

No. 8059

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
SWITZERLAND**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at Berne, on 11 August 1964**

Official texts: English and French.

Registered by the United Kingdom of Great Britain and Northern Ireland on 28 January 1966.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
SUISSE**

Accord de coopération pour l'utilisation de l'énergie atomique à des fins pacifiques. Signé à Berne, le 11 août 1964

Textes officiels anglais et français.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 28 janvier 1966.

No. 8059. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE CONFEDERATION OF SWITZERLAND FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT BERNE, ON 11 AUGUST 1964

The Government of the United Kingdom of Great Britain and Northern Ireland on their own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as the Authority) and the Government of the Confederation of Switzerland (hereinafter referred to as the Swiss Government) ;

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 the provisions of this Agreement, the Contracting Parties shall collaborate with each other for the promotion and development of the peaceful uses of atomic energy in their respective countries in the following ways :

- (a) The Authority and the Swiss Government shall make available to each other unclassified information to the extent and in the manner specified in Article II.
- (b) The Authority and the Swiss Government shall facilitate exchanges of unclassified information between persons in the United Kingdom on the one hand and persons in Switzerland on the other hand with a view to forwarding the peaceful uses of atomic energy.
- (c) The Authority shall assist the Swiss Government or persons authorised by that Government in obtaining research and power reactors from the United Kingdom and in obtaining assistance in the design, construction and operation of such reactors.
- (d) The Authority shall sell, or shall assist the Swiss Government or persons authorised by that Government in purchasing from the United Kingdom, fuel for the operation of research and power reactors in Switzerland as set out in Article III.
- (e) The Authority shall process used fuel from research and power reactors operating in Switzerland, or shall assist the Swiss Government or persons authorised by

¹ Came into force on 5 August 1965 by the exchange of the instruments of ratification at London, in accordance with article XI (1).

that Government in arranging for such processing in the United Kingdom, to such an extent and on such commercial terms as may be agreed.

- (f) The Authority shall provide to the Swiss Government or to persons authorised by that Government, on commercial terms, assistance in the design, construction and operation of facilities for the manufacture of fuel in Switzerland and for the processing of used fuel in Switzerland or shall facilitate the procurement by the Swiss Government or by persons authorised by that Government of such assistance.
- (g) The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Government or by persons under their jurisdiction, of material, equipment and other requisites for the atomic energy research, development, and production programmes in their respective countries.
- (h) Each Contracting Party shall, wherever possible, assist students and trainees recommended by the other in obtaining training in subjects relevant to the peaceful uses of atomic energy.
- (i) The Contracting Parties may arrange for the provision of technical advice from the Authority to the Swiss Government or from the Swiss Government to the Authority, by the secondment of experts or in such other ways as may be agreed.

(2) The two Governments may agree on ways of collaborating for the promotion and the development of the peaceful uses of atomic energy additional to those enumerated in the preceding paragraph.

Article II

(1) 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 Switzerland and in the United Kingdom, the Authority and the Swiss Government will make available to each other unclassified research information concerning the peaceful uses of atomic energy which is or may in the future be at their disposal and is relevant to the present or any projected atomic energy programme in Switzerland or the United Kingdom, respectively.

(2) The transmission of information within the scope of this Agreement which is regarded by the person transmitting that information as being of commercial value shall be made only at such time and on such commercial terms and conditions as may be agreed in each case.

(3) The person receiving information under this Article shall have the right (save as may be specified in particular contracts made thereunder) :

- (a) to use it freely for his own purposes, save that if the information relates to an invention patented by the Authority or the Swiss Government in the country in which the invention is to be used, its use, including communication to any third party, shall be subject to such terms as may be agreed ;
- (b) to communicate it to a third party, 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 party, the person so communicating the information shall be at liberty, subject to any patent rights of the person by whom it was originally provided, to make whatever arrangements he wishes with that third party 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.

(4) For the purpose of this Article "person" shall mean the Authority or the Swiss Government, as the case may be.

Article III

(1) The Authority shall sell to the Swiss Government or to persons authorised by that Government, on commercial terms, or shall assist the Swiss Government or persons authorised by that Government in purchasing from the United Kingdom on commercial terms :

- (a) fuel of such quality and quantity as may be necessary for the efficient and continuous operation of research and power reactors obtained from the United Kingdom pursuant to this Agreement ;
- (b) to such an extent as may be agreed in particular contracts, fuel for the operation of other research and power reactors.

