

**REVISED AGREEMENT FOR COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF NORWAY
CONCERNING
PEACEFUL USES OF NUCLEAR ENERGY**

The Government of the United States of America and the Government of Norway,

Mindful that both the United States of America and Norway are parties to the Treaty on the Non-Proliferation of Nuclear Weapons ("NPT");

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT;

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA") and their desire to promote universal adherence to the NPT;

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy, signed May 4, 1967, as amended;

Desiring to continue and expand their cooperation in this field; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed to revise the Agreement for Cooperation, signed May 4, 1967, to read as follows:

Article 1
Scope of Cooperation

1. The United States of America and Norway shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their applicable treaties, national laws, regulations and license requirements.
2. Transfers of information, material, equipment and components under this agreement may be undertaken directly between the parties or through authorized persons. Such transfers shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.
3. Material, equipment and components transferred from the territory of one party to

the territory of the other party for peaceful purposes, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation, by the appropriate Government authority of the recipient party to the appropriate Government authority of the supplier party, that such material, equipment or components shall be subject to the agreement.

Article 2 Definitions

For the purposes of this agreement:

- (a) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;
- (b) "Component" means a component part of equipment or other item, so designated by agreement of the parties;
- (c) "Equipment" means any production or utilization facility including uranium enrichment and nuclear fuel reprocessing facilities), or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties;
- (d) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;
- (e) "Low enriched uranium" means uranium enriched to less than "twenty percent in the isotope 235;
- (f) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;
- (g) "Material" means source material, special nuclear material or byproduct material, radioisotopes other than byproduct material, or moderator material, or any other such substance so designated by agreement of the parties;
- (h) "Moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;
- (i) "Parties" means the Government of the United States of America and the Government of Norway;
- (j) "Peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture

and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

- (k) "Person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;
- (l) "Previous agreement" means the Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy, signed May 4, 1967, as amended;
- (m) "Production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated material containing special nuclear material, or any other item so designated by agreement of the parties;
- (n) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;
- (o) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;
- (p) "Sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;
- (q) "Source material" means (i) uranium, thorium, or any other material so designated by agreement of the parties, or (ii) ores containing one or more of the foregoing materials, in such concentration as the parties may agree from time to time;
- (r) "Special nuclear material" means (i) plutonium, uranium 233, or uranium enriched in the isotope 235, or (ii) any other material so designated by agreement of the parties; and
- (s) "Utilization facility" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium 233, as well as pressure vessels designed to contain the core of such a facility and primary coolant pumps, fuel charging or discharging machines or control rods for such a facility, or any other item so designated by agreement of the parties.

Article 3
Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Transfers of information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits and assignments of staff to facilities. Fields which may be covered include, but shall not be limited to the following:
 - (a) development, design, construction, operation, maintenance and use of research, materials testing, experimental, demonstration power, and power reactors and reactor experiments;
 - (b) the use of material in physical and biological research,, medicine, agriculture and industry;
 - (c) fuel cycle studies of ways to meet future worldwide peaceful nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;
 - (d) safeguards and physical security of materials, equipment and components;
 - (e) health, safety and environmental considerations related to the foregoing; and
 - (f) assessing the role nuclear power may play in national energy plans.
2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.
3. The United States shall not transfer Restricted Data as defined in its Atomic Energy Act of 1954, as amended, under this agreement.
4. Sensitive nuclear technology shall not be transferred under this agreement unless provided by an amendment to this agreement.

Article 4
Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this agreement. The United States shall endeavor to take such actions as necessary and feasible to ensure a reliable supply of nuclear fuel to Norway, including the export of material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.
2. Low enriched uranium may be transferred in such quantities as are required for

use as fuel in reactor experiments and in reactors, for conversion or fabrication, or for such other purposes, including reasonable stockpiling, as may be agreed by the parties.

3. Special nuclear material other than low enriched uranium and material contemplated under paragraph 6 may, if the parties agree, be transferred for specified applications where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives.
4. The quantity of special nuclear material other than low enriched uranium transferred under this agreement shall not at any time be in excess of the quantity the parties agree is necessary for any of the following purposes: the use in reactor experiments or loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, conversion or fabrication, and the accomplishment of other purpose as may be agreed by the parties. If high enriched uranium in excess of the quantity required for these purposes exists in Norway, the United States shall have the right to require the return of any high enriched uranium transferred pursuant to this agreement (including irradiated high enriched uranium) which contributes to this excess. If the United States exercises this right,
 - (a) it shall, after removal of such material from the territory of Norway, reimburse Norway for the fair market value of such material; and
 - (b) the parties shall make appropriate commercial arrangements which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.
5. Any high enriched uranium transferred pursuant to this agreement shall not be at a level of enrichment in the isotope 235 in excess of levels to which the parties agree are necessary for the purposes described in paragraph 4.
6. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.
7. Sensitive nuclear facilities and major critical components shall not be transferred under this agreement unless provided by an amendment to this agreement.

