

June 11, 1964

**AGREEMENT BETWEEN THE GOVERNMENT OF INDIA, THE GOVERNMENT OF THE PHILIPPINES AND
THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR A REGIONAL JOINT TRAINING AND RESEARCH
PROGRAMME USING A NEUTRON SPECTROMETER**

Vienna, 11 June 1964

WHEREAS the International Atomic Energy Agency (hereinafter the "Agency"), the Government of India (hereinafter "India") and the Government of the Philippines (hereinafter the "Philippines") desire to promote the development of nuclear science through regional collaboration;

WHEREAS for this purpose India has offered the agency the loan of neutron crystal spectrometer and expert services for its installation, for use in a regional training and research programme;

WHEREAS the Philippines has offered to be host of such a programme and to provide the necessary ancillary facilities for its support;

WHEREAS the Board of Governors of the Agency has on 11 June, 1964 approved the Agency's participation in such a Programme;

Now, THEREFORE, it is agreed as follows :

Article I

The Joint Programme

Section 1

A joint training and research Programme using a neutron crystal spectrometer supplied by India (hereinafter the "Joint Programme") will be established at the Philippine Atomic Research Centre (PARC), Quezon City. The primary purposes of the Joint Programme will be to :

1. Training scientists and technicians from the region in the construction, installation and use of a crystal spectrometer;
2. Conduct research using a crystal spectrometer.

Article II

Contributions of the Parties

Section 2

For the purpose of the Joint Programme India shall provide :

1. A complete working neutron crystal spectrometer together with ancillary mechanical and electronic equipment, during the period this Agreement is in force;
2. The services of a technician to assist in installing and calibrating the apparatus;
3. The services of a senior scientist for at least six months.

Section 3

For the purpose of the Joint Programme the Philippines shall provide :

1. The use of appropriate facilities at PARC where the crystal spectrometer can be installed and used in conjunction with the PRR-1, one thermal megawatt research reactor, which will be operated in accordance with a schedule facilitating experiments under the Programme;
2. The full-time services of a senior scientist to act as Director of the Programme;
3. Auxiliary facilities and services for the Programme and its participants, including the use of local laboratories and workshops and the assistance of technicians;
4. Care and maintenance of the equipment provided by other Governments, including the replacement of expendable parts;
5. Assistance in facilitating the import and re-export, free of customs duties, of equipment for the Programme and in admitting any experts, technicians and fellows participating therein.

Section 4

For the purpose of the Joint Programme the Agency shall arrange for :

1. Payment for the transport and insurance of the equipment provided by India, from Bombay to PARC and back;
2. Payment of the travel costs of and an appropriate allowance to the technician and the scientist to be provided by India;
3. The participation in the Programme, as far as possible at all times after the departure of the scientist to be provided by India, of at least one scientist from outside the Philippines, if possible among any free experts offered to the Programme;
4. Several fellowships annually, at least equal to the number of Governments parties to this Agreement but not exceeding five.

It is understood that any contribution made by the Agency from technical assistance resources shall be provided in accordance with mutatis mutandis , "Revised Standard Agreement" concluded on 27 October, 1954 between the Philippines and the Organizations participant in the Technical Assistance Board. Since the Philippines are party to the Agreement on the Privileges and Immunities of the Agency, Article V.1 of the Revised Standard Agreement is inapplicable; Article III and IV of that Agreement will be implemented as provided for in this Agreement.

Section 5

Other Governments becoming parties to this Agreement may undertake to provide additional equipment, free experts or other services for the purpose of the Joint Programme. Such offers shall be communicated to the Agency together with the notification of acceptance of this Agreement or at any other time, and shall become effective upon their acceptance by the Joint Committee.

Article III

Administration of the Joint Programme

Section 6

There shall be established a committee for the Joint Programme (hereinafter the "Joint Committee"), composed of one representative each of the Agency, India and the Philippines; other Governments parties to this Agreement may also appoint representatives to participate in the work of the Committee in an advisory capacity. The Committee shall meet at least once a year and its principal functions shall be to :

1. Establish each year a programme for training and research in implementation of the Joint Programme;
2. Consider the reports of the Director of the Programme;
3. Make recommendations concerning the recruitment of experts and fellows for the Programme.

