

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1958 Nr. 149

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A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Verenigde Staten van Amerika tot samenwerking betreffende het niet-militair gebruik van atoomenergie; Washington, 22 juni 1956*

B. TEKST

De Engelse tekst van de Overeenkomst is geplaatst in *Trb.* 1956, 125.

C. VERTALING

Zie *Trb.* 1956, 125.

D. GOEDKEURING

Zie *Trb.* 1957, 103 en *Trb.* 1958, 35.

G. INWERKINGTREDING

Zie *Trb.* 1958, 35.

J. GEGEVENS

Zie *Trb.* 1956, 125, *Trb.* 1957, 103 en *Trb.* 1958, 35.

Met inachtneming van het bepaalde in artikel 222 van het Verdrag tot oprichting van de Europese Gemeenschap voor Atoomenergie (Euratom) (tekst in *Trb.* 1957, 92) is op 11 september 1958 te Washington, ter uitvoering van de onderhavige Overeenkomst zoals gewijzigd bij de op 3 juli 1957 te Washington gesloten Wijzigingsovereenkomst (tekst in rubriek J van *Trb.* 1957, 103), een pachtovereenkomst inzake speciaal splijtbaar materiaal gesloten tussen

de Regering van het Koninkrijk der Nederlanden en de Commissie inzake Atoomenergie der Verenigde Staten, optredende namens de Regering van de Verenigde Staten van Amerika. De tekst van deze pachtovereenkomst, welke ingevolge haar artikel IX op de dag van ondertekening in werking is getreden, luidt als volgt:

**Lease of special nuclear material**  
**between**  
**the United States Atomic Energy Commission acting on behalf of**  
**the Government of the United States of America**  
**and**  
**the Government of the Netherlands**

The United States Atomic Energy Commission (hereinafter referred to as the "Lessor"), acting on behalf of the Government of the United States of America, and the Government of the Netherlands (hereinafter referred to as the "Lessee"), with respect to the lease of special nuclear materials pursuant to the Agreement for Cooperation between the Government of the United States of America and the Government of the Netherlands Concerning Civil Uses of Atomic Energy, signed on June 22, 1956 as amended, and as it may be further amended or superseded, and subject to all of the terms, conditions, provisions, and guaranties contained therein,

AGREE AS FOLLOWS:

**Article I**

A. The Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor enriched uranium in accordance with Schedule 1 of Appendix "A" attached hereto and in the quantities and enrichments in the isotope U-235 indicated in such schedule, to be contained in fuel elements and prepared in the United States of America by a contractor (hereinafter called the "Contractor"), engaged by the Netherlands Reactor Center for use in the operation of a 20 megawatt pool-type materials testing and research reactor manufactured by ACF Industries and located at Petten in the Netherlands and owned by the Netherlands Reactor Center. The Netherlands Reactor Center will be authorized by the Lessee to use the enriched uranium contained in such fuel elements in the above described reactor. The fuel elements will at all times be kept at the reactor site at Petten or at such other locations or in transit as may be agreed between the Lessor and the Lessee. The Parties agree with regard to such fuel elements that the Lessor shall own all materials produced therein as a result of the use of such fuel elements, which materials shall be subject to the provisions of this Lease.

B. The Lessor's leasing of such enriched uranium shall be conditioned upon the Lessee's returning to the Lessor, in accordance with

Article III of this Lease, fuel elements in accordance with Schedule 2 of such Appendix "A".

#### Article II

A. The Lessor shall make available to the Contractor uranium hexafluoride or, no commercial conversion facilities being available, metallic uranium in accordance with a schedule to be agreed upon by the Lessor and the Contractor. Such transfers to the Contractor shall be made at a facility of the Lessor and shall be subject to such terms, charges and conditions, including licenses necessary to receive such material and to perform such work in the United States of America, as are required by the Lessor.

