

Credit for material paid for will be made as of the date such payment is received by the Commission.

D. Whenever the Commission changes any applicable base charge as provided in Article 12 below, the value or worth of material recorded in the Lessee's account will be recomputed at the new base charge; provided, that the value or worth of material lost or consumed as of the date of such change shall not be recomputed. The new base charge will be used in determining the value or worth of material lost or consumed, and for computing the value or worth of material subject to use-charges, subsequent to the effective date of the change in the applicable base charge.

E. The Lessee will be notified of the debits and credits made to his account as the result of shipments and transfers of material, and of any changes in the value or worth of material in such account as the result of changes in the applicable base charges. The Lessee will promptly notify the Commission of any disagreement with, or discrepancies or errors in, such notices.

F. The Lessee will submit such transfer documents covering receipts and shipments, and reports of loss or consumption, and inventory, with respect to material

D 委員会が第十二条に定めるところに従つて適用される基本料を変更するときはいづれでも、賃借者勘定に記入する物質の価額又は価値は、新たな基本料により再算定する。ただし、この変更の日に喪失し、又は消耗した物質の価額又は価値は、再算定しない。新たな基本料は、適用される基本料の変更が有効となる日の後に喪失し、又は消耗した物質の価額又は価値の決定及び前記の日の後に使用料の適用を受ける物質の価額又は価値の算定のために使用される。

E 賃借者は、物質の輸送及び移転の結果行なわれる賃借者勘定の借記及び貸記並びに適用される基本料の変更に伴う前記の勘定における物質の価額又は価値の変更について通告を受ける。賃借者は、すみやかに、前記の通告に対する異議又はその通告における矛盾若しくは誤りを委員会に通告する。

F 賃借者は、賃貸借協定の適用を受ける物質に関して、委員会が定める受領及び発送を明示する移転書、喪失又は消耗の報告並びに現在使用量報告を提

出し、かつ、賃貸借協定の適用を受ける物質の受領、占有、移転又は使用に関する適当な記録を維持し、合理的な通告を受けたときは、査察のためにその記録を委員会に提供する。

第十二条 使用料率、基本料及び仕様の変更

A 賃貸借協定に基づいて提供された物質についての使用料率、基本料及び仕様は、法に基づいて委員会が行なう変更に従う。

B 使用料率、基本料及び（又は）仕様の変更は、委員会の変更の公示に従い、七月一日又は一月一日のいずれかの日に効力を生ずる。ただし、その変更について、公表その他の方法により少なくとも三十日前の予告が賃借者に与えられることを条件とする。

第十三条 AECの義務の履行、支払請求

A 委員会は、賃貸借協定に基づく義務を委員会の施設の運営者を通じて履行することができる。

AECの義務の履行、支払請求

subject to this Lease, as the Commission may prescribe, and shall maintain and make available to the Commission for inspection, upon reasonable notice, adequate records pertaining to the receipt, possession, transfer, or use of material subject to this Lease.

ARTICLE 12—CHANGES IN RATE OF USE-CHARGE, BASE CHARGES, AND SPECIFICATIONS

A. The rate of use-charge, the base charges and the specifications for material furnished pursuant to this Lease are subject to change by the Commission in accordance with the Act.

B. Any changes in the rate of use-charge, the base charges and/or the specifications shall be effective on either July 1 or January 1 as stated in a notice of change published by the Commission, provided at least thirty (30) days' prior notice of such changes is given the Lessee, by publication or otherwise.

ARTICLE 13—PERFORMANCE OF AEC OBLIGATIONS; BILLING

A. The Commission may fulfill its obligations under the Lease through the operator of any of its facilities.

B 賃貸借協定に基づき委員会に支払うべき額についての支払請求は、通常、

- (1) 役務については、その遂行の後に、及び
- (2) 物質の使用料及び物質の喪失又は消耗については、半年ごとに
行なう。

C 第八条Bに定めるところに従つて定期的に行なわれた支払請求は、当該物質の実際の量、濃縮度、同位元素含有分及び仕様に合わせて調整される。もつとも、この調整は、Dに定める場合を除き、賃借者又は委員会に利息を支払う義務を負わせない。

D 委員会により又は委員会のために行なわれるすべての支払請求は、明細勘定書の日付の日から六十日以内に、アメリカ合衆国通貨で支払う。委員会は、支払を明細勘定書の日付の日から六十日後に受領したときは、その支払額について、年六パーセントの率で追加の料金を徴収する権利を有する。

第十四条 引渡しの時

委員会は、賃貸借協定の適用を受ける物質の発注書に掲げる時に物質の引渡しを行なうよう合理的な努力

アメリカ合衆国 合衆国原子力委員会との間の特殊核物質賃貸借協定

B. Billings for amounts due the Commission under the Lease will ordinarily be made

- (1) following the performance of any service, and
- (2) semi-annually for use-charge and for loss or consumption of material.

