

No. 9575

FINLAND
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

**Agreement for co-operation in the peaceful uses of atomic energy
(with exchange of notes). Signed at Helsinki on 24 May
1968**

Authentic texts of the Agreement: Finnish and English.

Authentic text of the exchange of notes: English.

Registered by Finland on 17 May 1969.

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

**Accord de coopération pour l'utilisation de l'énergie atomique
à des fins pacifiques (avec échange de notes). Signé à
Helsinki le 24 mai 1968**

Textes authentiques de l'Accord: finnois et anglais.

Texte authentique de l'échange de notes: anglais.

Enregistré par la Finlande le 17 mai 1969.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF FINLAND FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “ the Government of the United Kingdom ”) and the Government of the Republic of Finland (hereinafter referred to as “ the Government of Finland ”);

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

Desiring to promote collaboration between their respective competent authorities;

Have agreed as follows:

Article I

1. Subject to the provisions of this Agreement, to the availability of material and personnel, to the rights of third persons, and to the applicable laws, regulations and licence requirements in force in the United Kingdom and in Finland, the Contracting Parties shall assist each other in the promotion and development of the peaceful uses of atomic energy in their respective countries.

2. The competent authorities of the Contracting Parties shall collaborate, by such means as may be agreed, in the peaceful uses of atomic energy.

Article II

Pursuant to Article 1 and without excluding other forms of assistance and co-operation which fall within the terms of that Article:

¹ Came into force on 20 February 1969, i.e., thirty days after the date on which the Government of the United Kingdom of Great Britain and Northern Ireland had received written notification that the Government of Finland had complied with all constitutional procedures required to that effect, in accordance with article 8.

1. The Authority shall, on request, and on such terms as may be agreed:
 - (a) supply or assist the Government of Finland, or persons under their jurisdiction authorised by them, in obtaining on commercial terms from the United Kingdom, for the peaceful uses of atomic energy in Finland, power and research reactors, equipment and materials, and assistance in the design, construction and operation of power and research reactors of types developed in the United Kingdom;
 - (b) co-operate with Finnish industry and utilities in building power and research reactors of types developed in the United Kingdom, and in the provision of equipment associated therewith;
 - (c) sell to the Government of Finland or to persons under their jurisdiction authorised by them, for delivery over such periods as may be agreed in particular contracts, fuel or source or special fissionable material of such quality and quantity as may be necessary for the efficient and continuing operation of reactors referred to in sub-paragraph (a) or (b) above, or provide enrichment services to the extent necessary for the operation of each such reactor;
 - (d) process after use fuel or source or special fissionable material supplied or enriched under sub-paragraph (c) above; and
 - (e) assist the Government of Finland, or persons under their jurisdiction authorised by them, to design and construct plant in Finland for the manufacture of fuel;

2. The Government of Finland may, on request and to such extent as may be agreed, authorise, when necessary, Finnish industry and utilities to supply to the Authority, or to persons under the jurisdiction of the Government of the United Kingdom authorised by them, on such terms as may be agreed in particular contracts, equipment and materials for the peaceful uses of atomic energy in the United Kingdom;

3. In addition the Authority may contract with the Government of Finland or persons under their jurisdiction authorised by them, on such terms and to such extent as may be agreed, to sell fuel or source or special fissionable material for the operation of reactors in Finland other than those referred to in sub-paragraph 1 (a) or 1 (b) above, to reprocess fuel from such reactors, and to sell other material and enrichment services for the peaceful uses of atomic energy in Finland.

Article III

1. The competent authorities of the Contracting Parties shall make arrangements between themselves for the exchange of information relevant to the peaceful uses of atomic energy in their respective countries.

2. (a) Information supplied under this Agreement may be freely used in the country of the recipient unless the party transmitting the information requests otherwise in any particular case; if, however, the information relates to inventions which are under the protection of the patent laws of the recipient's country, the use of such information, including its communication to any third party, shall be subject to terms to be agreed in each case.

(b) The exchange of information which is regarded by the party transmitting it as being of commercial value shall be subject to such terms as may be agreed.

3. The competent authorities of the Contracting Parties shall wherever practicable promote contacts between scientists and engineers and assist students and trainees recommended by the other in obtaining training and experience in nuclear science, engineering and other related subjects relevant to the peaceful uses of atomic energy.

Article IV

Each Contracting Party shall ensure that the reactors, major components of reactors, fuel and other material transferred to its jurisdiction under this Agreement, and special fissionable material derived from the use thereof,

(a) shall be used only for peaceful purposes;

(b) shall, within its jurisdiction, be transferred only to persons authorised by it; and

(c) shall not be transferred beyond its jurisdiction without the prior consent of the other Contracting Party.

