



International Atomic Energy Agency

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THE TEXTS OF THE INSTRUMENTS CONNECTED WITH THE AGENCY'S ASSISTANCE TO FINLAND IN RELATION TO A RESEARCH REACTOR PROJECT

A Third Supply Agreement

As a sequel to the assistance which the Agency provided to the Government of Finland in connection with a research reactor project¹⁾, a third Supply Agreement has been concluded between the Agency and the Governments of Finland and the United States of America. This Agreement entered into force on 5 November 1967, and the text²⁾ is reproduced herein for the information of all Members.

¹⁾ Pursuant to the agreements reproduced in documents INFCIRC/24 and Corr.1 and INFCIRC/24/Add.2.

²⁾ The footnotes to the text have been added in the present information circular.

THIRD SUPPLY AGREEMENT

CONTRACT FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN FINLAND

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of Finland (hereinafter called "Finland") on 30 December 1960 signed an Agreement for assistance by the Agency to Finland in establishing a training and research project for peaceful purposes relating to the FiR-1 reactor (hereinafter called the "Project Agreement");³⁾

WHEREAS the Agency, Finland and the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the Government of the United States of America (hereinafter called the "United States"), on 23 and 30 December 1960 signed Contracts for the Transfer of Enriched Uranium (hereinafter called the "First" and "Second Supply Agreement" respectively)⁴⁾ for the reactor, pursuant to which a supply of enriched uranium was delivered to Finland;

WHEREAS the maximum power level of the FiR-1 research reactor was raised from 100 to 250 kilowatt during 1967;

WHEREAS Finland, in connection with the Project Agreement, has requested the assistance of the Agency in securing from the United States an additional supply of enriched uranium;

WHEREAS the Board of Governors of the Agency approved the additional assistance for the project on 15 June 1966;

WHEREAS the Agency and the United States on 11 May 1959 concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement")⁵⁾, under which the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material; and

WHEREAS Finland has made arrangements with a manufacturer in the United States of America for the fabrication of enriched uranium into additional fuel elements for the reactor;

NOW THEREFORE the Agency, the Commission and Finland hereby agree as follows:

ARTICLE I

Transfer of Enriched Uranium

Section 1. Subject to the provisions of the Co-operation Agreement, the Commission shall transfer to the Agency, and the Agency shall accept from the Commission, approximately 380 grams of uranium-235 contained in uranium enriched to approximately 20 % by weight in the isotope uranium-235 (hereinafter called the "fuel material"), the precise quantities to be determined pursuant to Section 3, contained in ten fuel elements for the 250-kilowatt FiR-1 Triga Mark II research reactor (hereinafter called the "reactor").

Section 2. The Agency shall transfer to Finland and Finland shall accept from the Agency the fuel material.

Section 3. The conditions specified in sub-paragraphs 3(a), 3(b), 3(e) and 3(f) of Article I of the First Supply Agreement shall apply, mutatis mutandis, to the transfers mentioned in Sections 1 and 2.

³⁾ INFCIRC/24, part II, and Corr. 1.

⁴⁾ Ibid., part I, and INFCIRC/24/Add.2.

⁵⁾ INFCIRC/5, part III.

ARTICLE II

Payment

Section 4. The Agency shall send an invoice to Finland at or subsequent to the time the parties have agreed with respect to the determination pursuant to sub-paragraph 3(b) of Article I of the First Supply Agreement referred to in Section 3. Within thirty days from the date of this invoice Finland shall pay to the Agency in United States currency a sum equal to that which the Agency will be obliged to pay to the Commission pursuant to Section 5. If the Agency does not receive payment within thirty days after the date of invoice, it is entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

Section 5. The Commission shall send an invoice to the Agency at or subsequent to the time the Commission transfers possession pursuant to sub-paragraph 3(e) of Article I of the First Supply Agreement referred to in Section 3. Within sixty days from the date of this invoice the Agency shall pay for the fuel material as per the schedule of charges for enriched uranium published in the United States Federal Register and in effect on the date of transfer of the material, provided, however, that in the event said charges in effect on the date of transfer of the material should exceed the charges set forth in the Annex to this Contract, which are the charges in effect on the date of the entry into force of this Contract pursuant to Section 9, the Agency may, and at the request of Finland shall, cancel this Contract without incurring obligations of any kind thereunder. Payment shall be made in United States currency to the Commission or its designated agent or contractor. If payment is not received within sixty days after the date of invoice, the Commission shall be entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

ARTICLE III

General Provisions

Section 6. Articles III, IV and V of the First Supply Agreement shall apply, mutatis mutandis, to the transfers specified in Sections 1 and 2.

ARTICLE IV

Amendment of Project Agreement

Section 7. It is understood by the Agency and Finland that paragraph 2 of Article II of the Project Agreement is hereby amended to include the material covered by this Contract under the definition of fuel material.

ARTICLE V

Entry into Force

Section 8. This Contract shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and Finland.

TEXTS OF THE INSTRUMENTS CONNECTED WITH THE AGENCY'S ASSISTANCE

DONE in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(*signed*) John A. Hall

Vienna, 5 November 1967

For the GOVERNMENT OF FINLAND:

(*signed*) Eeva-Kristiina Forsman

Vienna, 30 October 1967

For the UNITED STATES ATOMIC ENERGY COMMISSION on behalf of the GOVERNMENT OF
THE UNITED STATES OF AMERICA:

(*signed*) Philippe G. Jacques

Vienna, 3 November 1967

A N N E X**United States Atomic Energy Commission****Charges for Enriched Uranium**

The rates of charges for enriched uranium, as provided for in Section 5 of this Contract, are as follows:

<u>Percentage Enrichment by weight in the Isotope ^{235}U of the enriched uranium</u>	<u>Price US \$/g of enriched uranium</u>
18	2.013
20	2.252
25	2.853