C. All billings made periodically as prescribed in Article 8 B are subject to adjustment to recognize actual amounts, enrichment, isotopic content, and specifications of material involved; provided that, except as stated in paragraph D, below, such adjustments will not subject the Lessee or the Commission to liability for interest.

D. All bills rendered by or on behalf of the Commission are due sixty (60) days from the date of invoice, and shall be paid in currency of the United States of America. Payment received after sixty (60) days from date of invoice shall entitle the Commission to an additional charge at six (6) per cent per annum on such amount.

ARTICLE 14 — TIME OF DELIVERY

The Commission will make reasonable efforts to deliver material at the time or times stated in orders for material

を払うが、アメリカ合衆国政府、委員会及び委員会を代表して行動する者は、その時に引渡しが行なわれなかつたことについて、責任を負わない。

第十五条 円筒及び設備

A 貸借協定の両当事者が別段の合意をする場合を除き、六弗化ウランの形状の濃縮ウラン（ウラン二三五）の貸借者から直接委員会への及び委員会から直接貸借者へのすべての輸送は、委員会から購入した円筒に入れて行なう。六弗化ウランを直接委員会に返還するための円筒は、貸借者の要請により、委員会の施設における f. o. b. の商業的運送条件で貸借者に提供される。

B Aに定める場合を除き、貸借協定の適用を受ける物質の貸借者への輸送及びその物質の委員会への返還輸送は、もっぱら、委員会が認める容器及び（又は）設備により行なわれる。委員会は、物質の輸送のための容器及び設備を提供することができ、が、その義務を有しない。

subject to this Lease, but neither the Government of the United States of America, the Commission, nor persons acting on behalf of the Commission shall be subject to any liability for any failure to do so.

ARTICLE 15 — CYLINDERS AND EQUIPMENT

A. Except as otherwise may be agreed by the Parties hereto, all shipments of enriched uranium (U-235) in the form of uranium hexafluoride (UF₆) from the Commission to the Lessee directly, and from the Lessee directly to the Commission, will be made in cylinders purchased from the Commission. If requested by the Lessee, cylinders for return of uranium hexafluoride (UF₆) directly to the Commission will be made available to the Lessee f. o. b. commercial conveyance at the Commission facility.

B. Except as provided in Paragraph A above, shipments of material subject to this Lease to the Lessee, and the return shipment of such materials to the Commission, shall be made only in containers and/or equipment acceptable to the Commission. The Commission may, but shall not be required to, furnish containers and equipment for shipping such material.

C AEC 所有のものでない円筒、容器及び設備で賃借者が提供し、又は利用するものは、安全、設計基準、清潔性及び非汚染性に関する委員会の現行の仕様及び慣例に合致するものとし、そのことについての判定は、委員会のみが行なう。委員会は、AEC 所有のものでない円筒、容器及び設備を合理的な期間内に賃借者に返還するように努力するが、その円筒、容器又は設備の喪失又は損傷について責任を負わない。ただし、その喪失又は損傷が委員会の過失又は怠慢に起因する場合は、この限りでない。AEC 所有のものでない円筒、容器及び設備の委員会による返還運送は、委員会の施設における f. o. b. の商業的運送条件で行なわれる。

D 物質が委員会に輸送され、かつ、容器、物質又は輸送方法が委員会又は当該事項の管轄権を有する合衆国政府の他のいずれかの機関が定める健康及び安全の基準に合致しなかつたため、委員会が容器、貨車、トラックその他の輸送車両又は委員会の積下場及び安全の機械の汚染除去を行なうこととしたときはいつでも、賃借者は、確定した委員会の価格政策に従つて委員会が決定する汚染除去費用の全部について委員会に対し責任を負う。

(条・十五)

C. Any non-AEC-owned cylinders, containers and equipment furnished or utilized by the Lessee will meet current Commission specifications and practices as to safety, design criteria, cleanliness and freedom from contamination, of which the Commission shall be the sole judge. The Commission will endeavor to return non-AEC-owned cylinders, containers and other equipment to the Lessee in a reasonable time, but will not be responsible for any loss of or damage to such cylinders, containers or equipment except as may result from its fault or negligence. Such return shipments of non-AEC-owned cylinders, containers and other equipment by the Commission will be made f. o. b. commercial conveyance at the Commission facility.

