

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.

- 7-2 The R.C.N. shall be charged for the use of the H.F.R.c.a. in accordance with a general tariff. The bases of this tariff, which shall be applicable during the transitional period, shall be fixed by common agreement between the Commission and the R.C.N. before this Agreement comes into force.
- 7-3 After the transitional period, the irradiations referred to in paragraph 1 of this article shall be carried out in the H.F.R.c.a. on as extensive a scale as is compatible with the optimum use of the test reactors in the Community.

Article 8

ADVISORY LIAISON COMMITTEE

- 8-1 An Advisory Liaison Committee comprising at least six members, half of whom shall be appointed by the Commission and half by the Government, shall be established.
- 8-2 The Advisory Liaison Committee shall examine all matters arising from the execution of this Agreement which are of concern to the contracting parties, and in certain cases to the R.C.N., and in particular the use of the H.F.R.c.a. for irradiations as provided for in the Netherlands programme in the light of the provisions of article 7, paragraphs 1 and 3. It shall submit its recommendations to the contracting parties.
- 8-3 The Advisory Liaison Committee may set up sub-committees for the purpose of considering specific matters.

Article 9

ACCOMMODATION

The Government shall ensure, as the need arises, that necessary accommodation is provided for the staff of the Centre and the families of such staff. This accommodation, the type and situation of which shall be determined by common agreement between the contracting parties, shall be let in conformity with the prevailing market conditions.

Article 10

EUROPEAN SCHOOL

The contracting parties shall promote the establishment of a European School in the vicinity of the Centre.

Article 11

GENERAL SERVICES

- 11-1 The Government, at the request of the Commission, shall make use of its authority to ensure that the Centre is provided with all necessary public utility

services. In the event of any of these services being interrupted, the Government shall do everything possible to meet the needs of the Centre so as to avoid any impairment of its operations.

- 11-2 The Government shall use its good offices to ensure that these services are offered on the most advantageous conditions.
- 11-3 The Commission may make use of the general services of the R.C.N., such as workshops, stores and installations for the treatment of radioactive waste, to the extent necessary to meet its needs and under conditions to be established by common agreement between the Commission and the R.C.N.

Article 12

STAFF OF THE CENTRE

The Commission shall ensure the provision of adequate staff for the development and operation of the Centre, due consideration being given to the requirements of the Netherlands in so far as scientific personnel for the execution of the Netherlands research programme is concerned.

Article 13

STUDENTS

The Netherlands Government shall facilitate the entry into and the stay in the Netherlands of students and of persons who must go to the Netherlands for the purposes provided in article 5, final paragraph, of the Euratom Treaty, it being understood that the Netherlands regulations concerning aliens will be observed.

Article 14

DIRECTOR OF THE CENTRE

The Commission shall appoint the Director of the Centre. The appointment shall be communicated to the Government.

Article 15

PROTECTION OF THE CENTRE

The Government shall take all necessary steps to prevent the operation of the Centre from being disturbed in any way. To this end, it shall ensure the necessary protection outside the Centre; the Commission shall ensure that the Centre is adequately fenced in.

Article 16

NETHERLANDS LEGISLATION

The procedure for the application of Netherlands law in the Centre shall be as provided in annex III.¹

Article 17

ADDITIONAL AGREEMENTS

All matters which in the execution of this Agreement affect relations between the Commission and the R.C.N., may be settled in additional agreements to be concluded between them.

Article 18

DISPUTES

The Court of Justice of the European Communities shall have sole jurisdiction in any dispute concerning the rights and obligations of the parties under this Agreement.

Article 19

COMING INTO FORCE

This Agreement, of which annexes I, II and III form an integral part, is concluded for a period of ninety-nine years and shall come into force as soon as each party has been informed by the other that the relevant requirements have been complied with.

IN WITNESS WHEREOF the undersigned representatives, being duly authorized thereto, have appended their signatures to this Agreement.

DONE at Brussels in duplicate, in the Dutch language, on 25 July 1961. One copy of this Agreement shall be deposited in the archives of the Government, and the other in the archives of the Community.