Article 5 Storage and Retransfers

1. Material transferred pursuant to this agreement and material used In or produced

through the use of any material or equipment transferred pursuant to this agreement may be stored by either party; except that each party guarantees that such plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium, over which it has jurisdiction, shall only be stored in a facility which the parties agree meets criteria to be established in advance by the parties.

2. Material, equipment or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred by the recipient party, except that such party guarantees that any such material, equipment, components or special nuclear material, over which it has jurisdiction, shall not be transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

Article 6 Reprocessing and Enrichment

1. Each party guarantees that material transferred to and under its jurisdiction pursuant to this agreement and material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not be reprocessed unless the parties agree.
2. Each party guarantees that any plutonium, uranium 233, high enriched uranium or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement, or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement, shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.
3. Each party guarantees that uranium transferred to and under its jurisdiction pursuant to this agreement, and uranium used in any equipment so transferred and under its jurisdiction, shall not be enriched after transfer to twenty percent or greater in the isotope 235 unless the parties agree.

Article 7 Physical Security

1. Each party guarantees that adequate physical security shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement.
2. The parties agree to the levels for the application of physical security set forth in the Annex and, in accordance with such levels, to maintain adequate physical security measures which shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/Rev. 1

concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties. In the event of any such revision, the levels in the Annex may be modified as the parties may agree.

3. The adequacy of physical security measures maintained pursuant to this article shall be subject to review and consultation by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical security.
4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.
5. This article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8 No Explosive or Military Application

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any such material, equipment or components so transferred to and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9 Safeguards

1. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Norway, under its jurisdiction or carried out under its control anywhere. Implementation of the safeguards agreement pursuant to article III (4) of the NPT, referred to in paragraph 2, shall be considered to fulfill the requirement stated in the foregoing sentence.
2. Source and special nuclear material transferred to Norway pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the Agreement Between Norway and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons, signed on March 1, 1972.

3. Source and special nuclear material transferred to the United States pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to the provisions of the Agreement Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States, signed on November 18, 1977.
4. If the United States of America or Norway becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.
5. Each party guarantees it shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this article.
6. Norway shall establish and maintain a system of accounting for and control of all source and special nuclear material under its jurisdiction, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.
7. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any source and special nuclear material subject to this agreement and any other material transferred pursuant to this agreement.
8. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10 Multiple Supplier Controls

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 5, 6, or 7 with respect to material, equipment or components subject to this agreement, the parties may, upon the request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 11 Cessation of Cooperation

1. If either party at any time following entry into force of this agreement
 - (a) does not comply with the provisions of articles 5, 6, 7, 8 or 9, or
 - (b) terminates, abrogates or materially violates a safeguards agreement with the IAEA,

the other party shall have the rights to cease further cooperation under this agreement and to require the return of any material, equipment or components transferred under this agreement and any special nuclear material produced through their use.

2. If Norway at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. If this right is exercised, the parties shall take such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

Article 12 Previous Agreement Terminated

1. The Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy signed on May 4, 1967, as amended, shall terminate on the date this revised agreement enters into force.
2. Cooperation initiated under the previous agreement shall continue in accordance with the provisions of this revised agreement. The provisions of this agreement shall apply to material and equipment subject to the previous agreement.

Article 13 Consultations, Confidentiality, and Environmental Protection

1. The parties undertake to consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.
2. The parties shall take every precaution to protect any information which comes to their knowledge in the implementation of this agreement and which, at the time of transfer or receipt, is designated by the supplier party to be proprietary or

confidential.

3. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical and thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

Article 14 Amendment

This agreement may be amended at any time by agreement of the parties and in accordance with their applicable requirements.

Article 15 Entry into Force and Duration

1. This agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force, and shall remain in force for a period of thirty (30) years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.
2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9 and 11 shall continue in effects so long as any material, equipment or components subject to these articles remain in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

IN WITNESS WHEREOF the undersigned, being fully authorized, have signed this agreement.

Done at Oslo this 12th day of January 1984.

in duplicate,, in the English and Norwegian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF NORWAY:

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier., and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows.

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III materials and, in addition under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

Table:

CATEGORIZATION OF NUCLEAR MATERIAL (e)

Material	Form	I	Category II	III
1. Plutonium (a,f)	Unirradiated (b)	2 kg or more	Less than 2 kg but more than 500 g	500 g or less (c)
2. Uranium-235 (d)	Unirradiated (b)			
	- uranium enriched to 20% 235 U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less (c)
	- uranium enriched to 10% 235 U but less than 20%		10 kg or more	Less than 10 kg (c)
	- uranium enriched above natural, but less than 10% 235 U			10 kg or more
3. Uranium-233	Unirradiated (b)	2 kg or more	Less than 2 kg but more than 500 g	500 g or less (c)

- a) All plutonium except that with isotopic concentration exceeding 80 percent in plutonium-238.
- b) Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.
- c) Less than a radiologically significant quantity should be exempted.
- d) Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10 percent not falling in Category III should be protected in accordance with prudent management practice.
- e) Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.
- f) The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for Category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

AGREED MINUTE

During the negotiation of the proposed Revised Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today, the following understandings, which shall be an integral part of the agreement, were reached.

