



International Atomic Energy Agency

INFORMATION CIRCULAR

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THE TEXTS OF THE AGREEMENTS BETWEEN THE INTERNATIONAL ATOMIC
ENERGY AGENCY, THE UNITED NATIONS AND THE FEDERAL GOVERNMENT
OF THE REPUBLIC OF AUSTRIA REGARDING THE HEADQUARTERS SEAT
AND RELATED AGREEMENTS

1. The texts of seven agreements concluded between the Agency and the Republic of Austria, as well as between the Agency, the United Nations and the Republic of Austria, are reproduced in this document for the information of all Members[1].
2. The agreements deal with the following subjects:
 - I. Definition of the Agency's Headquarters area at the Vienna International Centre; this Agreement between the Agency and Austria was signed on 20 September 1979. Pursuant to its Article II, it entered into force on 1 October 1979.
 - II. Definition of the Headquarters area common to the United Nations and the Agency at the Vienna International Centre; this Agreement between the Agency, the United Nations and Austria was signed on 28 September 1979. Pursuant to its Article II, it entered into force on 1 September 1979.
 - III. Conditions of use of the Headquarters area at the Vienna International Centre; the Agreement between the Agency and Austria was signed on 19 January 1981. Pursuant to its Article XV, it entered into force on 1 October 1981.
 - IV. Conditions of use of the Headquarters area common to the Agency and the United Nations at the Vienna International Centre; this Agreement between the Agency, the United Nations and Austria was signed on 19 January 1981. Pursuant to its Article IV, it entered into force on 1 October 1981.
 - V. Establishment and administration of a Common Fund for financing major repairs and replacements at the Vienna International Centre; this Agreement between the Agency, the United Nations and Austria was signed on 19 January 1981. Pursuant to its Article 9, it entered into force on 1 January 1981.

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

- VI. Provisional list of main elements referred to in Article 2, paragraph (2) of the Common Fund Agreement; this Protocol between the Agency, the United Nations and Austria was signed on 19 January 1981 and entered into force on the same date. A letter which the Board of Governors requested the Director General to communicate to the Austrian Minister for Foreign Affairs is attached thereto.
- VII. Definition of the "Settlement of Disputes" clause, as contained in Article 6 of the Common Fund Agreement; this exchange of letters between the Agency and Austria is dated 19 January 1981 and entered into force on the same date.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY
AGENCY AND THE FEDERAL GOVERNMENT OF THE REPUBLIC
OF AUSTRIA REGARDING THE HEADQUARTERS OF THE
INTERNATIONAL ATOMIC ENERGY AGENCY

Bearing in mind the Agreement between the Republic of Austria and the International Atomic Energy Agency (hereinafter called "the Agency") regarding the Headquarters of the Agency of 11 December 1957 [2] (hereinafter called "the Headquarters Agreement");

Considering that the Federal Government of the Republic of Austria (hereinafter called "the Government") has offered to the Agency the use of land, buildings and facilities within the Vienna International Center as a permanent headquarters seat in accordance with the objectives and purposes of the Agency as laid down in its Statute and that the Agency has accepted that offer;

Recognizing that pursuant to Section 3 of the Headquarters Agreement the headquarters seat shall be defined in supplemental agreements to be concluded between the Agency and the Government;

The Agency and the Government have agreed as follows:

Article I

The area as shown in the map attached to this Agreement shall constitute the permanent headquarters seat of the Agency as provided for in Section 3 of the Headquarters Agreement.

Article II

This Agreement shall enter into force on 1 October 1979.

[2] Reproduced in document INFCIRC/15/Rev.1, part I. The Headquarters Agreement entered into force on 1 March 1958 pursuant to an exchange of notes dated 26 February 1958 as provided for in Section 52(a); by agreement of the parties it was applied provisionally from 1 January 1958. Amendments to it signed on 4 June 1970 entered into force on 1 October 1971 by an exchange of notes of the latter date.

DONE at Vienna, in duplicate, in the English and German languages, both texts being equally authentic, on the twentieth day of September one thousand nine hundred and seventy-nine.

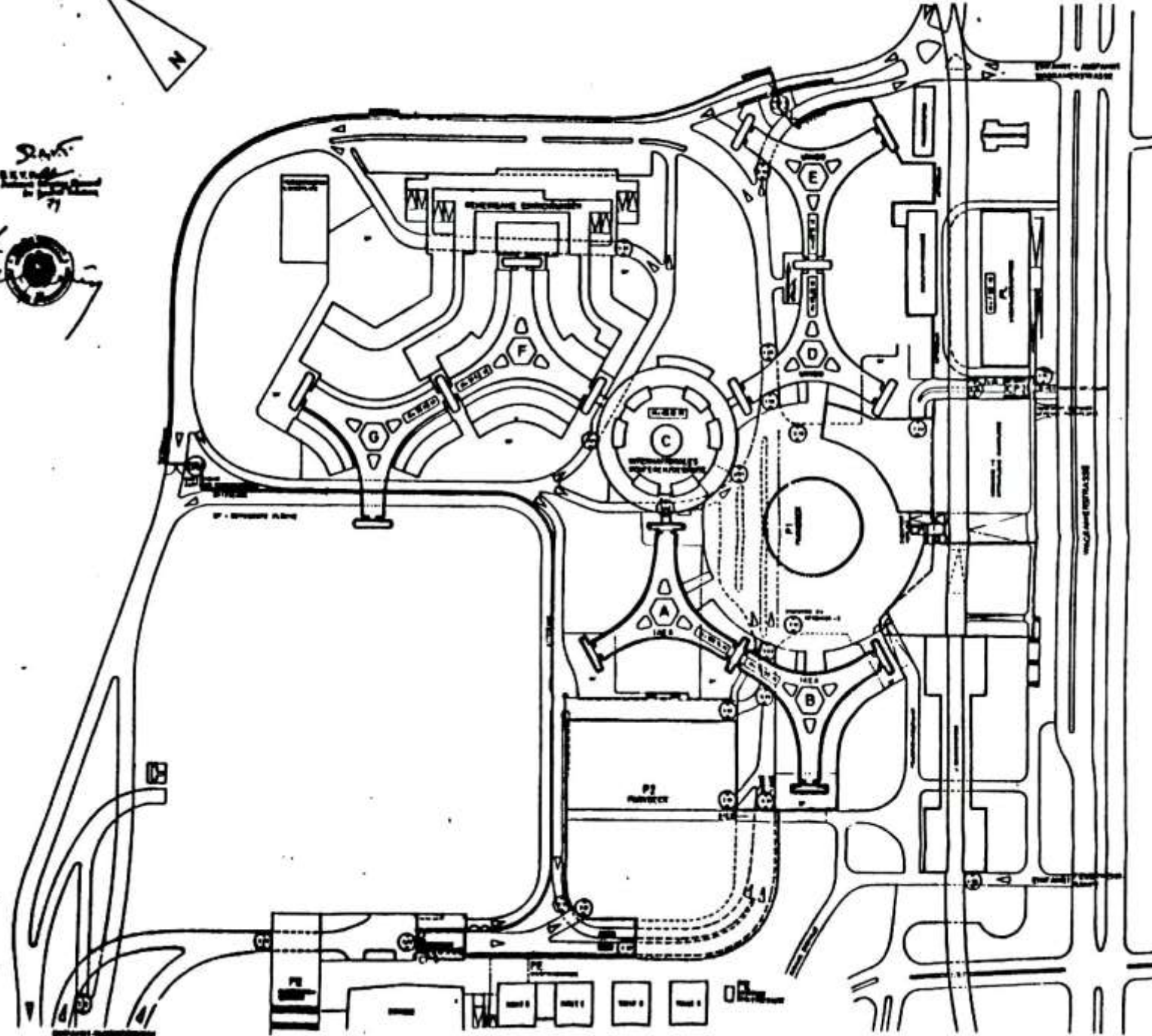
For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

