

SWEDEN



Treaty Series No. 25 (1964)

Exchanges of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of Sweden

supplementing the Agreement for Co-operation in the
Peaceful Uses of Atomic Energy, signed at Stockholm on
September 20, 1957

Stockholm, February 14, 1964

[The Agreement entered into force on signature]

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
June 1964*

LONDON

HER MAJESTY'S STATIONERY OFFICE

EIGHTPENCE NET

Cmnd. 2372

EXCHANGES OF NOTES BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF SWEDEN SUPPLEMENTING THE AGREEMENT FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY, SIGNED AT STOCKHOLM ON SEPTEMBER 20, 1957

No. 1

From Her Majesty's Ambassador at Stockholm to the Swedish Acting Minister for Foreign Affairs

British Embassy,

Your Excellency,

Stockholm, February 14, 1964.

I have the honour to refer to recent discussions between the United Kingdom Atomic Energy Authority and Aktiebolaget Atomenergi of Sweden concerning cooperation between the United Kingdom and Sweden in the development and use of atomic energy for the production of electrical or other power. It has been recognised in these discussions that the provisions of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Sweden for Cooperation in the Peaceful Uses of Atomic Energy, signed in Stockholm on September 20, 1957,⁽¹⁾ should be supplemented if they are to cover the supply of material and equipment for use in the production of electrical or other power from atomic energy. In particular, it is necessary to ensure that such material and equipment will be used solely for peaceful purposes. Accordingly, I have the honour to propose an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland on its own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereafter referred to as "the Authority"), and the Government of Sweden on its own behalf and on behalf of Aktiebolaget Atomenergi (hereafter referred to as "Atomenergi") in the following terms:

- 1.—(a) The Authority and Atomenergi shall, to such an extent as is practicable, assist each other in the procurement of material (including ores, source material and special fissionable material), equipment and other requisites for use in the production of electrical or other power from atomic energy in such manner and on such terms as may be agreed between them.
- (b) Sales of fuel pursuant to sub-paragraph (a) of this paragraph shall be subject to the following limitations and conditions:
 - (i) such fuel shall be used only in reactors supplied pursuant to this Agreement or, with the consent of the Contracting Party supplying or assisting in the supply of such fuel, in other reactors whose design has been approved in accordance with paragraph 5 (a) (i) below;

(1) "Treaty Series No. 67 (1957)", Cmnd. 290.

- (ii) the quantity of such fuel shall not at any given time be in excess of the quantity needed for the full loading of any reactor or reactors referred to in sub-paragraph (b)(i) of this paragraph, together with such additional quantity for replacement as may be necessary for the efficient and continuous operation of such reactor or reactors;
- (iii) when any such fuel has been removed from any reactor after radiation, or has been discarded, or when any material obtained pursuant to this Agreement requires reprocessing or storing, it shall be delivered, at the choice of the Contracting Party which holds the fuel or material, either to the Contracting Party which supplied it or to processing facilities or stores approved in accordance with paragraph 5 of this Agreement;
- (iv) except as may be agreed between the Contracting Parties in any particular case, no alterations shall be made in the form or content of the fuel or material to which sub-paragraph (b)(iii) of this paragraph applies after its removal from a reactor or before delivery in accordance with that sub-paragraph is made;
- (v) such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of fuel and material to which sub-paragraph (b)(iii) of this paragraph applies; and such records shall be made available, when required by it, to the Contracting Party which supplied or which assisted in the purchase of such fuel or material.

2. Each Contracting Party undertakes to ensure that:

- (a) material or equipment obtained pursuant to this Agreement, and source material or special fissionable material derived from the use of any material or equipment so obtained, will be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose;
- (b) no material or equipment obtained pursuant to this Agreement, or source or special fissionable material derived from the use of any material or equipment so obtained, will be transferred to unauthorised persons or beyond its control except with the prior consent in writing of the other Contracting Party;
- (c) any fuel or special fissionable material obtained pursuant to this Agreement shall, when not actually being used for peaceful purposes, be held with adequate safety and security precautions in stores approved in accordance with paragraph 5(a)(i) and agreed between the Contracting Parties;
- (d) special fissionable material derived from the use of any material or equipment obtained pursuant to this Agreement shall be dealt with in accordance with the provisions of paragraph 4 of this Agreement.

3. Sweden and the United Kingdom recognise the importance of international safeguards and the role that the International Atomic Energy Agency plays in that respect. The Contracting Parties are prepared to enter into consultations with the Agency at a time agreed between the two parties with a view to negotiating an agreement under which the controls and safeguards provided by the present Agreement between the Governments of Sweden and the United Kingdom would be administered by the Agency.