Article V

1. The Contracting Parties, recognising the importance of making use of the services of the International Atomic Energy Agency, shall as soon as possible enter into joint negotiations with the Agency with the objective of arranging for safeguards designed to ensure the fulfilment of the obligations which arise under sub-paragraph (a) of Article IV to be administered in accordance with agreements to be concluded by them with the Agency.

2. If the Government of Finland, before such time as the provisions of paragraph 1 above have been put into effect, have at their request entered into an agreement in accordance with Article III A 5 of the Statute¹ of the International Atomic Energy Agency whereby the Agency's Safeguards System for the time being in force is applied or is to be applied to Finland's activities in the field of atomic energy, the Government of Finland may, on notifying the Government of the United Kingdom that the above mentioned agreement would apply to all items subject to the undertakings of the Government of Finland in Article IV, require the Government of the United Kingdom to enter into consultations with a view to providing for the suspension of paragraph 1 above. The Government of the United Kingdom undertake, in these circumstances, to make at the appropriate time arrangements consistent with the objective set out in paragraph 1 above to cover the transfer to the United Kingdom of any items subject to their undertakings in Article IV. If such an agreement as is referred to above is entered into by the Government of Finland after the provisions of paragraph 1 above have been put into effect, the present paragraph shall also apply with the necessary modifications.

3. Should at any time safeguards not be administered in accordance with paragraphs 1 or 2 above, each Government shall have the right to administer safeguards to the same end based on the procedures set forth in the Agency's Safeguards System for the time being in force. The two Governments shall consult with and assist each other in the application of these safeguards.

Article VI

1. Contracts made pursuant to this Agreement may contain such guarantees as are agreed in specific cases. Save as may be provided in such contracts:

- (a) the Contracting Parties and their competent authorities undertake to use their best efforts to ensure that any information (including design drawings and specifications) communicated pursuant to this Agreement shall be accurate and complete but do not warrant the accuracy or completeness of such information;
- (b) subject to paragraph 2 below, neither Contracting Party nor its competent authorities accepts any responsibility for the consequences of the use made in the country of the recipient of any information, equipment or material supplied pursuant to this Agreement;

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

(c) neither Contracting Party nor its competent authorities warrants 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 atomic energy. The Contracting Parties take note that such measures have been implemented in the United Kingdom by virtue of the Nuclear Installations Act 1965; pending the implementation of such measures by the Government of Finland:

(a) the Government of Finland shall indemnify and hold harmless the Government of the United Kingdom against any and all liability (including third party liability) which may fall upon the Government of the United Kingdom or any person under their jurisdiction in respect of nuclear incidents involving material obtained under this Agreement, or reactors obtained wholly or partly under this Agreement, after such material or reactors have been taken in charge by or on behalf of the Government of Finland or persons under their jurisdiction authorised by them, or against similar liability in respect of special fissionable material derived from the use of such material or reactors;

(b) the Government of the United Kingdom shall indemnify and hold harmless the Government of Finland against any and all liability (including third party liability) which may fall upon the Government of Finland or any person under their jurisdiction in respect of nuclear incidents involving material falling within the terms of this Agreement after it has been taken in charge by or on behalf of the Authority or any other person under the jurisdiction of the Government of the United Kingdom authorised by them, in relation to such incidents in respect of which compensation is not available under the United Kingdom legislation referred to above;

(c) the indemnities provided for in subparagraphs (a) and (b) above shall not exceed in respect of any one incident the amount of 120 million units of account.

Article VII

For the purposes of this Agreement:

“ Agency ” means the International Atomic Energy Agency;

“ Authority ” means the United Kingdom Atomic Energy Authority;

“ competent authority ” means, in the case of Finland, the Ministry of Commerce and Industry or its authorised representative, and, in the case of the United Kingdom, the Authority, and, in either case, such other bodies as may from time to time be designated by the Contracting Party concerned;

“ 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 atomic energy programme;

“ Fuel ” means any substance, or combination of substances, which is prepared for use in a reactor for the purposes 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 an atomic energy programme;

“ Nuclear incident ” has the meaning assigned to it in the internationally agreed measures for the provision of compensation and financial protection against damage caused by the peaceful uses of atomic energy;

“ Person ” means any natural or legal person, any unincorporated body of persons, public or private institution, Government agency or Government corporation;

“ 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 Agency;

“ Unit of account ” means the equivalent of 0,88867088 grammes of fine gold;

“ Used fuel ” means fuel which has been irradiated in a reactor.

