

International Atomic Energy Agency

INFORMATION CIRCULAR

INFCIRC/94/Add. 2

14 April 1972

GENERAL Distr.

Original: ENGLISH

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

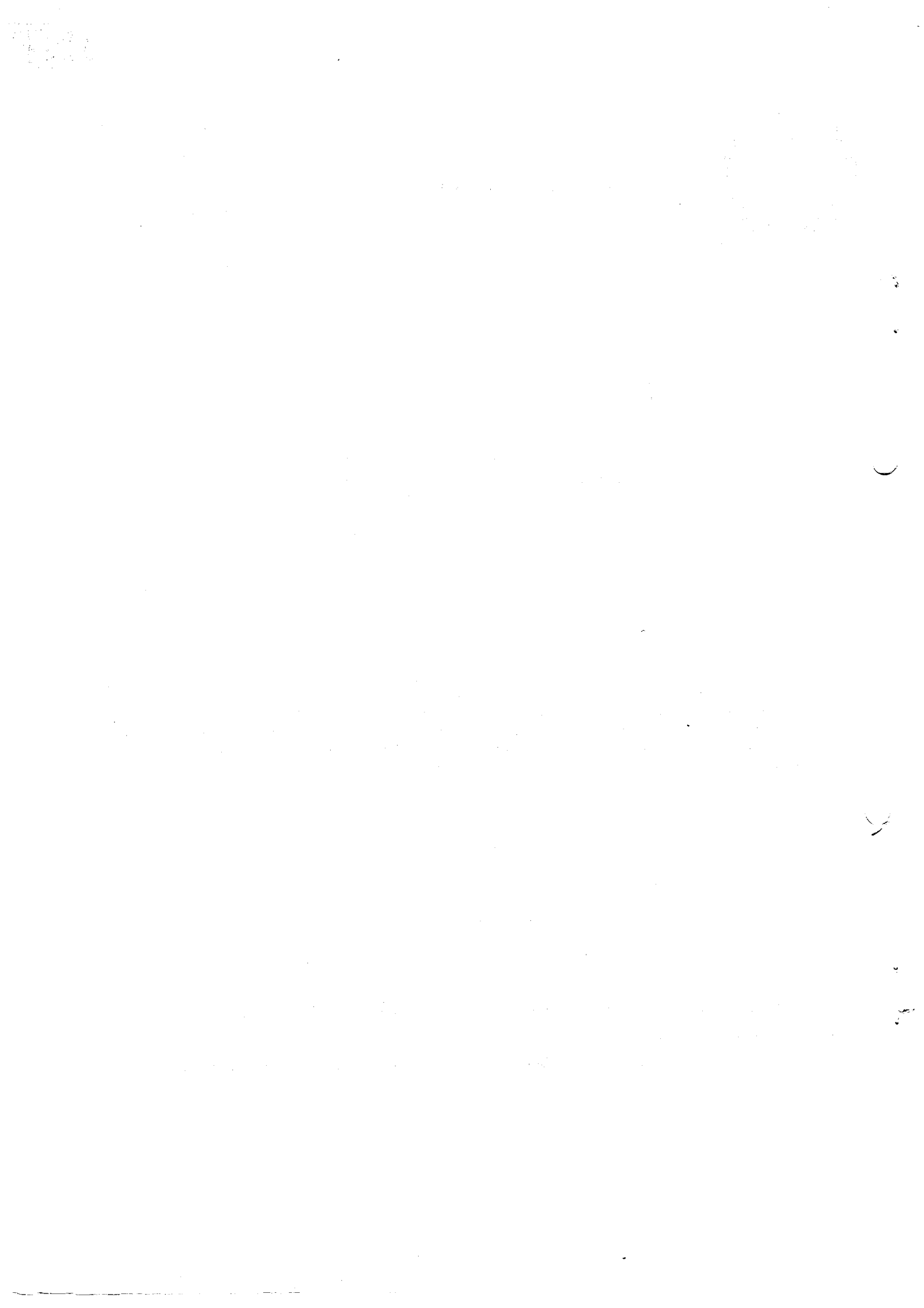
Supplementary Agreements Nos 4, 5 and 6

As a sequel to the assistance which the Agency has provided to the Government of India in furthering projects by the supply of materials [1], three additional Supplementary Agreements to the Master Agreement concerning the provision of that assistance [2] have been concluded between the Agency and the Government. These Supplementary Agreements entered into force on 1 July 1971, 20 August 1971 and 1 October 1971 respectively, and the texts [3] are reproduced herein for the information of all Members.