Section 7

The Philippines shall, after consultations with the Joint Committee, appoint a Director for the Joint Programme, who shall be responsible for implementing the annual programmes established by the Joint Committee. He shall report at least annually to that Committee.

Article IV

Fellowships

Section 8

Each Government party to this Agreement may nominate scientists and technicians, who meet the standards established by the Joint Committee, to receive training as fellows under the Joint Programme. The Joint Committee shall recommend to the Agency which of the persons nominated should receive fellowships. Fellowships shall be granted by the Agency in accordance with its usual procedures and subject to the approval of the Philippines.

Section 9

Fellows, as well as all other persons working on the Joint Programme, shall be subject to the authority of the Director in technical and scientific matters. Persons receiving fellowships or other payments from the Agency shall not for that reason be considered to be members of its staff.

Article V

Undertaking Against Military Use

Section 10

No part of the Joint Programme or any result thereof shall be used in such a way as to further any military purpose.

Article VI

Health and Safety Measures

Section 11

The Philippines shall apply the health and safety measures specified in the Annex.

Article VII

Liability

Section 12

Every operation in implementation of the Joint Programme shall be carried out under the responsibility of the Philippines and shall be subject to the relevant laws of the Philippines. Neither the Agency nor any other Government shall bear any liability under the Programme.

Article VIII

Information and Rights to Inventions and Discoveries

Section 13

Pursuant to Article VIII.B of the Agency's Statute, all scientific information developed as a result of any assistance extended by the Agency in accordance with this Agreement shall be made available to the Agency without charge.

Section 14

The Agency claims no rights in any inventions or discoveries arising from the Joint Programme. The Agency may, however, be granted licences under any patents upon terms to be agreed.

Article IX

Settlement of Disputes

Section 15

Any dispute arising out of the interpretation or application of this Agreement that is not settled by negotiation within the Joint Committee or as may otherwise be agreed shall on the request of any party to the dispute be submitted to an arbitral tribunal.

Each party to this Agreement, except any party which all parties decide is not concerned in the dispute 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 the "Court") may appoint the necessary number of arbitrators at the request of any party to the dispute. 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 dispute. If within thirty days after the necessary number of arbitrators have been designated or appointed the Chairman or any of the other additional arbitrators have 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.

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.

Article X

Parties, Entry into Force and Duration

Section 16

Any Member State of the Agency in the areas "South Asia" "South East Asia and the Pacific" or the "Far East" may become a party to this Agreement by notifying its acceptance thereof to the Director General of the Agency.

Section 17

This Agreement shall enter into force between the Agency and those States whose Governments have formally notified the Agency of their acceptance, as soon as India and the Philippines have submitted such notifications. With respect to Governments accepting later it shall enter into force on the date of such acceptance.

Section 18

This Agreement shall continue in force for five years, unless terminated upon one year's notice by the Agency, India or the Philippines, or unless extended by mutual agreement.

ANNEX

HEALTH AND SAFETY MEASURES

1. The health and safety measures applicable to the Joint Programme shall be those set forth in Agency document INFCIRC/18 (hereinafter called the "health and safety document"), as specified below.
2. The Philippines shall apply the health and safety standards and measures provided for in the PARC Safety Manual, which incorporates the Agency's Basic Safety Standards, and shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice.
3. The Philippines shall arrange for the submission to the Agency, before the installation of the crystal spectrometer, of the information specified in paragraph 29 of the health and safety document, with reference to operations in implementation of the Joint Programme. The spectrometer should not be used until the Agency has determined that the safety measures, as described in the report, are satisfactory. The Agency may require further safety measures in accordance with paragraph 30 of the health and safety document.
4. The Philippines shall arrange for the submission of the reports specified in subparagraph 25(a) of the health and safety document, the first report to be submitted not later than twelve months after the entry into force of this Agreement. In addition, the reports specified in paragraphs 26 and 27 of the health and safety document shall be submitted.

5. The Agency may make an inspection of the Joint Programme, in accordance with paragraphs 33 to 35 of the health and safety document, when the crystal spectrometer has been installed. Special inspections may be carried out in the circumstances specified in paragraph 32 of that document. The provisions concerning Agency inspectors shall be those set out in the Annex to Agency document GC(V)/INF/39.
6. Changes may be made in the safety standards and measures specified in this Annex in accordance with paragraphs 38 and 39 of the health and safety document.

Comments