

No. 5791

**INTERNATIONAL ATOMIC ENERGY AGENCY,
NORWAY and UNITED STATES OF AMERICA**

Contract for the lease of enriched uranium (with annex and reservation by Norway). Signed at Washington, on 16 March 1961, and at Vienna, on 10 April 1961

Official text: English.

Registered by the International Atomic Energy Agency on 15 August 1961.

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE,
NORVÈGE et ÉTATS-UNIS D'AMÉRIQUE**

Contrat pour la location d'uranium enrichi (avec annexe et réserve de la Norvège). Signé à Washington, le 16 mars 1961, et à Vienne, le 10 avril 1961

Texte officiel anglais.

Enregistré par l'Agence internationale de l'énergie atomique le 15 août 1961.

No. 5791. CONTRACT FOR THE LEASE OF ENRICHED URANIUM¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF NORWAY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA. SIGNED AT WASHINGTON, ON 16 MARCH 1961, AND AT VIENNA, ON 10 APRIL 1961

WHEREAS the Government of Norway (hereinafter called "Norway") has proposed to the International Atomic Energy Agency (hereinafter called the "Agency") the carrying out of a joint program of research in reactor physics with the zero power reactor "NORA";

WHEREAS Norway, desiring to set up a project for the peaceful development of atomic energy in connection with the proposed joint research program, has requested the assistance of the Agency in securing from the Government of the United States of America (hereinafter called the "United States") an additional supply of enriched uranium for the joint research program;

WHEREAS the Board of Governors of the Agency, on 3 February 1961, has agreed to the participation of the Agency in the joint research program and has approved the project proposed by Norway;

WHEREAS the Agency and the United States on 11 May 1959 concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"),² under which the United States undertook to make available to the Agency pursuant to its Statute³ certain quantities of special fissionable material; and

WHEREAS the Agency and Norway are this day concluding an agreement for the provision by the Agency of the assistance requested by Norway (hereinafter called the "Project Agreement");⁴

NOW THEREFORE the Agency, Norway and the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the United States, hereby agree as follows :

¹ Came into force on 15 June 1961, upon receipt by the Agency of written notification that the Contract had been approved by the Norwegian Storting, in accordance with the provisions of the reservation made by Norway upon signature.

² United Nations, *Treaty Series*, Vol. 339, p. 359.

³ United Nations, *Treaty Series*, Vol. 276, p. 3; Vol. 293, p. 359; Vol. 312, p. 427; Vol. 316, p. 387; Vol. 356, p. 378, and Vol. 394, p. 276.

⁴ See p. 255 of this volume.

Article I

LEASE OF ENRICHED URANIUM

Section 1. The Commission, subject to the provisions of the Co-operation Agreement, shall lease to the Agency, and the Agency shall lease from the Commission, 1 000 fuel elements (hereinafter called the "supplied material"), the specifications of which are stated in the Annex¹ to this Contract.

Section 2. The Agency shall lease to Norway, and Norway shall lease from the Agency, the supplied material that the Agency leases from the Commission pursuant to section 1.

Section 3. The conditions of the delivery of the supplied material shall be as follows :

(a) Prior to delivery the quantity and enrichment by weight in the isotope U²³⁵ of the uranium in the fuel elements shall be determined by the Commission in accordance with its normal practice and shall be communicated to the Agency and Norway. The Agency and Norway, acting on behalf to the Agency, may, subject to section 28, verify the quantity and enrichment of the supplied material, and test it for conformity to the specifications in the Annex to this Contract.

(b) The Commission shall pack the supplied material for shipment in containers, approved for this purpose by the Agency and Norway, which containers shall in any case meet Commission requirements.

(c) The Commission shall transport and deliver, on or before 1 September 1961, the supplied material to the export at New York. The Commission shall thereupon transfer possession to the Agency or, at the Agency's request and on its behalf, to Norway at the port so specified, and authorize the export of such material. The Agency or, at the Agency's request and on its behalf, Norway shall pay all costs (including, subject to the provisions of sections 9 and 11 (e), the cost of containers and packaging) for inland and overseas transportation and delivery and for storing such material, as well as for physically handling such material in connection with such delivery and transfer; such costs shall not be the responsibility of, nor be borne by the Commission. The Agency or, at the Agency's request and on its behalf, Norway shall accept possession of such material at the designated port of export and shall give an appropriate written receipt therefor.

