

**RULES****of the Supply Agency of the European Atomic Energy Community determining the manner in which demand is to be balanced against the supply of ores, source materials and special fissile materials**

## CHAPTER 1

**SCOPE, DEFINITIONS AND GENERAL PRINCIPLES***Article 1***Scope**

These Rules determine the manner in which demand is to be balanced against supply of ores, source materials and special fissile materials.

*Article 2***Definitions**

For the purpose of these Rules, the following definitions apply:

- (1) 'Agency' means the Euratom Supply Agency established by the Treaty;
- (2) 'Community' means the European Atomic Energy Community (Euratom);
- (3) 'Community production' means nuclear materials produced in the Community, including but not limited to:
  - (a) ores mined within the territory of the Community;
  - (b) source materials produced within the territory of the Community, including those acquired by a producer as a by-product of enrichment;
  - (c) special fissile materials produced within the territory of the Community-based reactors after irradiation of nuclear fuel;
  - (d) special fissile materials produced within the territory of the Community by enriching source materials owned by the producer.
- (4) 'intermediary' means any person or undertaking that purchases nuclear materials with the purpose of re-selling them as such;
- (5) 'nuclear materials' means any of the ores, source materials and special fissile materials as defined in Article 197 of the Treaty;
- (6) 'ores' has the meaning given to it in Article 197(4) of the Treaty;
- (7) 'person' has the meaning given to it in Article 196 (a) of the Treaty;
- (8) 'producer' means any person or undertaking that produces, processes, converts or shapes ores, source materials or special fissile materials;
- (9) 'proformae' refers to the Agency's end-of-year questionnaires collecting data directly from users;
- (10) 'related services' means one of the following services: conversion, enrichment, fuel fabrication, reprocessing or storage of special fissile materials;
- (11) 'Rules' means these Rules of the Supply Agency of the European Atomic Energy Community determining the manner in which demand is to be balanced against the supply of ores, source materials and special fissile materials;
- (12) 'small quantities' means the quantities defined in the Small Quantities Regulation;
- (13) 'Small Quantities Regulation' means Commission Regulation (Euratom) No 66/2006 of 16 January 2006 *exempting the transfer of small quantities of ores, source materials and special fissile materials from the rules of the chapter on supplies, and any future versions thereof*;
- (14) 'source materials' has the meaning given to it in Article 197(3) of the Treaty;
- (15) 'special fissile materials' has the meaning given to it in Article 197(1) of the Treaty;

(16) 'supply contract' means:

- (1) a contract for the purchase, sale, loan or lease of ores and/or source materials where at least one party is a user or a producer that produces, processes, converts or shapes ores, source materials or special fissile materials within the territory of the Community; and
- (2) a contract for the purchase, sale, exchange, loan or lease of special fissile materials where at least one party is a user, a producer or an intermediary;

(17) 'Treaty' means the Treaty establishing the European Atomic Energy Community;

(18) 'undertaking' has the meaning given to it in Article 196 (b) of the Treaty;

(19) 'user' means any person or undertaking that buys nuclear materials or related services to use in its own or affiliated nuclear power plants or research reactors within the Community or to use in the fields listed in Annex 1 to the Treaty;

(20) 'working day' refers to the working days of the Agency, as published on the Agency's website.

### *Article 3*

#### **Confidentiality**

Contracts, notifications and any other information related to contracts communicated to the Agency shall not be disclosed to any third party without the written permission of the contracting parties.

### CHAPTER 2

#### **SUBMISSION OF INFORMATION**

### *Article 4*

#### **Submission of information by users**

1. When requested to do so by the Agency, users shall fill out and submit the proformae for a given year by 31 January of the following year.
2. The proformae shall specify, among others:
  - (a) designation of the product;
  - (b) supplier;
  - (c) nature, chemical form and other relevant specifications of nuclear materials;
  - (d) quantities (in metric units);
  - (e) country of origin of natural uranium (if known);
  - (f) actual and/or intended use;
  - (g) delivery dates;
  - (h) price terms;
  - (i) stocks;
  - (j) estimated future requirements.

### *Article 5*

#### **Submission of information by producers**

1. When requested to do so by the Agency, producers shall notify the Agency of their current and estimated future production, and that of all their majority-owned subsidiaries. They shall also notify the Agency of their planned deliveries and of stocks owned and/or held by them, based on contracts already signed.