D. Whenever material is shipped to the Commission, and the Commission elects to decontaminate the containers, railroad cars, trucks or other shipping vehicles or the Commission's unloading area and machinery, because the containers, or the material or the method of shipment failed to meet the health and safety standard prescribed by the Commission or any other United States Government agencies having jurisdiction over such matters, the Lessee shall be responsible to the

Commission for the full cost of such decontamination as determined by the Commission in accordance with established Commission pricing policy.

第十六条 譲渡

賃借者は、委員会の明示の書面による承認を受けな
いで、賃貸借協定又は同協定の適用を受ける物質の発
注書を譲渡することができない。

第十七条 物質の量及び物性の決定、測定
の相違の解決、使用料の調整

A この第十七条AからCまでに定める規定及び手続
は、賃貸借協定に基づいて賃貸借される物質で直接
賃借者に提供されるもの及び賃貸借協定の適用を受
ける物質で直接委員会の施設に返還されるものに関
し、その物質の量及び物性の決定並びにその決定か
ら生ずる測定値の相違の解決に適用する。このAの
規定の適用上、「発出者」及び「受領者」とは、場
合により、賃借者及び委員会をいう。

ARTICLE 16 — ASSIGNMENT
The Lessee may not assign this Lease, or any order
for material subject to this Lease, without the express
written approval of the Commission.

ARTICLE 17 — DETERMINATION OF MATERIAL
QUANTITIES AND PROPERTIES; SETTLEMENT
OF MEASUREMENT DIFFERENCES; ADJUST-
MENTS OF USE-CHARGES

A. The provisions and procedures contained in paragraphs
A through C of this Article 17 shall apply to the
determination of quantities and properties of material,
and the resolution of measurement differences resulting
from such determination, with respect to material leased
hereunder which is to be furnished the Lessee directly,
and with respect to material subject to this Lease which
is returned directly to a Commission facility. For the
purposes of this paragraph, the terms "receiver" and
"shipper" shall refer to the Lessee and the Commission,

物質の量
及び物性
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の相違の
解決、使
用の調整

譲
渡

(1) 委員会が定めた方法により採取した委員会の試料は、正式の試料であり、賃借者及び委員会が他の試料の使用に合意しない限り、賃借者、委員会及び判定人を拘束する。

(2) 受領者は、物質についてのAEC移管書に掲げる発出者の量及び(又は)物性を受諾しない場合には、その物質の受領の時又はその物質のためのAEC移管書の受領の時のいずれかおそい時から六十日以内に、書面による異議の通告を発出者に与える。異議の通告は、異議を裏付ける測定資料を含むものとする。この異議の通告が六十日以内に与えられなかつた場合には、発出者の測定値が最終的となり、かつ、両当事者を拘束する。受領者は、賃借者及び委員会が相互に合意しない限り、その相違が解決されるまではいかなる方法でもその物質を使用し、又は処分してはならない。ただし、この(2)のいかなる規定も、受領者が保管のため又は健康上及び安全上の危険に対する防護のために必要なその物質の取扱いを行なうことを妨げるものではない。

as the case may be.

(1) The Commission samples obtained using the Commission's procedures will be the official samples and shall be binding upon the Lessee, the Commission and the umpire unless the Lessee and Commission agree upon the use of other samples.

(2) If the receiver does not accept the shipper's quantities and/or properties stated on the AEC transfer form for such material, the receiver shall within sixty (60) days after the receipt of the material or the AEC transfer form, whichever is later, submit a notice of disagreement in writing to the shipper. The notice of disagreement shall include measurement data supporting the disagreement. If such notice of disagreement is not submitted within such sixty (60) days, the shipper's measurements will be final and binding upon both Parties. The receiver shall not use or dispose of the material in any manner until the difference is resolved unless such use or disposition is mutually agreed to by the Lessee and the Commission, provided that nothing herein shall prevent the receiver from handling the material

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(3) 異議が相互の合意により解決されない場合には、次の手続が適用される。

(a) 異議が総量測定（たとえば、総量、総重量及び純重量、総個数その他当該物質の全量に関して行なわれる測定）に関するものである場合には、両当事者が相互に合意する判定人により、相互に合意する場所で、再測定が行なわれる。判定人の測定値は、両当事者にとつて最終的である。判定人の測定値からより離れた原測定値を出した当事者が判定人の経費を負担する。ただし、判定人の測定値が発出者の測定値と受領者の測定値とから等距離にある場合には、両当事者がそれぞれ判定人の経費の半額を負担する。

(b) 異議が試料の分析から得られた測定値に関するものである場合には、正式の試料を、分析のため、相互に合意される判定人に提出する。判

as necessary for storage or protection against health and safety hazards.