For the Government
of the Kingdom of the Netherlands :

(Signed) J. LUNS

For the Commission
of the European Atomic Energy
Community :

(Signed) E. HIRSCH

¹ See p. 308 of this volume.

ANNEX I

DESCRIPTION OF THE INSTALLATIONS AND THE CORRESPONDING LAND

The high flux reactor installation at Petten is situated in the so-called "reactor complex". The following buildings belong thereto :

- A. Reactor hall
- B. Reactor control building
- C. Low assembly hall
- D. High assembly hall
- E. Air-conditioning building
- F. Primary pump-house
- G. Pure water vault
- H. Materials lock
- I. Pipe tunnel
- J. Secondary pump-house situated near the north entrance of the site

- K. Spare parts for the reactor installation
- L. Portable equipment
- M. Site

The following is a detailed description of the fixed installations in each of the above-mentioned buildings forming part of the reactor complex and corresponding land.

A. Reactor hall

The reactor hall is a gas-tight steel dome, the inside of which is completely lined with flame-resistant "Frigolith" ; it has a concrete basement which is also gas-tight. The principal items in the reactor hall are :

- I. The pool installation and other reactor appurtenances to be further specified.
- II. A Stork rotating overhead travelling-crane (360°), with a 20-ton main hoist and a 1-ton auxiliary hoist.
- III. A Van Swaay passenger and goods lift, maximum capacity 400 kg, going from the basement to the second floor platform.
- IV. Various steel circular platforms.
- V. A ventilation system for the air inlet and exhaust.

The following are built on to the reactor hall :

- (a) A Werkspoor (manually operated) personnel lock ;
- (b) A Werkspoor (manually operated) personnel emergency lock ;

- (c) A materials lock, see heading H ;
- (d) A *plug store* consisting of a number of horizontal, cylindrical beams surrounded on the outside by steel piling-sheets, the whole filled with magnetite ore ;

- (e) A *window* providing a view from the control room to part of the reactor hall interior ; a *vacuum chamber* for testing whether the window is gas-tight ;
- (f) A *tubular plate*, i.e., a plate to ensure the gas-tight passage of the various circuits of the reactor installation ;
- (h) On the ground floor of the hall, there are two three-part hoist hatches and a number of floor plugs.

A *maintenance platform* runs around the outside of the steel dome and is reached by means of an enclosed ladder. The entire reactor hall is lighted by means of fluorescent fixtures ; there is a complete switchboard for power and light.

The following parts of the reactor installation are situated in the reactor hall :

1. The *reactor vessel*, with accessories, as shown in figure V.1 of the Safety Report.
- 2.1. Eight 8" diameter *beam tubes*, seven having an external shutter and one an internal shutter, with accessories, as shown in figure V.2 of the Safety Report.
- 2.2. Two 10" diameter *beam tubes*, one having an internal shutter and the other an external shutter, otherwise as in 2.1.
- 2.3. A *thermal column* complete with graphite stacking and appurtenant CO₂ cooling, a sliding door filled with heavy concrete and stacked lead and having a lateral shield of basalt blocks (loose stacking).
3. An *expansion tank* fitted to the upper part of the dome of the hall, with accessories.
4. A *heavy-concrete pool structure*, lined with aluminium, divided into three pools by means of two-part bulkheads.
5. A *travelling bridge* serving two pools situated one behind the other.
6. Six *racks* for storage of fuel elements.
7. Various "*handling tools*" designed by Allis Chalmers.
8. A *pneumatic rabbit-system*.
9. A *hydraulic rabbit-system*.

The following items are situated in the basement of the reactor hall :

10. Two "facility cooling" pumps, each driven by a 12 and ½ HP electric motor, situated in a shielded housing equipped with sliding doors.
11. The control-rod drive mechanism, situated below the bottom plug in the "sub-pile room". This room is also provided with a sliding door together with stacked basalt blocks on each side of the door.

12. A demineralizer pump, driven by an 8 HP electric motor ; a fill and drain pump, driven by an 18 HP electric motor ; a drain pump, driven by a 1 HP electric motor, All pumps are complete and connected.
13. Shutter station, situated against the south wall of the pipe corridor.
14. The pipe corridor, which is shielded by means of loose-block stacking and in which all the circuits are kept air tight in the so-called tubular plate in their passage to the pipe tunnel (see heading I).