B. Unless otherwise agreed by the Parties, the enrichment in the isotope U-235 of the uranium contained in each fuel element prepared by the Contractor shall be the enrichment of the uranium which the Contractor received from the Lessor for the fabrication of the fuel element. The quantity of enriched uranium contained in each fuel element shall be as determined by the Contractor and concurred in by the Lessor after any review or analysis which the Lessor deems appropriate. The Lessee shall require the Contractor to identify each fuel element and to provide the Lessor with a certification of Contractor's determination of isotopic content and quantity of enriched uranium in each such fuel element.

C. Upon completion of the preparation of the fuel elements for the reactor by the Contractor, the establishment of the quantity of uranium and enrichment in the isotope U-235 contained in such fuel elements, and, except as the Parties may otherwise agree, a determination that the fuel elements will be needed within sixty (60) days at the reactor site for the testing, start-up or efficient and continuous operation of the reactor, the Lessee shall arrange for a contractor, subject to all license requirements of the Lessor, to deliver such fuel elements to a port of embarkation in the United States of America to be designated by the Lessor after consultation with the Lessee. The Lessor shall thereupon perform those actions necessary to effect transfer and export of such fuel elements to the Lessee at such designated port. Costs of shipping, including cost of containers and necessary packaging for domestic and/or overseas shipment of such fuel elements from such Contractor to the Lessee and any costs of storing such fuel elements, as well as all arrangements for physical handling in connection with delivery to the Lessee, shall be the responsibility of the Lessee and not the Lessor.

D. Acceptance by the Lessee at the point of export of the enriched uranium contained in the fuel elements shall be evidenced by appropriate receipt; thereafter the Lessee shall assume full responsibility for safe-keeping of such enriched uranium in accordance with the provisions of the aforesaid Agreement for Cooperation.

## Article III

A. After an appropriate period for radioactive decay and under appropriate safeguards against hazards to health and safety, acceptable to the Lessor, the Lessee, at its expense, shall deliver, in accordance with Schedule 2 of Appendix "A", at a port of entry in the United States of America to be designated by the Lessor after consultation with the Lessee, the irradiated fuel elements. The Lessor shall thereupon perform those actions necessary to effect the import and transfer of such fuel elements. Thereafter, the Lessee shall, unless otherwise agreed upon by the Parties, arrange at its expense for a contractor to transport such fuel elements to the reprocessing facilities or other facilities designated by the Lessor. If the Lessor determines not to accept such fuel elements for reprocessing at its own facilities, other facilities acceptable to the Lessor being available, the Lessee, at its own expense, shall arrange for the reprocessing of such fuel elements at such facilities, into plutonium metal and uranium hexafluoride meeting the Lessor's specifications, or such other form as may be agreed upon. If the Lessor, after consultation with the Lessee determines as provided in Article IV A. (2) (b) that the cost of reprocessing the fuel elements exceeds the value of recoverable material therein, the Lessor will receive the fuel elements for storage or other appropriate disposition. Any contractor of the Lessee forwarding or accepting for reprocessing such fuel elements shall be subject to such terms, charges and conditions, including licenses necessary to receive such material and to perform such work in the United States of America, as required of such contractor by the Lessor.

B. The Parties may agree to the return of such fuel elements to the United States of America for purposes other than reprocessing prior to the time set forth in Paragraph A. hereof in which event the Lessee shall ship the elements, under appropriate precautions against any hazards to health and safety acceptable to the Lessor, to a port in the United States of America designated by the Lessor in consultation with the Lessee. The Lessor shall thereupon perform those actions necessary to effect the import and transfer of such fuel elements at which time the use charge with regard to the fuel elements so imported shall end provided that the Lessor shall transfer such elements at such port to a contractor of the Lessee licensed by the Lessor to possess such fuel elements. If the Lessor does not transfer such fuel elements to a contractor of the Lessee, the use charge shall end in accordance with the provisions of Article IV. The quantity of uranium and its enrichment in the isotope U-235 contained in each returned element shall be that determined by the contractor and concurred in by the Lessor as provided in Article II, Paragraph B.