(3) If the disagreement is not resolved by mutual agreement, the following procedures shall apply:

(a) If the disagreement concerns bulk measurement (i. e., total volume, gross and net weight, total piece count or any other measurement made on the entire quantity of material involved), repeat measurements shall be performed by an umpire mutually agreed to by both Parties at a mutually agreed upon site. The umpire's result will be conclusive on both Parties. The Party whose original measurement result is furthest from the umpire's result will bear the umpire's charges; provided, in the event the umpire's result is equidistant between the shipper's and the receiver's results, the Parties will each bear one-half of the umpire's charges.

(b) If the disagreement concerns results obtained from analysis of a sample, an official sample will be submitted to an umpire

定人の測定値は、両当事者にとって最終的である。

(i) 仕様の許容限度に関する異議の場合には、正式の試料に基づく判定人の測定値が仕様の許容限度内にあるときは、受領者が判定人の経費を負担し、また、判定人の測定値が仕様の許容限度内でないときは、発出者が判定人の経費を負担する。

(ii) 定量的決定に関する異議の場合には、正式の試料に基づく判定人の測定値を使用し、判定人の測定値からより離れた測定値を出した当事者が判定人の経費を支払う。ただし、判定人の測定値が発出者の測定値と受領者の測定値とから等距離にある場合には、両当事者がそれぞれ判定人の経費の半額を負担する。

B

この条にいう測定に関する異議の対象となる物質

アメリカ合衆国 合衆国原子力委員会との間の特殊核物質貸借協定

mutually agreed upon for analysis. The umpire's result will be conclusive on both Parties.

(i) In the case of a disagreement with respect to specification limits based on an official sample, the receiver will bear the umpire's charges if the umpire's result is within specification limits, and the shipper will pay the umpire's charges if the umpire's result is not within specification limits.

(ii) In the case of a disagreement concerning quantitative determinations on an official sample, the umpire's result will be used and the Party whose result is furthest from the umpire's result will pay the umpire's charges; provided, in the event the umpire's result is equidistant between the shipper's and the receiver's results, the Parties will each bear one-half of the umpire's charges.

B. The period of time during which use-charges shall

に關して賃貸借協定に基づいて使用料が課される期間は、次のとおり調整される。

(1) 異議が賃借者に引き渡された物質に關するものであり、かつ、判定人により賃借者に有利に解決される場合には、使用料は、異議の通告の受領の日と、解決の日又は、賃借者による物質の使用若しくは処分がこの第十七条A(2)に定めるところに従つて両当事者により相互に合意されたときは、その使用若しくは処分の日のみずれか早い日との間の期間は、課されない。ただし、異議が物質の仕樣に關するものであり、かつ、判定人により賃借者に有利に解決される場合には、使用料は、賃借者がその物質を保持することを選ぶとき、その物質の使用若しくは処分をこの第十七条A(2)に定めるところに従つて両当事者間で相互に合意した上で賃借者がその物質を使用し、若しくは処分するとき、又は賃借者が異議の解決の後妥当な期間内にその物質の返還を行なわなむるときに限り、課される。

(2) 異議が直接委員会に返還される物質に關するものである場合には、輸送の受領の日と異議の通告

accrue under this Lease with respect to material subject to a measurement disagreement hereunder shall be adjusted as follows:

(1) Where the disagreement pertains to material delivered to the Lessee and is resolved by the umpire in favor of the Lessee, no use-charge shall accrue between the date of receipt of notice of disagreement and the date of resolution or the date of use or disposition of material by the Lessee when such use or disposition is mutually agreed to by the Parties as provided in Article 17 A (2), whichever occurs first. Provided, however, that where the disagreement pertains to specifications of the material and is resolved by the umpire in favor of the Lessee, no use-charge shall accrue unless the Lessee elects to retain the material, uses or disposes of the material when such use or disposition is mutually agreed to by the Parties as provided in Article 17 A (2), or fails to return it within a reasonable time after resolution of the disagreement.

