



International Atomic Energy Agency

**INFORMATION CIRCULAR**

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**THE TEXT OF THE PROJECT AGREEMENT BETWEEN THE AGENCY  
AND MEXICO REGARDING ARRANGEMENTS FOR THE TRANSFER OF  
RADIODIAGNOSTIC EQUIPMENT**

The text <sup>1)</sup> of the Project Agreement between the Agency and the Government of Mexico Regarding Arrangements for the Transfer of Radiodiagnostic Equipment is reproduced in this document for the information of all Members. The Agreement entered into force on 18 August 1967.

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

**PROJECT AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC  
ENERGY AGENCY AND THE GOVERNMENT OF THE UNITED  
MEXICAN STATES REGARDING ARRANGEMENTS FOR THE  
TRANSFER OF RADIODIAGNOSTIC EQUIPMENT**

WHEREAS the Government of the United Mexican States (hereinafter called "Mexico"), desiring to set up a radiodiagnostic service in the University City of the Federal District of Mexico, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing radioisotopes and radiodiagnostic equipment therefor;

WHEREAS the Governments of the People's Republics of Bulgaria and Poland (hereinafter respectively called "Bulgaria" and "Poland") have offered to make available to the Agency free of charge equipment for a radiodiagnostic laboratory;

WHEREAS Mexico has informed the Agency that the equipment offered by Bulgaria and Poland would meet its needs;

WHEREAS Bulgaria and Poland have informed the Agency of their readiness, pursuant to a decision by the Board of Governors of the Agency, to deliver that equipment to Mexico; and

WHEREAS the Board of Governors of the Agency approved the project on 28 September 1966 and authorized the Director General to conclude with Mexico a Project Agreement;

The Agency and Mexico hereby agree as follows:

**ARTICLE I**

Section 1. The Agency will facilitate arrangements for the transfer to Mexico of the radiodiagnostic equipment (hereinafter called the "supplied equipment") offered by Bulgaria and Poland.

Section 2. The supplied equipment will be installed in the Faculty of Medicine of the National University of Mexico.

**ARTICLE II**

Section 3. The arrangements for the delivery and installation of the supplied equipment will be made between Mexico and Poland, acting on behalf of Bulgaria and Poland. These arrangements shall provide:

- (a) That title to the supplied equipment shall pass directly from Poland, acting on behalf of Bulgaria and Poland, to Mexico (or the designated organ of either) upon the dispatch of the supplied equipment from Poland;
- (b) That the transportation of the supplied equipment from Poland to Mexico shall be, as far as possible, subject to the Agency's Regulations for the Safe Transport of Radioactive Materials <sup>2)</sup>; and
- (c) For the settlement of any disputes between Mexico and Poland, acting on behalf of Bulgaria and Poland.

**ARTICLE III**

Section 4. Mexico undertakes that the supplied equipment shall not be used in such a way as to further any military purpose.

2) Safety Series No. 6, 1967 Edition (STI/PUB/148).

#### ARTICLE IV

Section 5. The health and safety measures applicable to the project shall be those set forth in Agency document INFCIRC/18 (hereinafter called the "health and safety document").

Section 6. Mexico shall apply to operations involving the supplied equipment the Agency's Basic Safety Standards<sup>3)</sup> and shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's Codes of Practice.

Section 7. Mexico shall submit the reports specified in paragraphs 25(a), 26 and 27 of the health and safety document.

Section 8. The Agency shall be given the opportunity to carry out an inspection after the supplied equipment has been installed and before it is put into operation, and may also carry out special inspections under the circumstances specified in paragraph 32 of the health and safety document.

Section 9. Mexico shall apply the relevant provisions of the Annex to Agency document GC(V)INF/39 and of the Agreement on the Privileges and Immunities of the Agency<sup>4)</sup> to the Agency's inspectors and to any property used by them in performing their functions.

#### ARTICLE V

Section 10. Pursuant to paragraph B of Article VIII of the Statute of the Agency, Mexico shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency with respect to this project.

Section 11. The Agency does not claim any right in any inventions or discoveries arising from the implementation of the project. The Agency may, however, be granted licences under any patents upon terms to be agreed.

#### ARTICLE VI

Section 12. The Agency shall at no time bear any responsibility for the transfer, the installation, the safe handling or the use of the supplied equipment, or for any defect in the equipment.

#### ARTICLE VII

Section 13. Any dispute arising out of or relating to this Agreement, which is not settled by negotiations or as may otherwise be agreed, shall be submitted to an arbitral tribunal at the request of either Party.

Section 14. Each Party shall designate an arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, or if within thirty days of the designation of the second arbitrator the third arbitrator has not been elected, either Party may request the President of the International Court of Justice to make the relevant appointment.

Section 15. The arbitral tribunal shall make decisions 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 expenses of arbitration between the Parties, shall be binding on the Parties.

Section 16. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

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3) Safety Series No. 9, 1967 Edition (STI/PUB/147).

4) INFCIRC/9/Rev. 2.

**ARTICLE VIII**

Section 17. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of Mexico.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(*signed*) Upendra Goswami

Vienna

11 August 1967

For the GOVERNMENT OF THE UNITED MEXICAN STATES:

(*signed*) Amalia de Castillo Ledón

Vienna

18 August 1967