## Article IV

A. For the lease of enriched uranium contained in fuel elements prepared by the Contractor, the Lessee shall pay to the Lessor, in United States currency, a sum equal to the charges and at the time or times set forth herein:

(1) A use charge for the enriched uranium leased hereunder and contained in each fuel element prepared by the Contractor at the rate of four per cent (4%) per annum of the value of the enriched uranium computed on the basis of the enrichment at the time of transfer, beginning with the date each fuel element is transferred to the Lessee and, except as provided in Paragraph A. (4) of this Article or in Article III, Paragraph B., in the case of material accepted by the Lessor for reprocessing, ending upon the date each such fuel element is reprocessed by the Lessor into plutonium metal and uranium hexafluoride, meeting the Lessor's specifications or such other form as may be agreed upon, or upon the expiration of that period which the Lessor determines to be the normal period for such reprocessing, whichever is earlier, or in the case of returned fuel elements to be reprocessed at facilities other than the Lessor's, upon the date each such fuel element is delivered to such facility for reprocessing.

(2) A consumption and depletion charge equivalent to the difference between

(a) The value of the enriched uranium initially contained in each fuel element leased hereunder as determined from its quantity and enrichment in the isotope U-235, and

(b) The value of the plutonium plus the value of the uranium as determined from its quantity and enrichment, recoverable from such fuel elements delivered to the Lessor's reprocessing facility, or an acceptable reprocessing facility as the case may be. The quantity and enrichment of the uranium and the quantity of plutonium recoverable from returned fuel elements shall be determined by the Lessor in the case of fuel elements delivered to the Lessor or by the acceptable reprocessing facility with concurrence of the Lessor in the case of fuel elements delivered thereto. Such determinations shall be made within a reasonable time after delivery of such fuel elements. If the Lessor, after consultation with the Lessee, determines that the cost of reprocessing exceeds the value of the enriched uranium and/or plutonium recoverable from such fuel elements, then no credit shall be allowed for such materials in such elements, and the Lessee shall pay for the full value of the enriched uranium initially contained in each fuel element.

(3) Whenever the Parties determine that the Lessee is unable to return to the Lessor's reprocessing facility, or an acceptable facility as the case may be, any fuel elements leased hereunder because of

loss, theft, or total destruction thereof, the Lessee shall pay to the Lessor within thirty (30) days thereafter the value set forth in A. (2) (a) of this Article.

(4) When a determination as provided in A. (3) of this Article is made, the use charge with regard to the fuel elements involved in such a determination shall end. If the Lessor makes a determination as provided in the last sentence of A. (2) (b) of this Article, the use charge shall end when the fuel elements involved in such a determination are delivered to the facility designated by the Lessor as provided in Article III.

(5) With regard to fuel elements returned to the Lessor for reprocessing, and reprocessed by the Lessor, the Lessee shall pay a charge equal to the Lessor's charges for reprocessing such fuel elements.

B. For the purposes of this Article, the value of the enriched uranium contained in each fuel element transferred to the Lessee shall be determined in accordance with the schedule of values of uranium of various enrichments in the isotope U-235 established by the Lessor and in effect at the time each such fuel element is transferred to the Lessee. The value of the enriched uranium recoverable from each fuel element returned to the Lessor's reprocessing plant or an acceptable reprocessing facility, as the case may be, or pursuant to Paragraph B. of Article III, shall be determined in accordance with the schedule of values which was applied to the enriched uranium contained in each such fuel element when it was transferred to the Lessee. Where the enrichment of the uranium contained in the fuel element transferred or recoverable from the fuel element returned falls between two successive enrichments on such schedule, the value for the specific enrichment will be determined by linear interpolation between them. The value of the plutonium recoverable from fuel elements returned to the Lessor shall be the value as fuel established by the Lessor for such material and in effect at the time each such fuel element containing plutonium is delivered to the Lessor's reprocessing facility or an acceptable facility, as the case may be.

C. The Lessor may change the percent rate stated in A. (1) of this Article on not less than ninety (90) days prior notice to the Lessee to conform such rate to the rate being charged in the United States of America, for the lease of enriched uranium. The new rate shall be applied to the value of the enriched uranium from the date such percentage rate is effective in the United States of America.