2. The information shall include:
  - (a) designation of the product;
  - (b) counterparties;
  - (c) nature, chemical form and other relevant specifications of nuclear materials;
  - (d) quantities (in metric units);
  - (e) country of origin of natural uranium (if known);
  - (f) delivery year;
  - (g) price terms (if known);
  - (h) uranium stocks, including information about availability for sale;
  - (i) estimated future production.
3. The information shall be communicated to the Agency within 20 (twenty) working days from the date on which the request is received.

#### *Article 6*

##### **Submission of information by intermediaries**

1. Intermediaries shall communicate to the Agency information on any contracts other than supply contracts for the purchase, sale, exchange, loan or lease of ores and/or source materials signed during the previous month. They shall do so on a monthly basis.
2. The information shall cover, among others:
  - (a) designation of the product;
  - (b) counterparties;
  - (c) nature, chemical form and other relevant specifications of nuclear materials;
  - (d) quantities (in metric units);
  - (e) country of origin of natural uranium (if known);
  - (f) delivery dates;
  - (g) price terms.
3. The information shall be communicated to the Agency within 15 (fifteen) working days of the end of the month concerned.

#### *Article 7*

##### **Submission of additional information**

When requested to do so by the Agency, users, producers and intermediaries shall communicate to the Agency any additional information it needs to be able to perform the tasks conferred upon it by the Treaty. The information shall be communicated to the Agency within 10 (ten) working days from the date on which the request is received (or, upon a justified request, a longer period of time as agreed by the Agency in writing).

#### *Article 8*

##### **Analysis based on information received**

1. Based on the information provided under Articles 4, 5, 6 and 7 of the Rules and on additional information communicated by market participants, the Agency shall analyse market trends and supply potential. It shall include the main results of this analysis in its Annual Report, to be published on its website by 30 June every year.

2. The Agency shall also publish its uranium price indices and additional reports on the market for nuclear materials, including reports resulting from working groups established by the Advisory Committee.

### CHAPTER 3

#### SUPPLY CONTRACTS

##### *Article 9*

#### **Conclusion of supply contracts**

1. Supply contracts are void unless concluded by the Agency.
2. The Agency concludes a supply contract by signing it.

##### *Article 10*

#### **Procedures applicable to the conclusion of supply contracts**

1. The following procedures apply to supply contracts:
  - (a) simplified procedure;
  - (b) centralised procedure, following the Agency's decision if the regular supply of nuclear materials is endangered.
2. Implementation of the simplified procedure does not deprive the Agency of the exclusive rights conferred upon it by the Treaty.

##### *Article 11*

#### **Simplified procedure**

1. Users are authorised to invite tenders directly from producers, intermediaries or other users of their choice and to negotiate the supply contract freely.
2. The supply contract shall include at least the following information:
  - (a) designation of the contracting parties, including the Agency;
  - (b) quantities of materials to be supplied or the methodology used to determine such quantities;
  - (c) chemical form of the materials to be supplied;
  - (d) country of origin of the nuclear materials to be supplied; if this is unknown when the supply contract is signed, the user shall communicate it to the Agency in writing as soon as possible;
  - (e) schedule of deliveries (if it is known when the supply contract is signed);
  - (f) place of delivery;
  - (g) mode of delivery (physical or book transfer);
  - (h) price and terms of payment including, where applicable, the method used to calculate the price;
  - (i) duration of the supply contract;
  - (j) the date(s) on which the parties signed the supply contract.
3. All originals of the supply contract shall be submitted to the Agency for signature within 10 (ten) working days from the date on which the contract is signed by all parties except the Agency (or, upon a justified request, a longer period of time agreed by the Agency in writing).

4. Originals of the supply contract shall be accompanied by a completed submission form, available on the Agency's website.
5. Except in cases where Article 15 of the present Rules is applicable, the Agency shall decide on the conclusion of the contract within 10 (ten) working days from the date on which it receives it, provided that all the information required has been communicated to the Agency. If the Agency requests additional information, this time period will start once the Agency receives all the information required for it to be able to perform the task of supervising sources of supply.
6. If the Agency concludes the supply contract, it will keep one original for its records and return the remaining originals to the party that has sent them, informing it about the reference number attributed.
7. If the Agency establishes that the regular and equitable supply of nuclear materials to Community users is endangered, it may decide to suspend the application of this simplified procedure and revert to the centralised procedure provided for in Article 12 of the Rules.