(2) Sales of fuel pursuant to paragraph (1) of this Article shall be subject to the following limitations and conditions :

- (a) that such fuel shall be used only in reactors obtained from the United Kingdom pursuant to this Agreement or, with the consent of the Authority, in other reactors whose design has been accepted in accordance with Article V (a) (i) of this Agreement ;
- (b) that 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 (2) (a) of this Article, together with such additional quantity for replacement as may be necessary for the efficient and continuous operation of such reactor or reactors ;
- (c) that when any such fuel has been discharged from any reactor after irradiation or has been discarded, or when any source material obtained from the United Kingdom and irradiated in any reactor employing any part of such fuel requires

processing or storing, it shall be delivered to the Authority or to processing or storage facilities accepted in accordance with Article V (a) (i) of this Agreement ;

- (d) that except as may be agreed between the Contracting Parties in any particular case, no alteration shall be made of the form and content of the fuel or source material to which sub-paragraph (2) (c) of this Article applies after its removal from a reactor and before its delivery to the Authority or to the facilities referred to in sub-paragraph (2) (c) of this Article ;
- (e) that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of the fuel and source material to which sub-paragraph (2) (c) of this Article applies ; and that such records shall be made available to the Authority when required by them.

Article IV

Since it is the intention of the Contracting Parties that the information exchanged and the material and equipment supplied shall be used solely for the promotion and development of the peaceful uses of atomic energy, the Contracting Parties will enter into consultations with the International Atomic Energy Agency at a time to be agreed, with a view to negotiating an agreement under which the controls and safeguards provided by this Agreement would be administered by the Agency.

Article V

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 Article IV of this Agreement :

- (a) Subject to the provisions of paragraph (d), 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 to the other Contracting Party or to persons under its jurisdiction pursuant to this Agreement, or in which any material supplied pursuant to this Agreement, or any special fissionable material derived from the use of such material or of equipment supplied pursuant to this Agreement is to be employed, processed or stored, only from the viewpoint of assuring that it will not further any military purpose, and that it will permit effective application of the provisions of this Agreement ; provided that, subject to their responsibilities to the Contracting Party appointing

them, 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, 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 Articles III (2) and VI and VII of this Agreement, and shall be permitted to make their own measurement for these purposes. Such representatives shall be accompanied, if either Contracting Party so requests, by representatives appointed by the other Contracting Party, provided that they shall not thereby be delayed or otherwise impeded in the exercise of their functions. Subject to their responsibilities to their Governments pursuant to the provisions of this Article, representatives and other officials under the jurisdiction of either Contracting Party who by reason of their official duties arising from the provisions of this Article might acquire any industrial secret or other confidential information shall not make any disclosure of such information.
- (b) Each Contracting Party undertakes to ensure that the other Contracting Party is enabled to exercise the rights provided for in paragraph (a) of this Article.
 - (c) Each Contracting Party undertakes that such operating records shall be maintained as may be necessary to ensure that an accurate account shall 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 that such records shall be made available to the other Contracting Party when required by it.
 - (d) The provisions of paragraph (a) of this Article shall not apply in respect of material supplied pursuant to this Agreement when such material is returned solely for the purpose of processing, reprocessing or testing to the Contracting Party which supplied it, provided that :
 - (i) the Contracting Party to which such material is returned for such purposes makes available for inspection by the other Contracting Party an amount of material at least equal to that returned (with due allowance for processing losses) and not otherwise subject to safeguards ; or
 - (ii) the quantity of material so returned is not at any time in excess of :
10 metric tons of natural uranium or depleted uranium with a U.235 content of 0.5% or more,

20 metric tons of depleted uranium with a U.235 content of less than 0.5%,

20 metric tons of thorium, or in the case of special fissionable material 1,000 grammes of plutonium, U.233 or fully enriched uranium or its equivalent, or such quantities as the Board of Governors of the International Atomic Energy Agency may from time to time determine for the purpose of suspension from safeguards administered by the Agency.

Article VI

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 receiving such material or equipment and of persons under the jurisdiction of that Party and authorised by that Party, provided that :

- (a) such special fissionable material shall be used only for peaceful purposes either for research or in reactors existing, under construction, or projected, to be 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 Article V 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 Article IV of this Agreement :
 - (i) any excess of such special fissionable material over what is needed for the purposes stated in paragraph (a) of this Article shall be deposited in stores accepted in accordance with Article V (a) (i) and agreed between the Contracting Parties until it is required for the purposes stated in paragraph (a) of this Article ;
 - (ii) if a Contracting Party wishes to sell any such excess special fissionable material, the other Party shall have the option to purchase on terms to be agreed the whole or any part of such excess, for use for peaceful purposes only ;
 - (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.

