

APPLICATION FOR LICENSE TO EXPORT NUCLEAR
MATERIAL AND EQUIPMENT (See Instructions on Reverse)

1. APPLICANT'S USE		a. DATE OF APPLICATION Sept. 26, 1980		b. APPLICANT'S REFERENCE 80-90		2. NRC USE		a. DOCKET NO. 11002235		b. LICENSE NO. XSNM01745		
3. APPLICANT'S NAME AND ADDRESS						4. SUPPLIER'S NAME AND ADDRESS (Complete if applicant is not supplier of material)						
a. NAME U.S. Department of Energy						a. NAME U.S. Department of Energy						
b. STREET ADDRESS 1000 Independence Avenue, S.W.						b. STREET ADDRESS Goodyear Atomic Corporation						
c. CITY Washington			STATE D.C.		ZIP CODE 20585		c. CITY Piketon			STATE Ohio		
d. TELEPHONE NUMBER (Area Code - Number - Extension) 202-252-6183						c. CITY Piketon						
5. FIRST SHIPMENT SCHEDULED		6. FINAL SHIPMENT SCHEDULED		7. APPLICANT'S CONTRACTUAL DELIVERY DATE		8. PROPOSED LICENSE EXPIRATION DATE		9. U.S. DEPARTMENT OF ENERGY CONTRACT NO. (If Known)				
January 1, 1981		January 1, 1982		Not applicable		January 1, 1982		DE-SC05-80LEU0508				
10. ULTIMATE CONSIGNEE						11. ULTIMATE END USE (Include plant or facility name)						
a. NAME State Committee for Nuclear Energy						For use as fuel elements for TRIGA research reactor, Pitesti, Romania						
b. STREET ADDRESS						11a. EST. DATE OF FIRST USE						
c. CITY - STATE - COUNTRY Pitesti, Romania						13. INTERMEDIATE END USE						
12. INTERMEDIATE CONSIGNEE						13. INTERMEDIATE END USE						
a. NAME General Atomic Corporation						Fabrication of TRIGA fuel elements						
b. STREET ADDRESS P.O. Box 81608						13a. EST. DATE OF FIRST USE						
c. CITY - STATE - COUNTRY San Diego, California 92138						15. INTERMEDIATE END USE						
14. INTERMEDIATE CONSIGNEE						15. INTERMEDIATE END USE						
a. NAME To be determined						For transportation only						
b. STREET ADDRESS						15a. EST. DATE OF FIRST USE						
c. CITY - STATE - COUNTRY						15a. EST. DATE OF FIRST USE						
16. NRC USE		17. DESCRIPTION (Include chemical and physical form of nuclear material; give dollar value of nuclear equipment and components)				18. MAX. ELEMENT WEIGHT		19. MAX. WT. %		20. MAX ISOTOPE WT.		21. UNIT
		Fuel elements for TRIGA research reactor				37.2 kgs.		19.77		7.354 kgs		Kgs
22. COUNTRY OF ORIGIN-SOURCE MATERIAL U.S.A		23. COUNTRY OF ORIGIN-SNM WHERE ENRICHED OR PRODUCED U.S.A				24. COUNTRIES WHICH ATTACH SAFEGUARDS (If Known) U.S.A						
25. ADDITIONAL INFORMATION (Use separate sheet if necessary) See attached draft contract for transfer of fuel element under IAEA auspices.												
26. The applicant certifies that this application is prepared in conformity with Title 10, Code of Federal Regulations, and that all information in this application is correct to the best of his/her knowledge.												
27. AUTHORIZED OFFICIAL				a. SIGNATURE <i>J. McQuinn</i>				b. TITLE Acting Director N/A/IA				

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CONTRACT TO LOAN WITHOUT CHARGE ENRICHED URANIUM
BETWEEN
THE DEPARTMENT OF ENERGY
AND
THE SOCIALIST REPUBLIC OF ROMANIA