4. Special fissionable material derived from the use of any material or equipment supplied pursuant to this Agreement shall be at the disposal of the Contracting Party to which such material or equipment was supplied and of persons under the jurisdiction of that Party and authorised by that Party provided that:

- (a) such special fissionable material shall be used for peaceful purposes only, either for research or in reactors existing or under construction specified by the Contracting Party making use of or authorising the use of such special fissionable material;
- (b) its use shall be subject to the provisions of paragraph 5 of this Agreement;
- (c) until such time as the relevant controls and safeguards shall be administered by the International Atomic Energy Agency as a result of agreement reached in consultations held in accordance with paragraph 3 of this Agreement:
 - (i) any excess of such special fissionable material over what is needed for the purposes stated in sub-paragraph (a) of this paragraph shall be held in stores approved in accordance with paragraph 5 (a) (i) and agreed between the Contracting Parties;
 - (ii) in the event of a Contracting Party or persons having special fissionable material at their disposal in accordance with the provisions of this paragraph wishing to dispose of any of the excess referred to in sub-paragraph (c) (i) above, the other Contracting Party shall have the option to purchase the whole or any part of such excess, for use for peaceful purposes only, on terms to be specified in contracts for the supply of fuel made pursuant to this Agreement;
 - (iii) any part of such excess not so purchased may, by agreement between the Contracting Parties, be transferred for peaceful purposes to another country or to an international organisation.

5. Until such time as the relevant controls and safeguards shall be administered by the International Atomic Energy Agency as a result of agreement reached in consultations held in accordance with paragraph 3 of this Agreement:

- (a) Each Contracting Party shall have the following rights in order to assure itself that any material or equipment supplied pursuant to this Agreement or any source material or special fissionable material derived from the use of such material or equipment is being used solely for peaceful purposes:
 - (i) to examine the design of equipment and facilities including nuclear reactors which are to be made available pursuant to this Agreement or in which any material supplied pursuant to this Agreement or derived from the use of such material or of equipment supplied pursuant to this Agreement, is to be employed, processed or stored, and to approve it only from the viewpoint of assuring that it will permit effective application of the provisions of this Agreement; provided that, subject to their responsibilities to the Government by which they are appointed,

representatives appointed to make such examinations shall not disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties;

- (ii) to appoint, after consultation with the other Contracting Party, representatives who shall have access at all times to all places and data, and to any person who by reason of his occupation deals with material or equipment supplied pursuant to this Agreement, or with material derived from the use of material or equipment so supplied, for the purpose of accounting for source material or special fissionable material so supplied and source material or special fissionable material derived from the use of material or equipment so supplied and determining whether there is compliance with the limitations and conditions specified in paragraphs 1(b), 2 and 4 of this Agreement, and shall be permitted to make their own measurements for these purposes. The representatives so appointed shall not, subject to their responsibilities to the Contracting Party by which they are appointed, disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties. The representatives so appointed by one Contracting Party shall be accompanied by representatives appointed by the other Contracting Party if either Contracting Party so requests, provided that they shall not thereby be delayed or otherwise impeded in the exercise of their functions.

(b) Each Contracting Party shall ensure that the other Contracting Party is enabled to exercise the rights provided for in sub-paragraph (a) of this paragraph.

(c) Each Contracting Party shall maintain such operating records as may be necessary to ensure that an accurate account will at all times be kept of source material and special fissionable material derived from the use of material or equipment supplied pursuant to this Agreement, and such records shall be made available to the other Contracting Party when required by it.

6.—(a) Contracts made pursuant to this Agreement may contain such guarantees as are agreed in specific cases. Subject to the provisions of such contracts, nothing in this Agreement shall be interpreted as imposing any responsibility on either Contracting Party for:

- (i) the consequences of the use made of any material or equipment supplied pursuant to this Agreement; or
- (ii) the suitability of such material or equipment for any particular use or application.

(b) With respect to any fuel supplied pursuant to paragraph 1, the Contracting Party receiving such fuel shall indemnify and hold harmless the other Contracting Party including the Authority or Atomenergi as the case may be against any and all liability (including third-party liability) from any cause whatsoever arising out of the production or fabrication, the ownership, the lease, or the possession or use of such fuel after delivery to the Contracting Party receiving it or to persons authorised by that Contracting Party.

7.—(a) Representatives of the Contracting Parties shall meet at the request of either Party to consult with each other on matters arising out of the application of this Agreement.

(b) The consultations provided for in sub-paragraph (a) of this paragraph shall include, when appropriate, any questions concerning the interpretation of the definitions in paragraph 8 of this Agreement of “equipment” and “material”.