Coverage of Agreement

For the purposes of implementing the rights specified in articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

With reference to Article 8 it is understood that "military purpose" does not include power to a military base drawn from the civil power network or production of radioisotopes to be used for diagnosis in a military hospital.

Previous Cooperation

It is noted that article 3 does not alter the practice of mutually beneficial information sharing that has developed between the two countries and that will be continued and, as the parties may agree, strengthened.

With respect to paragraph 2 of article 12, in order to facilitate the application of the provisions of this agreement to material and equipment subject to the previous agreement, the parties shall establish a list of such material and equipment.

Storage

Concerning paragraph 1 of article 5, the parties note that, in practice, agreement of the parties would be reflected in authorizations for the transfer of material under the agreement for specified applications and that this provision would otherwise be exercised with respect to such material only in the event a party wished to store such material at facilities other than originally specified.

Spent Fuel Disposition

The parties note their common interest in ensuring that their nuclear cooperation promotes the energy security of each party and their mutual nonproliferation objectives. In this regard, the parties agree that material subject to articles 5 and 6

may be transferred by Norway to the United Kingdom or France and reprocessed at the Sellafield or La Hague reprocessing facilities, subject to the following conditions:

- (1) Norway shall keep records of any such transfers and shall upon shipment notify the United States of each transfer;
- (2) Prior to any such transfer, Norway shall confirm to the United States that the material to be transferred will be held within Euratom subject to the applicable agreement for cooperation between the United States and Euratom;
- (3) Norway shall retain legal control over any plutonium separated as a result of any such transfer and shall obtain the prior agreement of the United States for the transfer of the plutonium to Norway or any other country for any use of the plutonium.

The foregoing understandings concerning fuel disposition may be terminated in whole or in part, if either party considers that exceptional circumstances of concern from a non-proliferation or security standpoint so require; to the extent time and circumstances permit, the parties will consult prior to any such termination. Such circumstances include, but are not limited to, a determination by either party that the foregoing understandings cannot be continued without a significant increase of the risk of proliferation or without jeopardizing its national security.

These understandings concerning spent fuel disposition do not limit the right of the parties to agree to other activities envisaged in articles 5 and 6.

OECD Halden Reactor Project

The parties note the longstanding support of the United States for the OECD Halden Reactor Project, including arrangements for the test irradiation and analysis of United States fuel assemblies in connection with United States reactor safety research. The parties confirm that in any cases where the United States has authorized material to be transferred to Norway under the agreement for specified purposes, which in any particular case include irradiation in the Halden Reactor and the alteration in Norway of such material in form or content, no further agreement would be required pursuant to paragraph 2 of article 6 for such analysis of the material concerned. In any other situations not covered by the preceding sentence, the United States would give favorable consideration to proposals by Norway pursuant to paragraph 2 of article 6 that the parties agree to alteration of material under the fuel analysis program in Norway in connection with the Halden Reactor Project.

The parties also confirm that, notwithstanding the provisions of paragraph 2 of article 12, moderator material transferred to Norway under the previous agreement for use in the OECD Halden Reactor Project, and special nuclear material produced through its use and not through the use of special nuclear material transferred

pursuant to the agreement, shall be subject only to articles 7, 8, and 9 and that such moderator material shall not be transferred to unauthorized persons or, unless the parties agree, beyond the territorial jurisdiction of Norway.

Safeguards

If either party becomes aware of circumstances referred to in paragraph 4 of article 9 requiring the parties immediately to enter into arrangements referred to in that paragraph, the United States shall have the rights listed below. These rights shall be suspended if the United States agrees that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 4 of article 9.

- (1) To review in a timely fashion the design of any equipment transferred pursuant to the agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;
- (2) To require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components so transferred;
- (3) To designate personnel acceptable to Norway who shall have access to all places and data necessary to account for the material in paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Norway shall not unreasonably withhold its acceptance of personnel designated by the United States under this paragraph. Such personnel shall, if either party so requests, be accompanied by personnel designated by Norway.

With reference to article 9, it is confirmed that design information relevant to safeguards for new equipment required to be safeguarded under the agreement shall be provided in a timely fashion to the IAEA upon its request.

The parties confirm that paragraph 1 of article 9 does not in any way alter Norway's commitment under the agreement referred to in paragraph 2 of article 9 or the implementation of that agreement.

With further reference to article 9, it is understood that the agreement does not affect the rights or obligations of the United States or the IAEA pursuant to the agreement referred to in paragraph 3 of article 9 or the implementation that agreement.

Administrative Arrangements

The appropriate Government authorities of both parties may establish administrative

arrangements to ensure the effective implementation of the agreement. Such administrative arrangements may be changed by agreement between the appropriate Government authorities of the parties.

Consultations

The parties shall consult periodically or at the request of either party on ways in which their mutual non-proliferation and nuclear energy objectives can best be served. Each party shall endeavor to avoid taking any actions that significantly alter the basis for cooperation under the agreement. However, if either party were to undertake any such actions, it shall endeavor to inform the other party in advance.