Contract No. DE-SC05-80LEU0508

THIS CONTRACT, entered into this _____ day of _____, 19____, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the SECRETARY OF ENERGY (hereinafter referred to as the "Secretary"), the statutory head of the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and THE SOCIALIST REPUBLIC OF ROMANIA (hereinafter referred to as "Contractor") pursuant to the Third Supply Agreement (hereinafter referred to as the "Supply Agreement") among the Government, the Contractor and the International Atomic Energy Agency;

WITNESSETH THAT:

WHEREAS, the parties hereto desire to establish the terms and conditions applicable to the supply by DOE of certain enriched uranium requirements, which shall be used in support of the Government's Reduced Enrichment Research and Test Reactor program;

WHEREAS, this Contract is entered into pursuant to the Supply Agreement and is authorized and executed on the part of DOE under the Atomic Energy Act of 1954, as amended, and other applicable law;

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

ARTICLE I - DEFINITIONS

As used in this Contract:

1. The term "Act" means the Atomic Energy Act of 1954, as amended.
2. The term "DOE facility" means a laboratory, plant, office, or other establishment operated by or on behalf of DOE.
3. The term "DOE's established specifications" means the specifications for purity and other physical or chemical properties of special nuclear material, as published in the United States Federal Register from time to time.

4. The term "persons acting on behalf of DOE" includes employees and contractors of DOE, and employees of such contractors, who implement or participate in the implementation of this Contract pursuant to their employment or their contracts with DOE.

5. The term "established DOE pricing policy" means any applicable price or charge in United States dollars in effect at the time any particular transaction under this Contract takes place (i) published by DOE in the United States Federal Register or (ii) in the absence of such a published figure, determined in accordance with DOE's pricing policies in which event statement of such pricing policies will be furnished the Contractor. DOE's published prices and charges, as well as its pricing policies, may be amended from time to time.

6. The term "standard form" means the chemical form of enriched uranium as published by DOE in the United States Federal Register from time to time.

ARTICLE II - SCOPE

1. This Contract is subject to all of the terms, conditions, provisions, and guarantees contained in the Supply Agreement.

2. In furtherance of the Government's Reduced Enrichment Research and Test Reactor program, DOE will furnish the Contractor up to thirty-seven kilograms of uranium as metal enriched to 19.75 ± 0.2 w/o U-235. Such material will be fabricated into five Triga fuel elements which will be used by the Contractor as fuel in a steady state reactor to perform reactor physics studies and fuel irradiation tests in accordance with the "Agreement Between the Department of Energy of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania on Cooperation in the Field of Research Reactor Fuel Performance."

ARTICLE III - TERM OF CONTRACT, TERMINATION AND CANCELLATION

1. Except as otherwise provided herein, the Contractor shall have the right to possess and use material covered by this Contract until November 1, 1984.

2. The expiration, suspension, or termination, in whole or in part, of the Supply Agreement shall automatically result in the expiration of this Contract and any orders for material shall be of no further force or effect as to the affected material.

3. Either party may terminate this Contract at any time the other party fails or neglects to fulfill its obligations hereunder or under the Supply Agreement.

4. In the event that the Contractor for any reason is unable to use any material furnished hereunder for the purpose for which said material was furnished, the Contractor shall promptly notify DOE.

ARTICLE IV - DELIVERY

1. DOE will make reasonable efforts to deliver material at the time or times stated in orders for material subject to this Contract, but neither DOE nor persons acting on behalf of DOE shall be liable for any failure to do so.

2. Upon execution of this contract, DOE shall notify the Contractor of the DOE facility at which delivery will be made. DOE shall deliver materials to the Contractor or a commercial conveyance arranged and paid for by the Contractor at the subject DOE facility.

3. The Contractor will submit such transfer documents covering receipts and shipments, and reports of loss or consumption, and inventory, with respect to material subject to this Contract as DOE may prescribe, and shall maintain records and make the same available to DOE as elsewhere herein provided.

ARTICLE V - RESPONSIBILITY FOR MATERIAL

1. DOE shall be responsible for any loss, including consumption due to burn-up, of material subject to this Contract, unless such loss is due to the fault or neglect of the Contractor, its employees, its contractors or agents, occurring from the delivery of such material to the Contractor and until such material has been returned to DOE as provided herein or purchased by the Contractor pursuant to Article VI.