8. For the purposes of this Agreement:

- (i) “derived” means derived by one or more processes;
- (ii) “equipment” means major items of machinery or plant or major components thereof specially suitable for use in atomic energy projects;
- (iii) “fuel” means any substance or combination of substances which is prepared for use in a reactor for the purpose of initiating and maintaining a self-supporting fission chain reaction;
- (iv) “material” means fuel, source material, special fissionable material and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors;
- (v) “person” means natural persons, any body of persons incorporated or unincorporated, public or private institutions, Government agencies or Government corporations, but excluding the Contracting Parties, the Authority and Atomenergi except for the purposes of paragraph 9 (c);
- (vi) “reactor” means a device in which nuclear fission may be sustained in a self-supporting chain reaction at a controlled rate;
- (vii) “source material” and “special fissionable material” shall have the same meaning as in the Statute of the International Atomic Energy Agency;
- (viii) “used fuel” means fuel which has been irradiated in a reactor, or which has been discarded without being irradiated.

9.—(a) Until such time as the relevant controls and safeguards shall be administered by the International Atomic Energy Agency as a result of agreement reached in accordance with paragraph 3 of this Agreement, each Contracting Party shall have the right, in the event of any breach of the provisions of paragraph 1 (b) or paragraph 4 by the other Contracting Party or any failure on the part of the other Contracting Party to carry out undertakings in paragraph 2 or paragraph 5, to call upon the other Contracting Party to take corrective steps. If such corrective steps are not taken within a reasonable time by the Contracting Party so called upon, the other Contracting Party shall thereupon have the right to terminate the Agreement by notification in writing through diplomatic channels.

(b) If the Contracting Parties are unable to reach agreement when consulting with each other as provided for in paragraph 7 (b) of this Agreement, either Party may by notification in writing to the other Contracting Party terminate this Agreement three months after the date of the notification.

(c) On termination of this Agreement by notification under sub-paragraph (a) or (b) of this paragraph, the Contracting Party which has so exercised the right to terminate may require the termination of contracts made in pursuance of this Agreement and the return of any fuel or other special fissionable material supplied pursuant to this Agreement, subject to payment to the person (including either Government or the Authority or Atomenergi, as the case may be) returning such fuel or other special fissionable material, of a sum representing the value at prices then current of any fuel or other special fissionable material so returned.

If the above proposal is acceptable to the Government of Sweden, I have the honour to suggest that this Note together with Your Excellency's reply to that effect shall be regarded as constituting an Agreement between the two Governments on the above terms which shall enter into force on the date of Your Excellency's reply and shall remain in force thereafter for a period of twenty years, provided that it shall remain in force after the expiry of that period in relation to any material or equipment supplied pursuant to the Agreement or under a contract made pursuant to the Agreement and any source material or special fissionable material derived from the use thereof.

I avail, etc.,

P. M. CROSTHWAITE.

No. 2

*From the Swedish Acting Minister for Foreign Affairs to Her Majesty's
Ambassador at Stockholm*

Your Excellency,

Stockholm, February 14, 1964.

I have the honour to acknowledge Your Excellency's Note of today's date which reads as follows:

[As in No. 1]

I have the honour to inform you that the Government of Sweden consider that Your Excellency's Note and the present reply constitute an agreement between the two Governments.

I avail, etc.,

OLOF PALME.

No. 3

*From Her Majesty's Ambassador at Stockholm to the Swedish Acting
Minister for Foreign Affairs*

British Embassy,

Stockholm, February 14, 1964.

Your Excellency,

Referring to the signed version of the United Kingdom Note constituting an Agreement between our two Governments to supplement the Agreement signed in Stockholm on 20th September, 1957, for Co-operation in the Peaceful Uses of Atomic Energy, I am sending this Note to you in order to put on record that it is the understanding of the United Kingdom Government that consultations will be held between our two Governments not later than October, 1964, about the implementation of paragraph 3 of the Note. I should be grateful if you would confirm that this is also the understanding of the Swedish Government.

I avail, etc.,

P. M. CROSTHWAITE.

No. 4

*From the Swedish Acting Minister for Foreign Affairs to Her Majesty's
Ambassador at Stockholm*

Your Excellency,

Stockholm, February 14, 1964.

I have the honour to acknowledge Your Excellency's Note of today's date which reads as follows:

[As in No. 3]

I have the honour to confirm that the Government of Sweden consider that Your Excellency's Note and the present reply constitute an agreement between the two Governments.

I avail, etc.,

OLOF PALME.

Printed in England and published by
HER MAJESTY'S STATIONERY OFFICE