

No. 3388

**UNITED STATES OF AMERICA
and
SWITZERLAND**

**Agreement for co-operation concerning civil uses of atomic
energy. Signed at Washington, on 18 July 1955**

Official text: English.

Registered by the United States of America on 9 May 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
SUISSE**

**Accord de coopération concernant l'utilisation de l'énergie
atomique dans le domaine civil. Signé à Washington,
le 18 juillet 1955**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 9 mai 1956.

No. 3388. AGREEMENT¹ FOR CO-OPERATION BETWEEN THE UNITED STATES OF AMERICA AND SWITZERLAND CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 18 JULY 1955

Agreement for Cooperation between the Government of the United States of America and the Government of Switzerland relating to the sale and purchase of a research reactor, the exchange of information relating thereto, and the lease of special nuclear material.

Wherein it is mutually agreed as follows :

Article I

A. At the conclusion of the international conference on the peaceful uses of atomic energy sponsored by the United Nations and to be held in Geneva, Switzerland during August 1955, the Government of the United States of America, through the United States Atomic Energy Commission (hereinafter referred to as the "United States Commission") will sell to the Swiss Commission for Nuclear Research (hereinafter referred to as the "Swiss Commission") and the Swiss Commission, for the Government of Switzerland, will purchase the research type nuclear reactor which the Government of the United States of America will construct, locate, and operate in Geneva, Switzerland in connection with the aforesaid international conference, together with the reactor building, associated machinery, and exhibits.

B. The sale and purchase shall be consummated on an "as is, where is" basis, and the passage of title shall be evidenced by such documents as both Governments may deem appropriate.

C. The price of the reactor, reactor building, associated machinery, and exhibits to the Government of Switzerland shall be One Hundred Eighty Thousand dollars (\$180,000.00), payment to be made in United States currency at the time of passage of title.

D. It is understood and agreed that

(1) The sale and purchase shall not include fuel in the reactor or in Switzerland in connection with the operation of the reactor by the Government of the United States of America at the international conference and all reactor fuel made available to the Swiss Commission by the United States Commission shall be subject to the terms of Article III of this Agreement.

¹ Came into force on 18 July 1955, in accordance with article X.

(2) Any reactor fuel in excess of the limitations on quantity expressed in Article III of this Agreement, in Geneva, Switzerland at the conclusion of the international conference shall be returned to the United States of America by the United States Commission.

(3) In the event the Swiss Commission should decide to locate the reactor, reactor building, associated machinery, and exhibits at some location in Switzerland other than at its site in Geneva, after title thereto has passed to the Government of Switzerland, such relocation (including dismantling, shipment, reassembly, and start-up) shall be at the sole expense of the Government of Switzerland, and the Government of Switzerland, also at its expense, shall be responsible for restoring to its original condition the site in Geneva at which the reactor and reactor building were located by the Government of the United States of America.

Article II

Subject to the limitations of Article VI of this Agreement, the United States Commission will exchange with the Swiss Commission information relating to the reactor which is the subject of sale to the Swiss Commission and, particularly, information relating to

- A. The design, construction and operation of the reactor and its use as a research tool;
- B. Health and safety problems in the operation and use of the reactor;
- C. The use of radioactive isotopes produced in the reactor.

Article III

A. The United States Commission will lease to the Swiss Commission uranium enriched in the isotope U-235 as may be required as initial and replacement fuel in the operation of the reactor by the Swiss Commission and as required in experiments related thereto pertaining wholly to the development of the peaceful uses of atomic energy.

B. The quantity of uranium enriched in the isotope U-235 transferred by the United States Commission and in the custody of the Swiss Commission shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%), plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor while replaced fuel elements are radioactively cooling in Switzerland or while fuel elements are in transit, it being the intent of the United States Commission to make possible the maximum usefulness of the six (6) kilograms of material.

C. When any fuel elements containing U-235 leased by the United States Commission to the Swiss Commission require replacements, they shall be returned and delivered to the United States Commission at a site in the United States designated by the United States Commission at the expense of the Swiss Commission, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit. Except as may be mutually agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the United States Commission.

D. The lease of uranium enriched in the isotope U-235 shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed, and under the conditions stated in Articles VII and IX.