(2) Where the disagreement pertains to material returned directly to the Commission, no use-

の賃借者による受領の日との間の期間は、使用料は、課されない。異議が賃借者に有利に解決されない限り、使用料は、異議の通告を賃借者が受領した日と、解決の日又は、委員会による物質の使用若しくは処分がこの第十七条A(2)に定めるところに従つて両当事者により相互に合意されたときは、その使用若しくは処分の日をいづれか早い日との間の期間は、課される。

(3) 判定人が利用され、かつ、判定人の測定値が両当事者の測定値から等距離にある場合には、使用料は、異議の通告の受領の日と、解決の日又は、賃借者若しくは委員会による物質の使用若しくは処分がこの第十七条A(2)に定めるところに従つて両当事者により相互に合意されたときは、その使用若しくは処分の日をいづれか早い日との間の期間は、課される。

(4) 異議が相互の合意により解決される場合には、使用料の期間は、相互の合意により定める。

使用料は、量又は他の特徴が問題になつてゐる物

charge shall accrue between the date of receipt of the shipment and the Lessee's receipt of notice of disagreement. Use-charges shall accrue between the Lessee's receipt of notice of disagreement and the date of resolution or the date of use or disposition of the material by the Commission when such use or disposition is mutually agreed to by the Parties as provided in Article 17 A (2), whichever occurs first, unless the disagreement is resolved in favor of the Lessee.

(3) Where an umpire is used and the umpire's result is equidistant from those of the Parties, no use-charge shall accrue for one-half of the period between the date of receipt of notice of disagreement and the date of resolution or the date of use or disposition of the material by the Lessee or the Commission when such use or disposition is mutually agreed to by the Parties as provided in Article 17 A (2), whichever occurs first.

(4) Where the disagreement is resolved by mutual agreement, the period of use-charge shall be included in and settled by mutual agreement.

The above use-charges shall apply to the total of the

質の全体に適用するものとし、測定値の相違により示される量にだけ適用するのではない。

C 賃貸借協定の適用を受ける照射済物質で処理のため直接委員会の施設に返還されるものの量及び(又は)物性は、その物質を処理するための賃借者と委員会との間の契約で合意する規定及び手続に従つて決定する。

D 賃貸借協定に基づいて発注された物質で、処理及び(又は)加工並びに製造のため賃借者により雇用され、又は手配された合衆国の契約者に提供されるものに関しては、次の規定が適用される。

(1) 賃借者は、前記の契約者に対し、処理され、及び(又は)加工され、並びに製造された物質に含まれる特殊核物質の量並びにその同位元素含有分に関する契約者の決定の証明書を委員会に提出させる。賃貸借協定の両当事者による別段の合意がない限り、賃借者の合衆国の契約者により処理され、及び(又は)加工され、並びに製造された濃縮ウランの同位元素ウラン二三五の百分率は、委員会が契約者に提供したウランの同位元素ウラン

material whose quantity or other characteristics is involved, and not to the amount represented by any difference of the measurements.

C. The quantity and/or properties of irradiated material subject to this Lease and returned directly to a Commission facility for processing will be determined in accordance with the provisions and procedures agreed upon in the contract between the Lessee and the Commission for the processing of such material.

D. With respect to material ordered hereunder which is furnished a United States contractor engaged or arranged by the Lessee for purposes of processing and/or fabrication, and preparation the following shall apply:

(1) The Lessee shall cause the said contractor to submit to the Commission a written certificate of the contractor's determination of the quantity of special nuclear material contained in the processed and/or fabricated and prepared material, and of its isotopic content. Unless otherwise agreed by the Parties hereto, the per cent of the isotope uranium 235 in any enriched uranium either processed and/or fabricated and prepared

二三五の濃縮度と同一とみなされ、これに従つて契約者の証明書が作成される。処理され、及び(又は)加工され、並びに製造をれた物質に含まれる特殊核物質の量は、合衆国の契約者が決定し、かつ、書面により証明するもので、委員会が適当と認める審査又は分析の後同意を与え、又は修正したものとす。

(2) 委員会と契約者との間において物質の量及び物性の決定並びにその決定から生ずる測定値の相違の解決を規律する規定及び手続は、委員会とその契約者との間の取極により定める。

第十八条 特許侵害の免責

委員会が書面により明示的に放棄しない限り、賃借者は、賃借者のために行なわれたいづれかの役務、分

アメリカ合衆国 合衆国原子力委員会との間の特殊核物質貸借協定

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by the Lessee's United States contractor shall be deemed to be the same as the uranium-235 isotopic enrichment of the uranium made available by the Commission to the contractor and the contractor's certificate shall be written accordingly. The quantity of special nuclear material contained in the processed and/or fabricated and prepared material shall be as determined and certified in writing by the United States contractor and as may be concurred in or revised by the Commission after any reviews or analyses which the Commission may deem appropriate.