Article VIII

1. This Agreement shall enter into force 30 days after the date on which the Government of the United Kingdom have received written notification that the Government of Finland have complied with all constitutional requirements for its entry into force.

2. Articles I, II, III and X of this Agreement shall expire after a period of thirty years after its entry into force, unless renewed by agreement between the Contracting Parties. The remaining Articles shall continue in force thereafter for the duration of any contracts made pursuant to this Agreement before that date, and shall continue in force thereafter until terminated by agreement between the Contracting Parties with regard to:

- (a) special fissionable material that has been derived during the term of this Agreement from the use of any reactor, major component of a reactor, fuel or other material supplied under this Agreement, and
- (b) fuel and other source or special fissionable material that have been supplied under this Agreement.

Article IX

1. Except at such times as safeguards are administered in accordance with paragraph 1 or 2 of Article V of this Agreement, each Contracting Party shall have the right, in the event of any failure on the part of the other Contracting Party to carry out its undertaking in Article IV or Article V, to call upon the other Contracting Party to take corrective steps. If such corrective steps are not taken within a reasonable time, the Contracting Party requiring such corrective steps shall have the right to terminate this Agreement by notification in writing addressed to the other Contracting Party.

2. On termination of this Agreement by notification under this Article, each Contracting Party shall have the right to require the termination of any contracts made under it, and the transfer to its jurisdiction of any source or special fissionable material that is subject to the undertakings of the Contracting Party under Article IV at the date of termination, upon payment therefor at prices current at that date.

Article X

1. 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.

2. The Contracting Parties, or where appropriate their respective competent authorities, may agree on forms of assistance and collaboration in the development of the peaceful uses of atomic energy other than those enumerated in Articles II and III of this Agreement.

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

DONE in duplicate at Helsinki this 24th day of May 1968 in the English and Finnish languages, both texts being equally authoritative.

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

For the Government of the Republic of Finland:
Paul GUSTAFSSON

EXCHANGE OF NOTES

I

Helsinki, 24 May 1968

Your Excellency,

I have the honour to refer to the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Finland for Co-operation in the Peaceful Uses of Atomic Energy (hereinafter referred to as "the Agreement for Co-operation").

As Your Excellency is aware, Her Majesty's Government share the desire of the Government of Finland for an early conclusion of a treaty to prevent the proliferation of nuclear weapons. Your Excellency will also be aware that the United Kingdom has applied to become a member of the European Atomic Energy Community under the terms of Article 205 of the Treaty¹ establishing that Community.

In connexion with these matters, I have, on instruction from Her Majesty's Principal Secretary of State for Foreign Affairs, to propose an agreement between our respective Governments on the following terms:

The Contracting Parties shall consult together on either State's becoming party to a treaty to prevent the proliferation of nuclear weapons and the Agreement for Co-operation shall, if necessary, be amended so as to be consistent with such a treaty.

In the event of the adherence of the United Kingdom to the Treaty establishing the European Atomic Energy Community signed at Rome on March 25, 1957, or to any treaty which might replace it, either Party may, if it considers it necessary, require the other Party to enter into consultation to ensure the continuation of the obligations arising from the Agreement for Co-operation, it being the understanding of the Parties that the said consultation will not have any effect on contracts entered into earlier under the Agreement for Co-operation.

If this proposal is acceptable to the Government of Finland, I have the honour to propose that this Note, together with your Government's reply

¹ United Nations, *Treaty Series*, Vol. 298, p. 167.

to that effect, should be regarded as constituting an agreement between the two Governments in this matter on the above terms, which, as provided in Article VIII (1) of the Agreement for Co-operation, shall come into effect on the date of entry into force of the Agreement.

I avail myself etc.

David SCOTT FOX

II

Helsinki, May 24, 1968

Your Excellency,

I have the honour to acknowledge receipt of your note of May 24, 1968, regarding certain questions associated with the Agreement between the Government of the Republic of Finland and the Government of the United Kingdom of Great Britain and Northern Ireland for Co-operation in the Peaceful Uses of Atomic Energy signed at Helsinki today, which note reads as follows:

[See note I]

In reply I have the honour to confirm to you that the proposals set forth in your note are acceptable to the Government of Finland and that the Government of Finland agree that your note and this reply constitute an agreement between the two Governments in this matter on the above terms.

I avail myself etc.

Paul GUSTAFSSON

For the Government of the Republic of Finland