For the FEDERAL GOVERNMENT OF
THE REPUBLIC OF AUSTRIA:

(signed) Ch. Broda

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I I

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE
UNITED NATIONS AND THE FEDERAL GOVERNMENT OF THE REPUBLIC OF
AUSTRIA REGARDING THE COMMON HEADQUARTERS AREA

Bearing in mind the Agreement of 11 December 1957 [3] between the Republic of Austria and the International Atomic Energy Agency (hereinafter called "the Agency") regarding the headquarters of the Agency and the Agreement signed on 13 April 1967 between the Republic of Austria and the United Nations regarding the headquarters of the United Nations Industrial Development Organization (hereinafter called "both Headquarters Agreements");

Considering that the Federal Government of the Republic of Austria (hereinafter called "the Government") has offered to the Agency and the United Nations (hereinafter called "the Organizations") the joint use of land, buildings and facilities within the Vienna International Center as a common headquarters area (hereinafter called "the common area");

Recognizing that pursuant to Section 3 of both Headquarters Agreements the respective headquarters seat shall be defined in supplemental agreements to be concluded between the Organizations and the Government;

The Organizations and the Government have agreed as follows:

Article I

The common area as shown in the map attached to this Agreement shall constitute a part of the permanent headquarters seat of each of the Organizations as provided for in Section 3 of both Headquarters Agreements. Accordingly, the provisions of both Headquarters Agreements shall apply mutatis mutandis to that area.

Article II

This Agreement shall enter into force on 1 September 1979.

[3] See footnote 2 in part I.

DONE at Vienna and New York, in triplicate, in the English and German languages, both texts being equally authentic, on 28 September 1979.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

For the FEDERAL GOVERNMENT OF
THE REPUBLIC OF AUSTRIA:

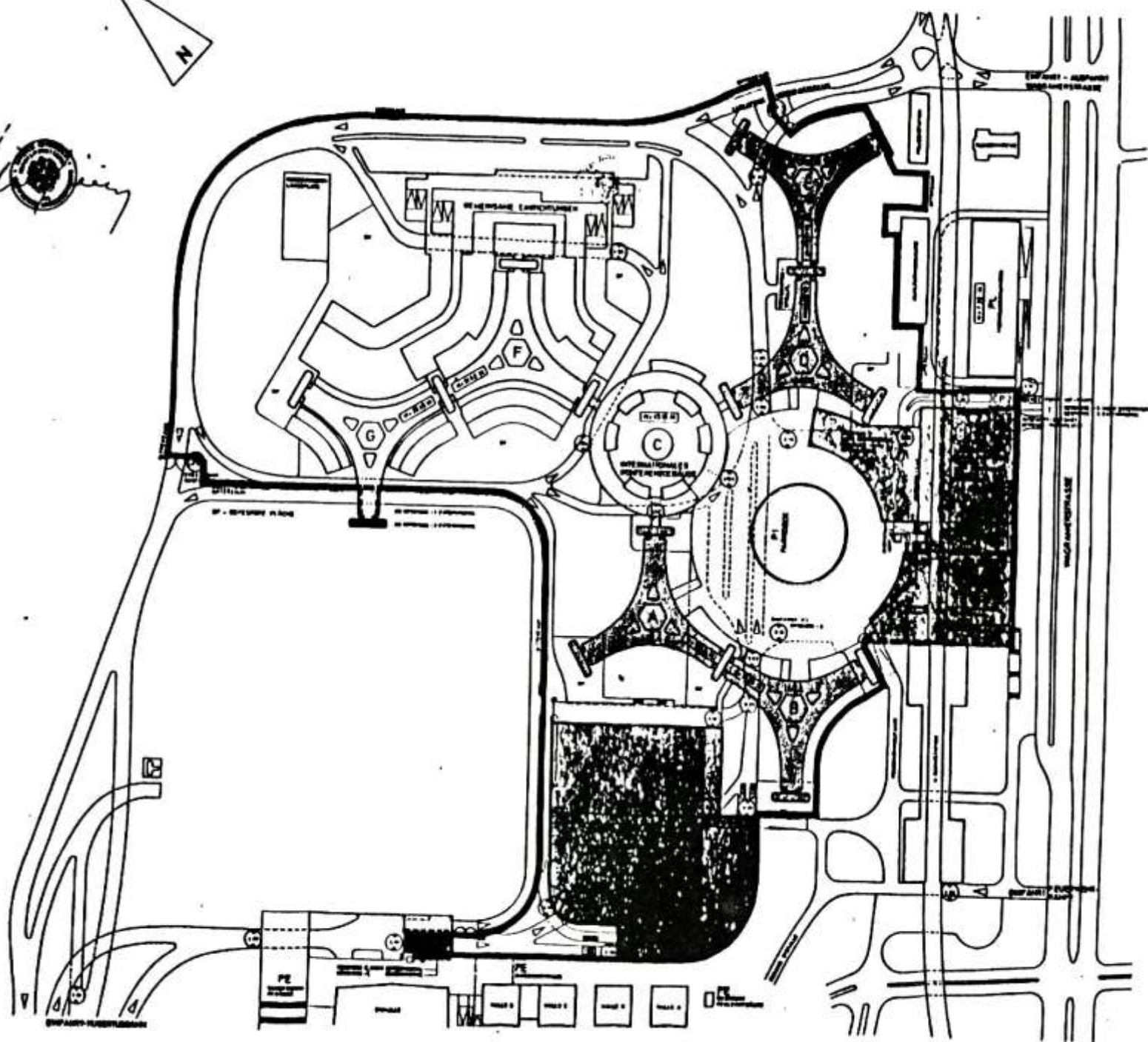
(signed) Willibald Pahr

For the UNITED NATIONS:

(signed) Kurt Waldheim

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AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND
THE REPUBLIC OF AUSTRIA REGARDING THE HEADQUARTERS SEAT
OF THE INTERNATIONAL ATOMIC ENERGY AGENCY
AT THE VIENNA INTERNATIONAL CENTRE

BEARING IN MIND the Agreement between the International Atomic Energy Agency and the Republic of Austria Regarding the Headquarters of the International Atomic Energy Agency of 11 December 1957 [4] (hereinafter referred to as "the Headquarters Agreement");

CONSIDERING that the Federal Government of the Republic of Austria (hereinafter referred to as "the Government") has offered to the International Atomic Energy Agency (hereinafter referred to as "the IAEA") and the IAEA has accepted the use of land, buildings and facilities within the area defined (hereinafter referred to as the "Headquarters Area") in the Agreement between the IAEA and the Government regarding the Headquarters of the IAEA of 20 September 1979; [5]

The International Atomic Energy Agency and the Republic of Austria (hereinafter referred to as "the Parties") have agreed as follows:

Article I

(1) The IAEA shall have the right to use the Headquarters Area for a period of ninety-nine years beginning on 1 October 1979 in a manner consistent with its objectives and functions as defined in its Statute, and in accordance with the provisions of the Headquarters Agreement and this Agreement.

(2) Without prejudice to the right of the IAEA referred to above, the Government retains the ownership over the Headquarters Area.

Article II

The IAEA shall pay to the Government with respect to the right to use the Headquarters Area a rental of one Austrian Schilling per annum payable yearly in advance during the period of such use commencing on 1 January 1980.

[4] See footnote 2 in part I.

[5] Reproduced in part I.

Article III

The IAEA may, after appropriate consultation with the Government, make available space in the Headquarters Area to international governmental and non-governmental organizations for purposes connected with the activities of the IAEA.

Article IV

- (1) If acceptable to both Parties, the IAEA may let space in the Headquarters Area to any physical or juridical person providing services to the IAEA or its staff.
- (2) The rent charged by the IAEA to such physical or juridical persons will be based on the commercially prevailing rates for such premises, and shall be transferred in its entirety to the Government.
- (3) The rent referred to above shall not include maintenance and operating costs, which shall be payable to the IAEA.

Article V

- (1) Alterations with respect to any of the buildings forming part of the Headquarters Area, which may result in a change of structural nature or architectural appearance, may be carried out by the IAEA at its own expense and without the right to reimbursement only after having obtained the prior consent of the Government.
- (2) Other alterations to the buildings or facilities forming part of the Headquarters Area may be carried out by the IAEA at its expense and without the right to reimbursement.

Article VI

The IAEA shall, from 1 October 1979, be responsible at its own expense for the orderly operation and adequate maintenance of the buildings and facilities forming part of the Headquarters Area, and of installations located therein and for minor repairs and replacements for the purpose of keeping them in good working order, and for any repairs or replacements which may be made necessary by faulty operation and inadequate maintenance.

Article VII

The Government shall carry out at its own expense repairs and replacements of buildings, facilities and installations made necessary by force majeure or by faulty material, design or labour used within the responsibility of the Government in their construction.

Article VIII

The arrangements for financing the cost of major repairs and replacements of buildings, facilities and technical installations which are the property of the Government and form part of the Headquarters Area shall be the subject of a separate agreement between the Parties.

Article IX

Without prejudice to Section 12(c) of the Headquarters Agreement, the IAEA shall, upon request, take the necessary measures to enable persons duly authorized by the Government to enter the Headquarters Area in order to inspect the buildings, facilities and installations within the Headquarters Area under conditions which shall not unreasonably disturb the carrying out of the functions of the IAEA.

Article X

(1) The IAEA and the competent Austrian authorities shall closely co-operate regarding the interrelation of effective security within and in the immediate vicinity outside the Headquarters Area.

(2) The IAEA, in the preparation of its security regulations and procedures, shall consult with the Government with a view to achieving the most effective and efficient exercise of security functions.

Article XI

Whenever the IAEA has concluded an insurance contract to cover its liability for damages arising from the use of the Headquarters Area and suffered by juridical or physical persons who are not officials of the IAEA, any claim concerning the IAEA's liability for such damages may be brought directly against the insurer before Austrian courts, and the insurance contract shall so provide.

Article XII

If the IAEA should vacate the Headquarters Area, it shall surrender the Headquarters Area to the Government in as good condition as reasonable wear and tear will permit, provided, however, that the IAEA shall not be required to restore the Headquarters Area to the shape and state existent prior to any alteration or change that may have been executed by the IAEA or the Government in accordance with this Agreement.

Article XIII

Any dispute between the IAEA and the Government concerning the interpretation or application of this Agreement shall be settled in accordance with Section 51 of the Headquarters Agreement.

