

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Lowenstein, Newman, Reis & Axelrad, P.C.		2. Registration No. 2895
3. Name of foreign principal Euratom Supply Agency of the European Communities	4. Principal address of foreign principal Rue de la Loi 200 B-1049 Brussels, Belgium	

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) organization created by multination treaty
- Individual - State his nationality _____

6. If the foreign principal is a foreign government, state: N/A

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: N/A

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

The Supply Agency is responsible for contracting for supply of nuclear fuels for entities within the European Communities.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The Supply Agency is funded by contributions from the governments of the nations which are members of the European Communities. It is governed by the Council of Ministers which consists of representatives of those member nations.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. N/A

Date of Exhibit A February 1, 1983	Name and Title Harold F. Reis, Vice President	Signature <i>Harold F. Reis</i>
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Lowenstein, Newman, Reis & Axelrad, P.C.	Euratom Supply Agency of the European Communities

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

RECEIVED
 CRIMINAL DIVISION
 APR 25 1978
 FEDERAL BUREAU OF INVESTIGATION
 INTERPOL SECURITY SECTION
 REGISTRATION UNIT

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.


Furnishing of legal services in connection with interpretation and implementation of contracts between the Euratom Supply Agency and the U.S. Government.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Furnishing of legal services, including preparation of legal memoranda and participation in discussions with representatives of client and the U.S. Government.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act? ^{1/} Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
February 1, 1983	Harold F. Reis, Vice President	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

DELEGATION OF THE COMMISSION OF THE EUROPEAN COMMUNITIES

EURATOM SUPPLY AGENCY

Washington D.C., May 7, 1982

LOWENSTEIN-NEWMAN-REIS AND AXELRAD
attn. of Mr. Robert LOWENSTEIN

Suite 1214
1025 Connecticut Ave., N.W.
WASHINGTON D.C., 20036

Subject: AGP/4 - Pricing under PDPI contracts with US DOE

RECEIVED
CRIMINAL DIVISION
FEB 3 4 28 PM '83
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

Dear Mr. Lowenstein,

Please refer to a phone-conversation you recently had with Joe Marchal from the Delegation of the European Communities in Washington. After consultation with our Agency's customers involved in the matter, i.e.: Société d'Énergie Nucléaire Franco-Belge des Ardennes/ Paris and Brussels/ France and Belgium and ENEL/ Rome/Italy, I am now inviting your firm to let us know:

- whether you would accept to elaborate and deliver an expert opinion on the question:

whether the view is well founded - legally and in consideration of the special situation resulting from the U.S./Euratom Agreement for Cooperation - that the basis for the pricing of deliveries of enriched uranium under a PDPI (permissible deferred payment inventory) contract concluded between (USAEC, later USERDA, now) US DOE and the Euratom Supply Agency, is the price formula applicable for US DOE requirements contracts, which provides that the charge is always the published price or

the ceiling charge whichever is less;

- to have in addition a discussion on procedural questions in case the answer to the above question is affirmative;
- how much time you consider necessary to establish that opinion; and
- what the charge for the activities described would be.

Upon receipt of your answer we shall again consult with SENA and ENEL and decide on the conclusion of a respective contract with your firm. Our time schedule is as follows:

We would appreciate to receive your answer by May 21, so as to enable us to take a decision before the end of the month. We would be interested to get the opinion before the end of June.

Annexed you will find some material explaining in more detail the issue. I refer in particular to an internal note of November 6th, 1981, summarizing a discussion I had at Oak Ridge and in which you will see the main arguments so far developed by us to support our view that PDPI contracts are requirements contracts. There is further some documentation relating to the basic understandings with regard to the U.S. Euratom Agreement for Co-Operation, and the letters outlining DOE's view on the subject matter.

Yours faithfully,



J.B. MENNICKEN
Director General

enclosure

LAW OFFICES

LOWENSTEIN, NEWMAN, REIS & AXELRAD

1025 CONNECTICUT AVENUE, N. W.

WASHINGTON, D. C. 20036

202-862-8400

May 12, 1982

ROBERT LOWENSTEIN
OF COUNSEL

JACK R. NEWMAN
HAROLD F. REIS
MAURICE AXELRAD
KATHLEEN H. SHEA
J. A. BOUKNIGHT, JR.
MICHAEL A. SAUSER
DOUGLAS G. GREEN
DAVID G. POWELL

E. GREGORY BARNES
ANNE W. COTTINGHAM
STEVEN P. FRANTZ
JILL E. GRANT
FREDERIC S. GRAY
ALVIN H. GUTTERMAN
HOLLY N. LINDEMAN
DAVID B. RASKIN
DONALD J. SILVERMAN

Mr. J. B. Mennicken, Director General
Euratom Supply Agency
c/o Mr. Marchal
Delegation of the Commission of the
European Communities
2100 M Street, N.W.
Washington, D.C. 20037

Dear Mr. Mennicken:

It was a pleasure to meet with you and Mr. Marchal on Friday to discuss your interest in obtaining an opinion concerning the pricing of enriched uranium delivered under certain "PDPI contracts" between Euratom and the United States Government.