#### *Article 12*

##### **Centralised procedure**

1. This procedure applies if the Agency establishes that the regular supply of nuclear materials to users is endangered, including but not limited to situations where nuclear materials are not available to users within a reasonable period of time or are available only at excessively high prices.
2. The Agency's decision to suspend the application of the simplified procedure and defining the scope of application of the centralised procedure takes effect upon its publication in the Official Journal of the European Union.
3. In such situations, nuclear materials can only be supplied to and/or exchanged with non-Community customers after the requirements of Community users have been met.
4. A supply contract signed by the parties before the Agency's decision under paragraph 2 of this Article is published shall be processed in accordance with the procedure applicable on the date on which the parties sign the contract.

#### *Article 13*

##### **Modifications made to supply contracts**

1. Any modifications (amendments, supplements, side letters, assignment agreements, mutually agreed terminations) to a supply contract must be concluded by the Agency, in accordance with the procedure used for the original contract.
2. In the event of a unilateral notice of cancellation of a supply contract, the Agency shall be notified within 10 (ten) working days from the date on which the unilateral cancellation notice is sent or received, as applicable.

#### *Article 14*

##### **Refusal to conclude a supply contract**

1. Within the framework of either procedure referred to in Article 10 of the Rules, the Agency has the right to object to a contract which might prejudice the achievement of the Treaty's objectives.
2. If the Agency decides not to conclude a supply contract, it shall inform the parties concerned in a reasoned decision and return all submitted documents to the party that had submitted them.

3. The Agency may decide not to conclude a supply contract, in particular if a clarification requested by the Agency is not submitted within 10 (ten) working days from the request being received.
4. This decision or a lack of decision may be referred to the Commission in accordance with the provisions of Article 5(5) of the Statutes of the Agency.

#### *Article 15*

##### **Commission authorisation**

1. A prior Commission authorisation is needed for the export of Community production (Articles 59 (b) and 62.1 (c) of the Treaty) and for the conclusion of supply contracts with a duration of more than 10 years (Article 60 of the Treaty).
2. In these cases, the Agency initiates the procedure for obtaining Commission authorisation.

#### CHAPTER 4

##### **NOTIFICATION OF CONTRACTS FOR RELATED SERVICES AND FOR SMALL QUANTITIES**

#### *Article 16*

##### **Contracts for related services**

1. Contracts for related services under Article 75 of the Treaty shall be notified to the Agency within 10 (ten) working days from the date on which they are signed (or, upon a justified request, a longer period of time as agreed by the Agency in writing).
2. The notification shall include at least the following information:
  - (a) designation of the contracting parties;
  - (b) known or estimated quantities of materials concerned;
  - (c) chemical form of the materials concerned;
  - (d) country of origin of the materials concerned; if this is unknown when the contract is signed, it shall be communicated to the Agency in writing as soon as possible;
  - (e) schedule of deliveries;
  - (f) place of delivery;
  - (g) duration of the contract;
  - (h) the date(s) on which the parties signed the contract.
3. Notification of the contract shall be made using the form available on the Agency's website.
4. The Agency shall acknowledge the notification and communicate the reference number attributed to the contract within 15 (fifteen) working days from the date on which it receives it, provided that all the information required has been communicated to the Agency.
5. If the Agency requests additional information, the time period specified in paragraph 4 of this Article will be interrupted by this request and will start anew when the information is received.
6. Any modification of the initial contract as regards one of the items referred to in paragraph 2 above, including cancellation of the contract, shall be notified to the Agency in accordance with the procedure set out in this article.
7. If a contract for related services includes provisions relating to the supply of nuclear materials, it shall be treated as a supply contract and shall be submitted to the Agency for conclusion.

*Article 17***Contracts for small quantities**

1. Any transfer, import or export of small quantities of ores, source materials and special fissile materials shall be notified to the Agency.
2. Any person who imports or exports small quantities and any supplier who transfers small quantities within the Community shall submit a quarterly statement of such transactions to the Agency.
3. Quarterly statements shall be submitted to the Agency within one month from the end of the quarter during which the transactions took place and shall include information provided for in Article 3 of the Small Quantities Regulation.
4. Provided that it has received all the information required, the Agency shall acknowledge the quarterly statements and communicate the reference numbers attributed to the contracts if possible within 15 (fifteen) working days from the date on which it receives them.

## CHAPTER 5

**FINAL PROVISIONS***Article 18***Entry into force**

1. These Rules enter into force on the date set in the Agency's Decision by which they are adopted.
  2. Supply contracts signed by the parties before the date on which the present Rules enter into force shall be processed in accordance with the provisions applicable on the day of their signature.
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