Article XIV

This Agreement shall cease to be in effect in the event that the Headquarters Agreement ceases to be in effect.

Article XV

This Agreement shall enter into force on the first day of the third month following the day the Government has notified the IAEA that the necessary constitutional conditions for entry into force have been fulfilled.

DONE at Vienna, in duplicate, in the English and German languages, both texts being equally authentic, on this nineteenth day of January one thousand nine hundred and eighty-one.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

For the REPUBLIC OF AUSTRIA:

(signed) Willibald P. Pahr

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE
UNITED NATIONS AND THE REPUBLIC OF AUSTRIA REGARDING THE
HEADQUARTERS AREA COMMON TO THE INTERNATIONAL ATOMIC
ENERGY AGENCY AND THE UNITED NATIONS AT
THE VIENNA INTERNATIONAL CENTRE

BEARING IN MIND the Agreement between the International Atomic Energy Agency and the Republic of Austria Regarding the Headquarters of the International Atomic Energy Agency of 11 December 1957 [6] (hereinafter referred to as "the IAEA Headquarters Agreement");

BEARING IN MIND the Agreement between the United Nations and the Republic of Austria Regarding the Headquarters of the United Nations Industrial Development Organization of 13 April 1967 (hereinafter referred to as "the UNIDO Headquarters Agreement");

CONSIDERING that the Federal Government of the Republic of Austria (hereinafter referred to as "the Government") has offered to the International Atomic Energy Agency and the United Nations (hereinafter referred to as "the Organizations") and the Organizations have accepted the joint use of land, buildings and facilities within the area defined (hereinafter referred to as "the common area") in the Agreement between the International Atomic Energy Agency, the United Nations and the Federal Government of the Republic of Austria Regarding the Common Headquarters Area of 28 September 1979; [7]

The Organizations and the Republic of Austria have agreed as follows:

Article I

The Agreement between the International Atomic Energy Agency and the Republic of Austria Regarding the Headquarters Seat of the International Atomic Energy Agency at the Vienna International Centre and the Agreement between the United Nations and the Republic of Austria Regarding the Headquarters Seat of the United Nations Industrial Development Organization and other United Nations offices at the Vienna International Centre both of which were concluded on 19 January 1981, shall apply mutatis mutandis to the common area. Where applicable reference to the International Atomic Energy Agency or the United Nations in the respective Agreement mentioned in this Article shall be taken for the purposes of this Agreement to refer to the Organizations jointly.

[6] See footnote 2 in part I.

[7] Reproduced in part II.

Article II

Any dispute between the Organizations on the one hand and the Government on the other concerning the interpretation or application of this Agreement, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be chosen jointly by the executive heads of the Organizations, one to be chosen by the Federal Minister for Foreign Affairs of the Republic of Austria and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of either Organization or the Government.

Article III

This Agreement shall cease to be in force with respect to the International Atomic Energy Agency or the United Nations if the respective Headquarters Agreement ceases to be in force. In that event the remaining parties shall consult to determine whether this Agreement shall continue in force for them, subject to any necessary amendments.

Article IV

This Agreement shall enter into force on the first day of the third month following the day the Government has notified the Organizations that the necessary constitutional conditions for entry into force have been fulfilled.

DONE at Vienna, in triplicate, in the English and German languages, both texts being equally authentic, on this nineteenth day of January one thousand nine hundred and eighty-one.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

For the UNITED NATIONS:

(signed) Helmut Debatin
Under-Secretary-General
for Administration,
Finance and Management

For the REPUBLIC OF AUSTRIA:

(signed) Willibald P. Pahr

Article II

Any dispute between the Organizations on the one hand and the Government on the other concerning the interpretation or application of this Agreement, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be chosen jointly by the executive heads of the Organizations, one to be chosen by the Federal Minister for Foreign Affairs of the Republic of Austria and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of either Organization or the Government.

Article III

This Agreement shall cease to be in force with respect to the International Atomic Energy Agency or the United Nations if the respective Headquarters Agreement ceases to be in force. In that event the remaining parties shall consult to determine whether this Agreement shall continue in force for them, subject to any necessary amendments.

Article IV

This Agreement shall enter into force on the first day of the third month following the day the Government has notified the Organizations that the necessary constitutional conditions for entry into force have been fulfilled.

DONE at Vienna, in triplicate, in the English and German languages, both texts being equally authentic, on this nineteenth day of January one thousand nine hundred and eighty-one.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

For the UNITED NATIONS:

(signed) Helmut Debatin
Under-Secretary-General
for Administration,
Finance and Management

For the REPUBLIC OF AUSTRIA:

(signed) Willibald P. Pahr

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE UNITED
NATIONS AND THE REPUBLIC OF AUSTRIA REGARDING THE ESTABLISHMENT AND
ADMINISTRATION OF A COMMON FUND FOR FINANCING MAJOR REPAIRS AND
REPLACEMENTS AT THEIR HEADQUARTERS SEATS AT THE
VIENNA INTERNATIONAL CENTRE

BEARING IN MIND that the International Atomic Energy Agency (hereinafter referred to as "the IAEA") and the United Nations (hereinafter referred to as "the UN") and the Federal Government of the Republic of Austria (hereinafter referred to as "the Government") are desirous of establishing a common fund for the purpose of meeting the expenses for major repairs and replacements at the headquarters seats of the organizations at the Vienna International Centre;

The International Atomic Energy Agency, the United Nations and the Republic of Austria (hereinafter referred to as "the Parties") have agreed as follows:

Article 1

The Parties hereby establish a common fund, for the purpose of meeting the cost of major repairs and replacements of buildings, facilities and technical installations, which are the property of the Government and form part of the headquarters areas defined in the Agreements regarding the common headquarters areas and the respective headquarters seats of the IAEA, and the United Nations Industrial Development Organization and other offices of the UN dated respectively 28 September, 20 September and 28 September 1979.

