

No. 7573

**UNITED STATES OF AMERICA
and
NORWAY**

Agreement on the use of Norwegian ports and territorial waters by the N.S. *Savannah*. Signed at Oslo, on 1 March 1963

Official text: English.

Registered by the United States of America on 3 February 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
NORVÈGE**

Accord concernant l'utilisation des eaux territoriales et des ports norvégiens par le N.S. *Savannah*. Signé à Oslo, le 1^{er} mars 1963

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 3 février 1965.

No. 7573. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NORWAY ON THE USE OF NORWEGIAN PORTS AND TERRITORIAL WATERS BY THE N.S. *SAVANNAH*. SIGNED AT OSLO, ON 1 MARCH 1963

The Governments of the United States of America and of Norway, having a mutual interest in the peaceful uses of atomic energy, including its application to the merchant marine, have agreed as follows :

ENTRY OF THE N.S. "SAVANNAH" INTO PORTS AND TERRITORIAL WATERS OF NORWAY

Article I

Entry of the N.S. *Savannah*, which initially will be operated by the United States Government for a public purpose, into Norwegian ports and territorial waters and the use thereof shall be subject to the prior approval of the Government of Norway.

Article II

Except as otherwise provided in this Agreement, the visits of the N.S. *Savannah* (hereafter designated as the "Ship") to Norwegian ports shall be governed by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea Convention of 1960² and Annex C to the Convention, being the Recommendations Applicable to Nuclear Ships.

Article III

The Government of Norway shall determine the port or ports to be visited and will designate the Authorities responsible for acceptance arrangements and for special control under Regulation 11 of Chapter VIII of the Safety of Life at Sea Convention.

¹ Came into force on 8 May 1964, by an exchange of notes between the two Governments relating to the entry into force, in accordance with the provisions of article XIII.

² The following information is given by the Government of the United States of America : " Done at London June 17, 1960. Ratified by the President of the United States of America, May 11, 1962, but not in force at the time of this publication [1964]. For the text thereof, see S. Ex. Doc. K, 87th Cong., 1st sess. "

SAFETY ASSESSMENT

Article IV

(a) To enable the Government of Norway to consider the grant of approval for entry and use of Norwegian ports and territorial waters by the Ship, the Government of the United States shall provide a Safety Assessment prepared in accordance with Regulation 7 of Chapter VIII of the Safety of Life at Sea Convention of 1960 and in accordance with Recommendation 9 of Annex C of that Convention.

(b) As soon as practicable after receipt of the Safety Assessment, the Government of Norway shall notify the Government of the United States that the Ship can be operated in specified ports and territorial waters of Norway in accordance with this Agreement and the mutually agreed to Safety Assessment and on such further conditions as might be agreed.

PORT ARRANGEMENTS

Article V

(a) The Government of Norway shall make arrangements with the appropriate local Authorities for entrance of the Ship into Norwegian ports and the use thereof.

(b) Appropriate Norwegian Authorities shall be responsible for fire and police protection, crowd control and the general preparation of the harbour with respect to the acceptance of the Ship.

(c) Control of public access to the Ship shall be the responsibility of the Master of the Ship. Special arrangements relating to such control shall be developed by the Master with the concurrence of designated Authorities of the Government of Norway.

(d) The Master shall comply with local regulations as far as those regulations are not contrary to the Safety Assessment (Operating Manual) provided to the Norwegian Authorities in accordance with Article IV of this Agreement, and shall also comply with orders given by local Authorities so long as those orders in the opinion of the Master do not adversely affect the operating safety of the nuclear plant. In case he does not comply with those regulations and orders, the Master shall immediately inform the designated governmental Norwegian Authorities about his decision.

INSPECTION

Article VI

While the Ship is within Norwegian waters, the designated Authorities shall have reasonable inspection access to the Ship and its operating records and program data for purposes of determining whether the Ship has been operating in accordance with the operating manual of the Ship.

RADIOACTIVE WASTE

Article VII

The Government of the United States shall ensure that no disposal of radioactive liquid or solid wastes or accumulated gaseous wastes shall take place from the Ship while she is within the territorial waters of Norway without the specific prior approval of the designated Authorities of the Government of Norway. Disposal of gaseous wastes shall not exceed the limits mentioned and specified in the operating manual of the Ship.

