing of samples should be effected in accordance with the Rules existing in the SELLERS' country, which should be advised to the BUYERS on their request. Two of the samples thus drawn to accompany the BUYERS' claim and the third is to be left with the BUYERS. Out of the two samples received by them, the SELLERS should refer one for control testing to the corresponding State Institute of the USSR specialized in this particular line. The results of control testing obtained by the latter Institute to be final and binding upon both parties concerned.

7. Claims concerning the quantity of goods may be presented by the BUYERS to the SELLERS only if any shortage is found inside the intact original producers' containers, bearing no traces of having been tampered with and which arrived at the destination point with intact control bands and seals of the manufacturing works. Adequate report made up with the participation of the representative of the SELLERS or of Official Surveyors of the BUYERS' country or of other neutral competent bodies of the BUYERS' country to accompany such claims.

8. Any claims may be presented to the SELLERS only within 2 months as from date of arrival of the goods at the port of destination.

9. Should any circumstances arise which prevent the complete or partial fulfilment by any of the parties of their respective obligations under this contract, namely: fire, acts of the elements, war, military operations of any character, blockade, prohibitions of exports or imports or any other circumstances beyond the control of the parties, the time stipulated for the fulfilment of the obligations shall be extended for a period equal to that during which such circumstances prevail.

If the above circumstances continue to prevail for more than 3 months, each party shall have the right to refuse any further fulfilment of the obligations under the contract and in such a case neither of the parties shall have the right to make a demand upon the other party for refund of any possible damages.

The party for whom it becomes impossible to meet its obligations under the contract, shall immediately advise the other party as regards the beginning and cessation of the circumstances preventing the fulfilment of its obligations.

Certificates issued by the respective Chambers of Commerce of the SELLERS' or BUYERS' country shall be sufficient proof of such circumstances and their duration.

10. The BUYERS failing to establish the Letter of Credit within the stipulated period, the SELLERS to have the right to suspend shipment without being accountable for non-observance of the delivery dates or to cancel this contract whereby all the expenses, incurred by the SELLERS in connection with the delay in shipment or the cancellation of the contract to be refunded by the BUYERS.

11. Any disputes which may arise under or in connection with this contract to be settled by arbitration of the Foreign Trade Arbitration Commission at the All-Union Chamber of Commerce, Moscow, in accordance with the Rules of Procedure of the said Commission, no recourse to law courts being permitted. The award of such arbitration to be considered final and binding upon both parties concerned.

12. Any amendments and additions to this contract to be valid only if made in writing and signed by duly authorized representatives of both parties concerned.

13. After this contract has been signed, all and any previous negotiations and correspondence pertaining thereto to be considered null and void.

14. Neither of the parties has the right to assign its rights and obligations under this contract to any third party without written consent of the other party.

15. If deliveries are effected on fob terms the SELLERS to bear all costs payable in respect of the goods until such time as they shall have effectively passed ship's rail at the port of shipment with the exception of such additional costs that have been incurred by the SELLERS because the vessel named by the BUYERS shall have failed to arrive on time, or was unable to take the goods or shall have closed for cargo earlier than had been anticipated. These additional costs as well as all risks of the goods from the time when the SELLERS have placed them at the BUYERS' disposal shall be borne by the BUYERS.

16. If deliveries are effected on cif or c&f terms all and any taxes, harbour dues, custom duties and other charges payable under the rules existing in the port of destination as well as all and any discharge expenses including the lighterage and wharfage charges, to be for BUYERS' account.

17. Moscow is to be considered the place of conclusion of this contract.

II. SUPPLEMENTARY AGREEMENT No. 3 TO THE MASTER AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND
THE GOVERNMENT OF ROMANIA FOR ASSISTANCE BY THE AGENCY
IN FURTHERING PROJECTS BY THE SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency") and the Government of Romania (hereinafter the "Government") on 22 April 1966 entered into a Master Agreement for Assistance by the Agency in Furthering Projects by the Supply of Materials (hereinafter the "Master Agreement") [2];

WHEREAS in connection with the work performed under an Agency research contract, the Government has requested the assistance of the Agency in the supply of certain material therefor;

WHEREAS the Board of Governors of the Agency approved the additional assistance for the research project on 15 December 1967; and

WHEREAS the Government of the French Republic (hereinafter "France") has agreed to supply, through its Commissariat à l'Energie Atomique, the necessary material;

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

ARTICLE I

The project to which this Supplementary Agreement relates is the conduct, at the Department of Atomic Physics at the University of Bucharest, of measurements of fission cross-sections for plutonium-239 at thermal neutron energy in connection with the Agency Research Contract No. 229/RB.

ARTICLE II

1. The following material is hereby allocated to the project:

One gram of plutonium-239 with an isotopic purity of about 99.6% (hereinafter the "supplied material").

2. At the request of the Government, the supplied material is exempted from the application of the Agency's Safeguards System (1965, as Provisionally Extended in 1966) pursuant to paragraph 21 of document INFCIRC/66/Rev.1.

ARTICLE III

The supplied material is to be provided by France in accordance with the terms of the contract concluded between the Agency and France for the provision of the material, a copy of which contract is attached hereto [5]. Except as specifically provided in this Supplementary Agreement, the provisions of the Master Agreement shall apply.

[5] The material was made available by France to the Agency, free of charge, and it was accordingly agreed that a supply contract between them was not necessary.