



# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ  
ΤΗΣ 23 ΙΑΝΟΥΑΡΙΟΥ 1971

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
**18**

**ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 724**

Περὶ κυρώσως τοῦ ἐν Οὐασιγκτῶνι ὑπογραφέντος τὴν 3ῆραν Απριλίου 1969 μισθωτήριον διὰ τὸ εἰδικὸν πυρηνικὸν ὄλικὸν μεταξὺ τῆς Ἐπιτροπῆς Ἀτομικῆς Ἐνεργείας τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐνεργούσης διὰ λογαριασμὸν καὶ ἐν δύναμι τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τῆς Κυβερνήσεως τοῦ Βασιλείου τῆς Ἐλλάδος.

**ΚΩΝΣΤΑΝΤΙΝΟΣ  
ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ**

Προτάσει τοῦ Ήμετέρου Υπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν :

"Ἄρθρον μόνον.

Κυροῦται καὶ ἔχει ἰσχὺν νόμου τὸ ὑπογραφὲν ἐν Οὐασιγκτῶνι τὴν 3ῆραν Απριλίου 1969 μισθωτήριον διὰ τὸ εἰδικὸν πυρηνικὸν ὄλικὸν μεταξὺ τῆς Ἐπιτροπῆς Ἀτομικῆς Ἐνεργείας τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐνεργούσης διὰ λογαριασμὸν καὶ ἐν δύναμι τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τῆς Κυβερνήσεως τοῦ Βασιλείου τῆς Ἐλλάδος, οὕτως τὸ κείμενον ἔπειται ἐν πρωτοτύψῳ εἰς τὴν ὀγγλικὴν καὶ ἐν μεταφράσει εἰς τὴν ἑλληνικὴν γλώσσαν.

Ἐν Ἀθήναις τῇ 14 Νοεμβρίου 1970

Ἐν Οὐρματι τοῦ Βασιλέως

**Ο ΑΝΤΙΒΑΣΙΛΕΥΣ**

**ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ**

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

**Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ**

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ

**ΣΤΥΛ. ΠΑΤΤΑΚΟΣ**

ΤΑ ΜΕΛΗ

ΝΙΚ. ΜΑΚΑΡΕΖΟΣ, ΑΓΓΕΛ, ΤΣΟΤΚΑΛΑΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΩΠΟΤΛΟΣ, ΔΟΤΚ. ΠΑΤΡΑΣ, ΝΙΚ. ΕΦΕΣΙΟΣ, ΝΙΚΗΤ. ΣΙΩΡΗΣ, ΓΕΩΡΓ. ΔΟΤΒΑΛΟΠΟΤΛΟΣ, ΙΩΑΝ. ΑΓΑΘΑΓΓΕΛΟΤ, ΕΜΜΑΝ. ΦΘΕΝΑΚΗΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΙΩΑΝ. ΠΑΠΑΒΛΑΧΟΠΟΤΛΟΣ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΠΑΤΛ. ΜΑΝΩΛΟΠΟΤΛΟΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΤ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΔΗΣ,

Ἐθεωρήθη καὶ ειένη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 16 Νοεμβρίου 1970

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

**ΑΓΓΕΛΟΣ ΤΣΟΥΚΑΛΑΣ**

ML—December 1968

Lease for special nuclear material between the United States Atomic Energy Commission acting for and on behalf of the Government of the United States of America and the Government of the Kingdom of Greece

SNM Lease No GR/ML/3

THIS LEASE (some times hereinafter referred to as the «Lease»), entered into this Third day of April, 1969, by and between the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the «Commission») acting for and on behalf of the Government of the United States of America (hereinafter sometimes called the «Government»), and the Government of the Kingdom of Greece (hereinafter called the «Lessee»);

WHEREAS, the Parties hereto desire to establish the terms and conditions applicable to the distribution of special nuclear material to the Lessee pursuant to the Agreement for Cooperation; and

WHEREAS, this Lease is authorized and executed on the part of the Commission under the United States Atomic Energy Act of 1954, as amended and the Agreement for Cooperation undertaken hereto;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

**Article I.**

**Definitions**

As used in this Lease :

a) The term «Act» means the Atomic Energy Act of 1954, as amended.

b) The term «Agreement for Cooperation» means the Agreement for Cooperation between the Government of the United States of America and the Government of the Kingdom of Greece signed at Washington on August 4, 1955, as amended, and as it may be further amended or superseded from time to time.

c) The terms «Atomic Energy Commission», «Commission» or «AEC» mean the United States Atomic Energy Commission or any duly authorized representative thereof.

d) The term «base charge» means the United States dollar amount per unit of normal or depleted uranium or special nuclear material in standard form and specification in effect as of the time any particular transaction under this Lease takes place, as set forth in

schedules published by the Commission in the United States Federal Register from time to time.

e) The term «blending» means the altering of the isotopic composition of a quantity of an element by means other than through the irradiation of material in a nuclear reactor.

f) The term «Commission facility» means a laboratory, plant, office, or other establishment operated by or on behalf of the Commission.

g) The term «Commission's established specifications» means the specifications for purity and other physical or chemical properties of normal or depleted uranium or special nuclear material, as published by the Commission in the United States Federal Register from time to time.

h) The terms «consumed» or «consumption» mean the destruction, burnup loss or disposition of material in such manner that it cannot be economically recovered for further use, material unaccounted for, or changes in the composition of material due to blending of different assays of material or other alteration of the isotopic ratio resulting in the reduction in value of such material.

i) The term «depleted uranium» means uranium having a weight fraction U-235 of less than 0.00711.

j) The term «established Commission pricing policy» means any applicable price or charge in United States dollars in effect at the time any particular transaction under this lease takes place (i) published by the Commission in the United States Federal Register, or (ii) in the absence of such a published figure, determined in accordance with the Commission's Pricing Policies. A statement of such Pricing Policies will be furnished Lessee upon request. The Commission's published prices and charges, as well as its Pricing Policies, may be amended from time to time.

k) The term «normal uranium» means uranium having 0.00711 weight fraction U-235.

l) The term «persons acting on behalf of the Commission» includes employees and contractors of the Commission, and employees of such contractors, who implement or participate in the implementation of this Lease pursuant to their employment or their contracts with the Commission.

m) The term «source material» means (1) uranium, thorium, or any other material which is determined by the Commission pursuant to the provisions of section 61 of the Act to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission may by regulation determine from time to time.

n) The term «special nuclear material» means (1) plutonium, uranium-233, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission determines pursuant to the provisions of section 51 of the Act to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

o) The term «standard form» means the chemical form of normal or depleted uranium or special nuclear material, as published by the Commission in the United States Federal Register from time to time.

p) The term «value» means the United States dollar amount determined by multiplying the applicable base charge by the number of units, or fractions thereof, of normal or depleted uranium or special nuclear material

involved, whether or not such material is in standard form or meets the Commission's established specifications; provided, however, where uranium enriched in the isotope U-235 subject to this Lease has its isotopic ratio altered by the generation of uranium isotopes U-232 and U-233 during irradiation of the material in a nuclear reactor, the term «value», for the purpose of determining provisional payments for consumption of such material, means the dollar amount determined by multiplying the number of grams of U-235 by the base charge per gram of U-235 calculated from subparagraph 3(a) of the United States Federal Register Notice entitled «Plutonium and Uranium Enriched in U-233; Guaranteed Purchase Price», 30 FR 3886, March 25, 1965 as the same may be amended from time to time.

## Article II.

### Scope

a) 1. This Lease is subject to all of the terms, conditions, provisions, and guarantees contained in the Agreement for Cooperation.

2. Unless otherwise provided herein, or in a written agreement between the Government, acting through the Commission, and the Lessee, the terms and conditions contained herein shall apply to special nuclear material and related services furnished to the Lessee by the Commission on and after the date of execution of this Lease, and to the material, if any, subject to Special Nuclear Material Lease Agreement(s) between the Government and the Lessee as of midnight December 31, 1968. The Lessee may be relieved of his obligations under this Lease for such material only in accordance with the terms of this Lease.

b) The Lessee shall order material pursuant to this Lease through the execution and submission of a special nuclear material order form prescribed by the Commission. The Lessee shall specify in his order whether he desires the ordered material to be furnished (a) directly to the Lessee, (b) through a Commission-licensed United States firm who is a Lessee of the Commission (hereinafter referred to as the «United States Contractor») engaged by the Lessor for processing and/or fabrication, or other purpose, or (c) otherwise. In any case, actual delivery to the Lessee shall be effected at a United States port of export as provided for under Article XV, «Delivery», of this Lease.

c) Acceptance of Lessee's order for material by or on behalf of the Commission shall constitute the Commission's commitment to lease the material specified in such order subject to the terms of this Lease.

d) Nothing herein shall be deemed to obligate the Lessee to order material or to obligate the Commission to lease material to the Lessee, or to provide services for the Lessee with respect to material.

## Article III.

### Title

Except as otherwise provided herein or as may agreed in writing by the Parties hereto, title to all material furnished to or received by the Lessee subject to or held under this Lease shall at all times be and remain in the Government.

## Article IV.

### Term of Lease, Termination and Cancellation

a) Except as otherwise provided herein, the Lessee shall have the right to possess and use material covered by this Lease until December 31, 1970; provided

this Lease may be extended by mutual agreement of the Parties.

b) The expiration or termination of the Agreement for Cooperation shall automatically result in the expiration of this Lease and any orders for material shall be of no further force or effect as to the affected material.

c) The Lessee may cancel any order for material under this Lease by notice in writing to the Commission at any time prior to delivery of the material; provided the Lessee shall pay a cancellation charge for the costs incurred by the Commission in connection with such order, as determined in accordance with established Commission pricing policy in effect at the time such costs are incurred.

d) In the event that Lessee for any reason is unable to use any material leased hereunder for the purpose for which said material was leased, Lessee shall promptly notify the Commission and shall return the said material in accordance with the terms hereof except as may be otherwise hereafter agreed in writing by the Parties.

e) The Commission may terminate or suspend in whole or in part this Lease at no cost to the Government at any time by written notice to the Lessee in the event that the Lessee shall fail to perform its obligations hereunder and shall fail to take corrective action within thirty (30) days of the date of the written notice of such failure to perform as provided above, unless such failure arises out of causes beyond the control and without fault or negligence of the Lessee.

#### Article V.

##### Material to be Furnished by the Commission; Service Charges

a) Except as otherwise agreed to in writing by the Commission and the Lessee, special nuclear material subject to this Lease shall be furnished to the Lessee in standard form in accordance with the Commission's established specifications.

b) The Lessee shall pay the Commission's service charges, if any, for withdrawal and packaging, and for any other special service rendered pursuant to the Lessee's order. Unless such charge or charges are agreed to in the order executed by the Lessee and Commission for material, the Lessee shall pay the Commission its charges for the services rendered pursuant to the Lessee's order as determined in accordance with established Commission pricing policy in effect at the time such services are rendered. The Lessee shall also pay the equivalent of a use charge for the period covered by such services and until actual delivery of the leased special nuclear material to the Lessee as herein provided, and for the value of material consumed in the rendering of any special services.

c) If the material delivered by the Commission pursuant to an order executed by the Lessee and the Commission does not conform to the Commission's established specifications (or to the specifications set forth in an order executed by the Lessee and the Commission), the responsibility and liability of the Government, the Commission, and persons acting on behalf of the Commission shall be limited solely to correcting such discrepancies by delivery of material which does conform to the applicable specifications. The Commission will pay to the carrier the transportation charges for returning any material which does not conform to applicable specifications, as well as the transportation charges for shipping conforming replacement material. No service charges will be made with respect to such re-

placement material, and rental charges for Commission-owned containers in which such material shall be shipped will not commence until thirty (30) days after date of shipment.

d) It is recognized that material furnished under this Lease as enriched uranium (U-235) may be consumed in such manner as to reduce the isotopic ratio thereof to the extent that the leased material is no longer special nuclear material as defined herein. Except as provided in this paragraph or in paragraph e) below, the resulting normal or depleted uranium will be, and remain, subject to the provisions of this Lease as if the material were special nuclear material provided, that the Lessee's obligations for consumption of, and for use-charges with respect to, such material, shall be computed using the value of the normal or depleted uranium, and provided further, that if in lieu of returning such material directly to a Commission facility as provided in this Lease, Lessee desires to transfer such material to another person authorized and approved by the Commission for this purpose, and to terminate his obligations with respect thereto, the Commission may, at its option, require the Lessee to pay the value of such material and transfer title to such material to the Lessee.

e) (1) The Commission, upon delivery to the Lessee of plutonium, U-233, or uranium enriched in the isotope 233 subject to this Lease, may direct that such plutonium not be blended with other plutonium or that such U-233 or uranium enriched in the isotope 233 not be blended with other uranium.

(2) In the case of blending of normal, depleted or enriched uranium subject to this Lease with not subject to this lease other than U-233 or uranium enriched in the isotope U-233.

A) If, within one hundred twenty (120) days from the date of completion of the blending, the Commission receives the written agreement of all such parties thereto, and

1. The assay (weight percent U-235) of the blended product is higher than that of the leased material used in the blending, (a) the Commission shall debit the Lessee's account with the value of such portion of the Lessee's share of the blended product as does not exceed the value of the Lessee's leased material used in the blending and credit the Lessee's account with the value of the Lessee's leased material used in the blending, (b) title to the blended product so debited to the Lessee's account shall be deemed to be vested in the Government and (c) the Lessee shall pay to the Commission the amount, if any, by which value of the credited material exceeds the value of the debited material; or

2. the assay (weight percent U-235) of the blended product is lower than that of the leased material used in the blend, (a) the Commission shall debit the Lessee's account with the value of such portion of the Lessee's share of the blended product as has a feed component which does not exceed the feed component (assuming uranium having an assay of 0.711 weight percent U-235 was used as feed material) of the Lessee's leased material used in the blending and credit the Lessee's account with the value of the Lessee's leased material used in the blending, (b) title to the blended products so debited to the Lessee's account shall be deemed to be vested in the Government, and (c) the Lessee shall pay to the Commission the amount, if any, by which the value of the credited material exceeds the value of the debited material.

B) If such written agreement has not been so received by the Commission, unless otherwise agreed to in writing by the Commission, lessees, and owners of uranium not subject to this Lease, (1) the Lessee shall be deemed to have purchased the material on its lease account that was used in the blending and shall pay the Commission for the value of this material so purchased, and (2) title to such material shall pass from the Government to the Lessee upon payment to the Commission of the amount due.

(3) In the case of blending of plutonium subject to this Lease with plutonium not subject to this Lease or of blending uranium subject to this Lease with U-233 or uranium enriched in the isotope 233 not subject to this Lease, the Lessee agrees either (A) to secure the Commission's written agreement in advance as to the terms and conditions under which such material may be blended or (B) to accept as conclusive and binding the Commission's determination in writing as to the consequence of any such blending including the disposition of any blended product and amounts due the Commission and the Lessee.

(4) As used in subparagraph (2) the term «value» refers to value as of the date of completion of the blending. The feed components specified in subparagraph e (2) (A)2, shall be derived from the established Commission standard table of enriching services published from time to time by the Commission in the United States Federal Register and in effect as of the date of completion of blending.

(5) It is hereby agreed that the Lessee shall hold the Government, the Commission, and persons acting on behalf of the Commission, harmless from any claims of third parties on account of rights alleged in or in connection with the source material or special nuclear material used in blending; however, this provision shall not be applicable to the extent that the Lessee is prohibited by law from entering into such agreement.

f) (1) The Lessee shall maintain and make available to the Commission for examination, upon reasonable notice, complete and adequate records pertaining to his receipt, possession, use, location, movement, and physical inventories of material subject to this Lease. Such records shall fully reflect physical measurements, consumption, actual inventories and the transactions relating thereto. The Lessee will submit such transfer documents and reports reflecting quantities of material received, physically present, consumed, and transferred, with respect to material subject to this Lease as the Commission may prescribe. Lessee will make at least one physical inventory of material subject to this Lease and in the custody of the Lessee during each 12 months' period of the Lease and will insure that such inventories are also made of material subject to this Lease but in the custody of others.

(2) The Lessee shall afford to the Commission, at all reasonable times, opportunity to inspect the material subject to this Lease and the premises and facilities where such material is used or stored. The Lessee shall permit the Commission to perform such audit tests and inventory tests as the Commission deems necessary for verification of the accuracy of any reports submitted by the Lessee to the Commission. The Commission agrees to perform any inventory tests with respect to material subject to this Lease (which the Lessee agrees may include the taking of a reasonable number of samples for physical or chemical analyses) so as to minimize interference to the Lessee's processing, delivery schedules, and third party Com-

mitments regarding the material. Nothing contained herein shall authorize the Commission to perform destructive testing of a fabricated article containing special nuclear material except with the consent of the Lessee. The Lessee agrees that no charges for costs or value of any material samples, or for services or equipment, should such be furnished by the Lessee or provided in connection with the performance of audit tests and inventory tests, shall be made against the Commission; however, the Commission will allow full credit in the Lessee's account with the Commission for the value of the material included in the samples and the Commission will make no charge against the Lessee for reconversion of the material samples to standard form. In the event the Lessee should ship material subject to this Lease to any other person, or cause such shipment of such material, the Lessee shall assure that the rights and privileges granted to the Commission under this paragraph shall not be affected by such shipment.

## Article VI.

### Return of Material to the Commission; Special Charges for Commission Services

a) Except as otherwise may be agreed in writing by the parties hereto, the Lessee will return all material subject to this Lease upon the expiration or earlier termination of this Lease, provided, however, that the Lessee shall have the right to return such material at any time prior to such date.

b) Except as otherwise provided herein, material subject to this Lease which is returned directly to the Commission shall, after having been processed in facilities acceptable to the Commission, be in the standard form, and shall meet the Commission's established specifications for return of material in effect as of the date the material is returned.

c) Material subject to this lease transferred beyond the jurisdiction of the Lessee with the consent of the Commission regardless of the form and/or specification of such material, shall be deemed to have been returned to the Commission, if such transferee, the Commission, and the Lessee have executed an agreement covering the material so transferred.

d) The Commission may in its discretion accept the material in a form and /or specification other than as provided in subparagraph b), above. In such cases, unless the Commission shall determine that acceptance of the material in its existing form is in the best interests of the U.S. Government, the Lessee shall pay a service charge for processing such returned material so as to enable it to meet the standard form and to satisfy the Commission's established specifications in effect at the time the material is returned. Such charge shall include the Commission's charge for processing, as determined in accordance with the established Commission pricing policy in effect at the time the material is returned and an amount as determined by the Commission, for the value of the material consumed during processing. Whenever material returned by the Lessee is subject to processing charges under this subparagraph, the Lessee shall continue to pay the usecharge on such material until the expiration of the processing period as determined by the Commission at the time the material is accepted.

e) Unless the Commission accepts material as provided in subparagraph d), above, the Lessee shall pay the Commission for material returned in a form and/or specification other than as provided in subparagraph

b), above, a sum equal to the value of the material. In addition, the Lessee shall also pay a special service charge, as determined in accordance with established Commission pricing policy in effect at the time the material is returned for the handling, storage and/or disposal of such material.

f) Material subject to this Lease returned directly to the Commission in the form of uranium hexafluoride shall be shipped only in containers of appropriate size as specified by the Commission. The quantity of such material shipped in a container shall not be less than the Commission-established minimum loading for the type of container used.

g) 1. All material returned to the United States of America shall be transported to a port of entry into the United States of America to be designated by the Commission after consultation with the Lessee. The Commission shall thereupon perform those actions required to authorize the import of such material. Unless otherwise mutually agreed by the Parties, the Lessee shall thereafter arrange at the Lessee's expense for a carrier, subject to such terms, charges, conditions, and licenses as may be required, to transport such material by commercial conveyance to the Commission facility or location specified by the Commission.

2. Unless waived by the Commission, the Lessee shall give the Commission at least fifteen (15) days' notice of intent to return material to the United States. The Commission will notify the Lessee promptly after receipt of the Lessee's notice of intent to return material as to the Commission facility or location designated for return of the material. The Lessee, at the time of shipment of the material, shall notify the Commission of the date and method of shipment of such material to the Commission facility or other location and expected date of arrival.

h) The Commission shall issue an appropriate written receipt which will evidence return of material hereunder.

## Article VII.

### Payment for Material Consumed

a) Except as otherwise provided herein, the Lessee shall be responsible for and shall reimburse the Commission for any consumption of material, whether or not such consumption is due to the fault or neglect of the Lessee, or any other cause occurring from the time the material is made available by the Commission pursuant to Article XV and until such material has been returned to a Commission facility as provided herein.

b) The Lessee shall make reports semi-annually by February 1 and August 1 to the Commission, on forms as prescribed by the Commission, to accurately reflect all consumption of material as known to the Lessee as of the preceding December 31, and June 30. In reporting material as consumed, Lessee shall make reasonable effort to accurately fix the time of such consumption on the basis of a specific occurrence or in accordance with procedures and methods of calculating consumption accepted by the Commission.

c) The Lessee may, and shall, when required by the Commission, pay on a provisional basis for material consumed. Except as otherwise provided herein, the amount due the Commission for material consumed shall be the value of such material computed in accordance with this Lease as of the time of such consumption. Title to all consumed material, other than material the value of which has been reduced by alteration of its isotopic ratio, shall pass from the Commission

to the Lessee upon final payment to the Commission of the amount due.

## Article VIII.

### Use-Charge Payment

Except as otherwise provided herein, the Lessee agrees to pay the Commission a use-charge for material subject to this Lease, as provided in Article X below. The rate of use-charge shall be the Commission's published rate of annual (365 days) use-charge in effect for the period covered by the Commission's invoice.

## Article IX.

### Other Authority

Nothing in this Lease shall be deemed to obligate the Lessee to pay the Commission's charges with respect to materials and/or services subject to this Lease, or to observe other specific provisions of this Lease, if the Commission, in accordance with statutory or other authority available to it, determines that such charges or other provisions are not applicable.

