

**Contract No. [INSERT NUMBER]**

**between**

**the International Atomic Energy Agency**

**and**

**[INSERT CONTRACTOR'S NAME]**

**concerning**

**the Charter of a fully equipped and staffed Research Vessel for a multi-stop marine expedition on the Adriatic Sea and the Ionian Sea**

This Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and [INSERT CONTRACTOR’S NAME] (hereinafter, including its successors and assigns, referred to as the “Contractor”), whose address is [INSERT ADDRESS]. Hereinafter, the IAEA and the Contractor are also referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the IAEA wishes to charter a Research Vessel fully equipped and staffed as required for a multi-stop marine expedition on the Adriatic Sea and the Ionian Sea (hereinafter referred to as the “Expedition”); and

WHEREAS the Contractor represents that it has the necessary facilities, skill, know-how and resources and is willing and able to provide the Services on the terms and conditions set out herein.

NOW, THEREFORE the Parties hereby agree as follows:

## **Article 1**

### **Definitions**

1. For the purposes of this Contract, words and expressions shall have the same meanings as respectively assigned to them in Annex A (“IAEA General Conditions of Contract”) and Annex B (“IAEA Statement of Work”) to this Contract and as hereunder:
  - a) “**Charter**” means the provision, for the use of the IAEA and for the duration of the Contract, of a Research Vessel equipped with facilities, crew, marine technicians and any other necessary personnel who shall remain the individual contractors of the Contractor for the term of the Contract, by the Contractor who remains the owner and/or operator of the Research Vessel and retains the ownership and risks of its operation;
  - b) “**Participants**” means the persons selected by the IAEA, up to thirteen (13), and present on the Research Vessel to conduct the activities planned within the Expedition under the IAEA Technical Cooperation project RER7015;
  - c) “**Personnel**” means the Contractor’s personnel involved in the navigation and operation of the Vessel including the captain, crew and the marine technicians responsible for sea operation of oceanographic instrumentation and onboard laboratory facilities and any other necessary personnel that may be required for the performance of the Services; and

- d) “**Research Vessel**” means the Vessel provided by the Contractor in accordance with the specifications set out in Annex B (“IAEA Statement of Work”) to this Contract, and in particular, (insert the details of the Research Vessel e.g. the name, registration, classification and call sign of the Research Vessel).

## **Article 2**

### **Scope**

1. The Contractor undertakes to provide to the IAEA a fully equipped and maintained Research Vessel that is fit for purpose and staffed with Personnel that are qualified, competent, and fully licensed for the Expedition, as specified in Annex B (“IAEA Statement of Work”) and Annex C (“Contractor’s Proposal”) (hereinafter referred to as the “Services”) beginning and ending in Split, Croatia, for a period of sixteen (16) days, subject to any changes in the planned duration and Vessel Cruise Plan as may be agreed between the Parties or necessitated by factors beyond the control of either Party.
2. For the entire duration of the Expedition, the Contractor shall ensure the Research Vessel is staffed and equipped with:
  - i. Personnel comprising a captain, full crew and marine technicians in accordance with the IAEA requirements and relevant applicable standards and laws;
  - ii. Fully functioning and staffed sampling and laboratory facilities suitable for the collection and processing of marine samples;
  - iii. Provisions for the Research Vessel including consumables that will be required for the Expedition;
  - iv. Accommodation, meals and training facilities for the Participants in accordance with the IAEA requirements.
3. The Contractor shall retain operational responsibility for the Services, which will be performed strictly in accordance with all applicable national and international regulations, rules, standards and recommended practices.
4. The IAEA shall provide the Contractor with all the relevant information for the performance of the Services and have the right to provide reasonable instructions to the Contractor, as appropriate.

