

COMMISSION OF THE EUROPEAN COMMUNITIES

SEC(91) 220 final

Brussels, 12 February 1991

COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

Research agreements with the Chernobyl Centre for International Research

COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

Subject: Research agreements with the Chernobyl Centre for International Research

1. The establishment of a Centre for International Research at Chernobyl was proposed by the Soviet Union to the IAEA in October 1989 "for the purpose of research projects to be conducted on a bilateral or multilateral basis in the area of nuclear safety". The Commission's services have participated in the preparation of this Centre and therein have received the support from the CGC "Radiation Protection" (see Annex I). The Atomic Questions Group has been regularly informed of this development.
2. The "Agreement regarding International Research on the Consequences of the Accident at the Chernobyl Nuclear Power Plant to be carried out at the 'Pripyat' Scientific Centre" (Annex II) was signed by the IAEA, the Soviet Union and the Ukrainian and Byelorussian Republics on 19 September 1990 and will now be implemented by means of "Research Project Agreements". The agreement between the IAEA and the Soviet Union foresees that "Research Project Proposals", after being endorsed by the government of the research institutions or the international organisations, have to be submitted to IAEA for comments. A model "Research Project Agreement" has been elaborated by the IAEA (Annex III).
3. The procedure envisaged by the IAEA foresees "Research Project Agreements" with institutions or international organisations under the umbrella of the IAEA agreement mentioned (under 2). Several "Research Project Agreements" will be needed for the implementation of the different research topics. In view of the important political and scientific implications involved in the co-operation with the Chernobyl Centre, the Commission would like to inform the Council of his intentions in this matter.
4. The Commission intends to sign "Research Project Agreements" in which the structure of Community research, especially in the area of radiation protection, can be made full use of.

The Chernobyl accident represented a major challenge to the international scientific community because it required that the potential radiological consequences of the accident be assessed and advice be given on the introduction of any countermeasures.

As a result of research carried out in the aftermath of the accident, the Community has now learned many facts which would make it more fit to face an accidental release should such an event occur again. However, the large amount of data, especially on transfer of radionuclides, efficiency of countermeasures and consequences to man has not yet been fully exploited and the area around Chernobyl presents unique opportunities for further research into all consequences of the radioactive release. Moreover, Russian scientists have acquired substantial experience in how to deal with such a situation. It is therefore in the interests of the Community to seize the opportunity the Soviet Union is offering through the Chernobyl Centre to carry out joint research into these questions. In this context, one should not forget that this also gives the opportunity to establish closer links between Community and Soviet science and scientists and to develop jointly approaches on how to deal with such emergency situations. The research on the consequences of the accident will be most appropriately carried out in the international framework provided by the IAEA in order to allow also the co-operation with countries from outside the Community. This will thus complement the research on nuclear matters carried out in the framework of the proposed bilateral agreement between the Community and the Soviet Union.

It is intended that the work carried out will also involve other relevant institutes in the Soviet Union. It will consist of research in part performed at the Chernobyl Centre, in part in other Soviet institutions and in part in the Community laboratories, and should involve an exchange of scientists.

5. Topics to be studied jointly by the multi-national structures under the co-ordination of the Commission are in the following areas:
 - a) Transfer of radionuclides through the atmosphere, the terrestrial environment and agricultural products into the human food chain including the development and improvement of transfer models, through semi-natural and natural ecosystems including the effects of the radiation on such ecosystems, and through aquatic ecosystems including the modelling of this behaviour.
 - b) Strategies, practical implementation and the decision criteria for countermeasures after a nuclear accident with respect to agriculture and agricultural food processing, urban environments and natural environments such as forests and aquatic environments.
 - c) Assessment of the consequences to man including diagnosis and treatment of accident victims, assessment of exposure situations and evaluation of long-term consequences.
6. The co-operation with the Chernobyl Centre will be implemented by means of "Research Project Agreements" signed by the Commission in which Community laboratories, in particular those participating in research contracts of the Radiation Protection Research Programme, will be partners. The funding will be on a cost-sharing basis in which the

Soviet Union will participate. The choice of the participants, the definition of the task and the monitoring of the progress will be carried out in consultation with the CGC "Radiation Protection".

- 7. The budget estimated for the research projects amounts to 2 Mio ECU in 1991 (for details see Annex IV). This amount should be taken from the budgetary line B6 8200 and, where appropriate, B4 307.
- 8. The Commission considers Article 101 alinea 3 of the Euratom Treaty the proper legal basis for negotiating such "Research Project Agreements". Pursuant to this provision and in conformity with the procedure set out in the framework of the Atomic Questions Group in 1986, the Commission will keep the Council informed of each individual Research Project Agreement.
- 9. The Commission asks the Council to take note of its intention to participate in the Chernobyl Centre for International Research by way of "Research Project Agreements" to be signed with the Centre under the umbrella of the IAEA. The Commission considers it most desirable that a regular and detailed exchange of information takes place between the bilateral efforts of the Member States and those of the Commission.

