



International Atomic Energy Agency

INFORMATION CIRCULAR

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

1. The texts [1] of the Master Agreement between the Agency and the Government of New Zealand and of Supplementary Agreement No. 1 thereto, for assistance by the Agency to New Zealand in furthering projects by the supply of materials, are reproduced herein for the information of all Members.
2. Both Agreements entered into force on 17 April 1980, pursuant to Articles XV and IV respectively.

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

**I. MASTER AGREEMENT BETWEEN NEW ZEALAND AND THE
INTERNATIONAL ATOMIC ENERGY AGENCY FOR
ASSISTANCE BY THE AGENCY IN FURTHERING PROJECTS
BY THE SUPPLY OF MATERIALS**

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") is authorized to assist its Member States in securing the supply of special fissionable or other materials for research on atomic energy for peaceful purposes; and

WHEREAS the Government of New Zealand (hereinafter called the "Government") wishes to make arrangements for securing from time to time, on a simplified basis, the supply of materials through the Agency;

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

ARTICLE I

Upon approval by the Agency of a project proposed by the Government for the peaceful uses of atomic energy and of the allocation thereto of special fissionable or other materials, the Agency and the Government will enter into a supplementary agreement to this Agreement (hereinafter called the "Supplementary Agreement") which shall inter alia:

- (a) Define the project;
- (b) Specify the materials allocated (hereinafter, and in the Supplementary Agreement, called the "supplied material");
- (c) Set forth the terms and conditions, including charges, on which the supplied material is to be provided, which in general will be accomplished by incorporating into the Supplementary Agreement the provisions of the related instrument concluded between the Agency and the supplier (hereinafter called the "Supply Instrument"); and
- (d) Set forth any special provisions.

ARTICLE II

Except as may be otherwise specified in the Supplementary Agreement, the Government shall perform on behalf of the Agency all obligations which the Agency assumes in the Supply Instrument, and the Agency and the Government shall have, with respect to each other, mutatis mutandis the same rights and obligations as are specified respectively for the seller and the purchaser in that Instrument.

ARTICLE III

The Government shall notify the supplier of any necessary shipping instructions, and shall also designate the person(s) authorized to accept the shipment and to sign a receipt therefor. If the Supply Instrument provides that the supplier is to deliver the supplied material to the Agency, then such person(s) designated by the Government is/are hereby also authorized and should be instructed to accept and sign on behalf of the Agency.

ARTICLE IV

The Government shall transmit to the Agency, immediately after accepting possession of the supplied material, a copy of the receipt by which delivery of the supplied material is acknowledged, which receipt should specify the exact amount and description of the nuclear material transferred and the date and place of transfer of possession.

ARTICLE V

Unless otherwise specified in the Supplementary Agreement:

- (a) The Government shall pay to the Agency, within thirty days of receiving its invoice, an amount equal to that which the Agency is required to pay to the supplier pursuant to the Supply Instrument. If that Instrument provides for any penalty charge to be paid by the Agency in case of delayed payment, the Agency shall be entitled to a similar charge in case of a delay in payment by the Government; and
- (b) The Government shall assume and pay directly all costs in connection with the supplied material that are not charged by the supplier to the Agency, including costs of fabrication, transportation and insurance, to whomsoever these may be payable.

ARTICLE VI

Unless otherwise provided in the Supply Instrument, title to the supplied material shall pass to the Government at the time it accepts possession of the material. If the Supply Instrument provides that title shall be transferred to the Agency, then the title shall upon such transfer immediately and automatically vest in the Government.

ARTICLE VII

Any part of the supplied material the shipment of which is arranged by the Government while the material is in its possession shall be entrusted to a licensed public carrier selected by the Government or shall be accompanied by a responsible person designated by the Government. The conditions of the shipment shall conform, as far as possible, to those set forth in the Agency's Regulations for the Safe Transport of Radioactive Materials[2].

ARTICLE VIII

The Government undertakes that the supplied material shall not be used for the manufacture of nuclear weapons, for the furtherance of any military purpose and for uses which could contribute to the proliferation of nuclear weapons, such as research on, development, testing or manufacture of any nuclear explosive device.

ARTICLE IX

Upon its delivery to the Government, any supplied material shall be subject to safeguards to the extent provided for in the Agreement signed on 29 February 1972 between New Zealand and the International Atomic Energy Agency for the Application of Safeguards[3] in connection with the Treaty on the Non-Proliferation of Nuclear Weapons[4]. However, if the said Agreement is terminated, the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute shall be implemented in accordance with arrangements supplementing this Agreement, to be agreed forthwith between the Agency and the Government, except if the material can be exempted from the application of safeguards and the Government so requests.

[2] Safety Series No. 6, IAEA Safety Standards, 1973 Revised Edition (as amended), 1979 (STI/PUB/517).

[3] Reproduced in document INFCIRC/185.

[4] Reproduced in document INFCIRC/140.

