



Treaty Series No. 67 (1957)

Agreement

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

for Co-operation in the Peaceful Uses of Atomic Energy

Stockholm, September 20, 1957

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
November 1957*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF SWEDEN FOR CO-OPERATION
IN THE PEACEFUL USES OF ATOMIC ENERGY**

Stockholm, September 20, 1957

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 (hereinafter referred to as the Authority) and the Government of Sweden on its own behalf and on behalf of Aktiebolaget Atomenergi (hereinafter referred to as Atomenergi);

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy;

Have agreed as follows:—

ARTICLE I

(1) Subject to such terms and conditions as may be agreed from time to time in particular cases:—

- (a) The Authority and Atomenergi shall communicate to each other such unclassified information as may be agreed concerning the design construction and operation of nuclear reactors and shall facilitate exchanges of unclassified information on these topics between other persons in the United Kingdom and in Sweden.
- (b) The Authority shall assist Atomenergi or persons designated by Atomenergi in obtaining research reactors from the United Kingdom.
- (c) The Authority shall supply, or shall assist Atomenergi or persons designated by Atomenergi in obtaining from the United Kingdom, fuel for research reactors to such an extent as may be agreed.
- (d) The Authority shall process, or shall assist Atomenergi in arranging for the processing in the United Kingdom of, used fuel from reactors in Sweden, to such an extent as may be agreed.
- (e) The Contracting Parties shall assist each other in the procurement of materials required for their atomic energy research and development programmes.
- (f) The Authority shall provide, wherever possible, in their schools or in such other facilities of the Authority as may be agreed, or shall assist in obtaining elsewhere in the United Kingdom, training in subjects relevant to the Swedish atomic energy programme for students sponsored by the Government of Sweden.

(2) The field of collaboration outlined in this Article may be modified at any time by agreement between the Contracting Parties.

ARTICLE II

Subject to the rights of third parties, to the obligations entered into by either Contracting Party under any International Agreement, and to the applicable laws, regulations and licence requirements in force in Sweden and in the United Kingdom, Atomenergi and the Authority will make

available to each other unclassified information within the scope of the present Agreement which is in their possession either as the result of work based on information received under the present Agreement or otherwise, and will facilitate exchanges of such information between persons in Sweden and in the United Kingdom, provided that the transmission of information which is regarded by the person transmitting the information as being of commercial value shall only be made on such terms as may be agreed in each case.

ARTICLE III

(1) Any person receiving information under Article II shall have the right (save as may be specified in particular agreements made under that Article)—

- (a) to use it freely for his own purposes save that, if the information relates to an invention owned by the person transmitting the information and patented by him in the country of the person receiving it, the use, including communication to any third person, shall be subject to such terms as may be agreed between the persons concerned;
- (b) to communicate it to a third person, unless the person transmitting the information shall have stipulated to the contrary at the time of transmission. In the event of communication to a third person, the person so communicating the information shall be at liberty, subject to any patent rights of the person by whom the information was originally provided, to make whatever arrangements he wishes with that third person in respect of the use of the information and of the ownership of any results, including patentable inventions, which may be obtained from the use of the information.

(2) For the purposes of this Article "person" shall include Atomenergi and the Authority.

ARTICLE IV

It being the intention of the Contracting Parties that the information exchanged and the materials and equipment supplied shall be used solely for the promotion and development of the peaceful uses of atomic energy, the Contracting Parties shall, after the establishment of the International Atomic Energy Agency, consult with each other to determine in what respects, if any, they desire to modify the present Agreement. In particular, the Contracting Parties shall consult with each other to determine in what respects and to what extent they desire to arrange in respect of the present Agreement for the administration by the International Agency of those conditions, controls and safeguards required by the International Agency in connection with assistance rendered by it.

ARTICLE V

Until such time as the Contracting Parties have agreed in accordance with Article IV on arrangements for the administration of safeguards by the International Agency or have otherwise agreed the Government of Sweden undertake to ensure that—

- (a) any reactor, reactor component, or any uranium, thorium or plutonium of any isotopic composition obtained pursuant to the present Agreement or any plutonium or U-233 derived from the use of research reactors or fuel obtained pursuant to the present Agreement shall be employed solely in a research and development programme devoted wholly to the purpose of the present Agreement and that no part of it shall be diverted to any other use without the prior consent in writing of the Authority;

- (b) any fuel supplied by the Authority which may require chemical processing shall be delivered to the Authority for processing at prices to be agreed in each case or be processed in facilities approved by the Authority;
- (c) except as may be agreed between the Contracting Parties no alteration shall be made of the form and content of such fuel after its removal from the reactor and before its delivery to the Authority or to the facilities referred to in (b) of this Article;
- (d) records shall be maintained relating to burn-up of reactor fuel obtained pursuant to the present Agreement and power levels of operation of reactors using it and reports shall be made to the Authority on these subjects annually or at such other times as may be required in connection with processing of the irradiated fuel;
- (e) if the Authority so request, representatives of the Authority shall be permitted from time to time to inspect the condition and employment of any part of any fuel supplied pursuant to the present Agreement and to observe the operation of any reactor employing any part of such fuel. Such representatives may at the discretion of the Government of Sweden be accompanied by representatives of that Government.

ARTICLE VI

The Government of Sweden guarantee that—

- (a) the safeguards provided in Article V shall be maintained;
- (b) any reactor or reactor component, or other material transferred to the Government of Sweden or authorised persons under their jurisdiction, pursuant to the present Agreement, by lease, sale, or otherwise, or material derived from the use of any such reactor, reactor component or other material will be employed solely for the promotion and development of the peaceful uses of atomic energy and not for any military purpose;
- (c) no such reactor, reactor component or material will be transferred to unauthorised persons or beyond the jurisdiction of the Government of Sweden except with the prior consent in writing of the Authority.

ARTICLE VII

(1) Each Contracting Party undertakes to use its best efforts to ensure that any information (including design drawings and specifications) communicated pursuant to the present Agreement shall be accurate and complete but does not warrant the accuracy or completeness of such information.

(2) Neither Contracting Party accepts any responsibility for the use made of any such information, material, or equipment supplied pursuant to the present Agreement.

(3) Neither Contracting Party warrants, save as may be specified in particular contracts, the suitability of such information, material or equipment for any particular use or application.

ARTICLE VIII

Representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of the present Agreement.

ARTICLE IX

Subject to the provisions of the present Agreement and to consent of the Contracting Parties as may be required by the law of either Contracting Party in each particular case information may be transmitted, materials and equipment supplied, and services rendered within the scope of the present Agreement by persons under the jurisdiction of one Contracting Party to persons under the jurisdiction of the other.

ARTICLE X

The present Agreement shall enter into force on the date of signature and shall remain in force for a period of 10 years. Thereafter it may be renewed from time to time for such periods as may be agreed between the Contracting Parties.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at Stockholm this twentieth day of September, 1957, in the English language.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland:

R. M. A. HANKEY.

For the Government of Sweden:

ÖSTEN UNDÉN.

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