### **Article 3**

#### **Responsibilities of the Contractor**

1. Further to Article 2 (“Responsibility for Employees”) and Article 3 (“Obligations of the Contractor”) of Annex A (“IAEA General Conditions of Contract”), the Contractor shall provide the Services described in Annex B (“IAEA Statement of Work”) and Annex C (“Contractor’s Proposal”).
2. The Contractor shall furnish the Services using its skills and judgement of the highest standard and shall cooperate with the IAEA, including IAEA consultants and agents, in best furthering the interests of the IAEA within the scope of this Contract. Save for the lawful instructions of appropriate governmental authorities bearing on safety and security during the Expedition, the Contractor shall neither seek nor accept instructions from any authority external to the IAEA in connection with the performance of its Services under this Contract.
3. The Contractor shall perform the services under this Contract in good faith and in compliance with the terms and conditions of this Contract, and shall abide by all reasonable instructions of the IAEA. The Contractor shall provide efficient business administration and supervision, and perform the Services in the most expeditious and economical manner consistent with the requirements set forth in this Contract.
4. The Contractor shall be responsible for securing and covering the cost for all wharfage, port dues, pilotage, towage and other charges or taxes customarily charged to the Research Vessel.
5. The Contractor shall provide qualified English-speaking Personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services throughout the duration of the Contract period. Any replacement of the key personnel shall be notified to the IAEA at least two (2) weeks in advance and is subject to prior written approval of the IAEA.
6. The Contractor shall ensure that all its Personnel participating in the Expedition shall neither possess nor use alcoholic beverages or illegal drugs or other controlled substances while on the Expedition, nor shall they board the Research Vessel while under the influence of said substances. The Contractor is obligated to maintain this standard.

7. The Contractor shall maintain the Research Vessel in a fully safe and operative condition, and completely seaworthy for the duration of this Contract, and safely operate the Research Vessel in accordance with applicable international maritime and other relevant regulations, rules, standards and recommended practices.

### **Certificates and Licenses**

8. The Research Vessel provided by the Contractor under this Contract shall carry valid Certificates of Registration issued by the appropriate maritime authority of the country of registration of the Research Vessel showing, inter alia, the nationality or common mark and registration mark, the manufacturer, the serial number and the owner of the Research Vessel. The Certificates of Registration shall be issued in accordance with applicable international maritime regulations, rules, standards and recommended practices.
9. The Research Vessel provided by the Contractor shall also carry valid Certificates of Seaworthiness issued by or rendered valid by the appropriate maritime authority of the country of registration of the Research Vessel showing that the Research Vessel complies with all appropriate seaworthiness requirements. The Certificates of seaworthiness shall be issued or rendered valid under laws and regulations which conform to applicable international maritime regulations, rules, standards and recommended practices.
10. The Research Vessel personnel shall possess valid Certificates of Competency and Licenses issued or rendered valid by the licensing authority of the country of registration of the Research Vessel under laws and regulations which conform to applicable international regulations, rules, standards and recommended practices.
11. The Research Vessel shall submit to the IAEA copies of the Certificates referred to in paragraphs 8, 9 and 10 above, of this Article. Upon the IAEA's request, the Contractor shall submit to the IAEA copies of the Certificates and Licenses.

### **Permits, Notices, Laws and Ordinances**

12. The Contractor shall be responsible for obtaining authorizations from governmental or other authorities and other documents necessary for the performance of the Services under this Contract.
13. The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Services that are obtained upon execution of this Contract and that are legally required at the time the Services are performed.
14. The Contractor shall give all notices required taking into account the nature of the Services.

15. If the Contractor finds that the Services or any part thereof required under this Contract are not in accordance with applicable laws, norm(s), regulation(s), official directive(s), ordinance(s), guideline(s), standard(s), customs and practices applicable to the performance of the Contractor (hereinafter referred to as “Laws and Rules”), or with technical or safety standards, it shall promptly notify the IAEA thereof in writing.