Article IV

Subject to the availability of supply and as may be mutually agreed, the United States Commission will sell or lease, through such means as it deems appropriate, to the Swiss Commission such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the operation of the reactor in Switzerland. The sale or lease of these materials shall be on such terms as may be agreed.

Article V

If, during the term of this Agreement, the Government of Switzerland, or authorized agencies (including the Swiss Commission), persons or organizations under its jurisdiction, desire to utilize the services of private persons or organizations under the jurisdiction of the Government of the United States of America in connection with the disassembling, relocation, assembling, start-up and operation and use of the reactor or in connection with research and development activities related thereto (including the sale and export of reactor materials), the United States Commission will authorize persons or organizations under the jurisdiction of the Government of the United States of America to perform such services within the limits of this Article and the subjects of agreed exchange of information provided in Article II and subject to

A. The limitations expressed in Article VI of this Agreement, and

B. All applicable laws, regulations and licensing requirements of the Government of the United States of America and the Government of Switzerland.

Article VI

Restricted Data shall not be communicated under this Agreement, and no materials or services shall be furnished under this Agreement to the Government

of Switzerland, its authorized agencies or nationals if the transfer of any such materials or the furnishing of any such services involves the communication of Restricted Data.

Article VII

The Government of Switzerland agrees that the reactor purchased from the Government of the United States of America shall be used solely for research purposes related to the development of the peaceful, beneficial, and humanitarian uses of atomic energy, and that it will maintain such safeguards as are necessary to assure that the uranium enriched in the isotope U-235 leased from the United States Commission and all other reactor materials purchased in the United States or leased from the United States Commission shall be used solely in the said reactor for such purposes. The Government of Switzerland agrees also that it will maintain such safeguards as are necessary to assure the safekeeping of any uranium enriched in the isotope U-235 which the Swiss Commission may lease from the United States Commission.

Article VIII

The Swiss Commission and the United States Commission will exchange information concerning the operation and use of the reactor and research conducted in connection therewith, including information relating to power levels of operation and burn-up of reactor fuels. Subject to the limitations of Article VI, special questions relating to the reactor may be discussed through personal contact between representatives of the Swiss Commission and the United States Commission.

Article IX

The Government of Switzerland guarantees that :

A. The safeguards undertaken in Article VII shall be maintained.

B. No material, including the reactor transferred to the Swiss Commission pursuant to this Agreement, by lease, sale or otherwise, will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and no such material, including the research reactor and special nuclear material leased to the Swiss Commission, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Switzerland.

Article X

A. This Agreement shall enter into force on July 18, 1955 and remain in force for five years until July 17, 1960, inclusively. At the expiration of this term, the Agreement shall be renewed automatically for another period of five (5)

years unless either the Government of the United States of America or the Government of Switzerland shall, upon three (3) months notice to the other Government, announce its intention to terminate the Agreement on the aforesaid expiration date.

B. At the expiration of this Agreement, or an extension thereof, the Government of Switzerland shall deliver to the Government of the United States of America all fuel elements containing reactor fuels and any other fuel material leased by the United States Commission. Such fuel elements and fuel materials shall be delivered to the United States Commission at a site in the United States designated by the United States Commission at the expense of the Government of Switzerland, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

Article XI

For purposes of this Agreement :

A. "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting chain reaction can be maintained. "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering; and the term does not include reactor designed for the production of power, for demonstrating the production of power, or primarily for the production of special nuclear material.

B. "The reactor" or "the research reactor" means the reactor to be constructed, located, and operated in Geneva, Switzerland by the Government of the United States of America in connection with the International Conference on the Peaceful Uses of Atomic Energy sponsored by the United Nations and to be held at Geneva, Switzerland in August 1955.

C. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category by the United States Commission.

D. "Atomic Weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

E. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the United States Commission may from time to time determine is special nuclear material; or (2) any material artificially enriched by any of the foregoing.

IN WITNESS WHEREOF, the duly authorized representatives of the Government of the United States of America and of the Government of Switzerland have signed this Agreement.

DONE at Washington in duplicate this eighteenth day of July 1955.

For the Government of the United States of America :

Walworth BARBOUR

Deputy Assistant Secretary of State for European Affairs

Lewis L. STRAUSS

Chairman, United States Atomic Energy Commission

For the Government of Switzerland :

F. SCHNYDER

Counselor of the Legation of Switzerland