Article 2

(1) Having due regard to the principles:

- (a) that the IAEA and the UN shall be responsible at their own expense for the orderly operation and adequate maintenance of the buildings and facilities forming part of the headquarters areas, and of installations located therein; for minor repairs and replacements for the purpose of keeping them in good working order; and for any repairs and replacements which may be made necessary by faulty operation and inadequate maintenance; and
- (b) that the Government shall carry out at its own expense repairs and replacements of buildings, facilities and installations made necessary by force majeure or by faulty material, design or labour used within the responsibility of the Government in their construction;

a repair or replacement shall be deemed:

- (i) to be major if it is of a non-recurring nature, taking into account also its cost, and has the effect of renewing or significantly extending the life span of main elements of buildings, facilities and technical installations forming part of the headquarters areas;
- (ii) to be minor if it is of a recurring nature and is required in order to ensure, during the life span, the good working order of buildings, facilities and technical installations forming part of the headquarters areas.

(2) For the purposes of this Article the IAEA, the UN and the Government shall agree on a provisional list of main elements [8] which they may modify in the light of experience.

Article 3

(1) Each Party shall contribute US \$33 333 to the common fund in each calendar year, to be paid in January.

(2) Disbursements made for major repairs and replacements during any calendar year shall be reimbursed into the fund in equal shares by the Parties during the subsequent calendar year, provided that

- (a) neither the IAEA nor the UN shall be required in respect of any one calendar year to make a total payment under this and the preceding paragraph in excess of US \$225 000 each, and
- (b) the Government may deduct from the amount to be paid as its share under this paragraph any amount that it has paid by way of advance in the previous year under paragraph (3).

(3) The Government shall advance that portion of the cost of major repairs and replacements carried out in any one calendar year which exceeds the amount available from the common fund in that year. The advance shall be paid to the common fund in the year in which such cost is incurred.

In any event, the Government shall be financially liable to meet that portion of the cost, in any one calendar year, which may exceed the financial liability of the IAEA and the UN.

(4) Income earned by investment of funds comprising the common fund and miscellaneous income, such as discounts and possible donations, shall accrue to the common fund and shall be available for the purpose referred to in Article 1.

[8] Reproduced in part VI.

Article 4

The common fund shall become operative on 1 January 1981.

Article 5

(1) The authority over the common fund shall be vested jointly in the Parties. A Joint Committee shall administer the common fund.

(2) The Committee shall in particular decide, on the basis of criteria given in Article 2 above, on whether a repair or a replacement shall be considered as a major repair or replacement to be charged to the common fund. Furthermore, upon the request of any Party, the Committee shall decide, on technical and economic grounds, on whether a repair or, alternatively, a replacement affecting the common fund shall be undertaken. The Committee shall also decide on investment of the common fund, the procedure for making dispositions from the fund and for accounting.

(3) The Committee shall consist of one representative of each of the Parties, who may be accompanied by advisers.

(4) The Committee shall establish its own rules of procedure. Decisions shall require the consent of all the Parties.

Article 6

Disputes arising from the administration of the common fund as well as from the interpretation or implementation of this Agreement shall be settled in the same manner as provided for in the Agreement between the International Atomic Energy Agency and the Republic of Austria Regarding the Headquarters of the International Atomic Energy Agency dated 11 December 1957, and in the Agreement between the United Nations and the Republic of Austria Regarding the Headquarters Seat of the United Nations Industrial Development Organization and other United Nations offices at the Vienna International Centre dated 19 January 1981, respectively.

Article 7

The ceiling on the annual financial liability of the IAEA and the UN specified in Article 3(2)(a) above shall be re-examined by the Parties after five years of operation of the common fund, in the light of experience in the implementation of this Agreement and/or agreed plans for major repairs and replacements.

Article 8

(1) Ten years after the entry into force of this Agreement, the Parties shall review the terms on which the common fund shall continue, with due regard to the principles that there shall be a ceiling on the annual financial liability of the IAEA and the UN and that this ceiling shall be revised.

(2) At that time and at five-yearly intervals thereafter, the Parties shall revise that ceiling, as may be necessary, to take account of experience in the implementation of this Agreement, in particular the actual costs of major repairs and replacements, agreed plans for major repairs and replacements, inflation and currency fluctuations.

(3) This Agreement shall cease to be in force with respect to the IAEA or the UN if the respective headquarters seat agreement dated 19 January 1981 is terminated. In the event of such termination the remaining Parties shall consult to determine whether the Agreement shall continue in force for them, subject to any necessary amendments.

Article 9

This Agreement shall enter into force on 1 January 1981, subject to a notification from the Government to the IAEA and the UN that the procedural requirements under the Austrian constitution have been fulfilled.

DONE at Vienna, in triplicate, in the English and German languages, both texts being equally authentic, on this nineteenth day of January one thousand nine hundred and eighty-one.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

For the UNITED NATIONS:

(signed) Helmut Debatin
Under-Secretary-General
for Administration,
Finance and Management

For the REPUBLIC OF AUSTRIA:

(signed) Willibald P. Pahr

V I

PROTOCOL REGARDING THE PROVISIONAL LIST OF MAIN ELEMENTS REFERRED TO IN
ARTICLE 2, PARAGRAPH (2) OF THE AGREEMENT BETWEEN THE INTERNATIONAL
ATOMIC ENERGY AGENCY, THE UNITED NATIONS AND THE REPUBLIC OF AUSTRIA
REGARDING THE ESTABLISHMENT AND ADMINISTRATION OF A COMMON FUND FOR
FINANCING MAJOR REPAIRS AND REPLACEMENTS AT THEIR HEADQUARTERS
SEATS AT THE VIENNA INTERNATIONAL CENTRE

The following has been agreed to between the representatives of the International Atomic Energy Agency, the United Nations and the Federal Government of the Republic of Austria, on this nineteenth day of January one thousand nine hundred and eighty-one, to constitute the provisional list of main elements for the purpose of Article 2, paragraph (2) of the Agreement of 19 January 1981 [9] between the International Atomic Energy Agency, the United Nations and the Republic of Austria Regarding the Establishment and Administration of a Common Fund for Financing Major Repairs and Replacements at their Headquarters Seats at the Vienna International Centre.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

For the UNITED NATIONS:

(signed) Helmut Debatin
Under-Secretary-General
for Administration,
Finance and Management

For the FEDERAL GOVERNMENT OF THE
REPUBLIC OF AUSTRIA:

(signed) Willibald P. Pahr

[9] Reproduced in part V.