2. Except as otherwise agreed by the parties, in the event of loss of all or a portion of the material furnished hereunder, DOE may in its sole discretion determine to supply additional material to the Contractor or to terminate this contract at no cost to the Government.

3. Any disagreement between DOE and the Contractor as to whether material has in fact been lost, or as to the time any such loss occurred, shall be deemed a question of fact within the meaning of that term as used in Article XVII.

4. It is the intent of the parties that material subject to this Contract will not be transferred outside Romania. Should all or any portion of such material be transferred to a third country, other than the United States, outside Romania, the Contractor shall pay DOE therefor in accordance with established DOE pricing policy in effect as of the date of transfer.

ARTICLE VI - RETURN OF MATERIAL TO DOE, PURCHASE OPTION

1. Except as may be otherwise agreed to by the parties hereto, the Contractor shall return the uranium on or before the expiration date or upon termination of this Contract to DOE's facilities in Oak Ridge, Tennessee.

2. The Contractor may purchase all or any part of the special nuclear material subject to this Contract at any time up to and including its date of expiration. If the Contractor desires to make any such purchase, the Contractor shall inform DOE in writing to this effect at least thirty (30) days prior to the desired date of said purchase. The charge for such material purchased by the Contractor shall be in accordance with established DOE pricing policy in effect as of the effective date of said purchase.

ARTICLE VII - PERFORMANCE OF DOE OBLIGATION; BILLING

1. DOE may fulfill its obligations under the Contract through the operator of any its facilities.

2. All amounts due DOE under this Contract shall be paid within thirty (30) days after the date of invoice therefor in accordance with instructions furnished with such invoice. Remittances shall be payable to the Department of Energy and, unless otherwise directed by DOE, shall be sent to the Director, Finance Division, Department of Energy, P. O. Box E, Oak Ridge, Tennessee 37830.

3. The Contractor shall pay interest at the per annum rate (365-day basis) established from time to time by DOE for general application to monies due DOE on all amounts not received by DOE on or before the due date; except that, whenever the due date for any payment under this article falls on a Saturday, a Sunday, or a legal holiday, interest shall commence on the day immediately following the next day which is not a Saturday, a Sunday, or a legal holiday.

ARTICLE VIII - INJURY OR DAMAGE

Neither the Government, DOE nor persons acting for or on behalf of DOE make any warranty or other representation, express or implied, that material furnished under this Contract (a) will not result in injury or damage when used for the purpose for which furnished, (b) will accomplish the results for which it is furnished, or (c) is safe for any other use.

ARTICLE IX - CONTAINERS AND EQUIPMENT

1. Shipments of material subject to this Contract to the Contractor and the return of such materials to DOE, shall be made only in containers and/or equipment furnished by DOE.

2. Title to DOE-owned containers and equipment shall remain in the Government. The Contractor will not be responsible for any loss of or damage to DOE-owned containers or equipment except as may result from the fault or negligence of the Contractor, its employees, its contractors, or agents. DOE-owned containers and equipment will be used only for shipment of material to and from DOE and for temporary storage of material shipped therein.

ARTICLE X - ASSIGNMENT

The Contractor may not assign this Contract, or any order for material subject to this Contract, without the express written approval of DOE.

ARTICLE XI - DETERMINATION OF MATERIAL QUANTITIES AND PROPERTIES;
RESOLUTION OF MEASUREMENT DIFFERENCES;

1. 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 Contract which is transferred directly from or to a DOE facility. The term "transferred directly" means a transfer of material between the Contractor and DOE. (For the purpose of this article, the terms "supplier" and "receiver" shall refer to DOE and the Contractor 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.