Annexes:

- I Opinion of the CGC "Radiation Protection" concerning the Chernobyl Research Centre,
- II Agreement between the IAEA, the Soviet Union and the Ukrainian and Byelorussian Republics "Regarding International Research on the Consequences of the Chernobyl Accident to be carried out at the 'Pripyat' Scientific Centre (The Chernobyl Centre),
- III Model Research Agreement for International Research on the Consequences of the Chernobyl Accident to to be carried out at the 'Pripyat' Scientific Centre (the Chernobyl Centre),
- IV Tentative budget foreseen for 1991

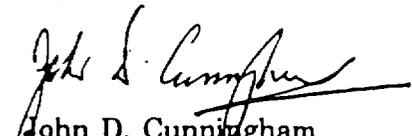
5

**Opinion of the
Management and Coordination Advisory Committee
"Radiation Protection"
Concerning the Proposed Chernobyl Research Center**

During its meeting on 21 March 1990, the Management and Coordination Advisory Committee (CGC) "Radiation Protection" considered the available information on the planned Chernobyl Research Center and the Commission's paper on possible subjects for co-operation with the Center. The CGC:

- takes note of the recommendation of the Atomic Question Group of the Council of Ministers to the Commission to seek the assistance of the CGC in organizing and monitoring the Community participation in the Chernobyl Research Center in order to promote high quality research and rapid exchange of information. The CGC recognizes that the multinational structure of the Community's Radiation Protection Programme will be most effective in obtaining the desired level of coordination and co-operation without, however, excluding bilateral contracts between institutions of Member States and the Center;
- welcomes the possibility given by such a Center to evaluate jointly existing information on the impact of the Chernobyl accident and to improve the scientific basis of preparedness against possible accidents. It also welcomes the inherent possibilities for increasing scientific contacts with experts in the Soviet Union in relation to nuclear safety and radiation protection;
- agrees with the Commission on the various priorities suggested for co-operation. Major areas covered are the environmental and biomedical consequences of the accident and the management of nuclear emergencies. Within these priorities, the CGC is specifically interested in research of radionuclide behaviour in natural and semi-natural ecosystems, countermeasures and accident consequence modelling. It also expresses its strong desire to see cooperation in studies of the epidemiology of persons who either resided or are still living in areas affected by the Chernobyl accident, of the effects of the releases on ecosystems and of the treatment of accident cases including their physical and biological dosimetry and the evaluation of their clinical history;
- feels that the cooperation with the planned Center should not only involve scientists staying at the Center for periods of time but also the exchange of materials and data and the common planning of experiments, some of which could be carried out at the Center and others in Member States' laboratories;
- invites the Commission to take all the necessary steps to obtain the information required to initiate the cooperation, in particular with respect to the financial conditions and the instrumental and scientific infrastructure available. The CGC invites the Commission to prepare projects in the above mentioned fields to be proposed to the Center in the frame of the International Atomic Energy Agency's umbrella agreement with the Soviet authorities. Selected projects are to be implemented through bilateral contracts between the Commission and the Center, or through multilateral contracts involving several institutions.

Brussels, 21 March 1990


John D. Cunningham
Chairman of the CGC
"Radiation Protection"

AGREEMENT REGARDING INTERNATIONAL RESEARCH
ON THE CONSEQUENCES OF THE ACCIDENT AT
THE CHERNOBYL NUCLEAR POWER PLANT TO BE CARRIED OUT AT THE
"PRIPYAT'" SCIENTIFIC CENTRE

WHEREAS the Governments of the Union of Soviet Socialist Republics, the Byelorussian Soviet Socialist Republic and the Ukrainian Soviet Socialist Republic (hereinafter referred to as "the Soviet Parties") have agreed to place the "Pripyat'" Scientific Centre established at Chernobyl (hereinafter referred to as "the Chernobyl Centre") at the disposal of other countries and international organizations for the purpose of research projects to be conducted on a bilateral or multilateral basis in the area of nuclear safety and radiological protection;

WHEREAS it is a function of the International Atomic Energy Agency (hereinafter referred to as "the Agency") to encourage and assist research on, and development and practical application of, atomic energy for peaceful uses throughout the world, and, to foster the exchange of scientific and technical information on peaceful uses of atomic energy;

NOW, THEREFORE, the Soviet Parties of the one part and the Agency of the other part have agreed as follows:

Article I

The Soviet Parties and the Agency shall, in conformity with the Agency Statute, co-operate in the development and promotion of international research projects endorsed by governments or international organizations in accordance with this Agreement (hereinafter referred to as "research projects") and in the dissemination of their results.