We would be pleased to undertake the work and would perform the required legal services at our standard hourly rates. We contemplate that the services would be performed principally by myself and Kathleen H. Shea. Our respective rates are \$165 and \$125 per hour. The rates for our associated attorneys vary from \$50 to \$100 per hour, depending upon their age and experience. Attorneys may be helped by non-lawyer paralegal assistants; the rates for their services are \$35 per hour. In addition, we bill our clients at our cost for out-of-pocket disbursements such as telex, long distance telephone, and duplicating services.

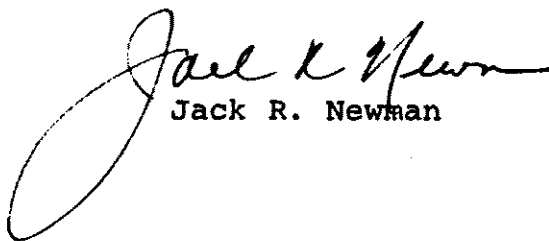
It is, of course, difficult to estimate with certainty the time required to respond to your inquiry; however, the work necessary to prepare an opinion on the legal question presented in your letter of May 7, 1982, should not entail costs for legal services in excess of \$5,000.

Mr. J. B. Mennicken, Director General
Euratom Supply Agency
May 12, 1982
Page Two.

If the hours actually expended are less than we presently estimate, you would of course be billed at the lower total charge.

I am enclosing a resume for our law firm and resumes for myself and Ms. Shea. We shall appreciate receiving your views regarding our proposal and look forward to working with you.

Sincerely,



Jack R. Newman

JRN:1
enclosures

cc: Mr. Marchal

C IN D. P. JUN 1 1982

EURATOM SUPPLY AGENCY

Brussels,
JBM/cl

11. VI. 1982

Law Offices Lowenstein, Newman, Reis & Axelrad
1025 Connecticut Avenue N.W.
USA Washington D.C. 20036

149271

via Washington Delegation

Subject : AGP/4 PDPI price discussions

Dear Mr. Newman,

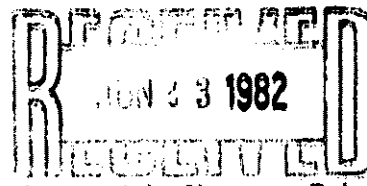
With reference to my letter dated May 7, our discussions on the same day and your answer of May 12, 1982, it is a pleasure for me to instruct you in the name of the Supply Agency and on behalf of the Agency's customers ENEL and SENA to undertake the legal services as discussed in the correspondence and meeting referred to above and in particular to deliver and expert opinion on the question :

whether the view is well founded - legally and in consideration of the special situation resulting from the US/Euratom Agreement for Cooperation - that the basis for the pricing of deliveries of enriched uranium under a PDPI (permissible deferred payment inventory) contract concluded between (USAEC, later US ERDA now :) US DOE and the Euratom Supply Agency is the price formula applicable for US DOE requirements contracts, which provides that the charge is the published price or the ceiling charge whichever is less.

As explained in our discussion on May 7, we consider it appropriate for the issue to be dealt with in the first place by a thorough examination of the legal situation as it results from the terms and conditions of the PDPI contract and the interpretation these terms have found over the years of their implementation. Considerations based on the special history of the US/Euratom Agreement for Cooperation certainly should be developed too, but rather with the objective of supporting a legal view than of building up a purely political case which we should like to avoid.

As put forward in our telex n° 44368 dated June 4, we should appreciate receiving your expert opinion before the end of this month. If appropriate we envisage having a discussion with you on the opinion and, if our case seems to have merits, on procedural questions soon thereafter.

We have taken note of your explanations as regards the probable cost of the study. I should like to request you to contact us in advance if for any reasons the cost will exceed Dollar 5.000. The bill should be addressed to the Supply Agency. We will deal on an internal basis with the companies involved.



.../...

If you have any questions relating to this letter or if you need any further information in relation to the documentation prepared by us, ENEL and SENA, and already transmitted to you, please feel free to contact Mr. Joe Marchal at the EEC Washington Delegation.

I am looking forward with pleasure and interest to working with you.

Sincerely,



J.B.MENNICKEN
Director General