B. Reactor control building

The building consists of an above-ground section and a below-ground section. The layout is shown in drawing No. 580-582 IV.

(a) Above-ground structure :

Floor covering : linoleum
Sub protection : luxaflex
Lighting : fluorescent fixtures
Fixtures : hat and coat racks

(b) Below-ground structure :

1. *Control room*, with reactor control panel, desk, chair ; maintenance room behind the control room.
Floor covering : linoleum
Lighting : Fluorecent fixtures in special upper-wall and ceiling receptacles
2. "*Health physics*" room, complete with sanitary fittings, including those in the decontamination room.
Floor covering : Doubletta
Lighting : fluorescent fixtures in skylights.
3. *Chemical laboratory*, complete, comprising permanent furnishings, and in particular :
1 laboratory table
1 wall table
1 double hood
1 rinsing table
1 sink with stainless steel plate
Floor covering : linoleum
Lighting : fluorescent fixtures
Sun protection : luxaflex
4. *Workshops (physics)*
Floor covering : linoleum
Lighting : fluorescent fixtures
Sun protection : luxaflex
5. *Dark room*, complete with permanent dark-room equipment
Floor covering : linoleum

6. *Reproduction room*, complete with permanent dark-room equipment
Floor covering : linoleum
7. *Wash-room, cloak-room and toilets*, complete with wash-basins, showers, hat and coat racks and steel lockers
Floor covering : tile
8. *Entrance* ;
Sun protection : luxaflex
Floor covering : linoleum
9. *A refreshment kitchen*, with counter
10. *Wash-room, cloak-room and toilets*, with sanitary fittings, hat and coat racks and lockers
11. *Basement*, consisting of :
 - (a) a room under the control room, complete with an enclosed area for a 6 KVA 380/220 V—110 V transformer unit and a so-called cable transit plate for the gas-tight passage of electrical and instrument cables to the reactor hall ;
 - (b) battery room containing a 110 V 216 A battery ;
 - (c) heating room, with converters, pressure tanks, circulating pumps, etc., all of which remain under the direction of the R.C.N. ;
 - (d) water-lock to provide under-pressure safety for the steel reactor hall ;
 - (e) counting chamber.
Floor covering : linoleum

A waste pit, comprising two polyester tanks each with a capacity of 2.5 m³ has been installed near the building ; the piping is of vulcathene ; the installation is complete.

C. *Low assembly hall*

Floor consists of wooden blocks ; served by a Stork 2 × 1.5 ton electric overhead travelling-crane. Adjoining structures :

Vault for fuel elements, equipment with a large and a small Lips vault door, an Alarma alarm device and special racks for storing new fuel elements ;

Storeroom, with an asphalt floor, a wire-mesh partition separating it from the assembly hall, and skylights ;

An office of wooden construction, complete with stairway and two window-fans.

The low assembly hall is lighted by fluorescent fixtures and has an electric switch-board. Heating by hot-air appliances fitted in the west wall.

D. High assembly hall

Separated from the low assembly hall by a medium-height, wire-mesh partition ; Stelcon tile floor ; served by a Thole 20 ton electric overhead travelling-crane that can be moved by hand.

Access from the reactor hall through the materials lock ; access from the outside by a manually-operated lift door fitted with a normal door.

The high assembly hall is lighted by fluorescent fixtures and has an electric switch-board ; three suction fans for the outlet of air fitted in the west wall.

E. Air-conditioning building

The fans in this building have a total capacity of 21,000 m³/h.

Inlet air ; through floor gratings via preheater, Rollomatic air filter an 85 % $> 5 \mu$ filter and inlet fan to four quick-closing valves in the wall of the reactor hall.

Exhaust air ; through four quick-closing valves in the wall of the reactor hall via a Rollomatic filter, "Vokes"-55 type filter (99.95 % $> 1 \mu$) and fully automatic inter-connected extract fan to quick-closing valves in front of the blower at the bottom of the stack.

The last-mentioned valves close automatically on a signal from the detection device which is situated further back in the exhaust-air section.

All the ventilation areas have a Doubletta floor covering and a vulcathene outlet connexion.