## Article X.

### Establishment of Special Nuclear Material Lease Account

a) The Commission will establish a special nuclear material lease account for the Lessee to which will be debited, as provided herein, the amount or amounts equal to the value of the material subject to this Lease. Such account will be credited, as provided herein, with the amount or amounts equal to the value of the material returned or paid for in accordance with this Lease. The daily balance of this account shall be used for computing the amount due to the Commission for use-charges. The value of material reflected in this account after credit for the value of material returned and for payments for material consumed shall represent the amount due to the Commission for material not returned or paid for. In the event material paid for provisionally as having been consumed is later re-established in the Lessee's account, said account shall be debited as of the date of refund (or appropriate setoff) of such payment to the Lessee as provided in paragraph c of Article XII hereof, with the amount or amounts equal to the value of such material at the time of such re-establishment in the Lessee's account.

b) Except as otherwise provided in this Lease, the Lessee's account will be debited for material furnished as of the date material is delivered to the Lessee, provided that in the case of leased material transferred directly from another lessee of the Commission, the debit will be made as of the effective date specified in the order executed by the Lessee, the other lessee, and the Commission for such material. Except as otherwise agreed to by the Commission, such effective date shall not precede the date of the Commission's execution of such order by more than thirty (30) days and such date shall also be set forth in the applicable transfer document.

c) The Lessee's account will be credited for material returned to the Commission or transferred to another lessee only when the material is returned or transferred in accordance with Article VI. Except as otherwise provided in the Lease, the Lessee's account will be credited for material returned directly to the Commission as of the date the material is delivered to a location specified by the Commission pursuant to this Lease. Credit for material transferred to another Lessee will be made as of the effective date specified in the order executed by the receiving lessee, the Commission and

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

d) Whenever the Commission changes any applicable base charge as provided in Article XI below, the value of material recorded in the Lessee's account will be recomputed at the new base charge, provided, that the value of material consumed as of the effective date of such change shall not be recomputed. Subsequent to the effective date of the change in the applicable base charge, the new base charge will be used in determining the value of material consumed and for computing the value of material subject to use charges.

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

#### Article XI.

##### Changes in Rate of Use-Charge, Base Charges, and Specifications

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

b) Any increase in base charges or any changes in the standard form or in the Commission's established specifications shall require at least 180 days' notice to the lessee by publication or otherwise. Any increase in the rate of use-charge shall require at least 30 days' notice to the lessee by publication or otherwise.

#### Article XII.

##### Performance of AEC Obligations; Billing

a) The Commission may fulfill its obligations under the Lease through the operator of any of its facilities. No such operator is authorized to modify the terms of this Lease, waive any requirement thereof, or settle any claim or dispute arising hereunder.

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-charges and for charges for consumption of material.

c) All billings and payments made on a provisional basis are subject to adjustment to recognize actual or calculated amounts, enrichment, isotopic content, and specifications of material involved. Whenever the Lessee has provisionally paid for material reported as having been consumed and such material is later re established in the Lessee's account, the Commission shall refund to the Lessee (or appropriately set off against any amounts due the Commission) the amount paid by the Lessee for such material. Except as stated in paragraph d) below, the adjustments provided for in this paragraph 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. Failure to receive payment within sixty (60) days after date of invoice shall entitle the Commission to an additional charge at six percent per annum on such amount, such charge to commence on the sixty first (61st) day from the date of invoice.

#### Article XIII.

##### Disclaimer; Responsibility

a) Neither the Government, the Commission nor persons acting on behalf of the Commission make any warranty or other representation, express, or implied, that materials furnished under this Lease (i) will not result in injury or damage when used for any purpose, (ii) are of merchantable quality, or (iii) are fit for any particular purpose.

b) With respect to the material lease hereunder, the Lessee 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 transportation, the ownership, the lease, and the possession and use of such special nuclear material commencing with the time the material is made available by the Commission pursuant to Article XV except to the extent that such responsibilities are borne by a United States contractor of the Lessee under a Special Nuclear Material Lease Agreement between the Commission and such contractor. Nothing in this paragraph shall deprive the Lessee or any other person of any rights under Section 170 of the United States Atomic Energy Act of 1954, as amended.

#### Article XIV.

##### Time of Delivery

The Commission will make reasonable efforts to deliver material at the time or times stated in orders for material subject to this Lease, but neither the Government, the Commission, nor persons acting on behalf of the Commission shall be subject to any liability for any failure to do so.

#### Article XV.

##### Delivery

a) With respect to material ordered hereunder which is to be furnished the Lessee, the Commission shall make available the material ordered, on board commercial conveyance at a facility of the Commission, to a transporter arranged for by the Lessee. The transporter shall transport and deliver the material to a port of export in the United States of America to be designated by the Commission after consultation with the Lessee. The Commission shall thereupon perform those actions required to effect the delivery and authorize the export of the material to the Lessee at such designated port. All costs of domestic and overseas transportation and delivery (including costs of containers and packaging) and of storing such material in connection with such delivery shall be the responsibility of and borne by the Lessee and not the Commission. The Lessee or its duly authorized agent shall accept delivery of the material at the designated port of export, and shall sign an appropriate written receipt thereof, whereupon the lease of such material shall commence and the Lessee shall assume full and complete responsibility for the leased material.

b) With respect to material ordered hereunder which is to be furnished a United States contractor engaged by the Lessee for purposes of processing and/or fabrication:

(1) The Commission shall make available to the said United States contractor, on board commercial conveyance at a facility of the Commission, the said material.

(2) Upon completion of the processing and preparation of the material by the said contractor, and receipt by the Commission of the written certificate of

the said Contractor's determination of the isotopic content and quantity of special nuclear material as required by paragraph c) of Article XVIII, «Determination...», of this Lease, the Lessee shall arrange for a transporter who, after thirty (30) days' written notice by the Lessee to the Commission shall transport and deliver such converted or fabricated material to a port of export in the United States of America to be designated by the Commission after consultation with the Lessee. The Commission shall thereupon perform those actions required to effect the delivery and authorize the export of such material to the Lessee at such designated port. All costs of domestic and overseas transportation and delivery (including costs of containers and packaging) and of storing such material, as well as all arrangements for physically handling such material in connection with such delivery shall be the responsibility of and borne by the Lessee and not the Commission. The Lessee or its duly authorized agent shall accept delivery of such material at the designated port of export, and shall sign an appropriate written receipt therefor, whereupon the lease of such material shall commence and the Lessee shall assume full and complete responsibility for the leased material.

## Article XVI.

### Containers and Equipment

a) All shipments of material from the Commission to the Lessee, and from the Lessee to the Commission, will be made in Lessee-furnished containers; provided, however, that in the event the Commission determines that the required containers are not reasonably available from commercial sources the Commission may furnish Commission-owned containers if such are available. Any Commission-owned containers to be used for shipment of material will be made available to the Lessee, f.o.b. the Lessee's vehicle or commercial conveyance, at a Commission facility designated by the Commission, unless otherwise agreed. Lessee-furnished containers and equipment shall be delivered to a Commission facility designated by the Commission within a reasonable time specified by the Commission prior to the scheduled delivery of materials to be shipped to the Lessee in such-containers and equipment. Lessee-furnished containers or equipment will be used by the Commission only for the shipment of material from the Commission to the Lessee and for temporary storage of material shipped therein.

b) All containers and equipment, whether Commission-owned or Lessee-furnished, must meet Commission regulations, specifications and practices as to safety, design criteria, cleanliness and freedom from contamination in effect at the time furnished, utilized or returned, of which the Commission shall be the sole judge. In the event material is returned by the Lessee to the Commission in non-Commission-owned containers and other material is to be delivered to the Lessee, the Commission shall utilize to the extent practicable such non-Commission-owned containers for shipments of material if so desired by the Lessee. The Commission will promptly return to the Lessee non-Commission-owned containers and other equipment identified as «Returnable», but will not be responsible for any loss of or damage to such containers or equipment except as may result from its fault or negligence. Such return shipments by the Commission will be made f.o.b. Lessee's vehicle or commercial conveyance at the Commission facility to which they were shipped.

c) Title to Commission-owned containers and equipment shall remain in the Government. The Lessee shall

pay such rental charge, for such containers and equipment, as shall be established by the Commission for general application to users of such Commission-owned property. The Lessee will promptly return Commission-owned containers and equipment to the Commission facility from which received, f.o.b. Lessee's vehicle or commercial conveyance at the Commission facility. The Lessee will not be responsible for any loss of or damage to Commission-owned containers or equipment except as any result from the fault or negligence of the Lessee, its contractors, or agents. Commission-owned containers or equipment will be used only for shipment of material to and from the Commission and for temporary storage of material shipped therein.

d) Whenever material or containers are shipped to the Commission or Commission-owned containers are returned 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 standards prescribed by the Commission or any other Federal or State agencies having jurisdiction over such matters, the Lessee shall pay the Commission the full cost of such decontamination as determined by the Commission in accordance with established Commission pricing policy. Any residual quantities of material in containers or equipment returned to the Commission will be deemed to have been consumed by the Lessee, and the Lessee shall pay for such material in accordance with this Lease.

## Article XVII.

### Assignment

a) Lessee may not assign this Lease, or any order for material subject to this Lease, without the express written approval of the Commission.

## Article XVIII.

### Determination of Material Quantities and Properties; Resolution of Measurement Differences

a) The following provisions and procedures 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 subject to this Lease which is received by the Lessee from a Commission facility or returned directly to a Commission facility. For the purposes of this article, the terms «supplier» and «receiver» shall refer to the Commission and the Lessee as the case may be. The supplier will promptly furnish the receiver a statement of the quantities and properties of the material transferred including a statement of the gross weight of the container plus material and the tare weight of such container.

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

(2) The following provisions and procedures apply to the determination of the net weight of material transferred as determined by the gross weight of the container plus material less the tare weight of such container. The net weight of material transferred shall be determined prior to delivery to the Lessee or acceptance of delivery by the Commission, as the case may be, at a Commission facility using the Commission's procedures and facilities unless the Commission and the Les-

see agree upon other procedures or facilities. Upon written request submitted at the time of ordering or returning material, the Lessee shall be given an opportunity to observe, at the Lessee's expense, the weighing of the container and the container plus material and the taking of official samples by the Commission. The Commission shall notify the Lessee of the dates and places for observance of such events. The net weight of material transferred shall be as determined by the results of such weighings and shall not be subject to the provisions of subparagraphs (3) and (4) below.

3. If, after determination pursuant to (2) above of the net weight of the material transferred, the receiver does not accept the supplier's statement of the other quantities and properties of the material transferred, the receiver shall within sixty (60) days after the receipt of the material or the supplier's statement of quantities and properties, whichever is later, submit to the supplier a notice of disagreement in writing. The notice of disagreement shall include measurement and/or analysis data supporting the disagreement. If such notice of disagreement is not submitted within such sixty (60) days, the supplier's measurements will be final and binding upon both parties. If the disagreement is solely with respect to quantitative determinations within specification limits, the receiver may use or dispose of the material prior to resolution of the disagreement. If the disagreement is with respect to whether the material is within specification limits, the receiver may handle the material as necessary for storage or protection against health and safety hazards; provided, however, should the receiver further use or dispose of the material, the supplier's measurements will be final and binding on both parties.

4. In the case of a disagreement concerning results obtained from analysis of a sample which is not resolved by mutual agreement, an official sample shall be submitted to an umpire mutually agreed upon for analysis. The umpire's results shall be conclusive on both parties.

i) In the case of a disagreement with respect to whether or not the material is within specification limits, the receiver will pay the umpire cost if the umpire's result is within specification limits, and the supplier will pay the umpire cost if the umpire's result is not within specification limits.

ii) In the case of a disagreement with respect to quantitative determinations within specification limits, the party whose result is furthest from the umpire's result will pay the umpire cost; provided that in the event the umpire's result is equidistant between the supplier's and the receiver's results, the parties will each bear one-half of the umpire cost.

iii) As used in this subparagraph (4), the phrase «umpire cost» means the umpire's charges plus the additional cost, if any, of the packaging, handling and transporting of the official sample to and from the umpire. In the event that the umpire is to employ an official sample for more than one determination, the foregoing umpire cost shall be allocated to such determinations as mutually agreed by the parties prior to the furnishing of the sample to the umpire, or in the absence of such agreement, as determined by the umpire.

b) The quantity and properties of material subject to this Lease and returned directly to the Commission under a contract for chemical processing and financial settlement will be determined in accordance with the provisions and procedures agreed upon in such contract.

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

1. The Lessee shall cause the said contractor to submit to the Commission a written certificate of said Contractor's determination of the quantity of special nuclear material contained in the converted 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 converted or fabricated and prepared 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 said contractor and the certificate shall be written accordingly. The quantity of special nuclear material contained in the converted or fabricated and prepared material shall be as determined by the United States contractor and set forth in such certificate as such quantity may be accepted by the Lessee and thereafter accepted 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 determinations 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 XIX.

##### Adjustment of Use-Charges; Resolution of Differences

The period of time during which use-charges shall accrue under this Lease with respect to material subject to a measurement disagreement hereunder shall be adjusted as follows:

a) Where the disagreement is concerned solely with quantitative determinations within specification limits (1) of material delivered directly to Lessee from a Commission facility and is resolved by the umpire in favor of the Lessee, no use-charge for the amount of material represented by the difference in measurements shall accrue between the date of delivery of the material to the Lessee and the date of resolution, or (2) of material returned directly to the Commission and is resolved by the umpire in favor of the Lessee, no use-charge for the amount of material represented by the difference in measurements shall accrue between the date of receipt of the shipment and the date of resolution. Where the umpire's results are equidistant from those of the parties, no use-charge for the amount of material represented by the difference in measurements shall accrue for one-half of the aforementioned relevant period.

b) Where the disagreement is concerned with specification limits of (1) material delivered directly to the Lessee from a Commission facility and is resolved by the umpire in favor of the Lessee, unless the Lessee accepts the material, no use-charge for the material shall accrue between the date of delivery of the material to the Lessee and the date the material is received by the Commission or (2) of material returned directly to the Commission and is resolved by the umpire in favor of the Lessee, no use-charge for the material shall accrue after the date the material is received by the Commission.

c) Where any measurement disagreement is resolved

by mutual agreement, the period of use-charge shall be included in and settled by mutual agreement.

#### Article XX.

##### Patent Indemnification

The Lessee agrees to indemnify the Government, the Commission, and persons acting on behalf of the Commission against liability, including costs and expenses incurred, for infringement of any Letters Patent occurring in 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, or occurring in the utilization by the Lessee of any material procured hereunder; provided, that insofar as such materials are used or services utilized in the performance of a Government contract, this indemnity agreement shall not apply unless such Government contract contains provisions indemnifying the Government against patent infringement, and provided further that this indemnity agreement shall not be applicable to the extent that the Lessee is prohibited by law from entering into such agreement.

#### Article XXI.

##### 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 XXII.

##### Laws, Regulations and Ordinances

The Lessee shall procure any necessary permits and licenses and comply with all applicable laws, regulations and ordinances of the United States and of any State, territory, or political subdivision.

#### Article XXIII.

##### Officials not to Benefit

No member of Congress or resident commissioner of the United States of America shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom.

#### Article XXIV.

##### Covenant against Contingent Fees

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty the Government of the United States of America shall have the right to annul this Lease without liability.

#### Article XXV.

##### Applicable Law

This Lease shall be construed according to the laws applicable in the federal courts of the United States of America for contracts in the United States of America to which the Government of the United States of America is a party.

#### Article XXVI

##### Notices

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

Director

Division of International Affairs

United States Atomic Energy Commission  
Washington, D.C. 20545

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

Embassy of Greece

2221 Massachusetts Avenue, NW.

Washington, D.C. 20008

IN WITNESS WHEREOT, the parties have executed this Lease the day and year first above written.  
The United States Atomic Energy Commission  
acting for the Government of the Kingdom of Greece  
for and on behalf of the Kingdom of Greece

Government of the United States of America

By : A. S. FRIEDMAN By : P. PIPINELIS

Title : Assistant Director Title : Minister for Foreign Affairs  
of the United States Atomic Energy Commission.

«Σύμβασις μισθώσεως μεταξύ της 'Επιτροπής 'Ατομικής 'Ενεργείας των ΗΠΑ, ένεργουσης ἐπ' άνόματι καὶ διὰ λογαριασμὸν τῆς Κυβερνήσεως τῶν ΗΠΑ καὶ τῆς Κυβερνήσεως τοῦ Βασιλείου τῆς 'Ελλάδος ἀφορῶσα εἰδικὸν Πυρηνικὸν 'Γλυκόν».

SNM Μίσθωσις No. GR/ML/3.

'Η τοιαύτη σύμβασις μισθώσεως, ἐφεξῆς καλουμένη ή «μίσθωσις» ύπεργράφη τὴν 3ην Ἀπριλίου τοῦ ἔτους 1969, ἡμέραν Πέμπτην μεταξὺ τῆς 'Επιτροπῆς 'Ατομικῆς 'Ενεργείας τῶν ΗΠΑ (ἐφεξῆς καλουμένης ή «'Επιτροπή») ἐνεργουσης ἐπ' άνόματι καὶ διὰ λογαριασμὸν τῆς Κυβερνήσεως τῶν ΗΠΑ (ἐφεξῆς καλουμένης ή «κυβέρνησις») καὶ τῆς Κυβερνήσεως τοῦ Βασιλείου τῆς 'Ελλάδος (ἐφεξῆς καλουμένης ή «μισθωτή»).

ΕΠΕΙΔΗ, ἀμφότερα τὰ συμβαλλόμενα μέρη ἐπιθυμοῦν νὰ καθορίσουν τοὺς ὄρους τοὺς ἀφορῶντας τὴν διανομὴν τοῦ εἰδικοῦ πυρηνικοῦ ὑλικοῦ εἰς τὸν μισθωτὴν συμφώνως πρὸς τὴν συμφωνίαν συνεργασίας καὶ

ΕΠΕΙΔΗ, τὸ Μισθωτήριον τοῦτο συντάσσεται κατ' ἔξουσιοδητησιν τῆς 'Επιτροπῆς καὶ βάσει τοῦ Νόμου τοῦ 1954, περὶ 'Επιτροπῆς 'Ατομικῆς 'Ενεργείας τῶν ΗΠΑ, ὡς οὗτος ἐτροποιήθη, καὶ τῆς Συμφωνίας Συνεργασίας τῆς συναφθείσης συμφώνως πρὸς τοῦτο.

ΔΙΑ ΤΑΓΙΤΑ, ἀμφότερα τὰ μέρη συναποδέχονται τὰ ἀκόλουθα :

"Ἄρθρον I.

'Ορισμοί.

'Ως χρησιμοποιοῦνται οὗτοι εἰς τὸ παρὸν Μισθωτήμιον.

a) Διὰ τοῦ ὄρου «Νόμος» νοεῖται ὁ Νόμος τῆς 'Ατομικῆς 'Ενεργείας τοῦ 1954, ὡς οὗτος ἐτροποιήθη.

b) Διὰ τοῦ ὄρου «Συμφωνία Συνεργασίας» νοεῖται ἡ Συμφωνία Συνεργασίας μεταξὺ τῆς Κυβερνήσεως τῶν ΗΠΑ καὶ τῆς Κυβερνήσεως τοῦ Βασιλείου τῆς 'Ελλάδος, ὑπογραφεῖσα ἐν Οὐασιγκτῶν τὴν 4ην Αὔγουστου 1955, ὡς αὕτη ἐτροποιήθη, καὶ ὡς δύναται νὰ τροποποιηθῇ περαιτέρω καὶ νὰ ἀντικατασταθῇ κατὰ καιρούς.

c) Διὰ τῶν ὄρων «'Επιτροπή 'Ατομικῆς 'Ενεργείας», «'Επιτροπή» ή «ΕΑΕ» νοεῖται ἡ 'Επιτροπή 'Ατομικῆς 'Ενεργείας τῶν ΗΠΑ ἡ οἰσοδήποτε ἄλλος δεόντως ἔξουσιοδοτηθεὶς ἀντιπρόσωπος.

d) Διὰ τοῦ ὄρου «Βασικὴ Χρέωσις» νοεῖται τὸ ποσὸν τῶν US \$ τὸ ἀντιστοιχὸν εἰς ἕκαστην μονάδα φυσικοῦ ἢ ἔξηντλημένου οὐρανίου ἢ εἰδικοῦ πυρηνικοῦ ὑλικοῦ εἰς κανονικὴν μορφὴν καὶ προδιαγραφάς ίσχυον κατὰ τὴν στιγμὴν οἰσοδήποτε συγκεκριμένης δοσοληψίας κατὰ τὴν

Μίσθωσιν ώς άναφέρεται είς κατάλογον δημοσιευθέντα υπό τής 'Επιτροπής είς τὸ United States Federal Register.

ε) Διὰ τοῦ ὄρου «'Ανάμιξις» νοεῖται μεταβολὴ τῆς ίσοτοπικῆς συνθέσεως τῆς ποσότητος στοιχείου τινὸς διὰ τρόπου ἀλλού ἐκτὸς τοῦ δι' ἀκτινοβολήσεως ὑλικοῦ εἰς πυρηνικὸν ἀντιδραστήρα.

ϛ) Διὰ τοῦ ὄρου «'Εγκαταστάσεις τῆς 'Επιτροπῆς» νοεῖται ἐν ἔργαστήριον, ἔργοστάσιον, γραφεῖον ἢ ἀλλού εἴδους ἐγκατάστασις λειτουργοῦσα υπὸ τῆς 'Επιτροπῆς ἢ διὰ λογαριασμὸν αὐτῆς.

γ) Διὰ τοῦ ὄρου «Προδιαγραφαὶ καθορισθεῖσαι υπὸ τῆς 'Επιτροπῆς» νοοῦνται αἱ προδιαγραφαὶ περὶ τῆς καθαρότητος καὶ ἀλλων φυσικῶν ἢ χημικῶν ίδιοτήτων φυσικοῦ ἢ ἐξηγητήμενου οὐρανίου ἢ εἰδικοῦ πυρηνικοῦ ὑλικοῦ ώς δημοσιεύονται υπὸ τῆς 'Επιτροπῆς εἰς τὸ United States Federal Register κατὰ καιρούς.

ϛ) Διὰ τοῦ ὄρου «Κατανάλωσις» ἢ «Κατανάλωσις» νοοῦνται ἡ καταστροφή, καῦσις, ἀπώλεια ἢ διάθεσις τοῦ ὑλικοῦ κατὰ τρόπον ὥστε νὰ καθίσταται ἀδύνατον νὰ καλυφθῇ ἡ οἰκονομικὴ ἀνάκτησίς του διὰ περαιτέρω χρήσεως, ὑλικὸν ἀπολεσθὲν ἢ ἀλλαγὴ εἰς τὴν σύνθεσιν τοῦ ὑλικοῦ διφειλόμεναι εἰς ἀνάμιξιν διαφορετικῆς περιεκτικότητος ὑλικοῦ ἢ ἀλλὴ μεταβολὴ τῆς ίσοτοπικῆς σχέσεως καταλήγουσα εἰς τὴν μείωσιν τῆς ἀξίας τοῦ ὑλικοῦ τούτου.