### **Protection of Persons and Property**

16. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Services.
17. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
- (i) all Participants present on the Research Vessel for the Expedition;
  - (ii) the Participants’ equipment brought aboard the Research Vessel and any samples, supplies, equipment, which are under the care, custody or control of the Contractor or any of its subcontractors; and
  - (iii) any third parties that may reasonably be affected by the conduct of the Expedition.
18. The Contractor shall comply with Laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
19. The Contractor shall provide and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
20. When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Services, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
21. In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
22. The Contractor shall promptly remedy all damage and loss to any property, referred to in paragraph 21 above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under paragraph 21 above, except damage and loss attributable to

the acts or omissions of the IAEA or anyone directly employed by it, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Article 8 (“Insurance and Liability”) of Annex A.

#### **Article 4**

#### **Responsibilities of the IAEA**

1. The IAEA shall pay the Contract Price in accordance with the provisions of this Contract.
2. The IAEA is responsible for the costs of transportation and customs clearance of the Participants, their luggage and scientific equipment to the port of embarkation and from the port of disembarkation.
3. The IAEA shall respond promptly to requests for information by the Contractor regarding the Services.
4. Where applicable, the IAEA shall be responsible for obtaining the necessary authorization from the aforementioned States to conduct the scientific research activities within their territorial seas.

#### **Article 5**

#### **Commencement and Completion of the Services**

1. The Contractor shall be available for up to five (5) preparatory meetings (virtual) with the IAEA and the Chief Scientist designated from among the Participants.
2. Eight (8) weeks prior to the commencement of the Expedition, the Contractor shall prepare the Deliverable Data items detailed in Annex B (“Statement of Work”), list of all scientific apparatus and chemicals to be taken aboard and/or to be deployed during the Expedition, an anticipated statement of all scientific operations to be carried out and any other relevant information as required under Annex B (“Statement of Work”).
3. The Chief Scientist in consultation with the IAEA shall at least one month prior to the Expedition, provide the Captain with direction as to the Research Vessel requirements needed to accomplish the scientific mission during the Expedition. The Contractor shall allow the Chief Scientist to inspect all relevant equipment within one (1) week prior to departure to ensure its readiness.
4. The IAEA shall have the right, but not the obligation, to inspect the Research Vessel, and any document pertaining thereto, at any time, including upon arrival of the Research Vessel at the point of embarkation, to ensure compliance with the specifications set out in Annex B (“Statement of Work”). Should there be, in the

opinion of the IAEA, any deficiency which may affect the safety of the Research Vessel and/or its passengers, the IAEA shall notify the Contractor in writing of the deficiency, and the Contractor, at its sole cost and expense, shall remedy such deficiency without undue delay to the satisfaction of the IAEA, before departure.

5. The Contractor shall commence the Services on [INSERT DATE]. The Services shall be completed no later than [INSERT DATE] (hereinafter referred to as the “Completion Date”), unless otherwise agreed in writing between the Parties.
6. In the event that weather conditions not amounting to force majeure events necessitate a change of the Vessel Cruise Plan, the Contractor shall notify the IAEA and agree on an adjustment to the Vessel Cruise Plan prepared in accordance with Annex B (“Statement of Work”). Where such changes involve additional costs to the IAEA, the amount thereof shall be specified.

### **Delays and Extension of Time**

7. If the Contractor is delayed at any time in the progress of the Services by any act or omission of the IAEA, or by changes in the Services ordered by the IAEA, or by any causes beyond the Contractor’s control, or by any other cause which the IAEA determines that justifies the delay, then the time for completion of the Services shall be extended by an amendment to this Contract in accordance with Article 21 (“Modifications”) of Annex A for such reasonable time as the IAEA may determine.

