

No. 7320

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

**Contract (with annex) for the lease of enriched uranium  
for the NORA Reactor. Signed at Vienna, on 8 April  
1964**

*Official text: English.*

*Registered by the International Atomic Energy Agency on 26 June 1964.*

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

**Contrat (avec annexe) pour la location d'uranium enrichi  
destiné au réacteur NORA. Signé à Vienne, le 8 avril  
1964**

*Texte officiel anglais.*

*Enregistré par l'Agence internationale de l'énergie atomique le 26 juin 1964.*

No. 7320. CONTRACT<sup>1</sup> BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF NORWAY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE LEASE OF ENRICHED URANIUM FOR THE NORA REACTOR. SIGNED AT VIENNA, ON 8 APRIL 1964

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WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of Norway (hereinafter called "Norway") on 10 April 1961<sup>2</sup> signed an Agreement Relating to an Agency Project for Co-operation in carrying out a Joint Program of Research in Reactor Physics with the Zero-Power Reactor "NORA" (hereinafter called the "Project Agreement");

WHEREAS the parties to the Project Agreement are this day concluding an agreement extending the Joint Program;<sup>3</sup>

WHEREAS Norway, in connection with the extension of the Joint Program, has requested the assistance of the Agency in securing from the Government of the United States of America (hereinafter called the "United States") a new supply of enriched uranium; and

WHEREAS the Agency and the United States on 11 May 1959<sup>4</sup> concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"), under which the United States undertook to make available to the Agency pursuant to its Statute<sup>5</sup> certain quantities of special fissionable material;

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

### *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, approximately 1,200 fuel elements (hereinafter called the "supplied material"), the specifications of which are stated in the Annex to this Contract.

<sup>1</sup> Came into force on 8 April 1964, upon signature, in accordance with article XII.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 402, p. 255; and p. 360 of this volume.

<sup>3</sup> See p. 360 of this volume.

<sup>4</sup> United Nations, *Treaty Series*, Vol. 339, p. 359.

<sup>5</sup> United Nations, *Treaty Series*, Vol. 276, p. 3; Vol. 293, p. 359; Vol. 312, p. 427; Vol. 316, p. 387; Vol. 356, p. 378; Vol. 394, p. 276; Vol. 407, p. 263; Vol. 416, p. 342; Vol. 471, p. 333, and Vol. 494.

*Section 2.* The Agency shall lease to Norway, and Norway shall lease from the Agency, the supplied material.

*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  $U^{235}$  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 of 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 approximately 1 October 1964 unless otherwise agreed, the supplied material to the port of 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 transportation within and outside the United States of America and for delivering and storing such material, as well as for physically handling it 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 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 Norway shall, at the Agency's request or on its behalf, and after giving thirty days' notice to the Agency and the Commission, return the supplied material to the Commission in the same form and meeting the same specifications in 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 of 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 within the United States of America. 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 transportation within and outside the United States of America and for delivering and storing such material, as well as for physically handling it 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 Article 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 extended Project Agreement; or
- (iv) After consultation with Norway, in case of any increase, pursuant to Section 15, in the Use or Consumption Charges above the rates indicated in Sections 11 (a) and (b) respectively; 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 extended 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.

### *Article IV*

#### PROVISION OF INFORMATION

*Section 10.* The Commission shall provide the Agency and Norway with unclassified scientific and technical data available to it concerning the supplied material.