

No. 6686

**NETHERLANDS
and
EUROPEAN ATOMIC ENERGY COMMUNITY
(EURATOM)**

**Agreement (with Annexes) regarding the installation at
Petten of an Establishment of the Joint Nuclear Research
Centre. Signed at Brussels, on 25 July 1961**

Official text : Dutch.

Registered by the Netherlands on 29 April 1963.

**PAYS-BAS
et
COMMUNAUTÉ EUROPÉENNE
DE L'ÉNERGIE ATOMIQUE (EURATOM)**

**Accord (avec annexes) concernant l'installation à Petten
d'un Établissement du Centre commun de recherches.
Signé à Bruxelles, le 25 juillet 1961**

Texte officiel néerlandais.

Enregistré par les Pays-Bas le 29 avril 1963.

[TRANSLATION — TRADUCTION]

No. 6686. AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM) REGARDING THE INSTALLATION AT PETTEN OF AN ESTABLISHMENT OF THE JOINT NUCLEAR RESEARCH CENTRE. SIGNED AT BRUSSELS, ON 25 JULY 1961

The Government of the Kingdom of the Netherlands (hereinafter referred to as "the Government"), acting on its own behalf and on behalf of the Reactor Centrum Nederland (Netherlands Reactor Centre) (hereinafter referred to as "the R.C.N."), and the Commission of the European Atomic Energy Community (hereinafter referred to as "the Commission") ;

Considering that, by virtue of article 8 of the Treaty establishing the European Atomic Energy Community² (hereinafter referred to as "the Community"), it is incumbent upon the Commission, after consultation with the Scientific and Technical Committee, to set up an Joint Nuclear Research Centre ;

Considering that the Government has proposed to set up in its territory, at a site in Petten adjoining the R.C.N., an establishment of the Joint Nuclear Research Centre ;

Considering that the construction, by the R.C.N., of a high flux reactor is nearing completion ;

Considering that the Commission is desirous of setting up at Petten and vigorously developing a general research establishment of the Joint Research Centre ;

Considering that the Government has expressed the desire that the national effort in the field of nuclear energy should not thereby be impaired and has stated its intention of intensifying the research programme in the Netherlands ;

Have reached agreement on the following provisions :

Article 1

PURPOSE OF THE AGREEMENT

1-1 The Government shall, according to the terms and conditions set out in article 2, make available to the Commission the installations described in annex I³ to this

¹ Came into force on 30 October 1962, the date on which each Contracting Party informed the other that the relevant requirements for the entry into force of the Agreement had been complied with, in accordance with article 19.

² United Nations, *Treaty Series*, Vol. 298, p. 167.

³ See p. 294 of this volume.

Agreement together with the corresponding land as shown also in annex I (hereinafter referred to as "the H.F.R.c.a."), and a site of approximately twenty-five hectares as shown in annex II¹ to this Agreement.

- 1-2 The line A-B-C-D resulting from the delimitation of the sites referred to in the aforementioned annexes may, for the purposes of the co-ordination of the investment programmes referred to in article 4-4, be modified by common agreement of the parties.
- 1-3 To the extent that the development of the Centre so requires, the Government undertakes to make available to the Community suitable polder land situated east of, and so far as possible adjacent to, the sites shown in annexes I and II, and to do so on the same conditions as apply to the said sites.
- 1-4 As soon as this Agreement comes into force, the Commission shall, on the said sites, set up a general research establishment of the Joint Nuclear Research Centre (hereinafter referred to as "the Centre").

Article 2

TERMS AND CONDITIONS OF TRANSFER

- 2-1 Under conditions to be agreed on between the parties, the Kingdom of the Netherlands shall give the site shown in annex II to the community on a long-term lease. The Government shall cause the deed of transfer to be drawn up and recorded in the land register as soon as possible after this Agreement comes into force.
- 2-2 Under conditions to be agreed on between the parties, the Kingdom of the Netherlands shall grant leasehold rights to the Community in respect of the land shown in annex I, together with the installations thereon. The Government shall cause the deed of transfer to be drawn up and recorded in the land register. Whenever the transfer of the H.F.R.c.a. is referred to in this Agreement, such transfer shall be considered to have been effected at the time of its entry in the land register.
- 2-3 The Government guarantees that leasehold rights in respect of that part of the land shown in annex I which does not belong to the Kingdom of the Netherlands shall be granted to the Community under the same conditions as apply to the land belonging to the Kingdom.
- 2-4 The installations belonging to the H.F.R.c.a., the construction of which is completed, may be made available to the Commission by the R.C.N. before the transfer referred to in paragraph 2, under such conditions and on such dates as are determined by common agreement between the Commission and the R.C.N.

