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UNITED STATES OF AMERICA
and
NORWAY

Agreement for cooperation concerning civil uses of atomic energy (with appendix). Signed at Washington on 4 May 1967

Authentic text: English.

Registered by the United States of America on 6 August 1969.

ÉTATS-UNIS D'AMÉRIQUE
et
NORVÈGE

Accord de coopération concernant l'utilisation de l'énergie atomique à des fins civiles (avec appendice). Signé à Washington le 4 mai 1967.

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 6 août 1969.

AGREEMENT¹ FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NORWAY CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of Norway desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research and experimental activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of Norway desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and desires to obtain assistance from the Government of the United States of America and the United States industry with respect to this program; and

Whereas the Government of the United States of America, represented by the United States Atomic Energy Commission, desires to assist the Government of Norway in such a program; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy" signed on February 25, 1957²;

The Parties therefore agree as follows :

Article I

For purposes of this Agreement :

A. "Commission" means the United States Atomic Energy Commission.

¹ Came into force on 8 June 1967, the date on which each Government had received from the other Government written notification that it had complied with all statutory and constitutional requirements, in accordance with article XIV.

² United Nations, *Treaty Series*, vol. 284, p. 19, and p. 396 of this volume.

B. "Equipment and devices" and "equipment or device" means any instrument, apparatus, or facility and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

C. "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

D. "Reactor" means an apparatus, other than an atomic weapon in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium or thorium.

E. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear materials; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

F. "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

G. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

H. "Source material" means (1) uranium, thorium, or any other material which is determined by the Government of Norway or the Commission to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as the Government of Norway or the Commission may determine from time to time.

I. "Parties" means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America and the Government of Norway. "Party" means one of the above "Parties".

J. "Safeguards" means a system of controls designed to assure that any materials, equipment or devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

K. "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

L. "Superseded Agreement" means the Agreement signed by the Parties on February 25, 1957.

Article II

The "Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy" signed on February 25, 1957, is superseded on the date on which this Agreement enters into force.

Article III

A. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement if the transfer of any such materials or equipment and devices or the furnishing of any such service involves the communication of Restricted Data.

B. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations and license requirements in force in their respective countries, the Parties shall assist each other in the achievement of the use of atomic energy for peaceful purposes.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

Article IV

Subject to the Provisions of Article III, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields :

(1) Development, design, construction, operation and use of research, materials testing, experimental, demonstration power, and power reactors, and reactor experiments;

(2) The use of radioactive isotopes and source, special nuclear, and byproduct material in physical and biological research, medicine, agriculture, and industry; and

(3) Health and safety problems related to the foregoing.

Article V

The application or use of any information (including design drawings and specifications) and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement or the superseded Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, materials, equipment, and devices for any particular use or application.

Article VI

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article IV and subject to the provisions of Article III, including source materials, byproduct materials, other radioisotopes, stable isotopes, and special nuclear materials for purposes other than fueling reactors and reactor experiments may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article III, and under such terms and conditions as may be agreed, and to the extent as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article IV and subject to the provisions of Article III, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

Article VII

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or

authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of materials other than special nuclear material, equipment and devices and for the performance of services.

B. It is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles VI and VIII of this Agreement and subject to the limitations of Article IX of this Agreement.

C. The Parties agree that the activities referred to in Paragraphs A and B of this Article shall be subject to the limitations in Article III and to the policies of the Parties with respect to transactions involving the authorized persons referred to in Paragraphs A and B.

Article VIII

A. During the period of this Agreement, the Commission will supply to the Government of Norway, under terms and conditions as the Parties may agree, all of Norway's requirements for uranium enriched in the isotope U-235 for use in the power reactor program described in the Appendix to this Agreement, which Appendix, subject to the quantity limitation established in Article IX, may be amended from time to time by mutual consent without modification of this Agreement.