ϛ) Διὰ τοῦ ὄρου «'Εξηγητήμενον Οὐράνιον» νοεῖται οὐράνιον ἔχον ποσοστὸν κατὰ βάρος U-235 διλιγότερον τοῦ 0.00711.

ϛ) Διὰ τοῦ ὄρου «'Η υπὸ τῆς 'Επιτροπῆς καθιερωθεῖσα πολιτικὴ τιμῶν» νοεῖται οἰαδήποτε ἐφαρμόσιμος τιμὴ ἢ ἐπιβάρυνσις εἰς US\$ ἐν ίσχυι κατὰ τὸν χρόνον οἰαδήποτε συγκεκριμένης δοσοληψίας, συμφώνως πρὸς τὸ παρὸν Μισθωτήριον (I) δημοσιευθεῖσα υπὸ τῆς 'Επιτροπῆς εἰς United States Federal Register ἢ (II) ἐν περιπτώσει μὴ δημοσιευθεῖσης τῆς τιμῆς ταύτης, συμφώνως πρὸς τὴν πολιτικὴν τιμῶν τῆς 'Επιτροπῆς. Κανονισμὸς τῆς Πολιτικῆς Τιμῶν δύναται νὰ ἀποσταλῇ εἰς τὸν μισθωτὴν κατ' ἀπαίτησίν του. Αἱ υπὸ τῆς 'Επιτροπῆς δημοσιευθεῖσαι τιμαὶ καὶ ἐπιβαρύνσεις καθὼς καὶ ἡ πολιτικὴ τιμῶν ταύτης δύναται νὰ μετατραποῦν κατὰ καιρούς.

ϛ) Διὰ τοῦ ὄρου «Φυσικὸν Οὐράνιον» νοεῖται οὐράνιον ἔχον 0.00711 ποσοστὸν κατὰ βάρος U-235.

ϛ) Διὰ τοῦ ὄρου «'Ατομα δρῶντα διὰ λογαριασμὸν τῆς 'Επιτροπῆς» νοοῦνται υπάλληλοι τῶν συμβαλλομένων, οἱ ὅποιοι βοηθοῦν εἰς τὴν ἐκτέλεσιν τῆς Μισθώσεως ταύτης βάσει τῶν συμβάσεων προσλήψεώς των ἢ τῶν συμβολαίων των μετὰ τῆς 'Επιτροπῆς.

ϛ) Διὰ τοῦ ὄρου «Source Material» νοεῖται (I) οὐράνιον, θόριον ἢ οἰονδήποτε ἄλλο ὑλικόν, τὸ ὅποιον καθορίζεται υπὸ τῆς 'Επιτροπῆς ως «Source Material» συμφώνως πρὸς τοὺς ὄρους τῆς παραγράφου 61 τοῦ Νόμου ἢ (II) μεταλλεύματα περιέχοντα ἔνα ἢ περισσότερα ἐκ τῶν ώς ἀνω ὑλικῶν εἰς περιεκτικότητα καθοριζόμενην υπὸ τῆς 'Επιτροπῆς, κατὰ καιρούς, διὰ κανονισμῶν.

ϛ) Διὰ τοῦ ὄρου «Εἰδικὸν Πυρηνικὸν 'Γλικὸν» νοοῦνται (1) πλουτώνιον, οὐράνιον - 233, οὐράνιον ἐμπλουτισμένον εἰς τὸ ίσοτοπον 233 ἢ εἰς τὸ ίσοτοπον 235, καὶ οἰονδήποτε ἄλλο ὑλικόν τὸ ὅποιον ἢ 'Επιτροπὴ καθορίζει ὡς εἰδικὸν πυρηνικὸν ὑλικόν συμφώνως πρὸς τὴν παράγραφον 51 τοῦ Νόμου, ἀλλὰ δὲν περιέχει Source Material ἢ πᾶν (2) ὑλικὸν τεχνητῶς ἐμπλουτισθὲν δι' οἰονδήποτε τῶν ώς ἀνω, ὀσαύτως μὴ περιέχον Source Material.

ϛ) Διὰ τοῦ ὄρου «Standard Form», (κανονικὴ μορφή), νοεῖται ὡς χημικὸς τύπος τοῦ φυσικοῦ, ἢ ἐξηγητήμενου οὐρανίου ἢ εἰδικοῦ πυρηνικοῦ ὑλικοῦ, ώς ἐδημοσιεύθη υπὸ τῆς 'Επιτροπῆς εἰς τὸ U. S. Federal Register, κατὰ καιρούς.

ϛ) Διὰ τοῦ ὄρου «'Αξία» νοεῖται τὸ ποσὸν τῶν US\$,

τὸ προερχόμενον ἐκ τοῦ πολλαπλασιασμοῦ τῶν ἐφαρμοστέων βασικῶν ἐπιβαρύνσεων ἐπὶ τὸν ἀριθμὸν τῶν μονάδων ἢ κλασμάτων τούτων, φυσικοῦ ἢ ἐξηγητήμενου οὐρανίου ἢ ἄλλου εἰδικοῦ πυρηνικοῦ ὑλικοῦ, εἴτε τὸ ὑλικὸν τοῦτο εἶναι εἰς κανονικὴν μορφὴν ἢ ἀνταποκρίνεται πρὸς τὰς ὑπὸ τῆς 'Επιτροπῆς καθορισθεῖσας προδιαγραφὰς εἴτε ὅχι ἐν τούτοις, διότι ἐμπλουτισμένον οὐράνιον εἰς τὸ ίσοτοπον U-235 υποκείμενον εἰς τὴν μίσθωσιν ταύτην ἔχει μεταβληθεῖσαν τὴν ίσοτοπικήν του ἀναλογίαν διὰ τῆς δημιουργίας ίσοτόπου οὐρανίου U-232 καὶ U-233 κατὰ τὴν διάρκειαν ἀκτινοβολήσεως τοῦ ὑλικοῦ εἰς πυρηνικὸν ἀντιδραστῆρα, διὰ τοῦ «ἀξία», διὰ τὸν σκοπὸν τοῦ καθορισμοῦ τῶν προσωρινῶν πληρωμῶν διὰ τὴν κατανάλωσιν τοῦ ὑλικοῦ τούτου, δηλοῦ τὸ ποσὸν τῶν Δολαρίων τὸ προερχόμενον ἐκ τοῦ πολλαπλασιασμοῦ τοῦ ἀριθμοῦ τῶν γραμμάριων τοῦ οὐρανίου 235 ἐπὶ τὴν βασικὴν τιμὴν κατὰ γραμμάριον οὐρανίου - 235 ώς ὑπολογίζεται εἰς τὴν υποπαράγραφον 3(α) τοῦ US Federal Register ἀνακοινώσεως υπὸ τὸν τίτλον «Πλουτώνιον καὶ Οὐράνιον ἐμπλουτισθὲν εἰς U-233, 'Εγγυημένη Τιμὴ' Αγορᾶς 30 Fr 3886 Μάρτιος 25, 1965» ώς τὸ ἀνωτέρω δύναται νὰ τροποποιηθῇ κατὰ καιρούς.

## Αρθρον II.

### Σκοπός.

α) 1. Η μίσθωσις αὕτη υπόκειται εἰς δῆλους τοὺς ὄρους καὶ ἐγγυήσεις τοὺς περιλαμβανομένους εἰς τὴν Συμφωνίαν Συνεργασίας.

2. 'Εκτὸς ἐὰν ἄλλως προβλέπεται ἐν τῷ παρόντι ἢ εἰς ἄλλην ἔγγραφον συμφωνίαν μεταξὺ τῆς Κυβερνήσεως, ἐνεργούσης διὰ τῆς 'Επιτροπῆς, καὶ τοῦ Μισθωτοῦ, οἱ ὄροι καὶ συνθήκαι, οἱ ὅποιοι περιέχονται εἰς τὴν παροῦσαν θὰ ἐφαρμοσθῶσι διὰ τὸ εἰδικὸν πυρηνικὸν ὑλικόν καὶ τὰς σχετικὰς ὑπηρεσίας τὰς διατιθεμένας εἰς τὸν Μισθωτὴν υπὸ τῆς 'Επιτροπῆς κατὰ καὶ μετὰ τὴν ἡμερομηνίαν ἐκτελέσεως τῆς Μισθώσεως ταύτης, ώς ἐπίσης καὶ ἐπὶ ὑλικοῦ. ἐὰν ὑπάρῃ τοιοῦτον, ἀναφερόμενον εἰς Εἰδικάς Συμφωνίας Μισθώσεως Πυρηνικῶν 'Γλικῶν μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Μισθωτοῦ ισχουόσας μετὰ τὸ μεσονύκτιον τῆς 31ης Δεκεμβρίου 1968. 'Ο Μισθωτὴς δύναται νὰ ἀπαλλαγῇ τῶν υποχρεώσεων του τῶν ἀπορρεούσων ἐκ τῆς παρούσης μισθώσεως διὰ τὸ ὑλικόν τούτο μόνον συμφώνως πρὸς τοὺς ὄρους τῆς παρούσης μισθώσεως.

3) 'Ο Μισθωτὴς θὰ παραγγέλῃ ὑλικὸν συμφώνως πρὸς τὴν μίσθωσιν ταύτην διὰ συμπληρώσεως καὶ υποβολῆς εἰδικοῦ διὰ παραγγελίας πυρηνικοῦ ὑλικοῦ ἐντύπου τῆς 'Επιτροπῆς. 'Ο Μισθωτὴς θὰ δοίξῃ τὴν παραγγελίαν, ἐὰν ἐπιθυμῇ δύως τὸ παραγγελθὲν ὑλικὸν ἀποστέληται (α) ἀπ' εὐθείας εἰς τὸν Μισθωτὴν, (β) διὰ μέσου μιᾶς 'Επιχειρήσεως τῶν ΗΠΑ ἔχουσης σχετικὴν δδειαν τῆς 'Επιτροπῆς καὶ ἡ ὅποια εἶναι μισθώτρια τῆς 'Επιτροπῆς (ἐφ' ἐξῆς καλούμενης «United States Contractor») προσληφθείσης υπὸ τοῦ ἐκμισθωτοῦ δι' ἐπεξεργασίαν καὶ κατασκευὴν ἢ ἄλλον σκοπὸν ἢ (γ) ἄλλως πως. 'Εν πάσῃ περιπτώσει, παράδοσις εἰς τὸν Μισθωτὴν θὰ γίνεται εἰς ἐξαγωγικὸν λιμένα τῶν ΗΠΑ ώς προβλέπει τὸ "Αρθρον XV, «Παράδοσις» τῆς παρούσης μισθώσεως.

4) 'Αποδοχὴ τῆς παραγγελίας τοῦ Μισθωτοῦ διὰ τὸν οὐρανό της 'Επιτροπῆς θὰ ἀποτελέσῃ υποχρέωσιν τῆς 'Επιτροπῆς νὰ ἐκμισθώσῃ τὸ ὑλικόν τὸ καθοριζόμενον εἰς τοιαύτην παραγγελίαν συμφώνως πρὸς τοὺς ὄρους τῆς παρούσης μισθώσεως.

5) Οὐδεμίᾳ υποχρέωσις ἀπορρέει ἐκ τῆς παρούσης Μισθώσεως εἴτε διὰ τὸν Μισθωτὴν νὰ παραγγείλῃ ὑλικόν, εἴτε διὰ τὴν 'Επιτροπὴν νὰ ἐκμισθώσῃ ὑλικόν εἰς αὐτὸν ἢ νὰ προσφέρῃ υπηρεσίας πρὸς τὸν Μισθωτὴν ἐν σχέσει μὲ τὸ ὑλικόν.

## Αρθρον III.

### Κυριότης.

'Εκτὸς ἐὰν ἄλλως προβλέπεται υπὸ τοῦ παρόντος ἢ

ἄλλως πως ήθελεν συμφωνηθῆ ἐγγράφως ὑπ' ἀμφοτέρων τῶν μερῶν, ἡ κυριότης ἐπὶ παντὸς ὑλικοῦ προμηθευομένου ἡ παραλαμβανομένου ὑπὸ τοῦ Μισθωτοῦ καὶ ὑποκειμένης εἰς τοὺς δρους τῆς παρούσης μισθώσεως θὰ ἀνήκῃ καὶ παραμένη εἰς τὴν Κυβέρνησιν.

#### ”Αρθρον IV.

”Οροι τοῦ Μισθωτηρίου, Λῆξις καὶ ἀκύρωσις.

α) Ἐκτὸς ἐὰν ἄλλως προβλέπεται ὑπὸ τοῦ παρόντος, ἡ Μισθωτῆς θὰ ἔχῃ τὸ δικαίωμα νὰ κατέχῃ καὶ χρησιμοποιεῖ ὑλικὸν καλυπτόμενον ὑπὸ τῆς παρούσης Μισθώσεως μέχρι 31ης Δεκεμβρίου 1970, ἐκτὸς ἐὰν ἡ μισθώσις παραταθῇ καὶ νῆση συμφωνίᾳ ἀμφοτέρων τῶν μερῶν.

β) Ἡ ἐκπνοή ἡ λῆξις τῆς Συμφωνίας Συνεργασίας κύτομάτως θὰ ἀποτελῇ ἐκπνοὴν τῆς Μισθώσεως καὶ παραγγελίαι δὲ? ὑλικὸν δὲν θὰ ισχύουν πλέον, δοσον ἀφορᾶ τὸ ἀναφέρομενον ὑλικόν.

γ) Ὁ Μισθωτῆς δύναται νὰ ἀκυρώσῃ οἰανδήποτε παραγγελίαν ὑλικοῦ βασισθεῖσαν εἰς τὴν Μίσθωσιν ταύτην, δι' ἐγγράφου εἰδοποίησεως πρὸς τὴν Ἐπιτροπὴν καθ' οἰανδήποτε χρόνον πρὸ τῆς παραδόσεως τοῦ ὑλικοῦ, τὰ δὲ τέλη ἀκυρώσεως καὶ ἔξοδα λόγω παραγγελίας καταβληθέντα ὑπὸ τῆς Ἐπιτροπῆς βαρύνουν τὸν Μισθωτὴν βάσει τῆς καθιερωθείσης πολιτικῆς τιμῶν τῆς Ἐπιτροπῆς ἰσχυούσης κατὰ τὸν χρόνον δημιουργίας τῶν δαπανῶν τούτων.

δ) Ἐν ἡ περιπτώσει, δι' οἰανδήποτε κύτιαν, ἀδυνατεῖ νὰ χρησιμοποιήσῃ ὑλικὸν μισθωθὲν βάσει τῆς Μισθώσεως ταύτης, διὰ τὸν λόγον διὰ τὸν δόπον τοῦτο ἔξεμισθώθη ὀφείλει οὗτος ἐγκαίρως νὰ εἰδοποιήσῃ τὴν Ἐπιτροπὴν καὶ νὰ ἐπιστρέψῃ τὸ ὡς δύνα ὑλικὸν συμφωνίας πρὸς τοὺς δρους τῆς Μισθώσεως ἐκτὸς ἐὰν ἄλλως ήθελεν συμφωνηθῆ γραπτῶς ὑπ' ἀμφοτέρων τῶν μερῶν.

ε) Ἡ Ἐπιτροπὴ δύναται νὰ διακόψῃ ἡ νὰ ἀναστείλῃ ἐν ὅ.ῳ ἡ ἐν μέρει τὴν Μίσθωσιν ταύτην ἀνεύ ἐπιβαρύνσεως τῆς Κυβερνήσεως, καθ' οἰανδήποτε στιγμὴν δι' ἐγγράφου εἰδοποίησεως πρὸς τὴν Μισθωτήν, ἐν περιπτώσει καθ' ἦν οὗτος θὰ παύσῃ ἐκπληρῶν τὰς ὑποχρεώσεις του κατὰ τὸ παρόν καὶ δὲν συμμορφωθῆ ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ἐγγράφου διαπιστώσεως τῆς μὴ ἐκπληρώσεως τῶν ὑποχρεώσεών του ὡς ἀνωτέρω ἐκτὸς ἐὰν ἡ τοιαύτη συμπεριφορὰ ὀφείλεται εἰς αἰτίας ἀνεξαρτήτους τοῦ ἐλέγχου του καὶ οὐχὶ εἰς ὑπαιτιότητα αὐτοῦ.

#### ”Αρθρον V.

”Ὑλικὸν προμηθευτέον ὑπὸ τῆς Ἐπιτροπῆς.

”Εξοδα Ἐξυπηρετήσεων.

α) Ἐκτὸς ἐὰν ἄλλως συμφωνηθῆ ἐγγράφως ὑπὸ τῆς Ἐπιτροπῆς καὶ τοῦ Μισθωτοῦ, εἰδικὸν πυρηνικὴν ὑλικὸν ἀναφέρομενον εἰς τὴν Μίσθωσιν ταύτην θὰ προμηθεύεται εἰς τὸν Μισθωτὴν εἰς κανονικὴν μορφὴν συμφώνως πρὸς τὰς ὑπὸ τῆς Ἐπιτροπῆς θεσπισθείσας προδιαγραφάς.

β) Ὁ Μισθωτῆς θὰ καταβάλῃ τὰς δαπάνας τῆς Ἐπιτροπῆς, ἐὰν ὑπάρξουν τοιαῦται διὰ τὴν παραλαβὴν καὶ συσκευασίαν, καὶ δι' οἰανδήποτε ἄλλην ἐργασίαν σχετικὴν μὲ τὴν παραγγελίαν αὐτοῦ, ἐκτὸς ἐὰν τοιαῦται δαπάνα συμφωνηθοῦν κατὰ τὴν ἐκτέλεσιν τῆς παραγγελίας ὑπὸ τοῦ Μισθωτοῦ καὶ τῆς Ἐπιτροπῆς, δι' ὑλικόν, δι' μισθωτῆς θὰ πληρώσῃ εἰς τὴν Ἐπιτροπὴν τὰς δαπάνας διὰ τὰς προσφερθείσας ὑπηρεσίας συμφώνως πρὸς τὴν παραγγελίαν τοῦ Μισθωτοῦ ὡς αύται καθορίζονται βάσει τῆς πολιτικῆς τιμῶν τῆς θεσπισθείσης ὑπὸ τῆς Ἐπιτροπῆς, ἐν ίσχυι καθ' ὃν χρόνον παρέχονται αἱ ἔξυπηρετήσεις αὗται. Ὁ Μισθωτῆς θὰ καταβάλῃ ἐπίσης τὴν ἀντίστοιχον δαπάνην ἔργων διὰ τὴν περίοδον τὴν ἀπαιτουμένην διὰ τὰς ὑπηρεσίας ταύτας καὶ μέχρι τῆς πραγματικῆς παραδόσεως τοῦ μισθωθέντος εἰδικοῦ πυρηνικοῦ ὑλικοῦ εἰς τὸν Μισθωτήν, ὥπως προβλέπεται ἐνταῦθα, ὡς καὶ τὴν ἀξίαν τοῦ καταναλωθέντος ὑλικοῦ κατὰ τὴν προσφορὰν εἰδικῶν ὑπηρεσιῶν.

γ) Ἐὰν τὸ ὑλικὸν τὸ παραδοθὲν ὑπὸ τῆς Ἐπιτροπῆς συμφώνως πρὸς παραγγελίαν ἐκτελεσθεῖσαν ὑπὸ τοῦ Μισθωτοῦ καὶ τῆς Ἐπιτροπῆς, δὲν εἶναι σύμφωνον πρὸς τὰς καθορισθείσας προδιαγραφάς (ἢ τὰς ἐν ἴσχυι τοιαύτας κατὰ τὴν παραγγελίαν μεταξύ τοῦ Μισθωτοῦ καὶ τῆς Ἐπιτροπῆς) ἡ εὐθύνη καὶ ὑποχρέωσις τῆς Κυβερνήσεως, τῆς Ἐπιτροπῆς καὶ ἀπόμων ἐνεργούντων ἐν ὄνδρατι τῆς Ἐπιτροπῆς θὰ πειριορισθῇ μόνον εἰς τὸ νὰ ἐπανορθώσῃ τὴν ἀσυμφωνίαν διὰ παραδόσεως ὑλικῶν ἀνταποκρινομένων εἰς τὰς προδιαγραφάς. Ἡ Ἐπιτροπὴ θὰ καταβάλῃ εἰς τὸν μεταφορέα τὰ ἔξοδα μεταφορᾶς διὰ τὴν ἐπιστροφὴν ὑλικοῦ μὴ ἀνταποκρινομένου εἰς τὰς σχετικὰς προδιαγραφάς, ὡς ἐπίσης καὶ τὰ ἔξοδα μεταφορᾶς διὰ τὴν ἀποστολὴν τοῦ ἀντικαθιστῶντος ὑλικοῦ. Δὲν θὰ ἐπιβιληθοῦν δαπάναι ἔξυπηρετήσεως ὅσον ἀφορᾶ τὴν ἀντικατάστασιν τοῦ ὑλικοῦ καὶ αἱ δαπάναι ἐνοικιάσεως τῶν εἰς τὴν Ἐπιτροπὴν ἀνηκόντων δοχείων ἐντὸς τῶν δόποιων θὰ γίνη ἡ μεταφορὰ τοῦ ὑλικοῦ δὲν θὰ καταβάλωνται εἰμὴ μόνον τριάκοντα (30) ἡμέρας μετὰ τὴν ἡμερομηνίαν τῆς φορτώσεως.