MAINTENANCE AND SERVICING

Article VIII

The use of contractors for maintenance, repair and servicing of the nuclear equipment on the Ship in Norwegian waters shall be restricted to those contractors having the approval of appropriate Norwegian Authorities for the rendering of such services. The appropriate Authorities are to be notified of any maintenance, repair and servicing which are to be carried out in Norwegian ports and territorial waters. Repairs which will prolong the stay of the Ship in the port must be mutually agreed to with the appropriate Authorities.

CASUALTIES

Article IX

A report, such as is required by Chapter VIII, Regulation 12 of the Safety of Life at Sea Convention of 1960, shall be made to the designated Authorities by the Master of the Ship in the event of any accident likely to lead to an environmental hazard while the Ship is in or is approaching the territorial waters of Norway.

Article X

(a) The Government of the United States agrees that in any legal action or proceeding brought, in personam, against the United States, in a Norwegian

court of competent jurisdiction, on account of any nuclear incident caused by the Ship in a Norwegian port or where damage arising out of or resulting from a nuclear incident caused by the Ship is sustained in Norway, the United States will not interpose any available defence of sovereign immunity but will submit to the jurisdiction of such court and will pay judgments of such court to the extent of an aggregate maximum liability for a single nuclear incident of \$500 million, as defined in Article XI, and, in such event, the United States will not seek to invoke the provisions of the Norwegian law, or any other law, relating to the limitation of shipowner's liability. It is understood that the United States with regard to possible liabilities in excess of such aggregate maximum amount reserves the right to claim any immunity to which it may be entitled. In the event of law suits brought before courts of competent jurisdiction of the United States, the United States will not invoke any provision in any United States law, or any other law, relating to the limitation of shipowner's liability except the limitations defined in Article XI.

(b) Nothing in this Agreement shall be construed to entail any assumption of liability or financial obligation on the part of the Government of Norway. It is understood that the Government of Norway reserves its right, as an alternative to proceeding with the settlement of claims under paragraph (a) of this Article or in the event a nuclear incident involves questions as to the distribution of the aggregate maximum amount, to negotiate with the United States on behalf of Norwegian citizens or other persons resident in Norway at the time of the incident and who sustain damage as a result thereof, or on behalf of their heirs, with a view to receiving a total sum of compensation for damages for allotment to such persons by the Government of Norway. In such negotiation, the question of liability and the amount of compensation shall be subject to the mutual agreement of the two Governments in accordance with general principles of international law.

Article XI

The Government of the United States represents that there is an agreement in effect between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the Atomic Energy Act of 1954 (Public Law 83-703), as amended by Public Law 85-256 and Public Law 85-602, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the Ship in the amount of \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage. This sum represents the maximum amount for which the United States will be liable for a single nuclear incident involving the Ship in conformity

with Article X. The terms “person indemnified”, “public liability” and “nuclear incident” have the same meaning herein as in the definitions of those terms as found in Section 11 of the Atomic Energy Act of 1954, as amended (U.S. Code, Title 42, Section 2014).

Article XII

If the above indemnification of the United States Maritime Administration should for any reason terminate, the United States agrees that it will not cause or permit the entry of the Ship into any Norwegian port unless there shall be in effect either (1) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the Atomic Energy Act of 1954, as amended, and affording a no less favourable measure of indemnification to that described above; or (2) an agreement of indemnification in some form acceptable to the Government of Norway.

ENTRY INTO FORCE AND TERMINATION

Article XIII

This Agreement shall enter into force upon the exchange of notes to that effect.

Either Government may terminate the Agreement by giving no less than 180 days notice to the other.

The termination of this Agreement shall not, however, in any way affect the validity or applicability of the provisions in Articles X, XI and XII as to any questions arising out of any incident which may have occurred before the termination takes effect.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Oslo this first day of March 1963.

For the Government
of the United States of America :

Clifton R. WHARTON

[SEAL]

For the Government
of Norway :

Halvard LANGE

[SEAL]