[1] Pursuant to the agreements reproduced in documents INFCIRC/94 and Add. 1.

[2] INFCIRC/94, part I.

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



I. SUPPLEMENTARY AGREEMENT No. 4 TO THE MASTER AGREEMENT BETWEEN
THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF
INDIA 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 India (hereinafter the "Government") on 9 December 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 certain material therefor; and

WHEREAS the Government of the United States of America has agreed to supply, through its Atomic Energy Commission (hereinafter the "Commission"), 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 of chemical analysis work at the Bhabha Atomic Research Centre at Trombay, Bombay, India.

ARTICLE II

The following material is hereby allocated to the project:

One gram of plutonium standard reference material (hereinafter the "supplied material").

ARTICLE III

The supplied material is to be provided by the Commission in accordance with the terms of the Purchase Request for Special Nuclear Standard Reference Materials No. IAEA/S/47, a copy of which is attached hereto. Except as specifically provided therein and in this Supplementary Agreement, the provisions of the Master Agreement shall apply.

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 INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) André Finkelstein

Vienna, 1 July 1971

For the GOVERNMENT OF INDIA:

(signed) V. C. Trivedi

Vienna, 25 June 1971

FORM NBS-285A (6-64) IAEA/S/47	U.S. DEPARTMENT OF COMMERCE NATIONAL BUREAU OF STANDARDS WASHINGTON, D.C. 20234 U.S.A.					
PURCHASE REQUEST FOR SPECIAL NUCLEAR STANDARD REFERENCE MATERIALS TO BE EXPORTED FROM THE UNITED STATES OF AMERICA						
This form is to be used by the Governments of all countries ordering special nuclear reference materials from the N.B.S. Orders are subject to the terms and conditions on the reverse and are in accordance with the provisions of the Agreement for Cooperation identified below.						
Send completed form in quadruplicate, with shipping method to: Division of International Affairs U.S. Atomic Energy Commission Washington, D.C. 20545, U.S.A.				Order No. Date November 1, 1970		
Name and Address of Requestor: Bhabha, Atomic Research Centre 3rd Floor Mobatta Bldg; Palton Road Bombay 1, India				Ship to (If different from address at left)		
The undersigned certifies that he is authorized by this Government to request the standards ordered here under pursuant to the:						
Agreement for Cooperation for civil uses of atomic energy between the Government of the United States of America and the International Atomic Energy Agency (4)			Effective date of Agreement for Cooperation 1957		Date of expiration of Agreement for Cooperation August 6, 1979	
MATERIALS ORDERED						
NBS Standard Reference Material		Weight percent U-235	Quantity of U or Pu		Unit charge	Total charge
Number	Description		Total grams	Units		
949 C	Plutonium metal		1 gram	1	\$123	\$123
(Empty row)						
This request constitutes a firm order for the above standards and payment of the currently established price is enclosed with this order. (NOTE - All of the above information to be furnished by the requestor.)						
For the International Atomic Energy Agency (signed)			Alfred Spano Acting Director, Division of Nuclear Power and Reactors			
Requestor (signed) V.C. Trivedi			Title Resident Representative of India to the IAEA			
WARNING The requestor signing above must be a duly authorized representative of the purchasing Government.						
Endorsement to the National Bureau of Standards and U.S. Customs: The sale and export of the standard nuclear reference material by this order is approved as being within the Agreement for Cooperation identified above. This is a government-to-government transaction and no export license is required.						
FOR THE U.S. ATOMIC ENERGY COMMISSION						
Authorizing Officer (signed) Dixon B. Hoyle Assistant Director for Supply and Market Development, Division of International Affairs				Date 9 August 1971		

II. SUPPLEMENTARY AGREEMENT No. 5 TO THE MASTER AGREEMENT BETWEEN
THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF
INDIA 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 India (hereinafter the "Government") on 9 December 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 certain material therefor; and

WHEREAS the Government of the United States of America has agreed to supply, through its Atomic Energy Commission (hereinafter the "Commission"), the necessary material;

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

ARTICLE I

The project to which this Agreement relates is the conduct of research on, and development of, the peaceful uses of atomic energy at the Bhabha Atomic Research Centre at Trombay, Bombay, India.