δ) Ἀναγνωρίζεται διτι ὑλικὸν προμηθευθὲν βάσει τοῦ Μισθωτηρίου τούτου, ὡς ἐμπλουτισμένον οὐράνιον (U-235) δυνατὸν νὰ καταναλίσκεται κατὰ τρόπον ὥστε νὰ μειώνεται ἡ ίσοτοπικὴ σχέσις τούτου μέχρι σημείου ὥστε τὸ μισθωθὲν ὑλικὸν νὰ παύσῃ νὰ εἶναι πλέον εἰδικὸν πυρηνικὸν ὑλικὸν ὡς ὁρίζεται εἰς τὸ παρὸν Μισθωτηρίου. Ἐκτὸς ἐὰν, συμφώνως πρὸς τὴν παραγγραφὸν ταύτην, ἡ τὴν παραγγραφὸν ε, κατωτέρω, τὸ προκύπτον φυσικὸν ἡ ἔξηντλημένον οὐράνιον θὰ εἶναι καὶ θὰ παραμείνῃ ὑποκείμενον τῶν δρῶν τοῦ Μισθωτηρίου τούτου, ὡς ἐὰν τὸ ὑλικὸν νὰ ἡτο εἰδικὸν πυρηνικὸν ὑλικὸν ὑπὸ τὴν προϋπόθεσιν διτι αἱ οὐρανίοις καὶ διὰ δαπάνας χρήσεως ἐν σχέσει πρὸς τοιούτον ὑλικὸν θὰ ὑπολογισθοῦν ἀναλόγως τῆς ἀξίας τοῦ φυσικοῦ ἡ ἔξηντλημένον οὐρανίον καὶ ὑπὸ τὴν περαιτέρω προϋπόθεσιν διτι ἐάν, ἀντὶ νὰ ἐπιστρέψῃ τὸ τοιούτον ὑλικὸν κατ' εὐθεῖαν εἰς ἐγκαταστάσεις τῆς Ἐπιτροπῆς, τὰς προβλεπομένας ὑπὸ τοῦ παρόντος Μισθωτηρίου, ὁ Μισθωτῆς ἐπιθυμῇ τὴν μεταφορὰν τοῦ τοιούτου ὑλικοῦ εἰς ἄλλον πρόσωπον ἔξουσιοδοτηθὲν καὶ ἐγκριθὲν ὑπὸ τῆς Ἐπιτροπῆς διὰ τὸν σκοπὸν αὐτόν, καὶ νὰ ἀπαλλαγῇ ἐκ τῶν ὑποχρεώσεών του ἐν σχέσει πρὸς τοῦτο, ἡ Ἐπιτροπὴ δύναται, κατὰ τὴν κρίσιν της, νὰ ἀπαιτήσῃ ἀπὸ τὸν Μισθωτὴν τὴν πληρωμὴν τῆς ἀξίας τῶν τοιούτων ὑλικῶν καὶ τὴν μεταβίβασιν τῆς κυριότητος τῶν τοιούτων ὑλικῶν εἰς τὸν Μισθωτήν.

ε) (1) Ἡ Ἐπιτροπὴ, κατὰ τὴν παραδόσιν εἰς τὸν Μισθωτὴν, τοῦ πλουτωνίου U-233, ἡ οὐρανίου ἐμπλουτισμένου εἰς τὸ ίσότοπον 233, κατὰ τὸ Μισθωτηρίου τούτου, δύναται νὰ ἀπαιτήσῃ ὥπως τὸ τοιούτον πλουτώνιον μὴ ἀναμιχθῆ μὲ ἄλλον πλουτώνιον ἡ τὸ δύνα U-233 ἡ τὸ ἐμπλουτισμένον οὐράνιον εἰς τὸ ίσότοπον 233 μὴ ἀναμιχθῆ μὲ ἄλλον οὐράνιον.

(2) Εἰς περίπτωσιν ἀναμίξεως φυσικοῦ, ἔξηντλημένου ἡ ἐμπλουτισμένου οὐράνιου τῆς Μισθώσεως ταύτης μὲ οὐράνιον μὴ καλυπτόμενον ὑπὸ τοῦ Μισθωτηρίου τούτου πλήν τοῦ U-233 ἡ οὐρανίου ἐμπλουτισμένου εἰς τὸ ίσότοπον U-233:

(Α) Ἐάν, ἐντὸς ἑκατὸν εἴκοσι (120) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας συμπληρώσεως τῆς ἀναμίξεως, ἡ Ἐπιτροπὴ λάβῃ ἔγγραφον συμφωνίαν δύων τῶν συμβαλλομένων μερῶν, καὶ

1. Ἡ περιεκτικότης (ποσοστὸν ἐπὶ τοῖς ἑκατὸν βάρους U-235) τοῦ ἀναμεμιγμένου προϊόντος εἶναι ὑψηλοτέρα ἐκείνης τοῦ μισθωθέντος ὑλικοῦ τοῦ χρησιμοποιηθέντος εἰς τὴν ἀνάμιξιν (α) ἡ Ἐπιτροπὴ θὰ χρεώσῃ τὸν λογαριασμὸν τοῦ Μισθωτοῦ μὲ τὴν ἀξίαν τόσου ποσοστοῦ τῆς συμμετοχῆς τοῦ Μισθωτοῦ εἰς τὸ ἀναμιχθὲν προϊόν ὃσον μὴ ὑπερβαίνῃ αὐτὴ τὴν ἀξίαν τοῦ ὑπὸ τοῦ Μισθωτοῦ μισθωθέντος ὑλικοῦ ὅπερ ἔχρησιμοποιήθη εἰς τὴν ἀνάμιξιν καὶ θὰ πιστώσῃ τὸν λογαριασμὸν τοῦ Μισθωτοῦ μὲ τὴν ἀξίαν τοῦ ὑπὸ αὐτοῦ μισθωθέντος ὑλικοῦ τοῦ χρησιμοποιηθέντος

εἰς τὴν ἀνάμιξιν (β) ἡ κυριότης τοῦ οὕτω χρεωθέντος εἰς τὸν λογαριασμὸν τοῦ Μισθωτοῦ μίγματος θὰ περιέχεται εἰς τὴν Κυβέρνησιν καὶ (γ) ὁ οὗτος θὰ καταβάλῃ εἰς τὴν Ἐπιτροπὴν ποσόν, ἐφ' ὃσον προκύπτη περίπτωσις, ἡ ἀξία τοῦ μισθωθέντος ὑλικοῦ νὰ ὑπερβαίνῃ τὴν ἀξίαν τοῦ χρεωθέντος ὑλικοῦ.

2. Ἡ περιεκτικότης (ποσοστὸν ἐπὶ τοῖς ἔκατον, βάρους U-235) τοῦ ἀναμιχθέντος προϊόντος εἶναι χαμηλοτέρα τοῦ μισθωθέντος ὑλικοῦ τοῦ χρησιμοποιηθέντος εἰς τὴν ἀνάμιξιν (α). Ἡ Ἐπιτροπὴ θὰ χρεώσῃ τὸν λογαριασμὸν τοῦ Μισθωτοῦ μὲ τὴν ἀξίαν τόσου ποσοστοῦ τῆς συμμετοχῆς τοῦ Μισθωτοῦ εἰς τὸ ἀναμιχθὲν προϊόν, θεωρούμενον ὡς στοιχεῖον τροφοδοτήσεως, τὸ ὅποιον δὲν ὑπερβαίνει τὸ στοιχεῖον τροφοδοτήσεως (ὑπὸ τὴν προϋπόθεσιν ὅτι ἐχρησιμοποιήθη ὡς ὑλικὸν τροφοδοσίας οὐράνιον ἔχον περιεκτικότητα 0,711 % κατὰ βάρος U-235) τοῦ ὑπὸ τοῦ Μισθωτοῦ μισθωθέντος ὑλικοῦ τοῦ χρησιμοποιηθέντος εἰς τὴν ἀνάμιξιν καὶ θὰ ἔκδωσῃ τὸν λογαριασμὸν τοῦ Μισθωτοῦ μὲ τὴν ἀξίαν τοῦ μισθωθέντος ὑπὸ τοῦ Μισθωτοῦ ὑλικοῦ τοῦ χρησιμοποιηθέντος εἰς τὴν ἀνάμιξιν (β) ἡ κυριότης τοῦ οὕτω ἀναμιχθέντος προϊόντος, ὡς ἐχρεωθῆ εἰς τὸν λογαριασμὸν τοῦ Μισθωτοῦ, θὰ περιέχεται εἰς τὴν Κυβέρνησιν (ε) ὁ Μισθωτὴς θὰ καταβάλῃ εἰς τὴν Ἐπιτροπὴν ποσόν, ἐφ' ὃσον προκύπτη τοιοῦτον, ἐὰν ἡ ἀξία τοῦ πιστωθέντος ὑλικοῦ ὑπερβαίνῃ τὴν ἀξίαν τοῦ χρεωθέντος ὑλικοῦ.

(B) Ἐὰν τοιαύτη γραπτὴ συμφωνία δὲν ἔχῃ ληφθῆ ὑπὸ τῆς Ἐπιτροπῆς, ἐκτὸς ἐὰν ἄλλως ἔχῃ συμφωνηθῆ γραπτῶς μεταξὺ τῆς Ἐπιτροπῆς τῶν μισθωτῶν καὶ ἴδιοκτητῶν τοῦ οὐρανίου οἱ ὅποιοι δὲν ὑπόκεινται εἰς τὴν μίσθωσιν (1) ὁ Μισθωτὴς θὰ θεωρηθῇ διὰ τοῦτο ἔχει ἀγοράσει τὸ ὑλικὸν συμφωνῶς μὲ ἴδιον τοῦ μισθωτήριον τὸ ὅποιον ἐχρησιμοποιήθη εἰς τὴν ἀνάμιξιν καὶ θὰ πληρωσῇ εἰς τὴν Ἐπιτροπὴν τὴν ἀξίαν τοῦ ὑλικοῦ, τὸ ὅποιον οὕτως ἡγοράσθη καὶ (2) ἡ κυριότης τοῦ ὑλικοῦ τούτου θὰ περιέλθῃ ἀπὸ τὴν Κυβέρνησιν εἰς τὸν Μισθωτὴν κατόπιν ἐξοφλήσεως εἰς τὴν Ἐπιτροπὴν τοῦ ὄφειλομένου ποσοῦ.

(3) Εἰς τὴν περίπτωσιν ἀναμίξεως πλουτωνίου ὑπόκειμένου εἰς κύτην τὴν Μίσθωσιν μετὰ πλουτωνίου μὴ ὑπόκειμένου εἰς αὐτὴν ἡ ἀναμίξεως οὐρανίου ὑποκειμένου εἰς αὐτὴν τὴν μίσθωσιν μὲ U - 233 ἢ οὐρανίου ἐμπλουτισμένου εἰς τὸ ἰσότοπον 233 μὴ ὑπόκειμενον εἰς αὐτὴν τὴν Μίσθωσιν, ὁ Μισθωτὴς συμφωνεῖ ἡ (A) νὰ διασφαλίσῃ τὴν γραπτὴν συμφωνίαν τῆς Ἐπιτροπῆς ἐκ τῶν προτέρων, ὡς πρὸς τοὺς ὄρους καὶ τὰς συνθήκας ὑπὸ τὰς ὅποιας τὸ ὑλικὸν τοῦτο δύναται νὰ ἀναμιχθῇ ἡ (B) νὰ ἀποδεχθῇ ὡς τελειωτικὴν καὶ ὑποχρεωτικὴν τὴν ἐγγραφὸν ἀπόφασιν τῆς Ἐπιτροπῆς ὃσον ἀφορᾷ τὰς συνεπείας τῆς τοιαύτης ἀναμίξεως περιλαμβανομένης καὶ τῆς διαθέσεως τοῦ ἀναμιχθέντος προϊόντος καὶ τῶν ὄφειλομένων ποσῶν εἰς τὴν Ἐπιτροπὴν καὶ τὸν Μισθωτὴν.

(4) Ὡς χρησιμοποιεῖται εἰς τὴν ὑποπαράγραφον (2) ὁ ὄρος «ἀξία» ἀναφέρεται εἰς ἐκείνην τῆς ἡμέρας τῆς συμπληρώσεως τῆς ἀναμίξεως. Τὰ τροφοδοτούμενα ὑλικά τὰ καθοριζόμενα εἰς τὴν ὑποπαράγραφον θεωρούνται ἀπὸ τὸν θεσπισθέντα πρότυπον πίνακα τῆς Ἐπιτροπῆς διὰ τὴν Ὑπηρεσίαν Ἐξυπηρετήσεως ἐμπλουτισμοῦ, τὸν δημοσιεύμενον ἀπὸ καὶ τὸν ὑπὸ τῆς Ἐπιτροπῆς εἰς τὸ US Federal Register καὶ ὡς ὅποιος εἰναι ἐν ἴσγρᾳ κατὰ τὴν ἡμέραν τῆς ἀποπερατώσεως τῆς ἀναμίξεως.

(5) Ἐνταῦθα συμφωνεῖται, ὅτι ὁ Μισθωτὴς θὰ διαφύλαξῃ τὴν Κυβέρνησιν, Ἐπιτροπὴν καὶ τὰ ἐνεργοῦντα διὰ λογαριασμὸν τῆς Ἐπιτροπῆς ἀτομα ἐλεύθερα ἀπὸ ἀπαιτήσεις τρίτων, ἔνεκα δικαιωμάτων προκυπτόντων ἡ ἐχόντων σχέσεις μὲ «Source material» ἡ εἰδικὰ πυρηνικὰ ὑλικά, χρησιμοποιούμενα διὰ τὴν ἀνάμιξιν. Ἐν τούτοις ἡ πρόβλεψίς αὐτῆς δὲν θὰ ἐφαρμόζεται μέχρι σημείου ὥστε νὰ ἀπαγορεύεται εἰς τὸν Μισθωτὴν ὑπὸ τοῦ Νόμου, νὰ συμμετέχῃ εἰς τοιαύτας συμφωνίας.

(1) Ὁ Μισθωτὴς θὰ διατηρήσῃ καὶ θὰ ἔχῃ διαθέσιμη διὰ τὴν Ἐπιτροπὴν, πρὸς ἔξετασιν κατόπιν λογικῆς προεδροποιήσεως, πλήρη καὶ ἵκανοποιητικὰ στοιχεῖα, ἀναφέρομενα εἰς τὴν ἐπ’ αὐτοῦ παραλαβήν, κατοχήν, χρῆσιν, τοποθέτησιν, μετακίνησιν καὶ φυσικὰς ἀπογραφὰς τοῦ ὑλικοῦ τοῦ ὑποκειμένου εἰς τὸ Μισθωτήριον τοῦτο. Τοιαῦτα στοιχεῖα θὰ περιλαμβάνουν φυσικάς (ὑλικάς) μετρήσεις, κατανάλωσιν, πραγματικὰς ἀπογραφὰς καὶ δοσοληψίας, σχετιζόμενας μὲ ταῦτα. Ὁ Μισθωτὴς θὰ ὑποβάλῃ τοιαῦτα ἐγγραφὰ μεταβιβάσεως καὶ ἐκθέσεως τὰ δόποια θὰ ἀναφέρουν τὰς ποσότητας ὑλικοῦ αἱ ὅποιαι ἐλήφθησαν, τοῦ (πραγματικῶς) φυσικῶς ὑπάρχοντος, τοῦ καταναλωθέντος καὶ τοῦ μεταφερθέντος τοιούτου σχετικῶς πρὸς τὸ ὑλικόν τὸ ὑποκειμένον εἰς τὸ Μισθωτήριον αὐτό, συμφώνως πρὸς τὰ ὑπὸ τῆς Ἐπιτροπῆς ὅριζόμενα. Ὁ Μισθωτὴς θὰ κάνῃ τούλαχιστον μίαν «φυσικὴν» ἀπογραφὴν τοῦ καταναλωθέντος καὶ τοῦ μεταφερθέντος τοιούτου σχετικῶς πρὸς τὸ ὑλικόν τὸ ὑποκειμένον εἰς τὸ Μισθωτήριον αὐτό, συμφώνως πρὸς τὰ ὑπὸ τῆς Ἐπιτροπῆς ὅριζόμενα. Ὁ Μισθωτὴς θὰ κάνῃ τούλαχιστον μίαν «φυσικὴν» ἀπογραφὴν τοῦ καταναλωθέντος καὶ τοῦ μεταφερθέντος τοιούτου σχετικῶς πρὸς τὸ ὑλικόν τὸ ὑποκειμένον εἰς τὸ Μισθωτήριον αὐτό, συμφώνως πρὸς τὰ ὑπὸ τῆς Ἐπιτροπῆς ὅριζόμενα.

(2) Ὁ Μισθωτὴς θὰ παρέχῃ εἰς τὴν Ἐπιτροπὴν, ἀνὰ πάντα λογικὸν χρόνον τὴν εὐκαιρίαν ἐπιθεωρήσεως τοῦ ὑλικοῦ τοῦ ὑποκειμένου εἰς τὸ Μισθωτήριον τοῦτο καθὼς καὶ τῶν χώρων καὶ ἐγκαταστάσεων ὅπου τοιοῦτον ὑλικὸν χρησιμοποιεῖται ἡ ἀποθηκεύεται. Ὁ Μισθωτὴς θὰ ἐπιτρέπῃ εἰς τὴν Ἐπιτροπὴν νὰ ἐκτελῇ γενικὸν ἐλεγχὸν καὶ ἐλεγχὸν ἀπογραφῆς, ὡς ἡ Ἐπιτροπὴ θὰ ἐγκρίνῃ τοῦτο ἀπαραίτητον πρὸς ἐπαλήθευσιν ἐπὶ ἀκριβείας οἰσασθήσεως ὑποβληθείσης ὑπὸ τοῦ Μισθωτοῦ εἰς τὴν Ἐπιτροπήν. Ἡ Ἐπιτροπὴ συμφωνεῖ νὰ ἐκτελῇ ἐλέγχους ἀπογραφῆς σχετικὰς πρὸς τὰ ὑλικὰ τὰ ὑποκειμένα εἰς τὸ Μισθωτήριον τοῦτο τὰ ὅποιον διὰ τοῦτο διασκέψεως συμφωνεῖ ὅτι δύναται νὰ περιλαμβάνῃ τὴν λῆψιν ἐνὸς λογικοῦ ἀριθμοῦ δειγμάτων διὰ φυσικὰς καὶ χημικὰς ἀναλύσεις κατὰ τοιοῦτον δυμῶν τρόπον ὥστε νὰ ἐλαττώσῃ τὴν παρεμβολὴν εἰς τὴν ὑπὸ τοῦ Μισθωτοῦ, γινομένην ἐπεξεργασίαν, εἰς τὰ προγράμματα παραδόσεως καὶ ὑποχρεώσεις πρὸς τρίτους, ἐν σχέσει μὲ τὸ ὑλικόν. Οὐδὲν περιλαμβανόμενον εἰς τὸ παρὸν θὰ δώσῃ δικαιώματα εἰς τὴν Ἐπιτροπὴν νὰ ἐκτελέσῃ καταστρεπτικὸν ἐλεγχὸν ἐνὸς βιομηχανοποιημένου ὑλικοῦ περιέχοντος εἰδίκον πυρηνικὸν ὑλικόν ἐκτὸς ἐὰν συγκατατίθεται ὁ Μισθωτὴς πρὸς τοῦτο. Ὁ Μισθωτὴς, συμφωνεῖ, διὰ τὸ καμμία ἐπιβάρυνσις δὲν θὰ βαρύνῃ τὴν Ἐπιτροπὴν διὰ τὸ κύριος τὴν Ἀξίαν τοῦ Μισθωτοῦ σχετικὰς πρὸς τὸν θεσμό της διεγμάτων τοῦ ὑλικοῦ ἡ ἐξηγήσεων ἡ συσκευῶν αἱ ὅποιαι τυχὸν θὰ παρέχωνται ὑπὸ τοῦ Μισθωτοῦ, σχετικῶς μὲ τὴν ἐκτέλεσιν γενικῶν ἐλέγχων καὶ ἐλέγχων ἀπογραφῆς. Ἐν τούτοις ἡ Ἐπιτροπὴ θὰ πιστώσῃ τὸν λογαριασμὸν τοῦ Μισθωτοῦ μετὰ τῆς Ἐπιτροπῆς μὲ τὴν ἀξίαν τοῦ Μισθωτοῦ τοῦ ὑλικοῦ ὥπερ περιλαμβάνεται εἰς τὰ δείγματα καὶ ἡ Ἐπιτροπὴ δὲν θὰ βαρύνῃ τὸν Μισθωτὴν διὰ τὴν ἐπαναφορὰν τῶν δειγμάτων ὑλικοῦ εἰς τὴν κανονικὴν μορφὴν των.

Ἐάν ὁ Μισθωτὴς ἀποστέλλῃ ὑλικὸν ὑποκειμένον εἰς τὸ Μισθωτήριον τοῦτο εἰς οἰνδήποτε πρόσωπον ἡ προκαλέσῃ ἀποστολὴν ἐνὸς τοιούτου ὑλικοῦ ὁ Μισθωτὴς θὰ ἐξασφαλίσῃ τὰ δικαιώματα καὶ προνόμια, τὰ παραχωρηθέντα εἰς τὴν Ἐπιτροπὴν διὰ τὴν παραγράφου αὐτῆς κατὰ τοιοῦτον τρόπον ὥστε νὰ μὴ ἐπιηράσωνται ὑπὸ τοιαύτης ἀποστολῆς.

#### ”Αρθρον VI.

Ἐπιστροφὴ ὑλικοῦ εἰς τὴν Ἐπιτροπήν.  
Εἰδικαὶ ἐπιβαρύνσεις διὰ τὰς ἐξυπηρετήσεις τῆς Ἐπιτροπῆς.