Article II

The Soviet Parties and the Agency undertake that research projects implemented under this Agreement shall be used only for peaceful applications of atomic energy.

Article III

The Chernobyl Centre shall provide an administrative and managerial framework, including premises, basic equipment, administrative, operational and maintenance services, as well as such other services and facilities as are specified in individual Research Project Agreements (hereinafter "Project Agreements") referred to in Article V.

Article IV

Within the framework of its programme activities and budgetary appropriations the Agency:

- (i) shall promote research projects and disseminate the results of such research that are of relevance to the Agency;
- (ii) may undertake research activities at the Chernobyl Centre including, inter alia, the organization of meetings and scientific visits.

Article V

Any research project to be implemented at the Chernobyl Centre under this Agreement shall be governed by a Project Agreement concluded between interested institution(s)/international organization(s) and the Chernobyl Centre. Research projects shall be financed on the basis of a cost sharing

formula. Modalities and sources of financing shall be specified in the Project Agreement. Project Agreements shall cover definition of the research project and other relevant financial and administrative arrangements. Project Agreements shall be concluded in accordance with the following procedure:

- (i) Research project proposals shall be endorsed by the Government(s) of the institution(s) or by the international organization(s);
- (ii) Institutions and international organizations shall enter into consultation with the Chernobyl Centre on the feasibility of such research;
- (iii) Research project proposals shall be submitted to the Agency for comments as appropriate; the Agency's comments shall be transmitted to the prospective parties as appropriate;
- (iv) Upon receipt of endorsement referred to in paragraph (i) above and Agency comments, the Chernobyl Centre and the prospective parties to the project shall conclude a Project Agreement;
- (v) The Chernobyl Centre shall communicate the Project Agreement for information to institutions/international organizations parties to other Project Agreements, to the International Scientific Advisory Committee referred to in Article VI, and to the Agency.

Article VI

1. An International Scientific Advisory Committee (hereinafter "the Committee") shall be established; it shall be composed of representatives of the Chernobyl Centre, of the Agency, and of the institutions/international organizations participating in research projects.
2. The Committee shall inter alia make recommendations relevant to the co-ordination of research projects at the Chernobyl Centre and the general orientation of research.
3. The Committee shall be convened by the Chernobyl Centre at least once a year; it shall meet at the Chernobyl Centre or at Agency Headquarters, as appropriate.

Article VII

Without prejudice to the Agreement on the Privileges and Immunities of the International Atomic Energy Agency accepted by the Governments of the Union of Soviet Socialist Republics, the Byelorussian Soviet Socialist Republic and the Ukrainian Soviet Socialist Republic on 1 July 1966, 2 December 1966 and 5 October 1966, respectively, the Soviet Parties shall accord participants and their personnel involved in research projects at the Chernobyl Centre facilities necessary for the performance of their functions, including visas, customs, import and export, and currency exchange facilities in accordance with Soviet law.

Article VIII

Scientific information developed as a result of research work subject to this Agreement at the Chernobyl Centre shall be made available to the Agency in accordance with Article VIII of the Agency Statute.

Article IX

The Chernobyl Centre shall perform medical surveillance as appropriate, of all personnel of the Party/Parties to the Project and maintain records of the results of such surveillance. Such records shall be kept confidential and shall only be released to the individual and his/her employer. The cost for performing medical surveillance shall be shared by the Chernobyl Centre and the Party/Parties to the Project concerned, as defined in the Project Agreement.

Article X

The Agency's safety standards and measures as they may be revised from time to time shall apply in the implementation of each specific Project. Alternatively, the system of safety standards and measures of the Union of Soviet Socialist Republics may be applied provided that it is consistent with that of the Agency.

Article XI

The Soviet Parties shall ensure where applicable that the equipment, installations and materials used for the implementation of the Project(s), shall be accorded, at all times while they are in the territory of the Union of Soviet Socialist Republics, physical protection consistent with, and at the levels not lower than those recommended by the Agency in document INFCIRC/225/Rev.2 entitled "The Physical Protection of Nuclear Material" and as it may be revised from time to time.