ARTICLE X

1. The Government shall apply to the operations making use of the supplied material the Agency's Safety Standards and Measures defined in document INFCIRC/18/Rev.1 and the applicable safety standards as they are established in accordance with that document and as they may be revised from time to time. The Government shall arrange for the submission of the reports specified in paragraphs 4.9 and 4.10 of that document with respect to operations involving the supplied material. The Agency may carry out special inspections under the circumstances specified in paragraph 5.2 of the said document.
2. The Government shall apply the relevant provisions of the Annex to document GC(V)/INF/39 and of the Agreement on the Privileges and Immunities of the Agency[5] to the Agency's inspectors and to any property of the Agency used by them in performing their functions.

ARTICLE XI

To the extent relevant, the Government shall take all the measures necessary for the physical protection of the supplied material and of nuclear facilities and equipment making use of such material. The Government shall be guided by the recommendations of the Agency set forth in document INFCIRC/225/Rev.1 and as they may be revised from time to time.

ARTICLE XII

Pursuant to Article VIII. B of the Statute of the Agency, the Government shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency. The Agency does not claim, on the basis of its participation resulting from this Agreement and the Supplementary Agreements thereto, any right in any inventions or discoveries arising from projects involving the supplied material. The Agency may, however, be granted licences under any patents upon terms to be agreed.

ARTICLE XIII

Reports and other information shall be submitted to the Agency in one of the working languages of the Board of Governors of the Agency.

ARTICLE XIV

1. Any dispute concerning the interpretation or application of this Agreement or of any Supplementary Agreement thereto, including any Supply Instrument incorporated therein, which is not settled by negotiation or as may otherwise be agreed, shall be submitted to an arbitral tribunal at the request of either Party to this Agreement. At the request of the Agency the supplier may also join in such proceedings as a separate party.
2. Each party to the dispute proceedings shall designate one arbitrator. If within thirty days of the request for arbitration any party has not designated an arbitrator, the President of the International Court of Justice (hereinafter called the "Court") may appoint the necessary number of arbitrators at the request of any party to the proceedings. The arbitrators so designated or appointed shall by unanimous decision elect an additional arbitrator, who shall be the Chairman, as well as a sufficient number of other arbitrators so that the number of elected arbitrators is one less than the number of parties to the proceedings. If within thirty days after the last of the necessary number of arbitrators has been designated or appointed, the Chairman or any of the other additional arbitrators has not been elected, the President of the Court may appoint the necessary number of additional arbitrators at the request of any designated or appointed arbitrator.

[5] Reproduced in document INFCIRC/9/Rev.2.

3. A majority of the members of the arbitral tribunal shall constitute a quorum, and all 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 proceedings. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the Court.

ARTICLE XV

This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government. The provisions of this Agreement shall have effect for the territories for whose international relations the Government is responsible only after the expiration of one month from the date of notification by the Government to the Agency that the Agreement shall be applied to those territories.

DONE in Vienna on the seventeenth day of April 1980, in duplicate in the English language.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY;

(signed) Sigvard Eklund

For the GOVERNMENT OF
NEW ZEALAND;

(signed) F. A. Small

II. SUPPLEMENTARY AGREEMENT No. 1 TO THE MASTER AGREEMENT
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENT OF NEW ZEALAND FOR ASSISTANCE
BY THE AGENCY IN FURTHERING PROJECTS
BY THE SUPPLY OF MATERIALS

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of New Zealand (hereinafter called "New Zealand") on 17 April 1980 entered into a Master Agreement for Assistance by the Agency in Furthering Projects by the Supply of Materials (hereinafter called the "Master Agreement") [6] ;

WHEREAS New Zealand has proposed a project for research on atomic energy for peaceful purposes and has requested the assistance of the Agency in the supply of certain material therefor; and

WHEREAS the United States Department of Energy, acting for and on behalf of the Government of the United States of America (hereinafter called the "United States"), has agreed to supply the necessary material;

NOW, THEREFORE, New Zealand and the Agency hereby agree as follows:

ARTICLE I

The project to which this Agreement relates is the measurement of plutonium in environmental samples at the National Radiation Laboratory at Christchurch in New Zealand.

ARTICLE II

The following material is hereby allocated to the project:

One milligram of plutonium-242, ninety per cent purity in solution (hereinafter called the "supplied material").

ARTICLE III

The supplied material is to be provided by the United States Department of Energy in accordance with the terms and conditions of the Master Agreement Governing Sales of Source, By-Product and Special Nuclear Materials, concluded between the Agency and the United States on 14 June 1974 [7] , and of a Supplemental Contract thereto, to be concluded between the Agency, New Zealand and the United States. Except as specifically provided therein and in this Agreement, the provisions of the Master Agreement shall apply.

[6] Part I of this document.

[7] Reproduced in document INFCIRC/210.

ARTICLE IV

This Agreement shall enter into force in accordance with the provisions of Article XV of the Master Agreement between the Agency and New Zealand.

DONE in Vienna on the seventeenth day of April 1980, in duplicate in the English language.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

For the GOVERNMENT OF NEW ZEALAND:

(signed) Sigvard Eklund

(signed) F.A. Small