α) Ἐκτὸς ἀν ἄλλως συμφωνηθῆ ἐγγράφως ὑπὸ τῶν δύο μερῶν, ὁ Μισθωτὴς θὰ ἐπιστρέψῃ δλον τὸ ὑλικόν τὸ ὑπὸ τῶν δύο διεργαστητῶν εἰς τὸ Μισθωτήριον, τοῦτο κατὰ τὴν λῆξιν ἡ ἐνωρίτερον τῆς λήξεως τοῦ Μισθωτηρίου αὐτοῦ. Ἐν τούτοις ὁ Μισθωτὴς ἔχει τὸ δικαίωμα τῆς ἐπιστροφῆς ἐνὸς τοιούτου ὑλικοῦ, ἀνὰ πᾶσαν στιγμὴν πρὸ τῆς λήμερομηνίας ταύτης.

b) Ἐκτὸς ἐὰν ἄλλως προβλέπεται εἰς τὸ παρόν, ὑλικὸν ὑποκείμενον εἰς τὸ Μισθωτήριον, τὸ ὅποιον ἐπιστρέφεται ἀπὸ εὐθείας εἰς τὴν Ἐπιτροπὴν θὰ εἶναι μετ' ἐπεξεργασίαν εἰς ἔγκαταστάσεις ἀποδεκτὰς ὑπὸ τῆς Ἐπιτροπῆς, εἰς κανονικὴν μορφὴν καὶ θὰ συμφωνῇ μὲ τὰς προδιαγραφὰς τὰς θεσπισθείσας ὑπὸ τῆς Ἐπιτροπῆς δι' ἐπιστρεφόμενον ὑλικὸν ἴσχυοντας κατὰ τὴν ἡμέραν κατὰ τὴν ὥραν ἐπιστρέφεται τὸ ὑλικόν.

c) Ὅλικόν, ὑποκείμενον εἰς τὸ Μισθωτήριον τοῦτο καὶ μεταφορέμενον πέραν τῆς δικαιοδοσίας τοῦ Μισθωτοῦ, μὲ τὴν συγκατάθεσιν τῆς Ἐπιτροπῆς, ἀνεξαρτήτως τοῦ τύπου ἢ καὶ τῶν προδιαγραφῶν τοιούτου ὑλικοῦ, θὰ θεωρηθῇ ὅτι ἔχει ἐπιστραφὴ εἰς τὴν Ἐπιτροπὴν ἐὰν τοιοῦτος ἀποδεκτῆς, ἢ Ἐπιτροπὴ καὶ ὁ Μισθωτής ἔκτελον μίαν κοινὴν συμφωνίαν καλύπτουσαν τὸ οὕτω μεταφερθὲν ὑλικόν.

d) Ἡ Ἐπιτροπὴ δύναται ἀναλόγως μὲ τὴν κρίσιν τῆς νὰ ἀποδεχθῇ τὸ ὑλικόν εἰς ἕνα τύπον ἢ καὶ προδιαγραφὰς δικαιοφορεῖταις ἀπὸ ἐκείνας ποὺ προβλέπονται εἰς τὴν ὑποπαχγραφὸν (b) ἀνωτέρω. Εἰς τοιαύτας περιπτώσεις ἐκτὸς ἐὰν ἡ Ἐπιτροπὴ καθορίσῃ διτὶ ἀποδοχὴν τοιούτου ὑλικοῦ εἰς τὴν ὑπάρχουσαν μορφὴν συμφέρει εἰς τὴν Κυβέρνησιν τῶν ΗΠΑ, ὁ Μισθωτής θὰ καταβάλῃ ἐν ποσὸν διὰ τὴν ἐπεξεργασίαν τοῦ οὕτως ἐπιστραφέντος ὑλικοῦ εἰς τρόπον ὡστε νὰ καταστήσῃ τοῦτο σύμφωνον μὲ «κανονικὴν μορφὴν» καὶ μὲ τὰς προδιαγραφὰς τὰς θεσπισθείσας ὑπὸ τῆς Ἐπιτροπῆς τὰς ἴσχυοντας κατὰ τὸν χρόνον τῆς ἐπιστροφῆς τοῦ ὑλικοῦ. Ἡ ἐπιβάρυνσις αὐτῇ θὰ περιλαμβάνῃ τὴν ἀμοιβὴν τῆς Ἐπιτροπῆς διὰ τὴν ἐπεξεργασίαν ὡς δρίζεται συμφώνως πρὸς τὴν καθορισθείσαν πολιτικὴν τιμῶν τῆς Ἐπιτροπῆς ἐν ἴσχυι κατὰ τὸν χρόνον τῆς ἐπιστροφῆς τοῦ ὑλικοῦ καὶ ἐνὸς ποσοῦ, ὡς καθορίζεται ὑπὸ τῆς Ἐπιτροπῆς, διὰ τὴν ἀξίαν τοῦ κατανάλωθέντος ὑλικοῦ κατὰ τὴν διάρκειαν τῆς ἐπεξεργασίας του. Ὁποτεδήποτε, ὑλικὸν ἐπιστραφὲν ὑπὸ τοῦ Μισθωτοῦ ὑπόκειται εἰς ἐπιβάρυνσιν ἐπεξεργασίαν συμφώνως τῇ παρούσῃ ὑποπαράγραφῳ. Ὁ Μισθωτής οὐχι συνεχίσῃ νὰ καταβάλῃ ποσὸν χρήσεως τοῦ ἐν λόγῳ ὑλικοῦ μέχρι τῆς λήξεως τῆς περιόδου ἐπεξεργασίας ὡς καθορίζεται ὑπὸ τῆς Ἐπιτροπῆς κατὰ τὸν χρόνον ἀποδοχῆς τοῦ ὑλικοῦ.

e) Ἐκτὸς ἐὰν ἡ Ἐπιτροπὴ δεχθῇ ὑλικόν, ὅπως προβλέπεται εἰς τὴν ὑποπαράγραφὸν (d), ἀνωτέρω ὁ Μισθωτής οὐχι καταβάλῃ εἰς τὴν Ἐπιτροπὴν διὰ ὑλικὸν ἐπιστραφὲν ὑπὸ μορφὴν ἢ καὶ προδιαγραφάς, διαφόρους ἐκείνων αἵτινες προβλέπονται εἰς τὴν ὑποπαράγραφον b., ἀνωτέρω ἐναὶ ποσὸν ἵσον πρὸς τὴν ἀξίαν τοῦ ὑλικοῦ. Ἐπὶ πλέον ὁ Μισθωτής οὐχι καταβάλῃ ἐναὶ εἰδίκον ποσὸν δι' ὑπηρεσίας ὡς τοῦτο δρίζεται συμφώνως πρὸς τὸν καθιερωμένον προσδιορισμὸν τιμῶν τῆς Ἐπιτροπῆς, αἱ ὄποιαι ἴσχυουν κατὰ τὴν περίοδον ἐπιστροφῆς τοῦ ὑλικοῦ διὰ τὴν μεταφοράν, ὑποθήκευσιν ἢ καὶ τὴν διάθεσιν τοῦ ἐν λόγῳ ὑλικοῦ.

f) Ἐὰν ὑλικὸν ὑποκείμενον εἰς τὸ Μισθωτήριον τοῦτο, ἐπιστραφῇ κατ' εὐθείαν εἰς τὴν Ἐπιτροπὴν ὑπὸ μορφὴν ἐξαφθοριούχου οὐρανίου θὰ σταλῇ τοῦτο συσκευασμένον μόνον εἰς δοχεῖα καταλλήλου μεγέθους, ὡς δρίζεται ὑπὸ τῆς Ἐπιτροπῆς. Ἡ ποσότης τοῦ ἀποσταλέντος τοιούτου ὑλικοῦ συσκευασμένου ἐντὸς ἐνὸς δοχείου δὲν θὰ εἶναι ὀλιγωτέρα ἀπὸ τὸ ἐλάχιστον περιεχόμενον τὸ καθορίζομενον ὑπὸ τῆς Ἐπιτροπῆς διὰ τὸν τύπον τοῦ χρησιμοποιουμένου δοχείου.

g) 1. Πᾶν ὑλικόν, τὸ ὅποιον ἐπιστρέφεται εἰς τὰς ΗΠΑ οὐχι ἀποσταλῇ εἰς ἕνα εἰσαγωγικὸν λιμένα τῶν ΗΠΑ, ὁ ὄποιος θὰ καθορισθῇ ἀπὸ τὴν Ἐπιτροπὴν κατόπιν συνενοήσεως μὲ τὸν Μισθωτήν. Ἡ Ἐπιτροπὴ θὰ ἐνεργήσῃ διὰ νὰ δοθῇ ἡ ἀδεια εἰσαγωγῆς τοιούτου ὑλικοῦ. Ἐκτὸς ἐὰν ἔχῃ ἄλλως ἀμοιβαίως συμφωνηθῇ ἀπὸ ἀμφότερα τὰ μέρη, ὁ Μισθωτής θὰ ἐξεύρῃ τότε ἰδίους ἔξδοις, ἐν μεταφορικὸν μέσον ὑποκείμενον εἰς τοιούτους δρους, ἐπιβαρύνσεις, συνθήκες καὶ ἀδειας ὡς ἥθελεν καθορισθῇ ἵνα μεταφερθῇ τοιούτου ὑλικοῦ δι' ἐμπορικῶν μεταφορικῶν μέσων εἰς τὰς ἔγκαταστάσεις τῆς Ἐπιτροπῆς ἢ τὸ μέρος ποὺ ἥθελεν δρίσει κατηγορίαν.

2. Ἐκτὸς ἐὰν ἀνακριθῇ ὑπὸ τῆς Ἐπιτροπῆς, ὁ Μισθωτής θὰ δώσῃ εἰς αὐτὴν μίαν προειδοποίησιν τούλαχιστον 15 ημερῶν διὰ τὴν πρόθεσιν του νὰ ἐπιστρέψῃ τοιούτον ὑλικὸν εἰς ΗΠΑ. Ἡ Ἐπιτροπὴ θὰ εἰδοποιήσῃ τὸν Μισθωτὴν ἔγκαταριῶς μετὰ τὴν ληψήν τῆς εἰδοποιήσεως περὶ ἐπιστροφῆς ὑλικοῦ καθορίζουσα τὴν ἔγκαταστασιν τῆς Ἐπιτροπῆς ἢ τὸν τόπον διὰ ἡ Ἐπιτροπὴ θὰ καθορίσῃ διὰ τὴν ἐπιστροφὴν τοῦ ὑλικοῦ. Ὁ Μισθωτής κατὰ τὸν χρόνον ἐπιστροφῆς τοῦ ὑλικοῦ θὰ εἰδοποιήσῃ τὴν Ἐπιτροπὴν περὶ τῆς ἡμερομηνίας καὶ τοῦ τρόπου ἀποστολῆς τοῦ ἐν λόγῳ ὑλικοῦ εἰς τὰς ἔγκαταστάσεις τῆς Ἐπιτροπῆς ἢ ἄλλην τοποθεσίαν ὡς καὶ τὴν ὑπολογιζόμενην ἡμερομηνίαν ἀφίξεως.

h) Ἡ Ἐπιτροπὴ θὰ ἐκδόσῃ μίαν γραπτὴν ἀπόδειξιν ὡς ὄποια θὰ πιστοποιῇ τὴν ἐπιστροφὴν τοῦ ἐν λόγῳ ὑλικοῦ.

#### "Ἀρθρον VII.

Πληρωμὴ διὰ χρησιμοποιηθὲν ὑλικόν.

a) Ἐκτὸς ἐὰν ἄλλως συμφωνηθῇ ὁ Μισθωτής θὰ εἶναι ὑπεύθυνος καὶ θὰ ἀποζημιώσῃ τὴν Ἐπιτροπὴν διὰ πᾶσαν κατανάλωσιν ὑλικοῦ, ἀνεξαρτήτως ἀν τοιαύτη κατανάλωσις ὀφείλεται εἰς σφάλμα ἢ ἀμέλειαν τοῦ Μισθωτοῦ ἢ δι' ὄποιας ἀδήπτοτε ἄλλην αἰτίαν ἀπὸ τὸν χρόνον ἀπὸ τὸν ὄποιον διετέθη τὸ ὑλικόν ὑπὸ τῆς Ἐπιτροπῆς συμφώνως πρὸς τὸ ἔρθρον XV καὶ μέχρις οὕτω τὸ ἐν λόγῳ ὑλικόν ἐπιστραφῆ εἰς μίαν ἀπὸ τὰς ἔγκαταστάσεις τῆς Ἐπιτροπῆς ὅπως προβλέπεται ἐνταῦθα.

b) Ὁ Μισθωτής θὰ ὑποβάλῃ ἑξαμηνιαίας ἐκθέσεις πρὸς τὴν Ἐπιτροπὴν τὴν πρώτην Φεβρουαρίου καὶ 1ην Αὔγουστου ἐπὶ ἐντύπων ὡς δρίζωνται ὑπὸ τῆς Ἐπιτροπῆς εἰς τὰ ὄποια θὰ ἐμφαίνηται ἐπακριβῶς δλη ἢ κατανάλωσις ὑλικοῦ ὅπως αὐτῇ εἶναι γνωστή εἰς τὸν Μισθωτὴν μέχρι τῆς προηγουμένης 31ης Δεκεμβρίου καὶ 30ης Ιουνίου. "Οταν ἀναφέρεται ὑλικὸν ὡς χρησιμοποιηθὲν ὁ Μισθωτής ὀφείλει νὰ καταβάλῃ λογικὴν προστάθειαν διὰ νὰ καθορίσῃ ἐπακριβῶς τὸν χρόνον πρὸς διαδικασίας καὶ μεθόδους ὑπολογισμοῦ καταναλώσεως, ἀποδεκτῶν ὑπὸ τῆς Ἐπιτροπῆς.

c) Ὁ Μισθωτής δύναται καὶ ὀφείλει ὅταν ἀπαιτηθῇ τοῦτο ὑπὸ τῆς Ἐπιτροπῆς, νὰ καταβάλῃ ἐπὶ μιᾶς προσωρινῆς βάσεως διὰ καταναλωθὲν ὑλικόν, ἐκτὸς ἐὰν προβλέπεται ἄλλως, εἰς τὸ παρόν, τὸ ποσὸν τὸ ὀφειλόμενον εἰς τὴν Ἐπιτροπὴν διὰ καταναλωθὲν ὑλικὸν θὰ εἶναι δὲ ἡ ἀξία τοῦ ὑλικοῦ τοῦ καταναλωθέντος ἢ καθορίζομένη συμφώνως πρὸς τὸ Μισθωτήριον τοῦτο κατὰ τὸν χρόνον τῆς καταναλώσεως. Κυριότης δλου τοῦ καταναλωθέντος ὑλικοῦ ἐκτὸς ἀπὸ ὑλικὸν ἡ ἀξία τοῦ ὄποιον ἔχει ἐλαττωθεί λόγω μεταβολῆς τοῦ λόγου τοῦ ἴσοτόπου του, θὰ μεταβιβάζεται ἀπὸ τὴν Ἐπιτροπὴν εἰς τὸν Μισθωτὴν ὅταν γίνη ὁ τελικὸς διακανονισμὸς τοῦ ὀφειλομένου ποσοῦ εἰς τὴν Ἐπιτροπὴν.

#### "Ἀρθρον VIII.

Πληρωμὴ ἐξόδων χρήσεως (ἐνοικίου).

'Ἐκτὸς ἐὰν προβλέπεται ἄλλως ἐνταῦθα ὁ Μισθωτής νὰ καταβάλῃ εἰς τὴν Ἐπιτροπὴν ἑξόδα χρήσεως διὰ τὸ ὑλικὸν τὸ ὑποκείμενον εἰς τὸ Μισθωτήριον καὶ ὡς προβλέπεται εἰς τὸ ἔρθρον X κατωτέρω τὸ ὑψός τῶν ἐξόδων χρήσεως θὰ εἶναι τὸ ὑπὸ τῆς Ἐπιτροπῆς καθορίζομενον διὰ ἐτήσιαν χρῆσιν (366 ἡμέρας) τὸ ἴσγυον διὰ τὴν τὴν περίοδον ἡ ὄποια καλύπτεται ὑπὸ τοῦ τιμολογίου τῆς Ἐπιτροπῆς.

#### "Ἀρθρον IX.

Ἐτέρα ἐξουσία.

Οὐδὲν εἰς τὸ Μισθωτήριον τοῦτο θὰ θεωρηθῇ ὅτι ὑποχρεωνή τὸν Μισθωτὴν νὰ καταβάλῃ εἰς τὴν Ἐπιτροπὴν ποσὸν διὰ τὰ ὑλικὰ καὶ τὰς ἔξυπηρετήσεις αἵτινες περιέχουν εἰς τὸ Μισθωτήριον τοῦτο ἢ νὰ συμμαρφωθῇ μὲ ἄλλας εἰδικὰς δικταῖσις τοῦ Μισθωτηρίου, ἐὰν ἡ Ἐπιτροπὴ συμφώνως πρὸς καταστατικὸν ἢ ἄλλην ἐξουσίαν τὴν ὄποιαν δικαίηται καθορίζῃ ὅτι τοιαῦται ἐπιβαρύνσεις ἢ ἄλλοι περιορισμοὶ δὲν ἐφαρμόζονται.

## "Αρθρον Χ.

"Ανοιγμα τοῦ λογαριασμοῦ μισθώσεως εἰδικῶν πυρηνικῶν ὑλικῶν.

α) 'Η 'Επιτροπὴ θὰ ἀνοίξῃ διὰ τὸν Μισθωτὴν ἔνα λογαριασμὸν μισθώσεως εἰδικοῦ πυρηνικοῦ ὑλικοῦ ὁ ὄποιος θὰ χρεοῦται, δπως προβλέπεται ὑπὸ τοῦ παρόντος μὲ ποσὸν ἢ ποσά, ἵσα μὲ τὴν ἀξίαν τοῦ ὑποκειμένου εἰς τὸ παρὸν Μισθωτὴριον ὑλικοῦ. 'Ο λογαριασμὸς θὰ πιστούται δπῶς προβλέπεται ἐν τῷ παρόντι μὲ ποσὸν ἢ ποσά ἵσα πρὸς τὴν ἀξίαν ἐπιστραφέντος ὑλικοῦ ἢ πληρωθέντος ὑλικοῦ συμφώνως πρὸς τὸ Μισθωτήριον τοῦτο. 'Η καθημερινὴ ἴσοζύγισις τοῦ λογαριασμοῦ θὰ χρησιμοποιῆται διὰ τὸν ὑπολογισμὸν τοῦ ποσοῦ τοῦ ὀφειλομένου εἰς τὴν 'Επιτροπὴν διὰ τὰ ἔξοδα χρήσεως. 'Η ἀξία ὑλικοῦ ἥτις θὰ ἐμφανίζεται εἰς τὸν λογαριασμὸν κατόπιν πιστώσεως αὐτοῦ μὲ τὴν ἀξίαν τοῦ ἐπιστραφέντος ὑλικοῦ καὶ τῶν πληρωμῶν διὰ καταναλωθὲν ὑλικὸν θὰ δεικνύῃ τὸ ποσὸν τὸ ὀφειλόμενον εἰς τὴν 'Επιτροπὴν διὰ τὸ μὴ ἐπιστραφέν ὑλικὸν ἢ διὰ τὸ μὴ πληρωθὲν τοιοῦτον. Εἰς περίπτωσιν καθ' ἣν κατεβλήθη ἡ ἀξία ὑλικοῦ προσωρινῶς διότι κατηναλώθη, καταχωρεῖται βραδύτερον ἐκ νέου εἰς τὸν λογαριασμὸν τοῦ Μισθωτοῦ, ὁ λογαριασμὸς οὗτος θὰ χρεωθῇ τὴν ἡμερομηνίαν τῆς ἐπιστροφῆς εἰς τὸν Μισθωτὴν (or appropriate setoff) τῆς πληρωμῆς δπῶς προβλέπεται εἰς τὴν παράγραφον εἰς τὸν ἄρθρον XII τοῦ παρόντος μὲ ποσὸν ἢ ποσά ἵσα μὲ τὴν ἀξίαν τοιούτου ὑλικοῦ ἀπὸ τὴν ἡμερομηνίαν τοιαύτης ἀποκαταστάσεως τοῦ λογαριασμοῦ τοῦ Μισθωτοῦ.

β) 'Εκτὸς ἐὰν ἄλλως προβλέπεται ὑπὸ τοῦ παρόντος Μισθωτὴρίου ὁ λογαριασμὸς τοῦ Μισθωτοῦ θὰ χρεώνεται διὰ τὸ προμηθευθὲν ὑλικὸν ἀπὸ τὴν ἡμερομηνίαν παραδόσεως τοῦ ὑλικοῦ αὐτοῦ εἰς τὸν Μισθωτὴν. 'Εκτὸς ἐὰν μισθωθὲν ὑλικὸν μεταφερθῇ ἀπ' εὐθείας ἀπὸ ἄλλον Μισθωτὴν τῆς 'Επιτροπῆς ὅπότε ἡ χρέωσις θὰ γίνη ἀπὸ τῆς ἡμερομηνίας ἥτις καθορίζεται εἰς τὴν παραγγελίαν τοιούτου ὑλικοῦ ἥτις ἐκτελεῖται ὑπὸ τοῦ Μισθωτοῦ, τοῦ ἄλλου Μισθωτοῦ καὶ τῆς 'Επιτροπῆς. 'Εκτὸς ἐὰν ἄλλως ἔχῃ γίνει ἀποδεκτὸν ὑπὸ τῆς 'Επιτροπῆς ἡ τοιαύτη ἡμερομηνία δὲν θὰ προτάσσεται τῆς ἡμερομηνίας ἐκτελέσεως ὑπὸ τῆς 'Επιτροπῆς τῆς τοιαύτης παραγγελίας πέραν τῶν 30 ἡμερῶν, καὶ ἡ τοιαύτη ἡμερομηνία θὰ τίθεται εἰς τὸ ἐν ἴσχυί σχετικὸν ἔγγραφον μεταφορᾶς.

ε) 'Ο λογαριασμὸς τοῦ Μισθωτοῦ θὰ πιστώνεται διὰ πᾶσαν ἐπιστροφὴν ὑλικοῦ εἰς τὴν 'Επιτροπὴν ἢ διὰ πᾶσαν μεταβίβασιν ὑλικοῦ εἰς ἕτερον μισθωτὴν ἀποκλειστικῶν καὶ μόνον ὅταν τὸ ὑλικὸν ἐπιστρέφεται ἢ ἀποστέλλεται σύμφωνα μὲ τὸ ἄρθρον VI. 'Εκτὸς ἐὰν ἄλλως προβλέπεται ὑπὸ τοῦ παρόντος Μισθωτὴρίου ὁ λογαριασμὸς τοῦ Μισθωτοῦ θὰ πιστώνεται διὰ ὑλικὸν ἐπιστρεφόμενον ἀπ' εὐθείας εἰς τὴν 'Επιτροπὴν ἀπὸ τῆς ἡμερομηνίας παραδόσεως τοῦ ὑλικοῦ εἰς τόπον καθορίζομένον ὑπὸ τῆς 'Επιτροπῆς συμφώνως τῷ παρόντι Μισθωτὴρίῳ. Πίστωσις διὰ μεταβίβασιν ὑλικοῦ πρὸς ἄλλον Μισθωτὴν θὰ γίνεται ἀπὸ τῆς πραγματικῆς ἡμερομηνίας τῆς καθορίζομένης εἰς τὴν παραγγελίαν τοῦ Μισθωτοῦ καὶ τῆς ἐκτελουμένης ὑπὸ τοῦ λαμβάνοντος ταύτην Μισθωτοῦ, τῆς 'Επιτροπῆς καὶ τοῦ Μισθωτοῦ. Πίστωσις διὰ πληρωθὲν ὑλικὸν θὰ γίνεται ἀπὸ τῆς ἡμερομηνίας ἀφ' ἣς ἐλήφθη τὸ καταβληθὲν ποσὸν ὑπὸ τῆς 'Επιτροπῆς.