Article XII

Any dispute arising out of the interpretation or application of this Agreement shall be settled by negotiation or other procedures agreed to by the Soviet Parties and the Agency. Where the Soviet Parties and the Agency agree to submit the dispute to arbitration, the arbitral tribunal shall be composed as follows: one arbitrator shall be designated by the Soviet Parties, one arbitrator shall be designated by the Agency, and the two arbitrators so designated shall elect a third, who shall be the Chairman. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the arbitral tribunal. The decisions of the arbitral tribunal shall be binding on the Soviet Parties and the Agency.

Article XIII

1. A single original of this Agreement shall be signed and deposited with the Director General of the Agency who shall provide a certified copy thereof to the Governments of the Union of the Soviet Socialist Republics, the Byelorussian Soviet Socialist Republic and the Ukrainian Soviet Socialist Republic.
2. This Agreement shall enter into force upon signature by the Governments of the Union of Soviet Socialist Republics, the Byelorussian Soviet Socialist Republic and the Ukrainian Soviet Socialist Republic and the Agency.
3. The Soviet Parties may terminate this Agreement by jointly notifying the Agency to that effect in writing; the termination shall become effective six months from the date of the receipt of such notification by the Agency. The Agency may terminate this Agreement by notifying the Governments of the Union of Soviet Socialist Republics, the Byelorussian Soviet Socialist Republic and the Ukrainian Soviet Socialist Republic to that effect in writing; the termination shall become effective six months from the date on which such notification has been received by the three Governments. However, the termination of this Agreement shall not affect the obligations of the Soviet Parties and the Agency under this Agreement with respect to Project Agreements in force at the date of such notification.
4. This Agreement is without prejudice to any other research activities undertaken within the framework or under the auspices of the Chernobyl Centre.

DONE in Vienna on the 21st day of September 1990 in the Russian and English languages, each text being equally authentic.

For the GOVERNMENT OF:

THE UNION OF SOVIET SOCIALIST
REPUBLICS

(signed) V.F. Konovalov

THE BYELORUSSIAN SOVIET
SOCIALIST REPUBLIC

(signed) A.V. Stepanenko

THE UKRAINIAN SOVIET
SOCIALIST REPUBLIC

(signed) Viktor D. Gladush

For the INTERNATIONAL ATOMIC
ENERGY AGENCY

(signed) Hans Blix

MODEL RESEARCH PROJECT AGREEMENT FOR INTERNATIONAL RESEARCH ON
THE CONSEQUENCES OF THE CHERNOBYL ACCIDENT TO BE CARRIED OUT
AT THE "PRIPYAT" SCIENTIFIC CENTRE (THE CHERNOBYL CENTRE)

WHEREAS the Governments of the Union of Soviet Socialist Republics, the Byelorussian Soviet Socialist Republic and the Ukrainian Soviet Socialist Republic and the International Atomic Energy Agency (hereinafter referred to as "the Agency") concluded on 199... an Agreement regarding international research on the consequences of the Chernobyl accident to be carried out at the Pripyat' Scientific Centre (hereinafter referred to as "the Chernobyl Centre"),

WHEREAS the [names of the institution(s) and/or international organization(s) concerned] are interested, on the basis of the above-mentioned agreement, in undertaking research on ...

NOW, THEREFORE, the Chernobyl Centre and the [name of the institution(s) and/or international organization(s) concerned] agree as follows:

Article I

NATURE OF THE RESEARCH PROJECT

The [name of institution(s) and/or international organization(s) concerned] shall carry out jointly with the Chernobyl Centre the Research Project defined in the attached Project Document*, which shall constitute an integral part of this Agreement.

Article II

PEACEFUL USES OF RESEARCH

The Parties undertake to ensure that the results of activities carried out by them under this Agreement are used exclusively for peaceful purposes. To this effect, the Parties shall, inter alia, obtain appropriate assurances from their respective Governments or international organizations which shall be submitted to the Government of the USSR.

Article III

INTELLECTUAL PROPERTY

1. Unless otherwise agreed, copyrights, patents and all other rights of whatever nature in any results obtained in the course of implementing the Project(s) shall vest in the Parties to the Project(s) in accordance with their contributions thereto. In the event of publication and where appropriate in other use of such results, the contribution of the Chernobyl Centre shall be acknowledged.

2. The Parties shall ensure that information provided to the IAEA for publication does not infringe any copyrights law and shall hold the Agency harmless in the event of any claims regarding such infringements.

Article IV

CONFIDENTIALITY OF INFORMATION

The Parties and their personnel shall maintain the confidentiality of any unpublished information made known to them by virtue of their participation in the Project(s).