BUILDINGS

Constructions of concrete, steel etc. (structural).^{1/}

Foundations and retaining structures.

Joints (expansion and movements joints).

Cladding elements, incl. fixings and jointing.

Insulations and waterproof membranes.^{2/}

Facades incl. windows.

Fixed partition walls incl. borrowed lights excl. doors, painting, demountable partition walls, borrowed lights.

Permanent finishings to walls and floors incl. panelling.^{2/}

Fire safety compartment walls and floors.

Terraces and roofs incl. waterproofing element and protection, gullies and pipes for drainage, and roof lights.^{2/}

Foundations for machinery and equipment, incl. vibration mountings.

Swinging floors.^{2/}

Double floors for installations.^{2/}

Multishell ceilings.^{1/ 2/}

Gypsum ceilings in wet rooms etc.^{1/}

Suspended false ceilings incl. all types of panelling.^{2/}

Stairs and staircases incl. coverings.

Fabricated metalwork, such as bar grates, fixed iron ladders, louvers.^{1/}

Stainless steel linings.

Casings.

Handrails and balustrades.

-
- ^{1/} All paint work is considered to be maintenance or minor repair or replacement.
^{2/} Considered a major repair or replacement when it involves large areas or large numbers, as for instance part of an agreed replacement programme.
^{3/} Electronic elements are not considered to be main elements.

OUTSIDE ACCOMMODATIONS

Constructions of concrete, steel etc. (structural).^{1/}

Foundation and retaining structures.

Joints (expansion and movement joints).

Insulations and waterproof membranes.^{2/}

Internal and external roadways, pavings, kerbs, safety barriers, footpaths, incl. surfacings (e.g. asphalt covering).^{2/}

Parking places incl. surfacing.^{2/}

Landings and dispersal area.

Grass-roofs' waterproof membranes, insulation.^{2/}

Ditches, trenches, drainages, ductbeds, and fillings.

Underground tunnels, culverts and ducts incl. pipework for water, sewage, surface water drainage, electric cables, fittings, grids, and gratings.

Waterbasins.

Bridges, stairs and ramps, incl. balustrades, and handrails.

Fences.

AIRCONDITIONING SYSTEM

Plant casings.

Airtight doors.

Insulation

Ducts.

Sound mufflers.

Section steel constructions.

Grates and grids.

Fixed louvers.

Vibration dampers.

Induction units excl. flap changing motors.

Induction unit covers.

Filter casings excl. renewable filter elements.

Heating radiators.

Cooling radiators.

Air humidifiers excl. pumps and motors.

Ventilators.

Motors of 7.5 kW capacity or above, excl. bearings, bushings, washers and brushes for motors; V-belts; measuring devices such as thermometers and manometers and ventilator gauges.

HEATING AND WATER TREATMENT SYSTEM

Piping and distributing systems.

Section steel constructions.

Flanges and mounting brackets for pipes incl. fixings.

Compensators.

Vibration dampers.

Insulation.

Storage vessels (expansion tanks, etc.).

Induction unit covers.

Motorized valves excl. motors for operation of valves, and all packings (washers).

Radiators and convectors.

Hot to warm water exchangers.

Valves excl. packings and washers.

Filter casings excl. renewable filter elements.

Pumps with motors excl. motors below 7.5 kW capacity.

Motors of 7.5 kW capacity or above, excl.

- Bearings, bushings, washers and brushes for motors,
- Measuring device such as thermometers and manometers,
- Devices for internal measuring of consumption.

SANITARY INSTALLATIONS

Service piping and distributing system.

Waste and drainage pipework.

Valves, gullies, and traps excl. packings and washers.

Bolted pipe joints.

Section steel constructions.

Flanges and mounting brackets for pipes with fixings.

Compensators.

Vibration dampers.

Insulation.

Storage vessels (expansion tanks etc.) and float valves excl. those of the WC units.

Water treatment equipment excl. renewable chemicals.

Air-vessels.

Warm water heat exchangers.

Filter casings excl. renewable filter elements.

Motorized valves excl. motors for operation of valves, packings and washers.

Pumps with motors excl. motors below 7.5 kW capacity.

Motors of 7.5 kW capacity or above, excl.

- Bearings, bushings, and brushes for motors,
- Measuring devices such as thermometers and manometers,
- Devices for internal measuring of consumption.

Note: WC suites, wash basins, sinks, etc. incl. taps in wet rooms, kitchens and restaurants are excluded.

WATER MAINS, SEWERAGE SYSTEMS, FOUNTAIN, AND OUTSIDE WATERING

at

Piping and distributing systems.

Section steel constructions.

Flanges and mounting brackets for pipes incl. fixings.

Compensators.

Vibration dampers.

Insulation.

Storage vessels.

Valves.

Motorized valves excl. motors for operation of valves, packings and washers.

Pumps with motors excl. motors below 7.5 kW capacity.

Drainage pipes, fittings and inspection chambers.

Petrol interceptors and grease traps.

Hydrants, and dry riser mains.

Fountain pipework.

Sewage ejectors and pumps excl. motors below 7.5 kW capacity,

- Bearings, bushings, washers and brushes for motors,
- Measuring devices such as thermometers and manometers,
- Devices for internal measuring of consumption.

ELEVATORS^{3/}

The structure and permanent finishings and fixtures of the machine room, generator room, elevator shaft, pit and landings, incl. lobby panels, permanent decor and trim to openings, and shaft ventilation grilles, excl. . carpets and renewable decorative treatments.

DC hoisting motors (7.5 kW capacity or above) and traction sheaves, excl. motor bearings, bushings and brushes as well as the periodic adjustment of traction sheaves.

AC hoisting motors (7.5 kW capacity or above) (via worm drive gear driving traction sheaves).

DC generating plant

Elevator hoisting machinery and braking mechanisms excl. brake linings.

Hand winding gear complete with attachments.

Guide rails, fixing brackets and clips for elevator car and counter balance.

Elevator car and counter balance buffer equipment.

Car frame and platform.

Car enclosures and permanent finishings excl. floor coverings and renewable decorative finishings.