### **Article 6 Operational Changes**

1. The Research Vessel shall at all times be under the exclusive control of the Contractor. The Contractor may cancel, delay or abort any part of the Expedition should the Captain in command determine that to sail would in the circumstances endanger the safety of the Participants, Research Vessel or its crew.
2. The Contractor shall ensure that the costs resulting from any operational changes are kept to a minimum and to the extent possible, the Contractor shall avoid making operational changes that involve additional costs to the IAEA.
3. In the event that any portion of the Expedition is cancelled, delayed or aborted, as provided in paragraph 1 above, the Contractor shall be entitled to payment from the IAEA, on a pro-rata basis, in respect only of the portion of the Expedition already completed prior to the decision to cancel, delay or abort.
4. In the event that the Contractor decides to cancel, delay or abort the Expedition or any portion thereof for any other reasons not directly attributable to the IAEA, including but not limited to reasons of operational difficulties or technical failure of



the Research Vessel, unless otherwise agreed with the IAEA, the Contractor shall not be entitled to payment from the IAEA, and where payment has already been made, the IAEA shall be entitled to full reimbursement of any amounts paid plus the reasonable expenses incurred by the IAEA as a result of such decision. In such event, and at the option of the IAEA, the term of the Expedition may be adjusted pursuant to the provisions of this contract. However, the Participants shall be entitled, during any period of delay and solely at the option of the IAEA to occupy the Research Vessel and in such event for payment to be made as may be agreed between the Parties.

### **Article 7**

#### **Contract Price**

1. The IAEA shall pay to the Contractor, in consideration of the complete, timely and satisfactory delivery of the Services by the Contractor, a Firm Fixed Price of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] (hereinafter referred to as the “Contract Price”).
2. The Contract Price shall also cover all costs and expenses, excluding taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).
3. The Contract Price shall be firm and fixed and shall not be subject to increase. The Contractor shall not perform any work, provide any materials or equipment, or perform any Services which may result in any charges to the IAEA over and above the Contract Price unless such charges have been explicitly authorized in writing by the IAEA prior to their incurrence as per Article 21 (“Modifications”) of Annex A.
4. No taxes are applicable under this Contract.

### **Article 8**

#### **Payment**

1. The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:  
  
[A progress payment schedule based on milestone deliveries may be included in the Contractor’s Proposal (Annex C). PLEASE INSERT “Upon [milestone] the amount of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS]”].

2. The IAEA shall make the payments to the Contractor on the basis of invoices submitted by the Contractor as indicated in this Article. All payments shall be made within thirty (30) days of the receipt and acceptance of the original invoice, provided that the Services have been satisfactorily completed and have been accepted by the IAEA.
3. The making of any payment hereunder by the IAEA shall not be construed as an unconditional acceptance by the IAEA of the Services performed by the Contractor up to the time of such payment.
4. The Contractor shall submit an invoice marked with this Contract number in respect of each agreed payment. Invoices shall be submitted electronically, from the Contractor's official email address in PDF format to the IAEA's electronic address specified in Article 12 ("Points of Contact") below, or through the IAEA iSupplier portal at <https://suppliers.iaea.org>.
5. All invoices shall indicate the amount that is due to be paid by the IAEA and shall indicate any applicable discounts for early payment. Each invoice shall be supported by appropriate documentation to substantiate the invoice. Each invoice shall contain detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT and/or ABA codes for payment by electronic transfer.

## **Article 9**

### **Liability and Indemnification**

1. Prior to the commencement of the Services under this Contract, the Contractor shall obtain, and shall provide and maintain, for the entire duration of this Contract comprehensive insurance coverage to cover all of the Contractor's liability under this Contract.
2. Further to Article 7 ("Insurance and Liability") of Annex A ("IAEA General Conditions of Contract"), it is agreed and understood by the Parties that the obligation of the Contractor to obtain and maintain insurance policies required in accordance with this Contract is an essential term of this Contract and that the IAEA relies on the Contractor to perform such obligation. The Parties further acknowledge and agree that the failure of the IAEA to require strict compliance with all the terms and conditions regarding insurance, as set forth in this Contract, and as evidenced by any Certificates of Insurance, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of this Contract regarding the provision of insurance coverage by the Contractor.