Toilets have been installed at the entrance of the second floor.

The top of the concrete stack is fitted with two red warning-lights.

F. Primary pump-house

This building comprises two parts, viz., the transformer station and the semi gas-tight pumping station, which are separated by a transverse corridor.

(a) The transformer station includes a high-tension section which can accommodate four 600 KVA 10,000/380/220 V transformers and in which PEN (Provincial Electricity Net) has already installed three. The high-tension section is closed off and is accessible only to PEN.

In the low-tension section there is a Hazemeyer capitol-type switchboard for the main distribution of the low-tension current of the different junction boxes of the main groups ; a Kromhout 100 KVA Diesel generator has also been installed.

- (b) In the pumping station there is a basement which gives access to the pipe tunnel and in which most of the pipe circuits are suspended. The ground floor is subdivided by a central service corridor on either side of which there are shielded compartments to which access is gained in each case by means of a sliding door.

Shielded compartments have been provided for :

Each of the three De Schelde heat exchangers for the reactor cooling water ;

The Duper reactor and pool ion-exchangers ;

The De Schelde pool-water heat exchanger and a Stork pool-water pump, driven by a 40 HP electric motor ;

Each of the three Stork reactor-cooling-water pumps, driven by a 250 HP electric motor ;

A Stork post-cooling pump, driven by a 10 HP electric motor, and a Stork Diesel-driven emergency cooling pump.

Between the shielded compartments for the reactor ion exchangers, provision has been made for a service compartment which is accessible from the service corridor by means of a door made of steel plate and which contains a lye tank and an acid tank equipped with small dosing pumps for purposes of regeneration.

Adjoining the primary pump-house are :

A pump pit which serves the vacuum installation for the outlet pipe for the secondary cooling water and in which there is installed an electrically driven vacuum pump and a feed pump ;

A sump covered with removable shield plates, for regeneration treatment in connexion with the ion exchangers.

On the other side of the paving, near the aforementioned sump, there is a resin pit that is divided into two compartments, one of which is equipped with a stainless-steel tank for storing the resin. The pit is fitted with a removable concrete cover which is covered with a protective layer of ore-bearing sand.

A concrete cable-trench leads from the primary pump-house to the reactor control building.

G. *Pure water vault*

This contains two L.A.F. 21,000 gallon aluminium tanks ; it is provided with platforms and steps.

H. *Materials lock*

This lock, of ROM manufacture, forms the connexion between the high assembly hall and the reactor hall. It is equipped with two electrically-operated gas-tight doors.

Lining : Frigolith.

I. *Pipe tunnel*

The underground connexion between the basement of the reactor hall and the basement of the primary pump-house, which is designated simply as the pipe tunnel, contains :

One De Schelde decay tank, with a capacity of 41.6 m³ ;

Two polyester hot-drain tanks, each of 2.5 m³ ;

Two polyester warm-drain tanks, each of 2.5 m³ ;

the tanks are all of Woestenberg and v.d. Meer manufacture.

The covering of the tunnel consists of individual concrete beams which have been made watertight and which in turn are covered by a layer of magnetite ore as a shield.

Adjoining the pipe tunnel is a pump pit in which the two electrically-driven outlet pumps for the hot-drain and warm-drain tanks have been installed.

J. *Secondary pump-house*

This building comprises :

(a) a transformer station

(b) a pumping station

Ad a) The transformer station comprises two transformer rooms and a high-tension section in which PEN has installed a 400 KVA, 10,000/380/220 V transformer with the appurtenant high-tension equipment. The high-tension section is closed off and is accessible only to PEN.

Ad b) The pumping station contains, in the basement, a pump vault which, through two filter compartments, connects with the secondary cooling-water inlet circuit, which draws water from the Noordholland canal.

In one of the two filter compartments, there is a Stork electrically-driven rotating "Beandry" band-pass filter.

Water is drawn from the pump vault by three Stork plunger-pumps, two of which are driven by a 125 HP vertical electric motor and the other by a 70 HP electric motor. The pump area is provided with a Stork-Jaffa 4 ton electric overhead travelling-crane that can be moved by hand. Chlorination facilities have been installed in an annex to the pump area, and in this annex there is a small separate structure which contains the two storage tanks for the chlorine.