ARTICLE II

The following material is hereby allocated to the project:

100 milligrams of plutonium-242 of isotopic purity greater than 90% (hereinafter the "supplied material").

ARTICLE III

The supplied material is to be provided by the Commission in accordance with the terms of the Master Contract between the Agency and the Commission for Sales of Research Quantities of Special Nuclear Materials, reproduced in Agency document INFCIRC/83, part II, Annex A, and of Supplemental Contract No. 13 thereto, a copy of which is annexed hereto. Except as specifically provided therein and in this Agreement, the provisions of the Master Agreement shall apply.

ARTICLE IV

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.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

Vienna, 20 August 1971

For the GOVERNMENT OF INDIA:

(signed) V. C. Trivedi

Vienna, 6 August 1971

ANNEX

SUPPLEMENTAL CONTRACT No. 13 OF SALE OF RESEARCH
QUANTITIES OF SPECIAL NUCLEAR MATERIALS

The International Atomic Energy Agency (hereinafter referred to as the "Purchaser") agrees to purchase from the United States Atomic Energy Commission (hereinafter referred to as the "Seller"), acting for and on behalf of the United States of America, and the Seller agrees to sell to the Purchaser the following described material pursuant to the terms of the Master Contract for Sales of Research Quantities of Special Nuclear Materials entered into between the Purchaser and the Seller on 20 August 1962 [4].

Item or material:

100 mg of ^{242}Pu 92.55% ^{242}Pu
(Batch 211A)

Deliver to:

A representative of the Government of India, to be designated by that Government to act on behalf of the Purchaser in accepting this material.

Through:

Port of New York.

Delivery date:

As soon as possible and to be indicated by the Seller to the Government of India as well as to the Purchaser.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) C. A. Rennie

24 August 1971

Charges:

The charge for this material \$15.89 per milligram. The Purchaser or the Government of India acting on behalf of the Purchaser, will pay and arrange for the transportation of the material. Nothing in this contract or in the Master Contract referred to above shall obligate the Purchaser to pay any charges or observe any provisions of, or established pursuant to, this contract if the Seller, in accordance with statutory or other authority available to it, determines that such charges, or other provisions are not applicable.

Bill to:

International Atomic Energy Agency

Delivery instructions:

To be provided by the Government of India.

For the UNITED STATES ATOMIC ENERGY
COMMISSION, ACTING FOR AND ON
BEHALF OF THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

(signed) Dixon B. Hoyle

10 September 1971

III. SUPPLEMENTARY AGREEMENT No. 6 TO THE MASTER AGREEMENT BETWEEN
THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF
INDIA 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 India (hereinafter the "Government") on 9 December 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 certain material therefor; and

WHEREAS the Government of the United States of America has agreed to supply, through its Atomic Energy Commission (hereinafter the "Commission"), the necessary material;

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

ARTICLE I

The project to which this Agreement relates is the development of methods of fast neutron spectrum measurements using uranium detector at the Bhabha Atomic Research Centre at Trombay, Bombay, India.

ARTICLE II

The following material is hereby allocated to the project:

Approximately 10 grams of depleted uranium foils containing approximately 400 ppm uranium-235 (hereinafter the "supplied material").

ARTICLE III

The supplied material is to be provided by the Commission in accordance with the terms of the Contract of Sale of Research Quantities of Source Material, No. IAEA/S/52, a copy of which is annexed hereto. Except as specifically provided therein and in this Agreement, the provisions of the Master Agreement shall apply.