(2) The provisions and procedures governing, as between the Commission and the said contractor, the determination of quantities and properties of said material, and the resolution of measurement differences resulting from such determination shall be those established by the arrangement between the Commission and the said contractor.

ARTICLE 18 —PATENT INDEMNIFICATION

Unless expressly waived in writing by the Commission, the Lessee agrees to indemnify the Government of the

特許侵害
の免責

析又は試験の実施中に、それについての賃借者の特別の指示に従つた結果生ずる公開の特許の侵害について、アメリカ合衆国政府、委員会及び委員会を代表する者に対し、その責任（それに伴う費用及び経費を含む。）を免れさせることに同意する。

第十九条 情報の利用及び公開の権利

情報の利用及び公開の権利

委員会は、賃貸借協定に基づいて賃借者のためになされた役務、分析又は試験の結果委員会又は委員会を代表する者が開発した情報又は資料を公開し、及び利用する権利を有する。

第二十条 他の契約及び協定

他の契約及び協定

賃貸借協定によれば、賃貸借協定の適用を受ける照射済物質の処理役務に関する賃借者と委員会との間の別個の契約及び（又は）賃貸借協定の適用を受ける物質を委員会の利益のために委員会に提供するための賃借者と委員会との間の協定（この協定は、使用料支払

United States of America, the Commission, and persons acting on behalf of the Commission against liability, including costs and expenses incurred, for infringement of any Letters Patents occurring in the course of the performance of any service, analysis or test performed for the Lessee as a result of following specific instructions of the Lessee in connection therewith.

ARTICLE 19 — RIGHT TO USE AND PUBLISH INFORMATION

The Commission shall have the right to publish and use any information or data developed by the Commission or persons acting on behalf of the Commission as the result of any service, analysis or test performed hereunder for the Lessee.

ARTICLE 20 — OTHER CONTRACTS AND AGREEMENTS

This Lease contemplates the possibility of separate contracts between the Lessee and the Commission for processing services of irradiated materials which are subject to this Lease, and/or agreements between the Lessee and the Commission under which material subject to this Lease

義務の停止又は終了について、賃貸借協定に基づくその他の義務の停止、終了又は変更について、及び(又は)賃借者が返還する物質の量の測定値について規定することができる。)を締結する可能性が認められる。前記の停止、終了若しくは変更の場合又は賃貸借協定に基づいて賃借者のために債権が認められる返還物質の額の決定に際しての測定資料の使用の場合を除き、賃貸借協定の適用を受ける物質について賃貸借協定に基づいて賃借者が負う義務は、前記の別個の契約の存在にかかわらず、継続するものとする。

第二十一条 受益を禁止される者

アメリカ合衆国議会の議員又は同国の属領代表は、同国の法律に従い、賃貸借協定のいかなる部分にも、また、それから生ずるいかなる利益にも関与し、又は参加することができないものと了解される。

第二十二条 通告

A 賃貸借協定に基づく賃借者の通告は、書面により次のあて名で委員会に提出する。

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is made available to the Commission for its benefit, and which may provide for suspension or termination of use; charges and suspension, termination or revision of other obligations hereunder, and/or for measurement of amounts of material which the Lessee is returning. Except for such suspension or termination or revision or the use of measurement data in determining amounts of material returned for which the Lessee will be allowed credit hereunder, the Lessee's obligations under this Lease for material subject to this Lease shall continue notwithstanding the existence of such separate contract or contracts.

ARTICLE 21 — OFFICIALS NOT TO BENEFIT

It is understood that, in accordance with the laws of the Government of the United States of America, no Member of 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 22 — NOTICES

A. Any notices required by this Lease of the Lessee shall be submitted in writing to the Commission addressed to:

コロンビア区ワシントン二五

合衆国原子力委員会国際部長

B 貸借協定に基づく委員会の通告は、書面により

次のあて名で貸借者に提出する。

コロンビア区ワシントン八

北西マサチューセッツ通り二五一四

日本国大使館参事官

以上の証拠として、この協定の両当事者は、正当な権限によりこの協定に署名させた。

千九百六十一年五月十九日にワシントンで、日本語及び英語により本書二通を作成した。

日本国政府のために

加藤 匡 夫

アメリカ合衆国政府を代表して行動する合衆国原子力委員会のために

A・A・ウエルズ

Director

Division of International Affairs

United States Atomic Energy Commission

Washington 25, D. C.