Article V

USE OF, AND TITLE TO EQUIPMENT, INSTALLATIONS AND MATERIALS

Unless otherwise agreed among the Parties:

(a) any equipment, installations and materials imported in the USSR by the institution(s)/international organization(s) in connection with the Project(s) shall be used only for the purposes of implementation of the Project(s);

(b) the title to the equipment, installations and materials referred to above shall remain vested in the institution(s)/international organization(s) concerned;

(c) upon completion of the Project(s), the equipment, installations and materials referred to in the preceding paragraphs of this Article, shall be exported from the USSR by the institution(s)/international organization(s) concerned as it/they deem(s) it appropriate. The Chernobyl Centre shall not bear any costs for such return or transfer. The costs for any required decontamination of such equipment, installations and material shall be shared by the Parties to the Project as defined in the Research Project Document.

Article VI

RESPONSIBILITY AND LIABILITY

(a) Each Party to the Project shall be responsible for providing health insurance or any other social security scheme in respect of its personnel assigned to the Project(s).

(b) In connection with the implementation of the Projects, the Chernobyl Centre and any other Party to the Project(s) shall:

(i) hold harmless each other against any damage or injury arising out of acts or omissions by their own personnel in connection with the implementation of the Project(s);

(ii) be responsible for any damage or injury arising out of acts or omissions by their own personnel in connection with the implementation of the Project(s);

(iii) be jointly responsible for any damage or injury arising out of joint acts or omissions by their personnel in connection with the implementation of the Project(s).

- 3 -

Article VII

SETTLEMENT OF DISPUTES*

Any dispute arising with respect to the interpretation or application of this Agreement, which cannot be settled through consultations between the parties thereto or by any other means agreed upon by them, may be referred by any party to the dispute to an arbitral tribunal composed as follows: each party to the dispute shall designate one arbitrator and the two arbitrators so designated shall elect a third, who shall be the Chairman. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the arbitral tribunal. The decisions of the arbitral tribunal shall be binding on the parties to the dispute.

Article VIII

AMENDMENTS

This Agreement may be amended by mutual consent of its Parties through the exchange of written communications to that effect.

Article IX

ENTRY INTO FORCE

This Agreement shall enter into force upon signature by its Parties and shall remain in force until completion of the Research Project(s) defined in the attached Research Project Document**, which forms an integral part of this Agreement.

* This mode of arbitration applies to disputes involving two parties. In case of a multilateral research project agreement an appropriate arbitration clause should be agreed upon by the parties to the agreement to take account of disputes that may involve more than two parties.

** See Annex.

ANNEX

The Research Project Document referred to in Articles I and IX shall, inter alia, contain detailed information on the following:

- (i) subject, nature, background, justification of the Project(s) and its/their objectives;
- (ii) implementation plan, including methodology and procedure, programme of work, Project(s) review and time period;
- (iii) management and personnel;
- (iv) financial plan;
- (v) technical and administrative arrangements;
- (vi) equipment, installations and materials;
- (vii) services and facilities provided by the Chernobyl Centre;
- (viii) access to and exchange of data.

Tentative Budget for Co-operation with the Chernobyl Centre 1991

- 1) Transfer of Radionuclides
 - a) Evaluation of resuspension and its avoidance (also including the Institute of Hydrometeorology, Obninsk)
 - b) Transfer of radionuclides in the agricultural environment (also including the All Union Institute for Agriculture in Obninsk)
 - c) Transfer to water bodies, behaviour of sediments (also including the Institute of Hydrobiology, Obninsk)
 - d) Transfer through natural and semi-natural environments (also including the Institute of Animal and Evolutionary Morphology, Moscow).
- 2) Strategies, practical implementation and decision criteria for countermeasures in the agricultural, urban and natural environments
- 3) Consequences to man
 - a) Assessment of doses (also including the Institute of Radiation Medicine in Kiev)
 - b) Assessment and treatment of biological damage
 - c) Epidemiological follow-up, particularly of the intervention teams and concentrating on leukaemia and thyroid disorders (also including various institutes in the Ukrainian and Byelorussian Republics).

The subjects will not all be implemented at once and a start will be made with the subjects 1a, 1b, 2, 3c. This will allow the required initial support for the infrastructure to be spaced. The co-operation will be implemented by support to the infrastructure of the Centre as needed to carry out the joint research projects, by support to exchange of scientists and by cost-sharing support to the participating contractors in the Community.

Support for **infrastructure** (including access to archives, provision of measuring equipment, etc):

1991: 720 kECU

1992: 650 kECU.

Exchange of scientists (approximately 12 months = 50 kECU):

1991: 500 kECU

1992: 500 kECU.

Supportive actions by contractors in the Community:

1991: 780 kECU

1992: to be determined

(+/- 13 man years)

Total: 1991: 2 mio ECU

1992: to be determined.