3. The Contractor shall indemnify, hold and save harmless and defend, at its own expense, the IAEA, its officials, agents, servants and employees, from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including their costs and expenses, attorney's fees, settlement payments and damages, arising out of any acts or omissions of the Contractor, or of any Subcontractors or anyone directly or indirectly employed by them in the performance of the Services under this Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property. The Contractor shall also be obligated, at its sole expense, to defend the IAEA and its officials, agents and employees, pursuant to this Article, regardless of whether the suits proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. The obligations under this Article shall not lapse upon termination of this Contract.

### **Article 10**

#### **Intellectual Property Rights and Confidentiality**

1. All data and samples collected using the Contractor's instruments including data collected with third-party instruments availed by the Contractor, is the property of the IAEA.
2. Any material which the Contractor has developed for the IAEA under the Contract and which bears a direct relation to or is produced, prepared or collected in consequence of, or during the course of, the performance of the Contract shall be the property of the IAEA.
3. The Contractor shall ensure availability of the data, samples and any material produced for the IAEA to the IAEA and the Participants for up to six (6) months after the end of the Expedition.
4. The IAEA shall have the right to produce and publish photoplay, video, film, and other promotional materials related to the Expedition.
5. The Parties shall ensure confidentiality of information classified by the other Party as restricted or confidential.

## **Article 11**

### **Data Privacy**

1. Any data that relates to natural persons (“data subjects”) who can be uniquely identified by that data (“the personal data”) transferred by the IAEA to the Contractor, is transferred for the specific purpose of the Contractor’s performance of obligations under the Contract.
2. The Contractor represents that it shall:
  - a) Process personal data only for fair, legitimate and legal purposes (data processing shall be understood as any activity concerning the handling of personal data);
  - b) Process and retain the personal data only as proportionate and necessary for the purpose of performing its obligations under the Contract;
  - c) Take appropriate measures to protect the personal data from unauthorised access and other risks presented by data processing;
  - d) Refrain from transferring the data to a third party, unless the Contractor is satisfied that that third party affords appropriate protection for the personal data; and
  - e) Inform the Agency, upon request, how the personal data has been processed and which rights data subjects enjoy with respect to the personal data.
3. The IAEA represents that it shall:
  - a) Process any personal data received from the Contractor in accordance with its internal policies and for the specific purpose of the performance of its obligations under the Contract; and
  - b) Inform data subjects, upon request, how they may request information regarding processing of their personal data. The IAEA will assess such requests on a case-by-case basis, in accordance with its internal policies.
  - c) This is without prejudice to, and may not be construed as a waiver, either express or implied, of any of the privileges and immunities of the IAEA.

## **Article 12**

### **Points of Contact**

1. Official notices related to the Contract shall be in English and delivered by hand or sent by registered mail, fax or any standard recognized form of electronic communication (such as E-mail, certified electronic mail or any future standard commercial communication method) to the address of the recipient Party defined in the Contract. All communication relating to the execution of this Contract shall be made or confirmed in writing in English to:

**(a) For the IAEA:**

*For Contractual Matters:*

Ms Ajcharawan Yubolkosol  
International Atomic Energy Agency (IAEA)  
Vienna International Centre, P.O. Box 100  
1400 Vienna, Austria  
Tel: +43 (1) 2600 21158  
Fax: +43(1) 2600 7-25992  
Email: [a.yubolkosol@iaea.org](mailto:a.yubolkosol@iaea.org)

*For Invoices and related Enquiries:*

International Atomic Energy Agency (IAEA)  
MTBF General Accounts Payable  
Vienna International Centre, P.O. Box 100  
1400 Vienna, Austria  
Email: [invoices@iaea.org](mailto:invoices@iaea.org)

**(b) For the Contractor:**

[INSERT CONTRACTOR'S NAME]

[INSERT ADDRESS]

Tel: [PLEASE INSERT NUMBER]

Fax: [PLEASE INSERT NUMBER]

Mobile: [PLEASE INSERT NUMBER]

E-mail: [PLEASE INSERT EMAIL]

2. Either Party may change its address above by giving notice in accordance with this Article.

3. Except as provided in paragraph 4 of this Article, any communication in connection with the Contract shall be given as follows:
  - (i) if delivered in person, at the time of delivery;
  - (ii) if by registered mail or courier, when received;
  - (iii) if by fax, when received in legible form; or
  - (iv) if by electronic communication, when retrievable by the IAEA in document form.
4. A communication that is received or becomes retrievable on a non-working day, or after business hours at the seat of the IAEA, will be deemed to have been given on the next working day of the IAEA.