Article VII

Each Contracting Party undertakes to ensure that :

- (a) any material or equipment obtained pursuant to this Agreement or 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 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 obtained pursuant to this Agreement will, when not actually being used for peaceful purposes, be held with adequate safety and security precautions in stores accepted in accordance with Article V (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 will be dealt with in accordance with the provisions of Article VI of this Agreement.

Article VIII

(1) 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 Government or the Authority :

- (a) with regard to the accuracy or completeness of any information communicated pursuant to this Agreement ;
- (b) for the consequences of the use made of such information, material or equipment supplied pursuant to this Agreement ; or
- (c) with regard to the suitability of such information, material or equipment for any particular use or application.

(2) The Contracting Parties recognise the desirability of implementing as soon as possible internationally agreed measures for the provision of compensation and financial protection against damage caused by the peaceful uses of nuclear energy. Pending the implementation of such measures :

- (a) the Swiss Government shall indemnify and hold harmless the Government of the United Kingdom and the Authority 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 fuel supplied pursuant to Article III of this Agreement after it has been taken in charge by the Swiss Government or persons authorised by that Government.
- (b) the Authority shall indemnify and hold harmless the Swiss Government 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 or of special fissionable material derived from such fuel after it has been taken in charge by the Authority in accordance with arrangements made under Article III (2) (c) or Article VI (c) (ii) of this Agreement.

Article IX

Representatives of the Contracting Parties shall meet from time to time to consult with each other on matters arising out of the application of this Agreement, including any questions concerning the interpretation of the definitions, in Article X of "equipment" and "material".

Article X

For the purpose of this Agreement :

"Derived" means derived by one or more processes.

"Equipment" means major items of machinery, plant or instrumentation, or major components thereof, specially suitable for use in an atomic energy programme.

"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.

"Material" means fuel, source material, special fissionable material, heavy water, graphite of nuclear quality, and any other substance which by reason of its nature or purity is specially suitable for use in nuclear reactors.

"Person" means natural persons, any body of persons, corporate or unincorporated, public or private institution, Government agency or Government corporation, but excluding the two Governments and the Authority, except for the purposes of Article II and Article XII (3).

"Power reactor" means a nuclear reactor designed or adapted for the production of electrical or other power.

"Research reactor" means a nuclear reactor designed for use in scientific or technical experiments, including the testing of materials, and not adapted for the production of electrical or other power.

"Source material" and "special fissionable material" have the meanings assigned to them in the Statute of the International Atomic Energy Agency.¹

"Unclassified" means not classified as confidential, secret or top secret by either of the Contracting Parties.

"Used fuel" means fuel which has been irradiated in a reactor, or which has been discarded without being irradiated.

Article XI

(1) This Agreement shall be subject to ratification. Instruments of ratification shall be exchanged in London and the Agreement shall enter into force on the exchange of instruments of ratification.

(2) The Agreement shall remain in force for a period of ten years, provided that Articles III (2), IV, V, VI, VII and VIII shall remain in force thereafter for the duration of any contracts made pursuant to the Agreement. It may be renewed from time to time for such periods as may be agreed by the Contracting Parties.

Article XII

(1) 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 Article IV of this Agreement, either Contracting Party shall have the right, in the event of any breach of the provisions of Article III (2) or Article VI or of any failure on the part of the other Contracting Party to carry out undertakings in Article V or Article VII, to call upon the other Contracting Party to take corrective steps. If such corrective steps are not taken within a reasonable time, this Agreement may be terminated by notification in writing to such other Contracting Party.

(2) If the Contracting Parties are unable to reach agreement on the holding of consultations for which provision is made in Article IX or if the Contracting Parties are unable to reach agreement as a result of such consultations or of the consultations for which provision is made in Article IV, either Contracting Party may by notification in writing to the other Contracting Party terminate the present Agreement three months after the date of the notification.

(3) On termination of this Agreement by notification under paragraphs (1) and (2) of this Article, either Contracting Party may require the termination of contracts made in pursuance of the present Agreement and the return of any fuel or other special fissionable material supplied pursuant to this Agreement, subject

¹ United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.

to payment to the person (including either Government or the Authority, 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.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Berne, this eleventh day of August, 1964 in the English and French languages, both texts being equally authoritative.

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

F. G. KENNA GALLAGHER

For the Government
of the Confederation of Switzerland :

U. HOCHSTRASSER