B. Any notices required by this Lease of the Commission shall be submitted in writing to the Lessee addressed to:

Counselor

Embassy of Japan

2514 Massachusetts Avenue, N. W.

Washington 8, D. C.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE, at Washington, in duplicate, in the Japanese and English languages this 19th day of May, 1961.

FOR THE GOVERNMENT OF JAPAN

Tadao Kato

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION ACTING ON BEHALF OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

A. A. Wells

(参・十頁)

SNM 賃貸借協定番号 JA/L/6

附属書 A

次の装置の操作における使用のための日本国政府とアメリカ合衆国政府を代表して行動する合衆国原子力委員会との特殊核物質賃貸借協定の附属書

装置 A 平均質炉系臨界実験装置

装置 B 水性均質炉系臨界実験装置

装置 C 速中性子増殖炉指数実験装置用速中性子コ

ンヴァーター

これらの三の装置は、日本国茨城県那珂郡東海村日本原子力研究所に設置される。

日程 1

賃借者が雇用する契約者による濃縮ウランの見積要求の日程

装置	要求の日	濃縮ウランの量	同位元素
A	千九百六十年四月	約八十五キログラム	ウラン 5 度の濃縮
		約十七キログラム	ウラン 3.5 度の濃縮
		約二十パーセン	ト

アメリカ合衆国 合衆国原子力委員会との間の特殊核物質賃貸借協定 附属書

SNM Lease Agreement No. JA/L/6

APPENDIX "A"

Appendix to Special Nuclear Material Lease Agreement between the Government of Japan and the United States Atomic Energy Commission Acting on Behalf of the Government of the United States of America, for use in the operation of:

Facility A. Semi-Homogenous Critical Facility

Facility B. Aqueous-Homogenous Critical Facility

Facility C. Fast Neutron Converter of the Fast Breeder Exponential Experiment Facility

The above 3 facilities to be located at the Japan Atomic Energy Research Institute, Tokai-mura, Naka-gun, Ibaragi-ken, Japan.

Schedule 1

Schedule of estimated requirements for enriched uranium by the Contractor engaged by the Lessee.

Facility	Date of Requirement	Quantity of Enriched Uranium	Enrichment in the Isotope U-235
A	Approx. July, 1960	Approx. 85kgs.	Approx. 20%
		Approx. 17kgs.	

附属書

五三三ノ四九

ごろ

B 千九百六十一年一月ごろ
 約十一グラム
 約二・二パーセン

C 千九百六十一年三月ごろ
 約二十グラム
 約四グラム
 約二十パーセン

濃縮ウランの委員会から貸借者への引渡しの日程

日程 2

装置 要求の日 濃縮ウランの量

同位元素
 ウラン二三
 五の濃縮

A 千九百六十一年十一月
 約七十六・二グラム
 約十五・二グラム
 約二十パーセン

B 千九百六十一年三月ごろ
 約十グラム
 約二グラム
 約二十パーセン

C 千九百六十一年三月ごろ
 約十五グラム
 約三グラム
 約二十パーセン

Schedule of deliveries by Commission of enriched uranium to the Lessee:

Schedule 2

Facility	Date of Requirement	Quantity of Enriched Uranium	Enrichment in the Isotope U-235
B	Approx. January, 1961	Approx. 11kgs.	Approx. 2.2 kgs.
C	Approx. March, 1961	Approx. 20kgs.	Approx. 4kgs.
A	November, 1960	Approx. 76.3 kgs.	Approx. 15.2 kgs.
B	Approx. March, 1961	Approx. 10kgs.	Approx. 2 kgs.
C	Approx. March, 1961	Approx. 15kgs.	Approx. 3 kgs.

(参・十五)

May 19, 1961

My dear Mr. Wells:

I refer to the Special Nuclear Material Lease Agreement between the Government of Japan and the United States Atomic Energy Commission Acting on Behalf of the Government of the United States of America, which was signed today, and wish to state the following understandings which have been reached during our negotiations leading to the conclusion of the Agreement:

1. With reference to Article 6 A and B (2), and to Article 7 G, of the Lease Agreement, it is understood that, with respect to special nuclear material subject to the Lease Agreement distributed, or to be distributed, to an authorized user in Japan, such authorized user will engage the transporter of such material and pay the costs of such transporter. It is further understood, however, that the Government of Japan (hereinafter referred to as the Lessee) will continue to be responsible, under the Lease Agreement, to the United States Atomic Energy Commission (hereinafter referred to as the Commission) for assuring that transportation arrangements in connection with delivery and return of such material are adequately provided for and that the costs thereof

are paid.