δ) 'Οποτεδήποτε ἡ 'Επιτροπὴ ἥθελεν μεταβάλει οἰανδήποτε ἐφαρμοζομένην βασικὴν χρέωσιν προβλεπομένην ὑπὸ τοῦ κάτωθι "Αρθρον XI, ἡ ἀξία τοῦ ὑλικοῦ ἡ ἐγγραφομένη εἰς τὸν λογαριασμὸν τοῦ Μισθωτοῦ, θὰ ἀποτιμάται ἐκ νέου βάσει τῆς νέας βασικῆς χρέωσεως ἀρκεῖ δπῶς ἡ ἀξία τοῦ καταναλωθέντος ὑλικοῦ κατὰ τὴν ἴσχυον σαν ἡμερομηνίαν τῆς τοιαύτης μεταβολῆς τοῦ ὑλικοῦ μὴ ἐπανεκτιμηθῆ. Μετὰ τὴν πραγματικὴν ἡμερομηνίαν τῆς μεταβολῆς τῆς ἐφαρμοστέας βασικῆς χρέωσεως «ἡ νέα βασικὴ χρέωσις» θὰ χρησιμοποιῆται διὰ τὸν καθορισμὸν τῆς ἀξίας τοῦ κατανα-

λισκομένου ὑλικοῦ καὶ διὰ τὸν ὑπολογισμὸν τῆς ἀξίας τοῦ ὑλικοῦ τοῦ ὑποκειμένου εἰς ἐπιβάρυνσιν ἔξόδων χρήσεως.

ε) 'Ο Μισθωτὴς θὰ εἰδοποιῆται ἐγκαίρως ἀναφορικῶς μὲ τὰς χρέωσεις καὶ πιστώσεις τοῦ λογαριασμοῦ τοῦ, τὰς σχετικὰς μὲ φορτώσεις, κατανάλωσιν ἢ μεταβιβάσεις ὑλικοῦ καὶ δι' οἰασδήποτε ἀλλαγῆς τῆς ἀξίας τοῦ ὑλικοῦ τὰς ὀφειλομένας εἰς μεταβολὰς «βασικῶν χρέωσεων». 'Ο Μισθωτὴς ἔξ ἀλλου θὰ εἰδοποιῇ ἐγκαίρως τὴν 'Επιτροπὴν δι' οἰανδήποτε διαφωνίαν του ὡς πρὸς διαφοράς, ἢ σφάλματα ἐμφανιζόμενα εἰς τὰς ὡς ἀνω κοινοποιήσεις.

## "Αρθρον XI.

Μεταβολαὶ εἰς τὸ ποσοστὸν τῶν ἐπιβαρύνσεων χρήσεως, βασικῶν χρέωσεων καὶ προδιαγραφῶν.

α) Τὸ ποσοστὸν τῶν ἐπιβαρύνσεων χρήσεως, τῶν βασικῶν χρέωσεων, κανονικῆς μορφῆς καὶ τῶν προδιαγραφῶν τοῦ παραδοθησομένου ὑλικοῦ, συμφώνως πρὸς τὸ Μισθωτήριον τοῦτο, ὑπόκειται εἰς μεταβολὰς γενομένας ὑπὸ τῆς 'Επιτροπῆς συμφώνων πρὸς τὸν Νόμον.

β) Οἰαδήποτε αὐξήσις τῶν «βασικῶν χρέωσεων» ἢ μεταβολαὶ εἰς τὴν κανονικὴν μορφὴν ἢ εἰς τὰς ὑπὸ τῆς 'Επιτροπῆς θεσπισθείσας προδιαγραφὰς θὰ ἀπαιτήσουν ὀπωσδήποτε 180 ἡμέρων προειδοποίησιν πρὸς τὸν Μισθωτὴν εἴτε διὰ δημοσιεύσεων εἴτε ἀλλως πως. Οἰαδήποτε αὐξήσις τῶν ἐπιβαρύνσεων χρήσεως θὰ ἀπαιτήσῃ τούλαχιστον 30 ἡμέρων προειδοποίησιν πρὸς τὸν Μισθωτὴν εἴτε διὰ δημοσιεύσεων εἴτε ἀλλως πως.

## "Αρθρον XII.

'Εκτέλεσις τῶν ὑποχρεώσεων τῆς ΑΕC. Λογαριασμοί.

α) 'Η 'Επιτροπὴ ὑποχρεοῦται νὰ πληροῖ τὰς ἀπορρεύσας ἐκ τοῦ Μισθωτὴρίου ὑποχρεώσεις μέσω οἰασδήποτε ἐκ τῶν διαχειριστῶν τῶν ἐγκαταστάσεων τῆς. Οὐδεὶς πάντως ἐκ τούτων τῶν διαχειριστῶν ἔχει ἔξουσιοδτησιν μετατροπῆς τῶν ὅρων τοῦ Μισθωτὴρίου τούτου ἢ δικαιοῦται νὰ παραιτηθῇ οἰασδήποτε ἀπαιτήσεως ἢ νὰ διακανονίζῃ ἀπαιτήσεις ἢ ἀμφισβητήσεις ἀπορρεύσας ὡς κάτωθι :

β) Τιμολόγησις διὰ ποσὰ ὀφειλόμενα εἰς τὴν ἐπιτροπὴν βάσει τοῦ παρόντος Μισθωτὴρίου θὰ γίνεται συνήθως :

- (1) ἀμέσως μετὰ τὴν παροχὴν οἰασδήποτε ὑπηρεσίας,
- (2) ἀνὰ ἔξαμηνον δι' ἐπιβαρύνσεις χρήσεως καὶ δι' ἐπιβαρύνσεις κατανάλωσεως ὑλικοῦ.

ε) "Απαντες οἱ λογαριασμοὶ ἢ καὶ αἱ πληρωμαὶ ἐνεργούμενοι ἐπὶ προσωρινῆς βάσεως ὑπόκεινται εἰς διευθετήσεις ἵνα ἀναγνωρισθοῦν πραγματικὰ ἢ καθ' ὑπολογισμὸν ποσά, ἰσοτοπικὸν περιεχόμενον καὶ προδιαγραφὴ τοῦ σχετικοῦ ὑλικοῦ. 'Οποτεδήποτε διὰ μεταβίβασιν ὡς κατανάλωθὲν ὑλικὸν ἔργον τοῦ Μισθωτοῦ, ἡ 'Επιτροπὴ θὰ ἐπιστρέψῃ εἰς τὸν μισθωτὸν τοῦ Μισθωτοῦ, ἡ 'Επιτροπὴ διὰ μεταβίβασιν ἔργου τοῦ Μισθωτοῦ, ἡ 'Επιτροπὴ διὰ ἐπιστρέψῃ εἰς τὸν μισθωτὸν (ἢ θὰ συμψήφισῃ ἀναλόγως τὰ τυχὸν ὀφειλόμενα εἰς τὴν 'Επιτροπὴν ποσά) τὸ πληρωθὲν ὑπὸ τοῦ μισθωτοῦ ποσὸν διὰ τοιούτον ὑλικόν. Πλὴν τῶν ἀναφερομένων ἐν τῇ κατωτέρῳ παραγράφῳ d. αἱ προβλεπόμεναι ὑπὸ τῆς παρούσης παραγράφου ἐνέργειαι δὲν ὑποχρεώνουν τὸν Μισθωτὴν ἢ τὴν 'Επιτροπὴν εἰς καταβολὴν τόκων.

d) "Απαντα τὰ τιμολόγια τὰ ἐκδιδόμενα ὑπὸ ἢ διὰ λογαριασμὸν τῆς 'Επιτροπῆς ἵνα πληρωτέα ἐντὸς 60 ἡμέρων ἀπὸ τῆς ἡμερομηνίας ἐκδόσεως αὐτῶν εἰς νόμισμα τῶν H. P.A. 'Η μὴ λῆψις τῆς πληρωμῆς ἐντὸς 60 ἡμέρων ἀπὸ τῆς ἐκδόσεως τοῦ τιμολογίου δίδει τὸ δικαίωμα εἰς τὴν 'Επιτροπὴν νὰ ἀξιώσῃ τὴν καταβολὴν εἰς αὐτὴν ἐπιβαρύνσεως 6% ἐτησίως λογιζομένης ἐπὶ τοῦ ὀφειλομένου ποσοῦ, τῆς τοιαύτης ἐπιβαρύνσεως ἀρχομένης ἀπὸ τῆς 61ης ἡμέρας ἀπὸ τῆς ἡμερομηνίας ἐκδόσεως τοῦ τιμολογίου.

## "Αρθρον XIII.

"Αρνησις (Disclaimer) Εύθυνη.

α) Οὔτε ἡ Κυβέρνησις, οὔτε ἡ 'Επιτροπὴ οὔτε ἀτομα ἔξουσιοδτημένα ὑπὸ τῆς 'Επιτροπῆς ἔχουν τὸ δικαίωμα

νὰ παρέχουν ἔγγυησιν, ρητὴν ἡ ὑπονοούμενην ὅτι τὸ ὄλικὸν τὸ παρεχόμενον δυνάμει τοῦ Μισθωτῆρίου τούτου (1) δὲν θὰ προξενήσῃ βλάβην ἢ ζημίαν χρησιμοποιούμενον δὶ’ οἰνδήποτε σκοπὸν (ii) ὅτι εἶναι ἐμπορεύσιμον, ἢ (iii) ὅτι εἶναι κατάλληλον δὶ’ οἰνδήποτε εἰδικὸν σκοπόν.

b) "Οσον ἀφορᾷ τὸ ὄλικὸν τὸ ἔκμισθούμενον ὡς κάτωθι, ὁ Μισθωτὴς θ' ἀποζημιώνῃ καὶ ἀπαλλάσσῃ συγχρόνως τὴν Κυβέρνησιν τῶν ΗΠΑ εἰς οἰασδήποτε ὄλικῆς ἢ μερικῆς εὐθύνης (περιλαμβανούμενης καὶ τῆς ἔναντι τρίτων τοιαύτης) προκυπτούσης ἀπὸ οἰνδήποτε αἰτίαν καὶ δημιουργουμένης ἀπὸ παραγωγῆν, ἢ κατασκευήν, ἢ μεταφοράν, ἴδιοκτησίαν, μίσθωσιν, κατοχὴν καὶ χρῆσιν τοιούτου εἰδικοῦ πυρηνικοῦ ὄλικοῦ, ἀρχομένης ἀφ' ἣς στιγμῆς τὸ ὄλικὸν διετέθη ὑπὸ τῆς 'Επιτροπῆς, συμφώνως τῷ "Αρθρῷ XV, ἐκτὸς ἐὰν τοιαύτη εὐθύνη βαρύνῃ ἓνα «United States Contractor» τοῦ Μισθωτοῦ, συμφώνως μὲ Μίσθωσιν Εἰδικοῦ Πυρηνικοῦ 'Υλικοῦ μεταξὺ τῆς 'Επιτροπῆς καὶ ἐνὸς τοιούτου ἐργολάβου (Contractor). Οὐδὲν ἐν τῇ παραγράφῳ ταύτῃ θὰ στερήσῃ τὸν Μισθωτὴν ἢ οἰνδήποτε ἥλλο πρόσωπον ἀπὸ πᾶν δικαίωμα ἀπορρέον ἀπὸ τὸ ἐδάφιον 170 τοῦ περὶ 'Ατομικῆς 'Ενεργείας Νόμου τοῦ 1954 τῶν ΗΠΑ, ὡς ἐτροποποιήθη.

#### "Αρθρον XIV.

##### Χρόνος Παραδόσεως.

Ἡ 'Επιτροπὴ θὰ κάμη πᾶσαν λογικὴν προσπάθειαν ἵνα παραδώσῃ τὸ ὄλικὸν τὸ καλυπτόμενον ὑπὸ τῆς παρούσης Μισθώσεως ἐντὸς τῆς προθεσμίας ἢ τῶν προθεσμῶν τῶν ἀναγραφομένων εἰς παραγγελίας ὄλικοῦ τὰς ἀφορώσας τὴν παρούσαν μίσθωσιν, ἀλλὰ οὐδὲ ἡ Κυβέρνησις, οὔτε ἡ 'Επιτροπὴ οὔτε καὶ οἰνδήποτε πρόσωπον, ὅπερ ἥθελε ἐνεργήσει διὰ λογαριασμὸν τῆς 'Επιτροπῆς, θὰ ὑπέγῃ οἰνδήποτε εὐθύνην εἰς ἣν περίπτωσιν δὲν παραδοθῇ τοῦτο.

#### "Αρθρον XV.

##### Παράδοσις.

a) 'Αναφορικῶς μὲ παραγγελθὲν ὄλικόν, τὸ ὄποῖον δέον νὰ παραδοθῇ εἰς τὸν Μισθωτὴν, ἡ 'Επιτροπὴ θὰ διαθέσῃ κἀτὸ ἐπὶ ἐμπορικοῦ μεταφορικοῦ μέσου εἰς τινὰ ἐγκατάστασιν κἀτῆς, καὶ τοῦτο εἰς μεταφορά μετὰ τοῦ ὄποιον θὰ συμβληθῇ ἡ Μισθωτὴς. 'Ο μεταφορεὺς θὰ μεταφέρῃ καὶ παραπώσῃ τὸ ὄλικὸν εἰς ἓνα ἔξαγωγικὸν λιμένα τῶν Ἡνωμ. Πολιτειῶν τῆς 'Αμερικῆς, ὁρίζομενον ὑπὸ τῆς 'Επιτροπῆς κατόπιν συνεννοήσεως μὲ τὸν Μισθωτὴν. Ἡ 'Επιτροπὴ ἀκολούθως θὰ προβῇ εἰς πᾶν ἀναγκαῖον διάβημα ἵνα πραγματοποιηθῇ ἡ παράδοσις καὶ ἵνα ἐπιτραπῇ ἡ ἔξαγωγὴ τοῦ ὄλικοῦ εἰς τὸν Μισθωτὴν εἰς καθορισθεόμενον λιμένα. 'Απαντα τὰ ἔξοδα καὶ ἡ εὐθύνη διὰ τὴν μεταφορὰν εἰς τὸ ἐσωτερικὸν καὶ ὑπερποντίων (συμπεριλαμβανούμενου τοῦ κόστους τοῦ ἐμβαλαγίου καὶ συσκευασίας) καθὼς καὶ διὰ τὴν ἐναποθέτουσιν τοιούτου ὄλικοῦ συνεπείᾳ τῆς παραδόσεως αὐτοῦ θὰ βαρύνουν τὸν Μισθωτὴν καὶ οὐχὶ τὴν 'Επιτροπήν. 'Ο Μισθωτὴς ἡ δὲν τεταλμένος πράκτωρ του θὰ ἀποδέχεται τὴν παράδοσιν τοῦ ὄλικοῦ εἰς τὸν καθορισθέντα ἔξαγωγικὸν λιμένα, ὑπογράφων ἀμαρτίαν παραγράφον κατάλληλον ἀπόδειξιν, ὅπότε ἡ μίσθωσις τοιούτου ὄλικοῦ θὰ δρχεται καὶ ὁ Μισθωτὴς θὰ ἀναλαμβάνῃ πλήρως καὶ ἐξ ὀλοκλήρου τὴν εὐθύνην διὰ τὸ ἔκμισθούμενον ὄλικόν.

b) 'Αναφορικῶς μὲ τὸ ὡς κάτωθι παραγγελόμενον ὄλικόν, τὸ ὄποῖον εἶναι παραδοτέον εἰς ἓνα «United States Contractor», μὲ τὸν ὄποιον θὰ ἔχῃ συμβληθῇ ὁ μισθωτὴς ἐπὶ σκοπῷ διασκευῆς ἢ κατασκευῆς.

1. 'Η 'Επιτροπὴ θὰ θέτῃ τὸ ὡς ἄνω ὄλικὸν εἰς τὴν διάθεσιν τοῦ ὡς ἄνω «United States Contractor», ἐπὶ ἐμπορικοῦ μεταφορικοῦ μέσου εἰς τινὰ τῶν ἐγκαταστάσεων αὐτῆς.

2. "Αμαρτὶς τῆς συμπληρώσει τῆς ἐπεξεργασίας καὶ παρασκευῆς τοῦ ὄλικοῦ ὑπὸ τοῦ ἐν λόγῳ Contractor καὶ τὴν παραλαβὴν ὑπὸ τῆς 'Επιτροπῆς τοῦ ἐγγράφου πιστοποιητικοῦ τοῦ Contractor, τοῦ καθοριζοντος τὸ ίσοτοπικὸν περιεχόμενον καὶ τὴν ποσότητα τοῦ εἰδικοῦ πυρηνικοῦ ὄλικοῦ,

ὧς ἀπαιτεῖ ἡ παράγραφος ε. τοῦ ἀρθρου XVIII; «Προσδιορισμός...» τοῦ Μισθωτῆρίου τούτου, ὁ Μισθωτὴς θὰ ἔξευρῃ μεταφορέα, ὁ ὄποιος, κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν (30) ὑπὸ τοῦ Μισθωτοῦ, πρὸς τὴν 'Επιτροπήν, θὰ μεταφέρῃ καὶ παραδώσῃ τὸ οὕτω μετασκευασθὲν ἢ κατασκευασθὲν ὄλικὸν εἰς ἓνα ἔξαγωγικὸν λιμένα τῶν ΗΠΑ, ὑποδειχθησόμενον ὑπὸ τῆς 'Επιτροπῆς κατόπιν συνεννοήσεως μὲ τὸν Μισθωτὴν. 'Η 'Επιτροπὴ θὰ προβῇ εἰς ὅλα τὰ διαβήματα ἵνα καταστῇ ἡ παράδοσις ἐφικτὴ καὶ ἐπιτραπῇ ἡ ἔξαγωγὴ τοιούτου ὄλικοῦ πρὸς τὸν Μισθωτὴν εἰς τὸν οὕτω ὄρισθέντα λιμένα. "Ολα τὰ ἔξοδα μεταφορᾶς τοπικῶς καὶ ὑπερποντίως, τὰ ἔξοδα παραδόσεως (συμπεριλαμβανούμενου τοῦ κόστους, τῶν δοχείων καὶ συσκευασίας) καὶ τὰ τῆς ἐναποθηκεύσεως τοιούτου ὄλικοῦ, ὡς ἐπίσης καὶ τὰ ἔξοδα χειρισμοῦ τοιούτου ὄλικοῦ, σχετικούμενου μὲ τοιαύτην παράδοσιν, θὰ βαρύνουν τὸν Μισθωτὴν καὶ οὐχὶ τὴν 'Επιτροπήν. 'Ο Μισθωτὴς ἡ δὲν έξουσιοδοτημένος πράκτωρ αὐτοῦ θέλει ἀποδεγμῆτη τὴν παραλαβὴν τοιούτου ὄλικοῦ εἰς τὸν καθορισθέντα ἔξαγωγικὸν λιμένα καὶ θέλει ὑπογράψει κατάλληλον ἀπόδειξιν ὅπότε ἡ μίσθωσις τοιούτου ὄλικοῦ θὰ δρχεται καὶ ὁ μισθωτὴς θὰ ἀναλαμβάνῃ πλήρη καὶ διάλογον εἰς τὸν εὐθύνην διὰ τὸ ἔκμισθωθὲν ὄλικόν.

#### "Αρθρον XXI.

##### Συσκευασία καὶ ἔξαρτήματα.

a) "Ολαι αἱ ἀποστολαὶ ὄλικοῦ ὑπὸ τῆς 'Επιτροπῆς πρὸς τὸν Μισθωτὴν καὶ ὑπὸ τοῦ Μισθωτοῦ πρὸς τὴν 'Επιτροπήν θὰ πραγματοποιοῦνται ἐντὸς συσκευασίων παρεχομένων ὑπὸ τοῦ μισθωτοῦ, εἰς ἣν περίπτωσιν δύμας ἡ 'Επιτροπὴ διαπιστώσῃ δὲν διατίθενται εἰς τὸ ἐμπόριον τότε δύναται ἡ 'Επιτροπὴ νὰ παράσχῃ ἰδιοκτησίας τοιαύτας ἐὰν βεβαίως ὑπάρχουν οἰαιδήποτε συσκευασία, ἀνήκουσαι εἰς τὴν 'Επιτροπήν, αἴτινες θὰ χρησιμοποιηθοῦν διὰ τὴν ἀποστολὴν ὄλικοῦ, θὰ τεθοῦν εἰς τὴν διάθεσιν τοῦ μισθωτοῦ f.o.b. δχῆμα ἡ ἐμπορικὸν μεταφορικὸν μέσον αὐτοῦ εἰς τινὰ ἐγκατάστασιν τῆς 'Επιτροπῆς, ὁρίσθησούνται ὑπὸ τῆς 'Επιτροπῆς, ἐκτὸς ἐὰν συμφωνηθῇ ἄλλως. Συσκευασίαι καὶ ἔξαρτήματα, χορηγούμενα ὑπὸ τοῦ μισθωτοῦ θὰ παραδοθοῦν εἰς τῶν χῶρων τῆς 'Επιτροπῆς ὑποδειχθησόμενον παρ' αὐτῆς, ἐντὸς λογικοῦ χρονικοῦ ὅριου καθοριζούμενου ὑπὸ τῆς 'Επιτροπῆς πρὸ τῆς πραγματοποιήσεως τῆς προγραμματικούμενης παραδόσεως ὄλικῶν ἀτινα προορίζονται νὰ ἀποσταλῶσιν εἰς τὸν μισθωτὴν συσκευασμένα εἰς τοιούτου εἰδίους συσκευασίας καὶ μὲ τοιούτου εἰδίους ἔξαρτήματα. Συσκευασίαι ἡ ἔξαρτήματα προμηθευθέντα ὑπὸ τοῦ Μισθωτοῦ θὰ χρησιμοποιηθοῦν ὑπὸ τῆς 'Επιτροπῆς μόνον διὰ τὴν ἀποστολὴν τοῦ ὄλικοῦ ὑπὸ τῆς 'Επιτροπῆς πρὸς τὸν Μισθωτὴν καὶ διὰ προσωρινὴν ἐναποθήκευσιν τοῦ ἀποστελομένου ὄλικοῦ.

b) "Ολαι αἱ συσκευασίαι καὶ ἔξαρτήματα, εἴτε εἶναι ἰδιοκτησία τῆς 'Επιτροπῆς εἴτε χορηγοῦνται ὑπὸ τοῦ Μισθωτοῦ δέον νὰ πληροῦν τοὺς ὄρους τῶν κανονισμῶν τῆς 'Επιτροπῆς, τὰς προδιογραφὰς ὡς πρὸς τὴν ἀσφάλειαν, κριτήρια σχεδιάσεως καὶ καθαριότητος, καὶ νὰ εἶναι ἀπηλλαγμένα μολύνσεως κατὰ τὸν χρόνον τῆς παραδόσεως, χρησιμοποιήσεως ἡ ἐπιστροφῆς, τῆς 'Επιτροπῆς οὔσης ὁ μοναδικὸς ἐπὶ τούτου κριτής. Εἰς περίπτωσιν καθ' ἣν ὄλικὸν ἐπιστρέφεται ὑπὸ τοῦ Μισθωτοῦ εἰς τὴν 'Επιτροπήν, συσκευασμένον νον εἰς συσκευασίας μὴ ἀνήκουσας εἰς τὴν 'Επιτροπήν, καὶ εἰν τῷ μεταξὺ ἄλλο ὄλικον προορίζεται διὰ παράδοσιν εἰς τὸν Μισθωτὴν, ἐὰν ὁ Μισθωτὴς τὸ ἐπιθυμητό θὰ μεταχειρισθεῖ διὰ τὴν φόρτωσιν, κατὰ τὸ δύνατόν, τοιαύτας μὴ ἀνήκουσας εἰς τὴν 'Επιτροπὴν συσκευασίας. 'Η 'Επιτροπὴ θὰ ἐπιστρέψῃ ἀνευτριπτῆς εἰς τὸν Μισθωτὴν τὰς μὴ ἀνήκουσας αὐτῆς συσκευασίας καὶ ἔξαρτήματα, χαρακτηρισθέντα ὡς ἐπιστρεπτέα, χωρὶς νὰ εἶναι δύμας ὑπεύθυνος διὶ οἰαιδήποτε ἀπώλειαν ἢ ζημίαν προβλεπομένην διὰ τὰς συσκευασίας αὐτὰς ἐκτὸς βεβαίως ἐὰν αὐταὶ ὀφείλωνται, εἰς σφάλμα ἡ ἀμέλειαν τῆς 'Επιτροπῆς. Τοιαύται φορτώσεις ἐπιστροφῆς γενόμεναι ὑπὸ τῆς 'Επιτροπῆς θὰ γίνωνται

f.o.b. δι' ὄγκηματος ἢ ἐμπορικοῦ μεταφορικοῦ μένου τοῦ Μισθωτοῦ εἰς τὴν ἐγκατάστασιν τῆς Ἐπιτροπῆς εἰς ἣν εἶχον ἀποσταλεῖ.