ARTICLE IV

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.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY:

(signed) Sigvard Eklund

Vienna, 1 October 1971

For the GOVERNMENT OF INDIA:

(signed) K. P. Fabian

Vienna, 10 September 1971

ANNEX

CONTRACT OF SALE OF RESEARCH QUANTITIES
OF SOURCE MATERIAL

IAEA/S/52

The International Atomic Energy Agency, Vienna, Austria (hereinafter referred to as the "Purchaser") agrees to purchase from the United States Atomic Energy Commission, acting for and on behalf of the Government of the United States of America (hereinafter referred to as the "Seller"), and the Seller agrees to sell to the Purchaser the following described item or material pursuant to the terms and conditions of the Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the International Atomic Energy Agency signed at Vienna May 11, 1959, and as it may be amended or superseded (hereinafter referred to as the "AGREEMENT FOR COOPERATION") [4], and subject to the terms and conditions attached to this Contract as Attachment No. 1 which is hereby made a part of this Contract. The item or material sold hereunder will be used in research studies at the Bhabha Atomic Research Centre in accordance with Supplementary Agreement No. 6 to the Master Agreement between the Agency and the Government of India for the Supply of Materials.

Item or material:

1. Approximately 10 grams of depleted uranium foils containing approximately 400 ppm ^{235}U .
2. Approximate measure of foils is two (2) by four (4) inches by .007 inches.

Ship to:

A representative of the Government of India, to be designated by that Government to act on behalf of the Agency in accepting this material.

Delivery date:

As soon as possible after execution of this Contract.

For the UNITED STATES ATOMIC
ENERGY COMMISSION
ACTING FOR AND ON BEHALF
OF THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA:

(signed) Dixon B. Hoyle

28 September 1971

Charges:

\$16.75 per gram plus \$125 to cover costs of preparation and handling plus transportation costs.

Bill to:

International Atomic Energy Agency
Vienna I, Kärntner Ring
Austria

Shipping instructions:

To be provided by the Government of India acting on behalf of the Purchaser.

For the INTERNATIONAL ATOMIC ENERGY
AGENCY:

(signed) Ole Pedersen

8 September 1971

Attachment No. 1

TERMS AND CONDITIONS

The attached Contract is subject to the following terms and conditions:

1. (a) The Seller shall provide for delivery of the item or material to a commercial carrier, at a location selected by the Seller, for transportation to the Purchaser or a duly authorized representative or designee of the Purchaser. Title to the item or material shall vest in the Purchaser upon delivery to the carrier;
- (b) The application and use of the item or material delivered hereunder shall be the sole responsibility of the Purchaser. After the item or material has been delivered to the carrier, the transport and use of the item or material shall be at the sole risk of the Purchaser, including any loss or damage resulting from the fabrication, packaging or transportation of the item or material;
- (c) Neither the Seller nor the Government of the United States of America makes any warranty, either express, implied or statutory, with regard to the material or its suitability for any particular use or application;
2. Possession by any person within the jurisdiction of the United States of the item or material described hereunder shall be subject to the requirements of the Atomic Energy Act of 1954, as amended, and all applicable rules, regulations and orders of the Seller;
3. All costs of domestic and foreign transportation and delivery, including costs of containers, packaging, handling and storing such material, as well as any other charges set forth in the Contract of which this Attachment is a part, shall be the responsibility of and borne by the Purchaser;
4. The item or material sold hereunder may be furnished by the operator of any of the Seller's facilities. No such operator is authorized to modify the terms of this Contract, waive any requirement thereof, or settle any claim or dispute arising hereunder;
5. Payment shall be made in United States currency within sixty (60) days after date of an invoice which will be sent at or subsequent to the time of the Seller's delivery of the item or material to the Purchaser. The Purchaser shall pay interest at the per annum rate (365-day basis) established from time to time by the Commission for general application to monies due the Commission on all amounts not received by the Commission within sixty (60) days from the date of invoice, such interest to commence on the sixty-first (61st) day from date of invoice;
6. The Seller shall not be liable for any delay resulting from any cause whatsoever in the delivery of the item or material on the date set forth in the Contract of which this Attachment is a part;
7. No member of the Congress of the United States of America, or Resident Commissioner of the United States of America, shall be admitted to or share part of this Sale Contract or any benefit that may arise therefrom;

8. The Purchaser warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Purchaser for the purpose of securing business. For breach of violation of this warranty the Government of the United States shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract prior to consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.