The pump house also contains an oil-burning central-heating boiler, which uses light oil as fuel and is complete with oil burner and fuel storage tank.

Lighting is provided by fluorescent fixtures.

The cooling water of the secondary circuit is drawn from the Noordholland canal through an inlet grating and is brought to the pump vault of the secondary pump-house by means of a concrete pipe 1200 mm in diameter. The pipe passes through property belonging to third parties.

From the secondary pump-house the (coarsely) filtered, chlorinated canal-water is pumped through an 800 mm "bonna" pipe to the heat exchangers in the primary pump-house. This water is then discharged into the sea through another 800 mm pipe that is equipped with a vacuum installation at the highest point of the pipe circuit.

Such spare parts for the pumps, reserve packing for the gas-tight doors and the like as are on the premises shall be regarded as part of the installation.

K. *Spare parts for the reactor installation*

In so far as parts for the reactor and appurtenant installations are concerned, the R.C.N. has or will have a supply of spare parts at its disposal. A list of these spare parts shall be prepared by common agreement between the R.C.N. and the Commission and shall be definitively confirmed at the time of the transfer. This list shall form an integral part of the present annex.

L. *Portable equipment*

A list of equipment that can be moved from one place to another as needed and is indispensable to the proper functioning or use of the reactor shall be drawn up by common agreement between the R.C.N. and the Commission. This list shall be definitively confirmed at the time of the transfer. It shall form an integral part of the present annex.

M. *Site*

The site of the reactor and appurtenant installations is shown on the attached map No. I.¹

ANNEX II

SITE TRANSFERABLE TO EURATOM ON A LONG-TERM LEASE

(See insert between pp. 312 and 313 of this volume)

ANNEX III

REGULATIONS CONCERNING THE APPLICATION OF ARTICLE 16

The Netherlands Government and the Commission of the European Atomic Energy Community state that the Petten Centre constitutes part of the Joint Nuclear Research Centre referred to in article 8 of the Euratom Treaty² and that, in consequence, the said Centre, its activities and the relevant staff are subject to the provisions of the Euratom

¹ See insert between pp. 312 and 313 of this volume.

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

Treaty, the Protocol on privileges and immunities,¹ and the provisions for the application of the various instruments as laid down in the exchange of letters of 25 July 1961² between the Netherlands Government and the Commission.

Article 1. The Commission shall endeavour to ensure that Netherlands law is complied with in the Centre, particularly as regards the regulations concerning health, safety and the preservation of the peace.

Article 2. At the request or with the agreement of the Commission, or of the management of the Centre, being authorized for the purpose by the Commission, the Netherlands authorities shall take whatever measures are required in the Centre to ensure the application of Netherlands law and the maintenance of order and security.

Article 3. Notwithstanding the provisions of article 11 (a) of the Protocol on privileges and immunities, the Commission, or the management of the Centre, being authorized for the purpose by the Commission, shall, whenever the Commission or the said management can be reasonably expected to do so, make it possible for the Netherlands judicial authorities to carry out their functions within the Centre. Every reasonable assistance shall be afforded to the said authorities in the performance of such functions.

Article 4. Whenever any occurrence in the Centre endangers health or public safety, the management of the Centre shall forthwith inform the competent Netherlands authorities and confer with them on the steps to be taken. The management of the Centre shall also inform the competent Netherlands authorities of any occurrence and any unusual incident which can give rise to fear of danger to health and public safety.

Article 5. Whenever it can be reasonably expected to do so, the Commission, or the management of the Centre, being authorized for the purpose by the Commission, shall make it possible for the competent Netherlands authorities to carry out such inspections as the said authorities consider necessary to ensure that Netherlands law is complied with. Every reasonable assistance shall be afforded to the said authorities in carrying out such inspections. Officials of the Community shall be entitled to take part in these inspections.

Article 6. The Netherlands Government and the Commission agree, each in so far as it is concerned, to take all such measures as may prevent improper use or improper application of the preceding provisions.

¹ United Nations, *Treaty Series*, Vol. 298, p. 250.

² See p. 313 of this volume.