ε) Ἡ χυριότης τῶν δοχείων συσκευασίας καὶ ἔξαρτημάτων ἀνηκόντων εἰς τὴν Ἐπιτροπήν θὰ παραμένῃ εἰς τὴν Κυβέρνησιν. Ὁ Μισθωτής θὰ πληρώνῃ διὰ τοιούτου εἴδους συσκευασίας καὶ ἔξαρτήματα, οἷον ἐνοίκιον θὰ καθορίσῃ ἢ Ἐπιτροπὴ γενικῶς δι' ὅλους ὅσους χρησιμοποιοῦν τοιούτου εἴδους ἴδιοκτησίαν τῆς Ἐπιτροπῆς. Ὁ Μισθωτής θέλει ἐπιστρέψει ἀνευ χρονοτριβῆς συσκευασίας καὶ ἔξαρτήματα ἀνήκοντα εἰς τὴν Ἐπιτροπήν, εἰς τὴν ἐγκατάστασιν τῆς Ἐπιτροπῆς ἀπὸ τὴν δόπιαν τὰ παρέλαβε f.o.b. ὄχημα ἢ ἐμπορικὸν μεταφορικὸν μέσον, εἰς τὴν ἐγκατάστασιν τῆς Ἐπιτροπῆς. Ὁ Μισθωτής δὲν θὰ εὐθύνεται διὰ πᾶσαν ἀπώλειαν ἢ ζημίαν προσγενομένην εἰς συσκευασίας ἢ ἔξαρτήματα, ἴδιοκτησίας τῆς Ἐπιτροπῆς ἐκτὸς ἐὰν τοῦτο εἶναι συνέχεια σφάλματος ἢ ἀμελείας τοῦ Μισθωτοῦ, τοῦ ἐργολάβου του ἢ τῶν πρακτόρων του. Συσκευασίας ἢ ἔξαρτήματα ἀνήκοντα εἰς τὴν Ἐπιτροπήν θὰ χρησιμοποιοῦνται μόνον διὰ ἀποστολᾶς πρὸς τὴν Ἐπιτροπὴν ἢ καὶ ἀπὸ αὐτῆς ὡς καὶ διὰ προσωρινὴν ἐναποθήκευσιν ἀποσταλέντος ὑλικοῦ.

δ) Οιονδήποτε ὑλικὸν ἢ δοχεῖον συσκευασίας ἀποστελλόμενον εἰς τὴν Ἐπιτροπὴν ἢ δοχεῖα συσκευασίας ἀνήκοντα εἰς τὴν Ἐπιτροπὴν ἐπιστρέφονται εἰς τὴν Ἐπιτροπὴν καὶ ἢ Ἐπιτροπὴ ἀποφασίζει νὰ ἀπομολύνῃ ταῦτα τὰ σιδηροδρομικὰ ὄχηματα, φορτηγὰ αὐτοκίνητα ἢ ἄλλου εἴδους ὄχηματα μεταφορᾶς ἢ τὸν χῶρον ἐκφορτώσεως ἢ τὰ μηχανῆματα καὶ τοῦτο διότι τὰ δοχεῖα συσκευασίας ἢ τὸ ὑλικὸν ἢ ἢ μέθοδος φορτώσεως δὲν εἶναι σύμφωνα μὲ τοὺς κανόνας ὑγείας καὶ ἀσφαλείας τοὺς καθοριζομένους ὑπὸ τῆς Ἐπιτροπῆς ἢ ὑπὸ ἄλλου ὁμοσπονδιακοῦ ἢ κρατικοῦ δργανισμοῦ, ἔχοντος δικαιοδοσίαν ἐπὶ τοιούτου θεμάτων, ὁ Μισθωτής θὰ πληρώσῃ εἰς τὴν Ἐπιτροπὴν ἐξ ὀλοκλήρου τὰ ἔξοδα τοιαύτης ἀπομολύνσεως ὅπως θὰ τὰ καθορίσῃ ἢ Ἐπιτροπὴ συμφώνων μὲ τὴν καθιερωμένην ὑπ' αὐτῆς πολιτικὴν τιμῶν. "Οιονδήποτε ὑπολείμματα ὑλικοῦ παραμένοντα εἰς τὰς συσκευασίας ἢ τὰ ἔξαρτήματα, ἐπιστραφέντα εἰς τὴν Ἐπιτροπὴν, θὰ θεωρηθοῦν ὡς καταναλωθέντα ὑπὸ τοῦ Μισθωτοῦ καὶ ὁ Μισθωτής θὰ πληρώσῃ τὴν ἀξίαν τοῦ ὑλικοῦ αὐτοῦ σύμφωνα μὲ τὸ Μισθωτήριον τοῦτο.

### "Αρθρον XVII.

#### 'Εκχώρησις.

Ὁ Μισθωτής δὲν δικαιοῦται νὰ ἐκχωρῇ τὸ Μισθωτήριον τοῦτο, ἢ οἰκανδήποτε ἐντολὴν διὰ ὑλικὸν ἀποτελοῦν ἀντικείμενον τῆς μισθώσεως ταύτης ἀνευ τῆς ρητῆς ἐγγράφου ἐγκρίσεως τῆς Ἐπιτροπῆς.

### "Αρθρον XVIII.

Καθορισμὸς τῶν ποσοτήτων τοῦ ὑλικοῦ καὶ ἰδιοτήτων κύτου.  
Ἐπίλυσις διαφορῶν καταμετρήσεως.

α) Αἱ ἐπόμεναι προβλέψεις καὶ διαδικασίαι θὰ ἐφαρμόζωνται διὰ τὸν καθορισμὸν τῶν ποσοτήτων καὶ ἰδιοτήτων τοῦ ὑλικοῦ, τοῦ παραληφθέντος ὑπὸ τοῦ Μισθωτοῦ ἀπὸ μίαν τῶν ἐγκαταστάσεων τῆς Ἐπιτροπῆς ἢ τοῦ ἐπιστρεφομένου ἀπ' εὐθείας εἰς μίαν τῶν ἐγκαταστάσεων τῆς Ἐπιτροπῆς. Διὰ τὸν χρόνο τούτου οἱ δροὶ «έφοδιαζόντος» καὶ «έφοδιαζόμενος» θὰ ἀφοροῦν τὴν Ἐπιτροπὴν καὶ τὸν Μισθωτὴν κατὰ τὴν περίπτωσιν. Ὁ «έφοδιαζων» θὰ προμηθεύῃ ἀνευ χρονοτριβῆς τὸν «έφοδιαζόμενον μὲ μίαν κατάστασιν ἐμφάνισαν τὰς ποσότητας καὶ ἰδιότητας τοῦ ἀποτελούμενου ὑλικοῦ ὅμοι μὲ βεβαίωσιν τοῦ μικτοῦ βάρους τῆς συσκευασίας σὺν τῷ ὑλικὸν καὶ τῷ ἀπόβαρον τῆς τοιαύτης συσκευασίας.

(1) Τὰ δείγματα τῆς Ἐπιτροπῆς ἀτινα παρέχονται εἰς μίαν τῶν ἐγκαταστάσεων τῆς Ἐπιτροπῆς συμφώνων μὲ διαδικασίας τῆς Ἐπιτροπῆς θὰ θεωρηθοῦν ὡς ἐπίσημα δείγματα καὶ θὰ δεσμεύσουν τὴν Ἐπιτροπὴν, τὸν Μισθωτὴν καὶ τὸν διαιτητὴν ἐκτὸς ἐὰν ἢ Ἐπιτροπὴ καὶ ὁ Μισθωτής

συμφωνήσουν νὰ χρησιμοποιήσουν δὲλλα δείγματα, διαδικασίας ἢ χώρους δειγματοληψίας.

(2) Αἱ ἀκόλουθοι προβλέψεις καὶ διαδικασίαι ἀφοροῦν τὸν καθορισμὸν τοῦ καθαροῦ βάρους τοῦ μεταβιβασθέντος ὑλικοῦ ὃς προκύπτει ἀπὸ τὸ μικτὸν βάρος τῆς συσκευασίας καὶ τοῦ ὑλικοῦ ἀφαίρουμένου τοῦ βάρους τῆς τοιαύτης συσκευασίας. Τὸ καθαρὸν βάρος τοῦ μεταβιβασθέντος ὑλικοῦ δέοντα νὰ καθορισθῇ πρὸ τῆς παραδόσεώς του εἰς τὸ Μισθωτὴν ἢ τῆς ἀποδοχῆς παραλαβῆς ὑπὸ τῆς Ἐπιτροπῆς, ἀναλόγως μὲ τὴν σερίπτωσιν, εἰς ἐγκατάστασιν τινα ὑπὸ τῆς Ἐπιτροπῆς, συμφώνως μὲ τὰς διαδικασίας καὶ εὔκολias τῆς Ἐπιτροπῆς ἐκτὸς ἐὰν ἢ Ἐπιτροπὴ καὶ ὁ Μισθωτής συμφωνήσουν νὰ χρησιμοποιήσουν δὲλλας διαδικασίας καὶ εὔκολias. Κατόπιν ἐγγράφου αἰτήσεως ὑποβαλλομένης κατὰ τὴν παραγγελίαν ἢ ἐπιστροφὴν ὑλικοῦ, ὁ Μισθωτής θὰ ἔχῃ τὴν δυνατότητα νὰ παρακολουθήσῃ ἰδίοις αὐτοῦ ἔξδοις, τὴν ζύγισιν τῆς συσκευασίας καὶ τὴν ζύγισιν τῆς συσκευασίας ὁμοῦ μετὰ τοῦ ὑλικοῦ καθὼς καὶ τὴν ἐπίσημον δειγματοληψίαν ὑπὸ τῆς Ἐπιτροπῆς. Ἡ Ἐπιτροπὴ θὰ γνωστοποιήσῃ, εἰς τὸν Μισθωτὴν τὸν χρόνον καὶ τόπον διότου θὰ γίνεται ἢ διαπίστωσις τοιούτων γεγονότων. Τὸ καθαρὸν βάρος τοῦ μεταβιβαζομένου ὑλικοῦ θὰ εἶναι ἐκεῖνο δύπερ θὰ προκύψῃ ἀπὸ τὰς τοιαύτας ζυγίσεις καὶ δεν θὰ ὑπόκειται εἰς τὰς διατάξεις τῶν κάτωθι παραγράφων (3) καὶ (4).

(3) Ἐὰν κατόπιν καθορισμοῦ, συμφώνως μὲ τὴν ὡς ἀνώ παράγραφον (2), τοῦ βάρους τοῦ μεταβιβασθέντος ὑλικοῦ, ὁ «έφοδιαζόμενος» δὲν ἀποδέχεται τὴν βεβαίωσιν τοῦ «έφοδιαζόντος» σχετικῶς μὲ ποσότητας καὶ ἰδιότητας τοῦ μεταβιβασθέντος ὑλικοῦ, ὁ «έφοδιαζόμενος» 60 ἡμέρας μετὰ τὴν παραλαβὴν τοῦ ὑλικοῦ ἢ τῆς βεβαίωσεώς τοῦ «έφοδιαζόντος» σχετικῶς μὲ ποσότητας καὶ ἰδιότητας, οἰασδήποτε ἐκ τῶν δύο καθυστερήσεων, θέλει ποσότητας τοῦ «έφοδιαζόντων» ἐγγράφως γνωστοποιήσιν τῆς διαφωνίας του. Ἡ δήλωσις διαφωνίας δέοντα νὰ περιλαμβάνῃ μετρήσεις ἢ ἀναλυτικά στοιχεῖα δικαιολογοῦντα τὴν διαφωνίαν. Ἐὰν μία τοιαύτη δήλωσις δέν ὑποβληθῇ ἐντὸς τῶν ἔξήκοντα (60) ἡμερῶν ὑπὸ τοῦ «έφοδιαζόντος» αἱ καταμετρήσεις θὰ εἶναι ὄριστικαι καὶ δεσμευτικαι διὰ μαρτύρεα τὰ μέρη. Ἐὰν δὲ διαφωνία ἀφορᾷ μόνον ποσοτικούς καθορισμούς ἐντὸς τῶν δρίων τῶν προδιαγραφῶν, τότε διάφορος δύναται νὰ χρησιμοποιήσῃ ἢ διαθέσῃ τὸ ὑλικόν καὶ πρὸ τῆς ἐπιλύσεως τῆς διαφορᾶς. Ἐὰν δὲ διαφωνία ἀφορᾷ τὴν ἐπιλύσεων τῶν δρίων τῶν προδιαγραφῶν, δύναται νὰ χειρισθῇ τὸ ὑλικόν δοσον τοῦτο εἶναι ἀναγκαῖον δι' ἐναποθήκευσιν ἢ προστασίαν διὰ τὴν οὐρανού καὶ ἀπὸ κινδύνους ἀσφαλείας, ἐὰν δύμως ὁ «έφοδιαζόμενος» θήθελε χρησιμοποιήσει ἢ διαθέσει τὸ ὑλικόν, τότε αἱ καταμετρήσεις τοῦ «έφοδιαζόντος» θὰ εἶναι ὄριστικαι καὶ θὰ ὑποχρέωνται ἀμφότερα τὰ μέρη.

(4) Εἰς περίπτωσιν διαφωνίας ἀναφορικῶς μὲ τὰ ἀποτελέσματα ἀναλύσεως ἐνὸς δείγματος, μὴ ἐπιλυομένης κατόπιν κοινῆς ἀποφάσεως ἐν ἐπίσημον δείγματα θέλει ὑποβληθῆ πρὸς ἀνάλυσιν εἰς ἐνα διαιτητὴν ἀπὸ κοινοῦ ἐπιλεγέντα. Αἱ ἀποφάσεις τοῦ διαιτητοῦ θὰ εἶναι ἐκτελεστοῦ διὰ μαρτύρεα τὰ μέρη.

(i) Εἰς περίπτωσιν διαφωνίας ἐπὶ τοῦ κατὰ πόσον τῷ ὑλικὸν εἶναι ἐντὸς τῶν δρίων τῶν προδιαγραφῶν, ὁ «έφοδιαζόμενος» θὰ καταβάλῃ τὰ ἔξοδα διαιτησίας ἐὰν τὰ ἀποτελέσματα τὰ πραγματοποιηθέντα ὑπὸ τοῦ διαιτητοῦ εἶναι ἐντὸς τῶν δρίων τῶν προδιαγραφῶν, δὲ δὲ «έφοδιαζων» θὰ καταβάλῃ τὰ ἔξοδα διαιτησίας ἐὰν τὰ ἀποτελέσματα δὲν εἶναι ἐντὸς τῶν δρίων τῶν προδιαγραφῶν.

(ii) Εἰς περίπτωσιν διαφωνίας ἐπὶ ποσοτικῶν καταμετρήσεων, ἐντὸς τῶν δρίων τῶν προδιαγραφῶν, τὸ μέρος τοῦ δρού τὰ ἀποτελέσματα ἀπέχουν περισσότερον ἀπὸ τὰ ἔξοδα. Εἰς περίπτωσιν καθ' ἣν τὰ ἀποτελέσματα τοῦ διαιτητοῦ ἀπέχουν ἐξ ἵσου ἀπὸ τὰ ἀποτελέσματα τοῦ «έφοδιαζόντος»

καὶ τοῦ «έφοδιαζομένου», τότε ἔκαστον τῶν μερῶν θὰ καταβάλῃ τὸ ἡμίσυ τῶν ἔξδων τῆς διαιτησίας.

(iii) Ός ἀναφέρεται εἰς τὴν ὑποπαράγραφον ταύτην (4) ἡ φράσις «ἔξοδα διαιτησίας» σημαίνει τὴν ἀμοιβὴν τοῦ διαιτητοῦ καὶ τὰ πρόσθετα ἔξοδα, ἐὰν ὑπάρχουν, συσκευασίας, χειρισμοῦ καὶ μεταφορᾶς καὶ ἐπιστροφῆς τοῦ ἐπισήμου δείγματος ἀπὸ τὸν διαιτητὴν. Ἐὰν ὁ διαιτητὴς εἶναι ὑποχρεωμένος νὰ χρησιμοποιήσῃ ἐν ἐπίσημον δεῖγμα διὰ πλείωνας τοῦ ἐνὸς καθορισμοῦ τὰ ἀνωτέρω ἔξοδα διαιτητοῦ θὰ κατανεμηθοῦν εἰς τοὺς τοιωτους καθορισμοὺς κατόπιν κοινῆς συμφωνίας τῶν μερῶν πρὸ τῆς ἀποστολῆς τοῦ δείγματος εἰς τὸν διαιτητὴν, ἢ ἐὰν δὲν ὑπάρχῃ τοιαύτη συμφωνία, κατὰ τὰ ὑπὸ τοῦ διαιτητοῦ δριζόμενα.

b) 'Η ποσότης καὶ αἱ ἰδιοτήτες τοῦ ὑλικοῦ τοῦ ἀφορῶντος τὴν παροῦσαν Μίσθωσιν τοῦ ἐπιστραφέντος ἀπ' εὐθείας εἰς τὴν Ἐπιτροπὴν, συμφώνως συμβολαίω διὰ χημικὴν κατεργασίαν καὶ οἰνονομικὴν τακτοποίησιν θὰ καθορισθῇ συμφώνως μὲ διατάξεις καὶ διαδικασίας συμφωνηθείσας εἰς τὸ συμβόλαιον τοῦτο.

Σχετικῶς μὲ ὑλικὸν παραγγελθὲν ὡς κάτωθι τὸ ὅποιον παρέχεται εἰς «United States Contractor» συμβεβλημένον μὲ τὸν Μισθωτὴν ἐπὶ σκοπῷ ἐπεξεργασίας ἢ κατασκευῆς, τὰ ἀκόλουθα ἐφαρμόζονται :

(1) 'Ο Μισθωτὴς θὰ ὑποχρεώσῃ τὸν ἀναφερθέντα ἐργολάβον νὰ ὑποβάλῃ εἰς τὴν Ἐπιτροπὴν ἔγγραφον πιστοποιητικὸν ἐμφαῖνον τὸν ὑπὸ τοῦ ἐργολάβου καθορισμὸν τῆς ποσότητος εἰδίκου πυρηνικοῦ ὑλικοῦ τῆς περιλαμβανομένης εἰς τὸ μετατραπέν τὴν κατασκευασθὲν ἢ παρασκευασθὲν ὑλικὸν ἐπίσης καὶ τοῦ ἴσοτοπικοῦ περιεχομένου αὐτοῦ. Ἐκτὸς ἐὰν ἀμφότεροι τὰ μέρη συμφωνήσουν ἄλλως, τὸ ἐπὶ τοῖς ἔκατὸν ποσοστὸν τοῦ ἴσοτόπου οὐρανίου -235 εἰς οἰονδήποτε ἐμπλουτιζόμενον οὐράνιον, τὸ ὅποιον ἔχει μετατραπῆ ἢ ἔχει κατασκευασθῇ ἢ παρασκευασθῇ ὑπὸ τοῦ «United States Contractor» τοῦ Μισθωτοῦ, δέον νὰ εἶναι τὸ αὐτὸ μὲ τὸ οὐράνιον -235 ἴσοτοπικὸν ἐμπλουτισμὸν τοῦ οὐρανίου τὸ ὅποιον διέθεσεν ἢ Ἐπιτροπὴ εἰς τὸν ἐν λόγῳ ἐργολάβον καὶ τὸ σχετικὸν πιστοποιητικὸν δέον νὰ συνταχθῇ ἀναλόγως. 'Η ποσότης τοῦ εἰδίκου πυρηνικοῦ ὑλικοῦ ἢ περιεχομένη εἰς τὸ μετατραπέν τὴν κατασκευασθὲν καὶ παρασκευασθὲν ὑλικὸν δέον νὰ εἶναι ἔκεινη ὡς καθορίζεται αὕτη ὑπὸ τοῦ «United States Contractor» καὶ ἢ ὅποια ἀναγρέφεται εἰς τοιοῦτα πιστοποιητικὰ καὶ διὰ τοιαύτας ποσότητας, αἵτινες θὰ γίνουν ἀποδεκταὶ ὑπὸ τοῦ Μισθωτοῦ καὶ αἱ ὅποιαι θὰ γίνουν κατόπιν ἀποδεκταὶ ἢ θὰ ἀναθεωρηθοῦν ὑπὸ τῆς Ἐπιτροπῆς συνεπείᾳ ἀναθεωρήσεως ἢ ἀναλύσεων τὰς ὅποιας ἢ Ἐπιτροπὴ θὰ ἔχρινε καταλλήλους.

