



International Atomic Energy Agency

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**THE TEXT OF THE INSTRUMENT CONNECTED WITH THE
AGENCY'S ASSISTANCE TO THE UNITED ARAB REPUBLIC
IN ESTABLISHING A PROJECT FOR TRAINING AND MEDICAL APPLICATIONS**

1. The text¹⁾ of the Agreement between the Agency and the Government of the United Arab Republic in connection with the Agency's assistance to that Government in establishing a project for training and medical applications of atomic energy is reproduced in this document for the information of all Members.

2. The Agreement was signed in Cairo on 24 November 1964 on behalf of the Government, and in Vienna on 14 January 1965 on behalf of the Agency. Pursuant to Section 9, the Agreement entered into force provisionally on the latter date and entered into full force on 1 March 1967 upon receipt by the Agency of a notification from the Government that it had completed the relevant constitutional procedures.

¹⁾ The footnotes to the text have been added in the present information circular.

**AGREEMENT BETWEEN THE
INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE
UNITED ARAB REPUBLIC FOR ASSISTANCE BY THE AGENCY
TO THE GOVERNMENT IN ESTABLISHING A PROJECT FOR
TRAINING AND MEDICAL APPLICATIONS**

WHEREAS the Government of the United Arab Republic (hereinafter the "United Arab Republic") desiring to set up a project for training in and medical applications of atomic energy for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter the "Agency") in securing a 1000-curie cobalt-60 unit;

WHEREAS the Government of the Czechoslovak Socialist Republic (hereinafter "Czechoslovakia") has offered to make available to the Agency a cobalt-60 teletherapeutic unit with accessories for use by one of its Member States, as well as two fellowships for training specialists from such State in the use of such unit;

WHEREAS the Board of Governors of the Agency on 12 September 1962 accepted the offer of Czechoslovakia and approved the project proposed by the United Arab Republic;

WHEREAS the cobalt-60 unit was delivered by Czechoslovakia to the United Arab Republic on 29 July 1964;

NOW THEREFORE the Agency and the United Arab Republic agree as follows:

Section 1. The project to which this Agreement relates is the installation of a 1000-curie cobalt-60 teletherapeutic unit with accessories (hereinafter the "cobalt-60 unit") in the University Hospital in Alexandria, United Arab Republic, and its operation for training and for radiotherapy.

Section 2. The Agency hereby allocates to the project the cobalt-60 unit made available as a gift by Czechoslovakia. The arrangements for the delivery and installation of the unit are those made between the United Arab Republic and Czechoslovakia, which arrangements provide

- (a) That the United Arab Republic is bearing directly or reimbursing to Czechoslovakia all costs involved in the delivery and installation of the unit, including the costs of any necessary project documentation requested by the United Arab Republic;
- (b) That title to the unit passed directly from Czechoslovakia to the United Arab Republic upon the despatch of the unit from Czechoslovakia;
- (c) For compliance, as far as possible, with the Agency's Regulations for the Safe Transport of Radioactive Materials²⁾ in the transportation of the unit from Czechoslovakia to the United Arab Republic; and
- (d) For the settlement of any disputes between the United Arab Republic and Czechoslovakia.

Section 3. The United Arab Republic shall nominate to the Agency candidates for the two free fellowships made available by Czechoslovakia. The Agency shall arrange for the selection and placement in Czechoslovakia of two fellows from among those nominated, in accordance with its regulations with respect to Type II fellowships.

Section 4. The United Arab Republic agrees that the cobalt-60 unit shall not be used in such a way as to further any military purpose.

²⁾ Safety Series No. 6, 1964 Revised Edition (STI/PUB/97).

Section 5. With reference to health and safety, the United Arab Republic shall comply with the Agency's Basic Safety Standards³⁾ and with the Agency's Regulations for the Safe Transport of Radioactive Materials, and shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice.

The United Arab Republic shall submit, in one of the working languages of the Board of Governors of the Agency, the reports specified in paragraphs 25 (a), 26 and 27 of Agency document INFCIRC/18 with respect to the cobalt-60 unit. The Agency shall be invited to participate in the installation of the unit and in the necessary measures to be taken before the unit is put into operation and may also participate in carrying out special investigations after receipt from the United Arab Republic of a report pursuant to paragraph 26 of the said document, under the circumstances specified in paragraph 32 of the said document. The United Arab Republic shall apply the relevant provisions of the Annex to Agency document GC(X)/INF/39 and of the Agreement on the Privileges and Immunities of the Agency⁴⁾ to the Agency experts and to any property of the Agency used by them in performing their functions.

Section 6. Pursuant to paragraph B of Article VIII of the Statute of the Agency, the United Arab Republic shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency. The Agency, in view of the degree of its participation in the project, does not claim any right in any inventions or discoveries arising from the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

Section 7. The Agency shall not be liable for any damages arising out of the transfer, installation or use of the cobalt-60 unit, or for any defect in the unit or its accessories.

Section 8. Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed shall, except as provided in Section 2(d), be submitted to an arbitral tribunal.

The Agency and the United Arab Republic shall each designate one arbitrator. If within thirty days of the request for arbitration either party has not designated an arbitrator, the President of the International Court of Justice (hereinafter the "Court") may appoint an arbitrator at the request of either party. The arbitrators so designated or appointed shall by unanimous decision elect an additional arbitrator, who shall be the Chairman. If within thirty days after the second arbitrator has been designated or appointed, the Chairman has not been elected, the President of the Court may appoint the Chairman at the request of any designated or appointed arbitrator.

A majority of the members of the arbitral tribunal shall constitute a quorum, and decisions shall be made by majority vote.. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the Court under Article 32 (4) of its Statute.

Section 9. This Agreement shall enter into force provisionally upon the date of its signature by or for the Director General of the Agency and by the authorized representative of the United Arab Republic and shall enter into full force upon receipt by each party of a notification from the other that it has completed its constitutional procedures.

For the AGENCY:

For the UNITED ARAB REPUBLIC:

(signed) L. Steinig
Vienna, 14 January 1965

(signed) S. El Khashaf
Cairo, 24 November 1964

³⁾ Safety Series No. 9 (STI/PUB/26).

⁴⁾ INFCIRC/9/Rev.1