D. The charges hereunder shall be payable as follows:

(1) The use charge shall be paid on an annual basis within sixty (60) days after billing.

(2) The consumption and depletion charges shall be paid within sixty (60) days after notice by the Lessor to the Lessee of the determination of the quantity of plutonium and the quantity and enrichment of uranium recoverable from returned fuel elements.

(3) The charge due under A. (3) hereof shall be payable as provided therein.

(4) The reprocessing charges shall be paid within sixty (60) days after billing by the Lessor of such charges to the Lessee.

#### Article V

The Lessee shall indemnify and save harmless the Government of the United States of America and the Lessor against any and all liabilities (including third party liability) for any cause whatsoever arising out of the production, preparation, ownership, lease, or the possession and use of the enriched uranium contained in fuel elements leased hereunder, or other materials produced therein, after transfer of such enriched uranium by the Lessor to the Lessee at the designated port. After fuel elements have been returned to the United States of America and imported as provided in Article III hereof, the provisions of the preceding sentence shall not be applicable to liabilities of the United States of America or the Lessor for any injury, loss, or damage which may occur from the above causes in the United States of America with regard to such fuel elements.

#### Article VI

No Member of or Delegate to the Congress of the United States of America, or Resident Commissioner of the United States of America shall be admitted to or share any part of this Lease or any benefit that may arise therefrom.

#### Article VII

This Lease shall be construed according to the laws applicable in the Federal Court of the District of Columbia of the United States of America for contracts in the United States of America where the Government of the United States of America is a party.

#### Article VIII

For the purposes of this Lease, the term "fuel element" includes rods, plates and fission chambers.

#### Article IX

This Lease shall become effective September 11th, 1958 and shall remain in force until the Agreement for Cooperation between the Government of the United States of America and the Government

of the Netherlands Concerning Civil Uses of Atomic Energy, signed on June 22, 1956 as amended, and as it may be further amended or superseded, expires or is terminated.

IN WITNESS WHEREOF the Parties hereto have caused this Lease to be executed pursuant to duly constituted authority.

DONE in Washington, in duplicate, this 11th day of September 1958.

For the United States Atomic Energy  
Commission acting on behalf of the  
Government of the United States of  
America:

(sd.) JOHN S. GRAHAM

For the Government of the Netherlands:

(sd.) J. H. VAN ROIJEN

## APPENDIX "A"

### Schedule 1

Schedule of transfers by Lessor to Lessee of enriched uranium contained in fuel elements fabricated by Contractor-engaged by Lessee.

Date of Transfer	Quantity of Contained Enriched Uranium	Enrichment in the Isotope U-235
Autumn 1958	Approximately 6.36 kg. U-235 as follows:	90%

	Core Loading		Spares	
	No.	Kg. U-235	No.	Kg. U-235
Fuel	29	3.63	15	1.88
Control	6	.57	3	.28
Total	35	4.20	18	2.16

### Schedule 2

Schedule of transfers by Lessee to Lessor of enriched uranium and/or plutonium contained in returned fuel elements.

Date of Transfer	Quantity of Contained Enriched Uranium	Enrichment in the Isotope U-235	Quantity of Plutonium
1959	1.63 Kg. U-235	88.0%	neg.
1960	3.45 Kg. U-235	88.0%	neg.



**Schedule 3**

Schedule of estimated requirements for enriched uranium by Contractor to prepare fuel elements.

Date of Requirement	Quantity of Contained Enriched Uranium	Enrichment in the Isotope U-235
April 15, 1958	8.25 Kg. U-235	90%
Juni 1959	11.00 Kg. U-235	

The Parties may from time to time by means of exchange of letters agree to revise the dates of transfer, quantities of plutonium, quantities of enriched uranium, and enrichments in the isotope U-235 set forth in the above Schedules.

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Uitgegeven de *achtste* november 1958.

*De Minister van Buitenlandse Zaken,*  
J. LUNS.