¹ See p. 308 of this volume.

- 2-5 For each leasehold right, the Commission shall pay to the Government a consideration of one guilder per annum.
- 2-6 Before the transfer provided for in paragraph 2 is effected or the installations are made available as provided in paragraph 4, the R.C.N. and the Commission shall make a detailed inventory of the installations.
- 2-7 The Government shall take all the necessary steps to ensure that the Commission enjoys the same guarantees as the R.C.N. with regard to the H.F.R.c.a. suppliers.

Article 3

PERFORMANCE BY THE R.C.N.

- 3-1 The R.C.N. shall complete the H.F.R.c.a. and, on its sole responsibility and at its own expense, put it into service.
- 3-2 The technical acceptance of the H.F.R.c.a. and/or its constituent parts shall be effected by the R.C.N.; the representatives of the Commission may, at the Commission's request, be present on that occasion.
- 3-3 During the four-year period following the transfer of the H.F.R.c.a., the so-called "transitional period", the R.C.N. shall be responsible for the technical operation of the reactor as set out in the following paragraph and shall relieve the Commission of all legal liability in respect of third parties.
- 3-4 For the purposes of this article, the term "technical operation" means the normal operation of the reactor necessary for the execution of the irradiation programmes. The programmes shall be proposed by the Joint Commission referred to in article 6 and confirmed by the Commission. The conditions of the technical operation shall be determined by agreement between the Commission and the R.C.N. before the Agreement comes into force.
- 3-5 During the transitional period, the personnel of the Community shall be associated with the technical operation of the reactor under conditions specified by the Joint Commission.

Article 4

ACTIVITIES AND DEVELOPMENT OF THE CENTRE

- 4-1 The Commission shall, in its activities at the Centre, concentrate primarily on the use of the H.F.R.c.a. It shall make the maximum use of these installations.
- 4-2 The Commission shall supply the H.F.R.c.a. with the additional equipment it considers necessary.
- 4-3 The Commission shall construct, within three to five years after the transfer of the H.F.R.c.a., all the installations—both buildings and equipment—necessary for an efficient Centre, as well as premises for instruction, accommodation for visitors and meeting rooms.

- 4-4 In order to avoid all unnecessary duplication, the investments provided in the preceding paragraphs shall be decided on by the Commission after the investment programmes at Petten of the R.C.N. and the Commission have been compared and co-ordinated. The Advisory Liaison Committee referred to in article 8 may submit proposals to the Commission and the Government concerning the said investments.
- 4-5 When so requested by the Commission, the R.C.N. shall undertake the construction of the installation on behalf and for the account of the Community.

Article 5

FINANCIAL PROVISIONS

- 5-1 The operating costs of the H.F.R.c.a. shall be the responsibility of the Commission as from the date of transfer. During the transitional period, these costs shall be proposed to the Commission by the Joint Commission referred to in article 6.
- 5-2 The cost of the investments referred to in article 4, paragraphs 2 and 3, is estimated at 11 million EMA units of account. The said cost shall be borne jointly by the Commission and the Government, provided that the latter's contribution for this purpose shall not exceed an amount of 1 million EMA units of account, i.e., the difference between the total contribution of the Government, fixed at 8 million EMA units of account, and the value of the H.F.R.c.a., determined beforehand at 7 million EMA units of account.

Article 6

JOINT COMMISSION

- 6-1 As soon as this Agreement comes into force, a Joint Commission comprising three representatives of the Commission and three representatives of the R.C.N. shall be established for the duration of the transitional period.
- 6-2 The Joint Commission shall exercise the powers vested in it under articles 3-4, 3-5 and 5-1 of this Agreement.
- 6-3 After the transitional period, technical matters of concern to the contracting parties, and in certain cases to the R.C.N., may be the subject of discussions in one of the sub-committees referred to in article 8-3.

Article 7

PRIORITY OF THE NETHERLANDS PROGRAMME

- 7-1 During the transitional period, the Commission shall give priority in the H.F.R.c.a. programme to the irradiations of the Netherlands programme, which includes the Netherlands-Norwegian projects. The term "Netherlands programme" means everything that is indicated as such by the Government.