Emergency escape panel and locking devices.

Landing car doors with top hangers and bottom track excl. top hangers.

ESCALATORS

Structure of machinery chambers, landings and track supports excl. light fittings and power sockets for maintenance purposes, replacement of light bulbs.^{1/}

Balustrading, skirting boards and deck boards incl. fixings. ^{1/}

Handrails, track and entry and exit guard fittings excl. rubber rolling handrails.

Escalator driving machinery excl. bearings, bushings, brushes.

Motors of 7.5 kW capacity or above.

DOCUMENTS CONVEYOR SYSTEM^{3/}

Vertical shafts, ducts, casings and permanent trim and finishings to all openings.

All supporting framework and fixings.

Electric motors of 7.5 kW capacity or above incl. all cabling, excl.
motor drive chains, bearings, bushings and brushes.

Side rails and guides to horizontal tracks.

Loading station collecting frames.

FACADE CLEANING EQUIPMENT

Main hoisting vehicle complete with Davit arms, driving and steering wheels.^{1/}

Vehicle driving motors and gears, and linkage to driving wheels.

Hoisting motor and drum gears, multiplying and diverting pullies and sheaths.

Motors of 7.5 kW capacity or above excl. bearings, bushings and brushes, ropes, rolls and chains.

Locating rails (inside parapet) and fixings.

Fixed and portable vertical tracks and brackets incl. fixings to main structure.

Cradle frame, platform and claddings.^{1/}

Brackets for guide rollers excl. replacement of guide rollers (plastic).

ROLLER SHUTTER DOORS

Mounting brackets and fixings.

BARRIERS AND GATES

Gates, boom poles with counter balances, stop posts, pivot mountings and fixings,
incl. metal underlacing.^{1/}

Protective casings.^{1/}

Cabling, conduits, and ductwork.

GARBAGE DISPOSAL SYSTEM

Vertical chutes and branches, incl. supporting structures and top venting grilles.

Disposal hoppers, frames and fittings.

Garbage containers.

Garbage room structures, and permanent finishings and fittings. ^{1/}

HIGH VOLTAGE AND LOW VOLTAGE INSTALLATIONS

Cables and protective equipment between utility transfer station and substation on VIC site.

Underground ductwork, chambers, cables, racking, end seals, and markers.

Substations

Main enclosing structure, plinths and cable racking excl. renewable decorative treatments.

Transformer equipment.

Intake control switchgear, busbars/cabling and cabinets, excl. renewable contactor surfaces, and sub-metering equipment.

Feed control switchgear, pillars busbars/cabling and cabinets.

Connections and earthing between switchgear, transformer, and feeders.

Rising Mains and Feeders

Vertical and horizontal ducts, cable holders, and racking.

Cable or busbar feeders and earths.

Floor or plant supply distribution equipment and cabinets, excl. renewal of defective fuses, or single worn contactors.

Cable protection tubes, joint boxes, and ductways for power and lighting circuits on surface or within wall and floor structures.

Cabling to all plant, equipment, and fittings.

Light fittings, track, and fixings, excl. renewal of tubes, starters, pull cords.

Emergency Power Supply

Fuel tanks, pipework, valves and gauges, excl. pumps, packings and washers.

Fuel tank bindings, supporting structures, and fixings.

Diesel engine and fixings excl. normal service parts, such as air and fuel filter elements.

Engine cooling and exhaust systems.

Plinths, vibration and acoustic mountings and treatments.

Alternator.

Ducts, pipework and casings.

External lighting incl. security lighting, signs, and similar installations.

Underground ducts, conduits and markers.

Cabling to lighting standards and fittings.

Lighting masts, excl. renewable decorative surfaces (painting).

Light fittings excl. renewable bulbs, tubes and starters.

Fixing brackets, surface conduits and surface mounted fittings.

LIGHTNING PROTECTION AND EARTHING

Air terminal strips, bonding connections to projecting or adjacent metal structures and cables within or above the roof line incl. all bends, joints, clips and fixings.

Discharge devices (protective gaps) to aerials and similar equipment.

Down conductor strips, bonding connections to adjacent metal structures, dissimilar metal contact isolators (aluminium/copper) and all bends, joints, clips and fixings.

Earth termination electrodes and bonding connections to service and waste pipework and fittings within "flashover" zone.

Earth electrode access covers and surrounds.

CENTRAL CONTROL STATION^{3/}

Central control station with internal wiring.

Substations with internal wiring.

Case (power supply unit).

Display panel with internal wiring.

Cable network for:

- Interconnection of central units;
- Display panel;
- Other terminals;
- Substations/various indicators, sensors, etc.

FIRE ALARM SYSTEM

All ducts and conduits for the system.

Cabling for the whole system.

TELEPHONE SYSTEM

Main cable from external exchange to distribution frame.

Racks, bearers and fixings.

Underground ducting, chambers and end seals.

Main frame, sub-frames excl. enclosures.

Wiring circuits and connecting terminals.

Rectifier unit and racks excl. batteries.

Ducts and conduits for distribution to service positions.

TIME CONTROL EQUIPMENT^{3/}

Master clock unit.

INTERCOMMUNICATION EQUIPMENT

Connection cables for:

- Centralized amplifiers;
- Centralized amplifiers/microphones;
- Technicians' cabins/microphones;
- Centralized amplifiers/loudspeakers;
- Central station intercom duplex/intercom station duplex;
- Central station intercom simplex/intercom station simplex;
- Door surveillance central control unit/door sensing contacts.

TELEVISION INSTALLATIONS^{3/}

Coax cable for:

- Antenna (roof)/room of technical base station;
- Central station/outlet;
- Potential lead for picture.

PROJECTION EQUIPMENT

Cable network for:

- Meeting room loudspeakers;
- Remote control installations.

SIMULTANEOUS INTERPRETATION EQUIPMENT

Connection cable for:

- Ceiling microphones excl. cables in double floor;
- Conference officers' microphones;
- Ceiling loudspeakers;
- Potential leads for sound;
- Connection cables for sound.