### **Article 13**

#### **Force Majeure**

1. In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the Contractor shall give notice and full particulars in writing to the IAEA of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IAEA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the IAEA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
2. For the purposes of this Contract, the following shall be Force Majeure Events: (i) actual, threatened or reported war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; (ii) act of piracy and/or violent robbery and/or capture/seizure; act of terrorists; act of hostility or malicious damage; (iii) blockade, generally imposed trade restriction, embargo; (iv) act of government or public authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic; (vi) act of God, natural disaster or extreme natural event such as earthquake, landslide, flood, or extraordinary weather condition above Beaufort Sea of 5; (vii) explosion; fire; destruction of equipment; destruction of port facilities; obstruction of waterways; cyber security incident; break-down of transport, communication, information system or power supply; in each case unless caused by negligence of the Affected Party; (viii) general labour disturbance such as boycott, strike and lock-out, occupation of factories and premises; in each case unless limited to the employees of the Affected Party or a

third party engaged by it; or (x) any other similar event or circumstance unless caused by negligence of the Affected Party.

#### **Article 14**

##### **Legal status of the Contractor**

The Contractor has the status of an independent contractor, and shall remain in control of the Research Vessel and shall be responsible for navigation, operation and maintenance of the Research Vessel. The Contractor's personnel shall at all times remain the servants or agents of the Contractor.

#### **Article 15**

##### **Bankruptcy**

Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IAEA may, without prejudice to any other right or remedy it may have under the terms of this Contract, terminate this Contract forthwith by giving the Contractor written notice of such termination.

#### **Article 16**

##### **Contract Documents**

1. The following Annexes shall form an integral part of this Contract:
  - Annex A: IAEA General Conditions of Contract for the provision of Services;
  - Annex B: IAEA Statement of Work together with its Appendices; and
  - Annex C: Contractor's Proposal.
2. All terms and conditions of this Contract shall be interpreted as complementary to each other. Should any ambiguities, inconsistencies, conflicts or discrepancies arise, the following order of priority shall apply:
  - this document; and
  - the Annexes, noting that precedence is given according to the alphabetical order.
3. This document and the Annexes are collectively referred to herein as "the Contract" or "this Contract". Without prejudice to Article 21 ("Modifications") of Annex A, this Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, proposals, agreements, and contracts, whether written or oral, by and between the

Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.

4. Any invoice, receipt or other document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

#### **Article 17** **Entry into Force and Duration**

1. This Contract shall enter into force upon the date of the last signature by the duly authorized representatives of the Parties, and it shall remain in force until the Parties fulfil all their obligations hereunder unless terminated earlier pursuant to the terms of this Contract.
2. This Contract shall be issued and signed in two (2) originals (one original for each Party) in the English language.

#### **Article 18** **Termination**

1. Notwithstanding Article 17 (Entry into Force and Duration), this Contract may be terminated by either Party by giving three (3) months' prior written notice to the other Party. Where notice of termination is given, the Parties shall take immediate steps to bring all joint activities to a close in prompt and orderly manner.
2. Either Party may terminate this Contract for cause upon seven (7) days written notice to the other Party, which notice shall be provided in accordance with this Contract. In the event of termination pursuant to this clause, no costs relating to termination shall be reimbursable by the terminating Party to the other Party.



**FOR The International Atomic Energy Agency:**

**FOR [INSERT CONTRACTOR'S NAME]:**

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(Signature)

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(Signature)

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(Name and Title)

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(Name and Title)

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(Place and Date)

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(Place and Date)