- (1) The Commission will supply such enriched uranium by providing after December 31, 1968, for the production or enrichment, or both, in facilities owned by the Commission of enrichment¹ uranium for the account of the Government of Norway. (Upon timely advice that any natural uranium required with respect to any particular delivery of enriched uranium under such service arrangements is not reasonably available to the Government of Norway, the Commission will be prepared to furnish the required natural uranium on terms and conditions to be agreed.)
- (2) Notwithstanding the provisions of Paragraph A (1) above, if the Government of Norway so requests, the Commission, at its election, may sell the enriched uranium to the Government of Norway under such terms and conditions as may be agreed by the Parties.

B. As the Parties may agree, the Commission will transfer to the Government of Norway uranium enriched in the isotope U-235 for use in fueling

¹ Should read "enriched".

of defined research applications, including research reactors, materials testing reactors, and reactor experiments, subject to the quantity limitations of Article IX. The terms and conditions of each transfer shall be agreed upon by the Parties, it being understood that in the event of transfer of title of enriched uranium, the Commission shall have the option of limiting the arrangements to undertakings such as those described in Paragraph A (1) of this Article.

C. The Commission may also transfer to the Government of Norway under such terms and conditions with respect to each transfer as the Parties may agree, special nuclear material for the performance in Norway of conversion or fabrication services, or both, and for subsequent transfer to a nation or group of nations with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls. It is understood that in the event of transfer of title of enriched uranium to the Government of Norway, the Commission shall have the option of limiting the arrangements to undertakings such as those described in Paragraph A (1) of this Article.

D. With respect to transfers of uranium enriched in the isotope U-235 provided for in Paragraphs A, B, and C of this Article, it is understood that :

- (1) contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or services will be executed on a timely basis between the Commission and the Government of Norway; and
- (2) prices for uranium enriched in the isotope U-235 sold and charges for enrichment services performed and the advance notice required for delivery will be those in effect at the time of delivery for users in the United States. The Commission may agree to supply enriched uranium or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price as the Commission may consider reasonable to cover abnormal production costs incurred by the Commission by reason of such shorter notice.

E. It is agreed that, should the total quantity of enriched uranium which the Commission has agreed to provide pursuant to this and other Agreements for Cooperation reach the maximum quantity of enriched uranium which the Commission has available for such purposes, and should the Government of Norway not have executed contracts covering the adjusted net quantity specified in Article IX, the Commission may request, upon

appropriate notice, that the Government of Norway execute contracts for all or any part of such enriched uranium as is not then under contract. It is understood that, should the Government of Norway not execute a contract in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations to the Government of Norway with respect to the enriched uranium for which a contract has been so requested.

F. The enriched uranium supplied hereunder may contain up to twenty percent (20 %) in the isotope U-235. The Commission, however, may make available a portion of the enriched uranium supplied hereunder as material containing more than 20 % in the isotope U-235 when there is a technical or economic justification for such a transfer.

G. Within the limitations contained in Article IX, the quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of Norway for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

H. It is agreed that when any special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from the reactor prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

I. With respect to all special nuclear material not owned by the Government of the United States of America produced in reactors while fueled with materials obtained from the United States of America by means other than lease, which is in excess of the need of the Government of Norway for such materials in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an Agreement for Cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised.

J. Special nuclear material produced, as a result of irradiation processes, in any part of the fuel leased under this Agreement, or the superseded Agreement, shall be for the account of the Government of Norway and, after reprocessing as provided in Paragraph H of this Article, shall be returned to the Government of Norway, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with a credit to the Government of Norway based on the prices in the United States of America referred to in Paragraph I of this Article, any such special nuclear material which is in excess of the needs of Norway for such material in its program for the peaceful uses of atomic energy.

K. Some atomic energy materials which the Government of Norway may request the Commission to provide in accordance with this Agreement, or which have been provided to the Government of Norway under the superseded Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of Norway, the Government of Norway shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may lease pursuant to this Agreement, or may have leased pursuant to the superseded Agreement, to the Government of Norway or to any private individual or private organization under its jurisdiction, the Government of Norway shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of Norway or to any private individual or private organization under its jurisdiction.