(2) Αἱ προβλέψεις καὶ διαδικασίαι αἱ διέπουσαι -δσον ἀφορᾶ τὴν Ἐπιτροπὴν καὶ τὸν ἀναφερθέντα ἐργολάβον- τὸν καθορισμὸν ποσοτήτων καὶ ἰδιοτήτων τοῦ ἐν λόγῳ ὑλικοῦ, καὶ τὴν ἐπίλυσιν διαφορῶν καταμετρήσεων προκυπτουσῶν ἀπὸ τοιοῦτον προσδιορισμὸν θὰ εἶναι ἔκειναι αἴτινες θὰ καθορισθοῦν κατόπιν συμφωνίας μεταξὺ τῆς Ἐπιτροπῆς καὶ τοῦ ἐν λόγῳ ἐργολάβου.

### "Αρθρον XIX.

'Αναπροσαρμογὴ ἔξδων χρήσεως. 'Ἐπίλυσις διαφορῶν.

'Η χρονικὴ περίοδος κατὰ τὴν ὅποιαν ἔξοδα χρήσεως θὰ δημιουργηθοῦν συνεπείᾳ τοῦ Μισθωτηρίου τούτου διὰ τὸ ὑλικὸν τὸ ὑποκείμενον εἰς διαφορὰς καταμετρήσεως θὰ ἀναπροσαρμόζεται ως κάτωθι :

a) "Οπου ἡ διαφορὰ ἀφορᾶ ἀποκλειστικῶς πιστοικοὺς καθορισμοὺς ἔντὸς τῶν ὅρων τῶν προδιαγραφῶν (1) τοῦ παραδοθέντος ὑλικοῦ ἀπ' εὐθείας εἰς τὸν Μισθωτὴν ἀπὸ μίαν ἐγκατάστασιν τῆς Ἐπιτροπῆς καὶ ἐπιλυομένης ὑπὸ τοῦ διαιτητοῦ εἰς δρεῖος τοῦ Μισθωτοῦ, χρέωσις δὲν θὰ γίνεται διὰ τὴν χρῆσιν ποσότητος ὑλικοῦ ἀντιπροσωπευόσης τὴν διαφορὰν ἥτις προέκυψεν μεταξὺ τοῦ χρόνου παραδοσεως τοῦ ὑλικοῦ εἰς τὸν Μισθωτὴν καὶ τὴν χρονολογίαν τῆς ἐπιλύσεως τῆς διαφορᾶς, ἢ (2) ὑλικοῦ ἐπιστραφέντος κατ' εὐθεῖαν εἰς τὴν Ἐπιτροπὴν, τῆς διαφορᾶς ἐπιλυθείσης

ὑπὸ τοῦ διαιτητοῦ ὑπὲρ τοῦ Μισθωτοῦ δὲν θὰ χρεοῦται οὔτος μὲ ἔξοδα χρήσεως διὰ τὴν ποσότητα τοῦ ὑλικοῦ ἢ ὅποια ἀντιπροσωπεύει τὴν διαφορὰν καταμετρήσεως καὶ ὅποια ἔδημιουργήθη μεταξὺ τοῦ χρόνου φορτώσεως καὶ τοῦ χρόνου ἐπιλύσεως τῆς διαφορᾶς. 'Ἐάν τὰ ἀποτελέσματα τῆς διαιτησίας ἀπέχουν ἐξ ΐσου ἀπὸ ἐκείνα ἀμφοτέρων τῶν μερῶν δὲν θὰ δημιουργηθοῦν ἔξοδα χρήσεως διὰ τὴν ποσότητα ὑλικοῦ ἥτις ἀντιπροσωπεύει τὴν διαφορὰν καταμετρήσεων καὶ τοῦτο διὰ τὸ ἡμίσυ τῆς μηησθείσης σχετικῆς περιόδου.

b) Εἰς περίπτωσιν διαφωνίας δσον ἀφορᾶ τὰ δρια τῶν προδιαγραφῶν (1) ὑλικοῦ παραδοθέντος ἀπ' εὐθείας εἰς τὸν Μισθωτὴν ἀπὸ μίαν ἐγκατάστασιν τῆς Ἐπιτροπῆς καὶ λυθείσης τῆς διαφωνίας ταύτης ὑπὸ τοῦ διαιτητοῦ εἰς δρεῖος τοῦ Μισθωτοῦ, (ἐκτὸς ἐὰν ὁ Μισθωτὴς ἀποδεχθῇ τὸ ὑλικὸν) δὲν θὰ ὑπάρξῃ χρέωσις κατὰ τὴν περίοδον μεταξὺ τοῦ χρόνου παραδόσεως τοῦ ὑλικοῦ εἰς τὸν Μισθωτὴν καὶ τοῦ χρόνου παραλαβῆς τοῦ ὑλικοῦ ὑπὸ τῆς Ἐπιτροπῆς, ἢ (2) ὑλικοῦ ἐπιστραφέντος ἀπ' εὐθείας εἰς τὴν Ἐπιτροπὴν καὶ τῆς διαφορᾶς λυθείσης ὑπὸ τοῦ διαιτητοῦ εἰς δρεῖος τοῦ Μισθωτοῦ, δὲν θὰ ὑπάρχῃ ἐπιβάρυνσις χρήσεως διὰ τὸ ὑλικὸν μετὰ τὴν χρονολογίαν κατὰ τὴν ὅποιαν παρελήφθη τὸ ὑλικὸν ὑπὸ τῆς Ἐπιτροπῆς.

c) Εἰς ἣν περίπτωσιν διαφοραὶ καταμετρήσεως τακτοποιοῦνται διὰ κοινῆς συμφωνίας ἢ περίοδος ἐπιβαρύνσεως διὰ χρῆσιν θὰ περιληφθῇ αὕτη καὶ εἰς κοινὴν συμφωνίαν καὶ τὰ τακτοποιηθῆ δι' αὐτῆς.

### "Αρθρον XX.

'Αποζημίωσις λόγῳ προνομίας.

'Ο Μισθωτὴς συμφωνεῖ νὰ ἀποζημιώσῃ τὴν Κυβέρνησιν, τὴν Ἐπιτροπὴν καὶ ἀτομα ἐνεργοῦντα διὰ λογαριασμὸν τῆς Ἐπιτροπῆς, διὰ κάθε ὑποχρέωσιν ἀφορῶσαν τὴν ἀξίαν καὶ τὰ ἔξοδα τὰ γενόμενα λόγῳ παραβάσεως οἰουδήποτε προνομίου κατὰ τὴν ἐκτέλεσιν οἰασδήποτε ὑπηρεσίας, ἀναλύσεως ἢ δοκιμῶν γενομένων διὰ τὸν Μισθωτὴν, καὶ τοῦτο κατόπιν ἐκτελέσεως σχετικῶν ὅδηγιῶν τοῦ Μισθωτοῦ, ἢ λαμβανούσων χώρων κατὰ τὴν χρησιμοποίησιν ὑπὸ τοῦ Μισθωτοῦ οἰουδήποτε ὑλικοῦ παρασχεθέντος ὡς κάτωθι, ἐὰν διμως καὶ ἐφ' δσον τοιαῦτα ὑλικὰ χρησιμοποιοῦνται ἢ ἔξυπηρτῆσεις γίνωνται διαρκούσης ἐκτελέσεως ἐνὸς κυβερνητικοῦ συμβολαίου, ἢ συμφωνία αὕτη περὶ ἀποζημιώσεως δὲν θὰ ἐφαρμόζεται ἐκτὸς ἐὰν τοιοῦτον κυβερνητικὸν συμβόλαιον προβλέπῃ ἀποζημιώσεις τῆς Κυβερνήσεως διὰ παραβάσεις προνομίων καὶ ὑπὸ τὸν πρόσθετον δρον δτι ἢ συμφωνία αὕτη περὶ ἀποζημιώσεως δὲν θὰ ἐπεκτείνεται μέχρι τῆς περιπτώσεως καθ' ἣν δ Μισθωτὴς δὲν ἔχει ὑπὸ τοῦ νόμου τὸ δικαίωμα νὰ ὑπογράψῃ τοιαύτην συμφωνίαν.

### "Αρθρον XXI.

Δικαίωμα τοῦ ποιεῖσθαι χρῆσιν καὶ δημοσιεύειν πληροφορίας.

'Η Ἐπιτροπὴ θὰ ἔχῃ τὸ δικαίωμα νὰ δημοσιεύῃ καὶ νὰ κάμῃ χρῆσιν οἰασδήποτε πληροφορίας ἢ στοιχείου τὰ δροῖα πρόερχονται ἀπὸ τὴν Ἐπιτροπὴν ἢ ἀπὸ ἀτομα ἐνεργοῦντα διὰ λογαριασμὸν τῆς Ἐπιτροπῆς σχετικῶς μὲ ἀποτελέσματα οἰασδήποτε ἔξυπηρτῆσεως, ἀναλύσεως ἢ δοκιμασίας γενομένων διὰ τὸν Μισθωτὴν.

### "Αρθρον XXII.

Νόμοι-Κανονισμοί-Διατάξεις.

'Ο Μισθωτὴς θὰ λαμβάνῃ δλας τὰς ἀναγκαίας ἀδείας καὶ προνόμια καὶ θὰ συμμορφοῦται μὲ τοὺς ἐν ἴσχυι Νόμους, Κανονισμοὺς καὶ Διατάξεις τῶν ΗΠΑ ἢ καὶ οἰασδήποτε πολιτείας, ἐπαρχίας ἢ πολιτικῆς ὑποδιαιρέσεως.

### "Αρθρον XXIII.

Μὴ συμμετοχὴ 'Επισήμων.

Οὐδὲν μέλος τοῦ Κογκρέσου ἢ ἄλλος ἐπίσημος τῶν ΗΠΑ θὰ δύναται νὰ συμμετέχῃ ἢ νὰ λαμβάνῃ μερίδιον εἰς τὴν Μίσθωσιν ταύτην ἢ εἰς κέρδη τὰ δροῖα ἐνδέχεται νὰ δημιουργηθοῦν ἐκ ταύτης.

## "Αρθρον XXIV.

(Ovenant against contingent fees). Σύμβασις ἐπ' ἀμοιβῇ.

Ο Μισθωτής ἔγγυᾶται δτι οὐδὲν ἄτομον ἢ πρακτορεῖον πωλήσεως ἔχουν χρησιμοποιηθῆ ἢ μισθωθῆ ἐπὶ σκοπῷ δπως ζητήσουν ἢ ἔξασφαλίσουν τὴν Μίσθωσιν ταύτην βάσει συμφωνίας ἢ συμβολαίου παρέχοντος προμήθειαν, ποσοστά, μεστείαν ἢ πιθανήν ἀμοιβήν, ἔξαιρουμένου τῶν καλῇ τῇ πίστει ὑπαλλήλων ἢ καλῇ τῇ πίστει ἔγκατεστημένων ἐμπορικῶν πρακτορείων ἢ πρακτόρων πωλήσεων ἀτινα διατηρεῖ ὁ Μισθωτής διὰ νὰ ἔξασφαλίσῃ ἔργασίας. Διὰ παράβασιν ἢ ἀθέτησιν τῆς ἔγγυήσεως ταύτης ἢ Κυβέρνησις τῶν ΗΠΑ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀκυροῦ τὴν Μίσθωσιν ταύτην ἀνευ οὐδεμιᾶς εὐθύνης.

## "Αρθρον XXV.

## 'Εφαρμόσιμος Νόμος.

Τὸ Μισθωτήριον τοῦτο θὰ συνταχθῇ συμφώνως μὲ νόμους ἐν ἰσχύ εἶται ἐφαρμοζόμενους εἰς τὰ 'Ομοσπονδιακὰ Δικαστήρια τῶν ΗΠΑ διὰ συμβόλαια γενόμενα εἰς ΗΠΑ εἰς τὰ διοικα συμμετέχει ὡς συμβαλλόμενον μέρος ἢ Κυβέρνησις τῶν ΗΠΑ.

## "Αρθρον XXVI.

## 'Ανακοινώσεις.

α) Οιαδήποτε ἀνακοινώσεις τοῦ Μισθωτοῦ αἴτινες θὰ ἀπαιτοῦνται ὑπὸ τοῦ Μισθωτήριου τούτου, θὰ ὑποβάλλων-

ται ἔγγραφως εἰς τὴν Ἐπιτροπὴν καὶ θὰ ἀπευθύνωνται πρός :

Director

Division of International Affairs

United States Atomic Energy Commission

Washington, D.C. 20545

β) Οιαδήποτε ἀνακοινώσεις τῆς Ἐπιτροπῆς αἴτινες θὰ ἀπαιτοῦνται ὑπὸ τοῦ Μισθωτηρίου τούτου, θὰ ὑποβάλλωνται ἔγγραφως πρὸς τὸν Μισθωτὴν καὶ ἀπευθύνωνται πρός :

'Ελληνικὴν Πρεσβείαν

2221 Massachusetts Ave., MW,

Washington D.C. 20008

Εἰς ἔνδειξιν τοῦ ὅποιου τὰ συμβαλλόμενα μέρη συνωμολόγησαν τὸ Μισθωτήριον τοῦτο κατὰ τὴν ἡμέραν καὶ ἔτος τὰ ἀναγραφόμενα ὡς ἄκῳ.

'Η Ἀμερικανικὴ Ἐπιτροπὴ Ἀτομικῆς Διὰ τὴν Κυβέρνησιν  
Ἐνεργείας ἐνεργοῦσα διὰ τὴν Κυβέρνησιν τῶν Ηνωμένων Πολιτειῶν τῆς  
Ἀμερικῆς καὶ ἐπ' ὄνδριτι ταύτης  
A. S. FRIEDMAN

Π. ΠΙΠΙΝΕΛΗΣ

Τίτλος: Βοηθὸς Δι/ντῆς Ἀμερικανικῆς

Τίτλος: Υπουργὸς

Ἐπιτροπῆς Ἀτομικῆς Ἐνεργείας

Ἐξωτερικῶν



# Η ΥΠΗΡΕΣΙΑ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

## ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

"Η δημόσια συνδρομή της 'Εφημερίδος της Κυβερνήσεως, η τηλ. τῶν τυπογραφικῶν περιοδικῶν φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ 'Εφημερίδι τῆς Κυβερνήσεως, καθεωρίσθησαν ως κάτωθι :

### Α.' ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διά τὸ Τέμχος Α'	Δραχ.	400
2. > > > Β'	>	350
3. > > > Γ'	>	300
4. > > > Δ'	>	500
5. > > > Πράξης Νομικῶν Προσόντων Δ.Δ. κ.λ.π.	>	300
6. > > Παράρτημα	>	200
7. > > Δελτίον 'Ανωνύμων Έταιρείδων κ.λ.π...	>	750
8. > > Δελτίον 'Εμπορικῆς καὶ Βιομηχανικῆς Ίδιοκτησίσ	>	200
9. Δι' διπλατά τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	>	2.500

Οι Δήμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ σώμα τῶν διπλέρων συνδρομῶν.

"Υπὲρ τοῦ Ταμείου 'Αλληλοβοτηθέας Προσωπικοῦ τοῦ 'Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) διαλογούσην τὰ μής ποσά :

1. Διά τὸ Τέμχος Α'	Δραχ.	20.—
2. > > > Β'	>	17,50
3. > > > Γ'	>	15.—
4. > > > Δ'	>	25.—
5. > > > Πράξης Νομικῶν Προσόντων Δημ. Διπλαίου κ.λ.π.	>	15.—
6. > > Παράρτημα	>	10.—
7. > > Δελτίον 'Ανωνύμων Έταιρείδων	>	37,50
8. > > Δελτίον 'Εμπ. καὶ Βιομ. Ίδιοκτησίσ	>	10.—
9. > > Δι' διπλατά τὰ τεύχη	>	125.—

### Β.' ΤΙΜΗ ΦΥΛΛΩΝ

"Έκαστον φύλλον, μέχρι 8 σελίδων, πιράται δραχ. 2, απὸ 9 σελίδων καὶ διπλ. διπλαῖς περιπτάσθων, δραχ. 5.

### Γ'. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον 'Ανωνύμων Έταιρείδων καὶ  
'Εταιρείων Περιωρισμένης Εύθυνης :

#### A.' Δημοσιεύματα 'Ανωνύμων Έταιρείων

1. Τῶν δικαιοτάκων πράξεων	Δραχ.	200
2. Τῶν καταστατικῶν 'Ανωνύμων Έταιρείδων ...	>	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν 'Ανωνύμων Έταιρείων .....	>	1.000
4. Τῶν διακοπώσεων καὶ προσκλήσεων εἰς γενικάς συνέλευσεις, τῶν κατά τὸ άρθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων, ὅς καὶ τῶν διακοπώσεων τῶν προβλεπούμενων ύπό τοῦ δρόμου 59 παρ. 3 τοῦ Ν.Δ. 400/70 περὶ 'Άλλοδοτάνων Ασφαλιστικῶν Έταιρειῶν, .....	>	500
5. Τῶν διακοπώσεων τῶν ύπό διάλυσιν 'Ανωνύμων Έταιρείων, κατά τὸ Β.Δ. 20/5/1939.	>	100
6. Τῶν ισολογισμῶν τῶν 'Ανωνύμων Έταιρείων.	>	2.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Έταιρειῶν .....	>	500
8. Τῶν διποράσεων περὶ ἔγκρισεως τιμολογίεων τῶν 'Ασφαλιστικῶν Έταιρειῶν .....	>	300
9. Τῶν ύπουργικῶν διποράσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἔργων 'Ασφαλιστικῶν Έταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων .....	>	2.000
10. Τῶν περὶ παροχῆς πληρεξουσίτητος πρὸς άντηπροσώπους ἐν 'Ελλάδι άλλοδοτάνων 'Εταιρειῶν, ὡς καὶ τῶν ἀποφάσεων περὶ μεταβίβασεως τοῦ χαρτοφύλακίου 'Ασφαλιστικῶν Έταιρειῶν κατά τὸ άρθρον 59 παρ. 1 τοῦ Ν.Δ. 400/70 .....	>	1000
11. Τῶν διποράσεων περὶ συγχωνεύσεως 'Ανωνύμων Έταιρειῶν .....	>	5.000

12. Τῶν διποράσεων τῆς 'Επιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων  
εἰς τὸ Χρηματιστήριον πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ  
δρόμου 2 παρ. 3 Α.Ν. 148/67 .....

Δραχ.	500
13. Τῶν διποράσεων τῆς 'Επιτροπῆς κεφαλαιαγορᾶς περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰς διατάξεις τοῦ δρόμου 2 παρ. 4 Α.Ν. 148/ 67 .....	>

#### B.' Δημοσιεύματα 'Εταιρείων Περιωρισμένης Εύθυνης

1. Τῶν καταστατικῶν .....	Δραχ.	500
2. Τῶν τροποποιήσεων τῶν καταστατικῶν .....	>	200
3. Τῶν διακοπώσεων καὶ προσκλήσεων .....	>	100
4. Τῶν ισολογισμῶν .....	>	500
5. Τῶν ἐκθέσεων ἐκπιμήσεως περιουσιακῶν στοιχείων .....	>	500

#### Γ' Δημοσιεύματα 'Αλληλασφαλιστικῶν Συνεταιρισμῶν-'Αλληλασφαλιστικῶν Ταμείων

1. Τῶν 'Υπουργικῶν διποράσεων περὶ χορηγήσεως ἀδείας λειτουργίας 'Αλληλασφαλιστικῶν Συνεταιρισμῶν-'Αλληλασφαλιστικῶν Ταμείων .....	>	500
2. Τῶν ισολογισμῶν τῶν 'Αλληλασφαλιστικῶν Συνεταιρισμῶν - 'Αλληλασφαλιστικῶν Ταμείων .....	>	500

#### II. Εἰς τὸ Δ' Τέμχος καὶ Παράρτημα

1. Τῶν δικαιοτάκων πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων .....	>	200
2. Τῶν ἀδείων πωλήσεως ιαματικῶν ύδατων ...	>	500

Τὸ υπέρ τοῦ Ταμείου 'Αλληλοβοτηθέας Προσωπικοῦ 'Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστόν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ 'Ανωνύμων Έταιρείων καὶ 'Εταιρείων Περιωρισμένης Εύθυνης ἐν γένει ωρίσθη εἰς 5 %.

#### Δ'. ΚΑΤΑΒΟΛΗ ΣΥΝΔΡΟΜΩΝ - ΤΕΛΩΝ ΔΗΜΟΣΙΕΥΣΕΩΝ ΚΑΙ ΠΟΣΟΣΤΩΝ Τ.Α.Π.Ε.Τ.

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβόλλουνται εἰς τὰ Δημόσια Ταμεία ἔναντι ἀποδεικτικοῦ εἰσπράξεως, διπερ, μερίμη τοῦ ἐνδιαφερομένου, διποστέλλεται εἰς τὴν 'Υπηρεσίαν τοῦ 'Εθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ δύνανται ν' ἀποστέλλονται καὶ εἰς ἀνάλογον συνάλλαγμα δι' ἐπιταγῆς ἐπὶ διεύθυντοῦ τοῦ 'Εθνικοῦ Τυπογραφείου.

3. 'Η καταβολὴ τοῦ υπέρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν 'Αθήναις μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατάστημα 'Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεία, ὅπερ διποστέλλεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δρίζμενα διὰ τῶν υπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (RONEO 185) καὶ 178048/5321/31.7.65 (RONEO 139) ἐγκυλίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. 'Επι συνδρομῶν ἐσωτερικοῦ ἀποστελομένων δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ υπέρ τοῦ ΤΑΠΕΤ ποσοστόν.

Ο ΠΡΟ-ΙΣΤΑΜΕΝΟΣ ΤΗΣ ΥΠΗΡΕΣΙΑΣ Ε. Τ.

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