Section 4. The conditions of the return of the supplied material shall be as follows :

(a) The Agency shall be responsible to the Commission for the return of all the supplied material at or before the date of termination of the leases in

¹ See p. 302 of this volume.

accordance with section 8, in the same form and meeting the same specifications in which it was received, except as provided in section 28.

(b) At or before such date of termination, and subject to giving thirty days' notice to the Agency and the Commission, Norway shall, at the Agency's request and on its behalf, return the supplied material to the Commission in the same form and meeting the same specifications which it was received, except as provided in section 28.

(c) In carrying out its responsibilities as provided in section 4 (b) :

- (i) Norway shall pack the supplied material for shipment in the containers in which it had been delivered or in such other containers as may be approved for this purpose by the Agency and the Commission; and
- (ii) Norway shall return the supplied material to a port entry in the United States of America designated by the Commission after consultation with the Agency and Norway.

(d) Upon arrival of the supplied material at the port of entry the Commission shall authorize the import of such material and accept possession thereof from the Agency or Norway, acting at the request of and on behalf of the Agency, giving an appropriate written receipt therefor.

(e) Prior to return of the supplied material the Agency and the Commission shall, after consultation with each other and with Norway, make arrangements regarding its inland transportation in the United States. It is understood that the Agency or, at the Agency's request and on its behalf, Norway shall pay all costs (including, subject to the provisions of sections 9 and 11 (e), the cost of containers and packaging), for inland and overseas transportation and delivery and for storing such material, as well as for physically handling such material in connection with such delivery and transfer; such costs shall not be the responsibility of, nor be borne by the Commission.

Section 5. Title to the supplied material shall at all times be vested in the United States.

Section 6. The parties may agree that the supplied material be delivered or returned in more than one lot of fuel elements, in which case the provisions of this Contract shall apply, as appropriate, to each such lot separately.

Article II

PERIOD OF LEASES

Section 7. The leases specified in sections 1 and 2 shall commence at the time when, pursuant to section 3, the Agency or, at the Agency's request and on its behalf, Norway accepts possession of the supplied material and they shall

terminate at the time when, pursuant to section 4, the Commission accepts possession upon return of the supplied material. The rights and obligations under this Contract, insofar as not specifically restricted to the period of the leases, shall commence on the entry into force of this Contract and shall, to the extent unfulfilled, extend beyond the termination of the leases.

Section 8. The leases shall extend for a period of two-and-one-half years, unless otherwise mutually agreed by the parties, except that the leases may be terminated, as provided in section 7, at an earlier date by and at the initiative of :

(a) The Agency :

- (i) Under the conditions specified in Articles XII.A.7 and XII.C of its Statute; or
- (ii) If any obligation of the Co-operation Agreement or of this Contract is not fulfilled by the other parties thereto; or
- (iii) Upon termination of the Project Agreement; or
- (iv) After consultation with Norway, in case of any increase in the Use or Consumption Charges pursuant to section 15; or
- (v) At the request of Norway, it being understood that the Agency shall comply with such a request if made under conditions corresponding to those in subparagraphs (ii), (iii), or (iv) above.

(b) The Commission :

- (i) If any obligation of the Co-operation Agreement or of this Contract is not fulfilled by the other parties thereto; or
- (ii) Upon termination of the Project Agreement.

The Agency after consultation with Norway may cancel this Contract before acceptance of possession of any of the supplied material, provided that it notifies the Commission and makes provision for the payment of any Cancellation Charge pursuant to section 11 (f).

Article III

CONTAINERS

Section 9. The Commission and the Agency or Norway, acting on behalf of the Agency, may enter into supplementary arrangements concerning the provision of the containers mentioned in sections 3 (b) and 4 (c). Unless otherwise agreed, the containers shall be supplied by Norway acting on behalf of the Agency.