Article IX

The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to Norway under Articles VI, VII or VIII during the period of this Agreement for Cooperation, or under the superseded Agreement, shall not exceed in the aggregate 10,500 kilograms. The following method of computation shall be used in calculating transfers, within the ceiling quantity of 10,500 kilograms of U-235, made under said Articles:

From :

- (1) the quantity of U-235 contained in enriched uranium transferred under said Articles, minus

- (2) the quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract :

- (3) the aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either transferred to the United States of America or to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this Agreement, minus
- (4) the quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

Article X

A. The Government of the United States of America and the Government of Norway emphasize their common interest in assuring that any material, equipment, or device made available to the Government of Norway pursuant to this Agreement, or the superseded Agreement, shall be used solely for civil purposes.

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XII, by safeguards of the International Atomic Energy Agency, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights :

- (1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards to review the design of any
 - (a) reactor and
 - (b) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards, which are to be made available to the Government of Norway or any person under its jurisdiction under this or the superseded Agreement, by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available : source material, special nuclear material, moderator material, or other material designated by the Commission;
- (2) With respect to any source or special nuclear material made available to the Government of Norway or any person under its jurisdiction, under this or the superseded Agreement, by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recovered from, or produced

as a result of the use of any of the following materials, equipment, or devices so made available :

- (a) source material, special nuclear material, moderator material, or other material designated by the Commission,
 - (b) reactors,
 - (c) any other equipment or device designated by the Commission as an item to be made available on the condition that provision of this subparagraph B (2) will apply,
 - (i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials; and
 - (ii) to require that any such material in the custody of the Government of Norway or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guaranties set forth in Article XI;
- (3) To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph B (2) of this Article which is not currently utilized for civil purposes in Norway and which is not purchased or retained by the Government of the United States of America pursuant to Article VIII of this Agreement, transferred pursuant to Article VIII, Paragraph I (b), or otherwise disposed of pursuant to an agreement mutually acceptable to the Parties;
- (4) To designate, after consultation with the Government of Norway, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of Norway, shall have access in Norway to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B (2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;
- (5) In the event of non-compliance with the provisions of this Article, or the guarantees set forth in Article XI, and the failure of the Government of Norway to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials, equipment; and

(6) To consult with the Government of Norway in the matter of health and safety.

C. The Government of Norway undertakes to facilitate the application of the safeguards provided for in this Article

Article XI

The Government of Norway guarantees that :

A. Safeguards provided in Article X shall be maintained.

B. No material, including equipment and devices, transferred to the Government of Norway or authorized persons under its jurisdiction pursuant to this Agreement, or the superseded Agreement, by lease, sale or otherwise, and no special nuclear material produced as a result of such transfer will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Norway except as the Commission may agree to such transfer to another nation or group of nations and then only if in the opinion of the Commission such transfer falls within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

Article XII

A. The Government of the United States of America and the Government of Norway, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement. It is contemplated that the necessary arrangements will be effected without modification of this Agreement through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded to the Commission by Article X of this Agreement, during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in Paragraph A of this Article, either Party may, by notification, terminate this Agreement.

Before either Party takes steps to terminate this Agreement, the Parties will carefully consider the economic effects of any such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of Norway, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of termination by either Party, the Government of Norway shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of Norway for its interest in such material so returned at the United States Commission's schedule of prices then in effect domestically.

Article XIII

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, material, equipment, devices, and information transferred thereunder.

Article XIV

This Agreement shall enter into force on the date on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of thirty years.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement.

DONE at Washington, in duplicate, this fourth day of May, 1967.

For the Government of the United States of America :

John M. LEDDY
Glenn T. SEABORG

For the Government of Norway :

Arne GUNNENG

APPENDIX

NORWEGIAN ENRICHED URANIUM POWER REACTOR PROGRAM

<i>Reactor</i>	<i>Power MW Net Electrical</i>	<i>Start of Con- struction</i>	<i>Criticality Date</i>	<i>Total Kgs U-235 Required</i>
A. Skien Fjord	600	1972	1975	10,000