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

b. 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 weight of such container. The net weight of material transferred shall be determined at a DOE facility using DOE's procedures and facilities unless DOE and the Contractor agree upon other procedures or facilities. The net weight of material transferred shall be determined by the results of such weighings and shall not be subject to the provisions of subsections c. and d. below.

c. If the receiver does not accept the supplier's statement of the other quantities and properties of the material transferred, the receiver shall within thirty (30) days after the receipt of the material or the supplier's statement of quantities and properties, whichever is later, submit a notice of disagreement in writing to the supplier. The notice of disagreement shall include measurement and/or analysis data supporting the disagreement. If such notice of disagreement is not submitted within such thirty (30) days, the supplier's measurements will be final and binding upon both parties. If the disagreement is with respect to specification limits, the receiver may handle the material as necessary for storage or protection against health and safety hazards but the receiver shall not otherwise use or dispose of the material in any manner until the difference is resolved unless such use or disposition is mutually agreed to by DOE and the Contractor.

d. 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 if such results are within the range determined by the receiver's and supplier's results. If the umpire's results are outside the range determined by the receiver's and supplier's results, the parties shall accept the party's nearer to the umpire's results.

(1) 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.

(2) 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.

(3) As used in this subsection d., 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 costs shall be allocated to such determination 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.

2. The determinations made pursuant to the foregoing subparagraphs of this Article XI shall be final and binding for purposes of this Agreement and shall not be subject to dispute under Article XVII hereof.

3. If the material delivered hereunder does not conform to DOE's established specifications, the responsibility and liability of the Government, DOE, and persons acting for and on behalf of DOE shall be limited solely to correcting such discrepancies by delivery of material which does conform to the applicable specifications, in exchange for the non-conforming material.

ARTICLE XII - LAWS, REGULATIONS AND ORDINANCES

Except as otherwise authorized by DOE, the Contractor shall abide by all applicable laws, regulations and ordinances of the United States or of any State, territory, or political subdivision.

ARTICLE XIII - 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 Contract or to any benefit that may arise therefrom.

ARTICLE XIV - COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract 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 Contractor for the purpose of securing business. For breach or violation of this warranty the United States of America shall have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XV - APPLICABLE LAW

This Contract shall be construed in accordance with the internal federal law applicable in the United States District Courts to contracts to which the Government of the United States of America is a party, including, but not limited to, the Nuclear Non-Proliferation Act of 1978.

ARTICLE XVI - NOTICES

All notices and communications pursuant to this Contract from either party to the other (except notices published in the Federal Register) shall be in writing and shall be sent to the following addresses:

To DOE: DOE Materials Leasing Officer
Enriching Operations Division
Department of Energy
Post Office Box E
Oak Ridge, Tennessee 37830

To Contractor:

ARTICLE XVII - ARBITRATION

1. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be referred to arbitration by a board composed of three arbitrators. One of such arbitrators shall be appointed by DOE, one shall be appointed by the Contractor, and the third arbitrator shall be selected by the first two. In the event that the first two arbitrators so selected are unable to agree upon a third arbitrator, then each of the parties shall designate another person to act as an arbitrator in lieu of the person previously appointed by such party, which two new arbitrators shall endeavor to agree upon the third arbitrator. Such procedure shall be repeated until a third arbitrator shall have been selected. The arbitration proceedings shall be in accordance with the rules established by the American Arbitration Association for Commercial Arbitration. The decision of a majority of the arbitrators on the arbitration board shall be final and binding unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Allocation of the costs of arbitration shall be as determined by the board of arbitrators; provided however, that neither party shall be obliged to pay the costs of the other party's arbitrator.

2. This "Arbitration" article does not preclude consideration of law questions in connection with decisions provided for in Paragraph 1. above; provided, that nothing in this Contract shall be construed as making final the decision of the arbitration board on a question of law.

ARTICLE XVIII - CONFLICTS

In the event of any conflict between this Contract and the Supply Agreement, the latter shall govern.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

UNITED STATES OF AMERICA

BY: SECRETARY OF ENERGY

BY: _____

TITLE: _____

CONCURRED IN:

INTERNATIONAL ATOMIC ENERGY AGENCY

BY: _____

TITLE: _____

SOCIALIST REPUBLIC OF ROMANIA

BY: _____

TITLE: _____