2. At such time as the Lessee may be in a position to exercise the option provided for in Article 7 D (ii) of the Lease Agreement, the Parties will consider, if the Lessee so requests, purchase by the Lessee of such special nuclear material as may be involved. This is to conform that Article 3 and Article 7 A of the Lease Agreement specifically provide for consideration by the Parties of possible purchase by the Lessee of special nuclear material that might be subject to the provisions of Article 7 D (ii). Further, since the Agreement for Cooperation between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy, signed June 16, 1958, as amended, provides that the Commission will sell or lease, as may be agreed, enriched uranium for reactors constructed in Japan pursuant to the aforementioned Agreement for Cooperation, and assuming that the Commission's current policy of selling enriched uranium for use in reactors remains unchanged, no difficulty is foreseen in reaching an understanding, consistent with the Agreement for Cooperation, for the sale at some future date of special nuclear material transferred to

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- the Lessee under the Lease Agreement.
3. With reference to Article 18 of the Lease Agreement, it is understood that, should special nuclear material be leased pursuant to the Lease Agreement at some future time for use in other than research and material test reactors, the Parties shall consider the advisability of the user's providing the Government of the United States of America with an explicit indemnification against any liability for infringement of any Letters Patent which might arise out of the use of such material.
4. With respect to Article 21 of the Lease Agreement, it is understood that this Article is not intended to mean that the Lessee shall, without its consent, be subject to the jurisdiction of the courts of the Government of the United States of America.
- It would be greatly appreciated, if you would be good enough to confirm the above understandings.

Sincerely yours,
Tadao Kato
Counselor

Mr. A. A. Wells, Director
Division of International Affairs

United States Atomic Energy Commission

Washington 25, D.C.

May 19, 1961

Mr. Tadao Kato

Counselor, Embassy of Japan

2514 Massachusetts Avenue, N. W.

Washington 8, D. C.

My Dear Mr. Kato:

I refer to your letter dated today, in connection with the Special Nuclear Material Lease Agreement between the United States Atomic Energy Commission Acting on Behalf of the Government of the United States of America and the Government of Japan, which was signed today in which you set forth your understandings on certain matters, as follows:

1. With reference to Article 6 A and B (2), and to Article 7 G, of the Lease Agreement, it is understood that, with respect to special nuclear material subject to the Lease Agreement distributed, or to be distributed, to an authorized user in Japan, such authorized user will engage the transporter of such material and pay the costs of such transporter. It is further understood, however,

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that the Government of Japan (hereinafter referred to as the Lessee) will continue to be responsible, under the Lease Agreement, to the United States Atomic Energy Commission (hereinafter referred to as the Commission) for assuring that transportation arrangements in connection with delivery and return of such material are adequately provided for and that the costs thereof are paid.

2. At such time as the Lessee may be in a position to exercise the option provided for in Article 7 D (ii) of the Lease Agreement, the Parties will consider, if the Lessee so requests, purchase by the Lessee of such special nuclear material as may be involved. This is to confirm that Article 3 and Article 7 A of the Lease Agreement specifically provide for consideration by the Parties of possible purchase by the Lessee of special nuclear material that might be subject to the provisions of Article 7 D (ii). Further, since the Agreement for Cooperation between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy, signed June 16, 1958, as amended, provides that the Commission will sell or lease, as may be agreed, enriched uranium for reactors

constructed in Japan pursuant to the aforementioned Agreement for Cooperation, and assuming that the Commission's current policy of selling enriched uranium for use in reactors remains unchanged, no difficulty is foreseen in reaching an understanding, consistent with the Agreement for Cooperation, for the sale at some future date of special nuclear material transferred to the Lessee under the Lease Agreement.

3. With reference to Article 18 of the Lease Agreement, it is understood that, should special nuclear material be leased pursuant to the Lease Agreement at some future time for use in other than research and material test reactors, the Parties shall consider the advisability of the user's providing the Government of the United States of America with an explicit indemnification against any liability for infringement of any Letters Patent which might arise out of the use of such material.

4. With respect to Article 21 of the Lease Agreement, it is understood that this Article is not intended to mean that the Lessee shall, without its consent, be subject to the jurisdiction of the courts of the Government of the United States of America.

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I would like to take this opportunity to confirm our understanding of the matters set forth above.

Sincerely yours,
A. A. Wells, Director
Division of International Affairs