

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1959 Nr. 72

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 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 en 149.
In overeenstemming met artikel 60, lid 2, der Grondwet is de op 11 september 1958 te Washington gesloten pachtovereenkomst inzake speciaal spijlbaar materiaal (tekst in rubriek J van *Trb.* 1958, 149) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal bij brieven van 21 februari 1959 (*Bijl. Hand.* II 1958/59 — 5435, nr. 1).

Ter uitvoering van de onderhavige Overeenkomst zoals deze werd gewijzigd bij de op 3 juli 1957 te Washington gesloten Wijzigingsovereenkomst (tekst in rubriek J van *Trb.* 1957, 103), en 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 27 april 1959 te Washington een pachtovereenkomst inzake natuurlijk uranium 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 artikel VIII op de dag van ondertekening in werking is getreden, luidt als volgt:

Lease of natural uranium 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 natural uranium 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Concerning Civil Uses of Atomic Energy, signed June 22, 1956, as amended, and as it may be further amended or superseded, and subject to all of the terms, conditions, provisions, and guaranties contained therein,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 reactor grade natural uranium (hereinafter referred to as „leased uranium”) in the form of right cylinder, bare, thick-walled tubes in accordance with Appendix „A” attached hereto, each tube having the following specifications: length — 8.1 inches; outer diameter — 1.1 inches; inner diameter — 0.6 inches; weight — approximately 3.9 pounds. The wall thickness of each tube will be uniform throughout, and all surfaces of each tube will be machined smooth.

B. The leased uranium is leased for use, and shall be used, only in the operation of a sub-critical assembly located at the University of Delft, Netherlands; provided, however, that the Parties may agree that the leased uranium or any part thereof may be used for purposes other than that set forth above, which purposes are consistent with the Agreement for Cooperation.

Article II

A. The leased uranium shall be delivered by the Lessor and accepted by the Lessee in accordance with Schedule 1 of Appendix „A” attached hereto at a location designated by the Lessor. The Lessor’s certified weights with regard to the leased uranium shall be accepted as true weights. The Lessor shall also supply the gross, net, and tare weights. Costs of shipping, including cost of containers and necessary packaging for domestic and/or overseas shipment of the leased uranium from such location and any costs of storing the leased uranium, as well as all arrangements for physical handling in connection with the shipment thereof, shall be the responsibility of the Lessee and not the Lessor.

B. Acceptance by the Lessee of the leased uranium shall be evidenced by appropriate receipt; thereafter the Lessee shall assume full responsibility for safekeeping the leased uranium in accordance with the provisions of the Agreement for Cooperation and for all loss or destruction of the leased uranium, however caused. Lessor makes no warranty, whether express, implied, or statutory with regard to the leased uranium.

Article III

At the expiration of this lease or such other time as may be agreed, and under appropriate safeguards against hazards to health and safety, acceptable to the Lessor, the Lessee, at its expense, shall deliver and the Lessor shall accept at a location in the United States of America to be designated by the Lessor after consultation with the Lessee, the leased uranium in the same form as leased.

Article IV

A. For the lease of the leased uranium, the Lessee shall pay to the Lessor, in United States currency, a sum equal to the charges set forth herein at the time or times indicated:

(1) A use charge for the leased uranium at the rate of four per cent (4%) per annum of the value of the leased uranium beginning with the date of transfer to the Lessee and, except as provided in paragraph A (3) of this Article, ending upon the date of acceptance by the Lessor pursuant to Article III, which charge shall be paid within sixty (60) days after the date of the Lessor’s invoice.

(2) Whenever the Parties determine that the Lessee is unable to return to the Lessor any leased uranium because of loss, theft, or destruction thereof, the Lessee shall pay to the Lessor within sixty (60) days thereafter the value thereof.

(3) When a determination as provided in A (2) of this Article is made, the use charge with regard to the leased uranium involved in such a determination shall end.

B. For the purposes of this Article, the value of the leased uranium transferred to the Lessee shall be determined in accordance with the value of reactor grade natural uranium established by the Lessor and in effect at the time of transfer to the Lessee.

C. Lessor may at any time upon not less than ninety (90) days prior notice to Lessee, change the per cent rate stated in paragraph A. (1) of this Article to conform to the published per cent rate in the United States of America for the lease of natural uranium. The new per cent rate as charged shall be operative under this Lease Agreement as of the date such per cent rate is effective in the United States of America, and shall thereupon apply to all leased uranium transferred by Lessor to 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 leased uranium, or other materials produced therein, after transfer of such leased uranium by the Lessor to the Lessee. After the leased uranium has been returned to the United States of America and accepted by the Lessor 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 leased uranium.

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 to which the Government of the United States of America is a party.

Article VIII

This Lease shall become effective on the date of signature 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 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 at Washington, in duplicate, this 27th day of April, 1959.

For the Government of the Netherlands

(Sd.) J. H. VAN ROIJEN

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

United States of America

(Sd.) CLARK C. VOGEL

APPENDIX „A”

Schedule 1

Schedule of transfers by Lessor to Lessee of natural uranium contained in fuel elements fabricated by the USAEC.

Date of Transfer	Quantity of Natural Uranium	Enrichment in the Isotope U-235
Approx. May 1, 1959	3800 kilograms	0.7115 %

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 Natural Uranium	Enrichment in the Isotope U-235	Quantity of Plutonium
August 1967	3800 kilograms	0.7115 %	—

Schedule 3

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

Date of Requirement	Quantity of Natural Uranium	Enrichment in the Isotope U-235
December 3, 1957	3800 kilograms	0.7115 %

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.

Uitgegeven de twaalfde juni 1959.

De Minister van Buitenlandse Zaken,
J. LUNS.