Letter dated 19 January 1981 from the Director General
to the Austrian Minister for Foreign Affairs

19 January 1981

Sir,

I have the honour to refer to the Protocol between the IAEA, UN and the Federal Government regarding the Provisional List of Main Elements at the VIC which I am signing concomitantly with this letter.

Further I have the honour to advise you that I am signing the above mentioned instrument with the understanding that floor covering and window blinds will be considered as main elements when they are repaired or replaced in large numbers as part of an agreed replacement programme.

Accept, Sir, the assurances of my highest consideration.

(signed) Sigvard Eklund
Director General

His Excellency
The Minister for Foreign Affairs
Ministry of Foreign Affairs
Ballhausplatz 2
1014 Vienna

V I I

EXCHANGE OF LETTERS DATED 19 JANUARY 1981 BETWEEN THE FEDERAL GOVERNMENT
OF THE REPUBLIC OF AUSTRIA AND THE INTERNATIONAL ATOMIC ENERGY AGENCY

Letter from the Austrian Minister for Foreign Affairs
to the Director General

Vienna, 19 January 1981

Sir,

I have the honour to refer to the Agreement signed today between the Republic of Austria, the United Nations and the International Atomic Energy Agency regarding the Establishment and Administration of a Common Fund for Financing Major Repairs and Replacements at their Headquarters Seats at the Vienna International Centre.[10]

The above-mentioned Agreement contains in its Article 6 a provision regarding the settlement of disputes, which reads as follows:

"Disputes arising from the administration of the Common Fund as well as from the interpretation or implementation of this Agreement shall be settled in the same manner as provided for in the Agreement between the International Atomic Energy Agency and the Republic of Austria regarding the Headquarters of the International Atomic Energy Agency dated 11 December 1957, and in the Agreement between the United Nations and the Republic of Austria regarding the Headquarters Seat of the United Nations Industrial Development Organization and other United Nations offices at the Vienna International Centre dated 19 January 1981, respectively."

It is the understanding of the Austrian Government that in the event a dispute is submitted to arbitration in accordance with the above-mentioned provision, the following procedure would apply.

(1) In the event of a dispute involving all parties to the Agreement the same procedure regarding composition of the tribunal would apply as is provided for in Article II of the Agreement between the Republic of Austria, the United Nations and the International Atomic Energy Agency regarding the Headquarters Area Common to the United Nations and the International Atomic Energy Agency at the Vienna International Centre signed today.

Dr. Sigvard Eklund
Director General
International Atomic Energy Agency
Vienna

[10] Reproduced in part V.

(2) In the event of a dispute between the Republic of Austria on the one hand and the United Nations or the International Atomic Energy Agency on the other, the procedure laid down respectively in Article XIII of the Agreement between the Republic of Austria and the United Nations regarding the Headquarters Seat of the United Nations Industrial Development Organization and other United Nations offices at the Vienna International Centre signed today and in Section 51 of the Agreement between the Republic of Austria and the International Atomic Energy Agency regarding the Headquarters of the International Atomic Energy Agency signed 11 December 1957, would apply.

If the foregoing is acceptable to the International Atomic Energy Agency I have the honour to propose that this note and your note of confirmation shall constitute an agreement between the Republic of Austria and the International Atomic Energy Agency, subject to a notification to you that the procedural requirements under the Austrian constitution have been fulfilled.

A similar note is being sent to the United Nations.

Accept, Sir, the assurances of my highest consideration.

(signed) Willibald P. Pahr

Letter from the Director General to the Austrian Minister
for Foreign Affairs

19 January 1981

Sir,

I have the honour to refer to your note of 19 January 1981, which, in the English language, reads as follows:

"I have the honour to refer to the Agreement signed today between the Republic of Austria, the United Nations and the International Atomic Energy Agency regarding the Establishment and Administration of a Common Fund for Financing Major Repairs and Replacements at their Headquarters Seats at the Vienna International Centre.[10]

"The above-mentioned Agreement contains in its Article 6 a provision regarding the settlement of disputes, which reads as follows:

'Disputes arising from the administration of the Common Fund as well as from the interpretation or implementation of this Agreement shall be settled in the same manner as provided for in the Agreement between the International Atomic Energy Agency and the Republic of Austria regarding the Headquarters of the International Atomic Energy Agency dated 11 December 1957, and in the Agreement between the United Nations and the Republic of Austria regarding the Headquarters Seat of the United Nations Industrial Development Organization and other United Nations offices at the Vienna International Centre dated 19 January 1981, respectively.'

His Excellency
Dr. Willibald Pahr
Minister of Foreign Affairs
Ministry of Foreign Affairs
Ballhausplatz 2
A-1014 Vienna

It is the understanding of the Austrian Government that in the event a dispute is submitted to arbitration in accordance with the above-mentioned provision, the following procedure would apply.

(1) In the event of a dispute involving all parties to the Agreement the same procedure regarding composition of the tribunal would apply as is provided for in Article II of the Agreement between the Republic of Austria, the United Nations and the International Atomic Energy Agency regarding the Headquarters Area Common to the United Nations and the International Atomic Energy Agency at the Vienna International Centre signed today.

(2) In the event of a dispute between the Republic of Austria on the one hand and the United Nations or the International Atomic Energy Agency on the other, the procedure laid down respectively in Article XIII of the Agreement between the Republic of Austria and the United Nations regarding the Headquarters Seat of the United Nations Industrial Development Organization and other United Nations offices at the Vienna International Centre signed today and in Section 51 of the Agreement between the Republic of Austria and the International Atomic Energy Agency regarding the Headquarters of the International Atomic Energy Agency signed 11 December 1957, would apply.

"If the foregoing is acceptable to the International Atomic Energy Agency I have the honour to propose that this note and your note of confirmation shall constitute an agreement between the Republic of Austria and the International Atomic Energy Agency, subject to a notification to you that the procedural requirements under the Austrian constitution have been fulfilled.

"A similar note is being sent to the United Nations."

I have the honour to confirm that the above-mentioned proposal is acceptable to the International Atomic Energy Agency and that your note and this reply shall constitute an agreement between the International Atomic Energy Agency and the Republic of Austria.

Accept, Sir, the assurances of my highest consideration.

(signed) Sigvard Eklund
Director General