

No. 10040

**FINLAND
and
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement concerning co-operation in the peaceful uses of
atomic energy. Signed at Helsinki on 14 May 1969**

Authentic texts: Finnish and Russian.

Registered by Finland on 26 November 1969.

**FINLANDE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord de coopération pour l'utilisation de l'énergie atomique
à des fins pacifiques. Signé à Helsinki le 14 mai 1969**

Textes authentiques: finnois et russe.

Enregistré par la Finlande le 26 novembre 1969.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF FINLAND AND THE GOVERNMENT OF
THE UNION OF SOVIET SOCIALIST REPUBLICS CON-
CERNING CO-OPERATION IN THE PEACEFUL USES
OF ATOMIC ENERGY

The Government of the Republic of Finland (hereinafter referred to as “the Government of Finland”) and the Government of the Union of Soviet Socialist Republics (hereinafter referred to as “the Government of the Soviet Union”),

Desiring to enter into co-operation in the expansion and development of the peaceful uses of atomic energy,

Having regard to the contacts that have taken place up to the present time between the competent authorities and scientists of the two countries in the matter of the peaceful uses of atomic energy,

Desiring further to expand those contacts and to bring about closer co-operation between the competent authorities,

Considering that both Governments endorse the principles of the Treaty on the Non-Proliferation of Nuclear Weapons,²

Have agreed as follows:

Article 1

The Contracting Parties shall, through their competent authorities, co-operate in the expansion and development of the peaceful uses of atomic energy in accordance with this Agreement, taking into account the possibilities of procuring materials, the availability of personnel and the rights of third persons as well as the laws, regulations and requirements concerning special authorizations in force in Finland and in the Soviet Union. This co-operation shall be implemented in forms to be agreed upon separately and in accordance with the provisions of the Treaty on the Non-Proliferation of Nuclear Weapons.

Article 2

Pursuant to article 1 of this Agreement and within the limits defined by it, but not excluding other forms of co-operation:

¹ Came into force on 28 September 1969, thirty days after the exchange of the instruments of ratification, which took place at Moscow on 29 August 1969, in accordance with article 9.

² United Nations, *Treaty Series*, vol. 729, No. I - 10485.

1. The Soviet Union may, at the request of the Government of Finland or of persons duly authorized by it who are under its jurisdiction, and under conditions which may be agreed upon separately :

- a. Supply reactors, equipment and materials to the Government of Finland or to persons duly authorized by it who are under its jurisdiction for the purposes of the peaceful use of atomic energy in Finland, or provide assistance in obtaining them from the Soviet Union on a commercial basis, and also provide assistance in the designing, building and operation of reactors of various types developed in the Soviet Union;
- b. Sell to the Government of Finland, or to persons duly authorized by it who are under its jurisdiction, fuel, source material or special fissionable material in the form and in the quantities necessary to ensure the efficient and continuous operation of the reactors referred to in sub-paragraph 1 (a), for delivery at a specific time or within a specific period of time which may be agreed upon in agreements concluded separately;
- c. Reprocess, after operation, fuel or enriched fuel, source material or special fissionable material supplied in accordance with sub-paragraph 1 (b);
- d. Provide assistance to the Government of Finland, or to persons duly authorized by it who are under its jurisdiction, in the designing and building of installations for the production of fuel in Finland.

2. The Government of Finland may, at the request of the competent authorities of the Soviet Union, authorize persons under its jurisdiction, in cases where special authorization is deemed necessary, to supply to the Soviet Union, under conditions and in quantities which may be agreed upon in agreements concluded separately, equipment and materials, with the exception of nuclear materials, for purposes of the peaceful use of atomic energy in the Soviet Union.

3. The Soviet Union may, at the request of the Government of Finland or of persons duly authorized by it who are under its jurisdiction, provide, on commercial terms which may be agreed upon separately, services connected with the enrichment of uranium for purposes of the peaceful use of atomic energy in Finland.

In addition, the Soviet Union may sell nuclear material for scientific purposes in small quantities and under conditions which shall be agreed upon separately.

Article 3

1. The competent authorities of the Contracting Parties shall exchange non-secret scientific and technical information, such as special research, reports,

designs, models, etc., relating to the peaceful use of atomic energy in the two countries.

2. Information transmitted under the terms of this Agreement may be freely used in the country of the recipient, save as otherwise specially stipulated by the Party transmitting the information. Information protected by patents may be transmitted only within the limits defined by the law of each country.

3. The exchange of information having commercial value shall be effected in each individual case on specially agreed commercial terms, with due regard for the rights of third persons.

Article 4

Each Government shall ensure that reactors, sub-assemblies of reactors, fuel and other materials transferred to its jurisdiction in accordance with this Agreement and also special fissionable material obtained as a result of their operation:

- a. Are used solely for peaceful purposes;
- b. Are transferred within its sphere of jurisdiction only to authorized persons;
- c. Are transferred outside its sphere of jurisdiction with the consent of the other Contracting Party; in cases where the control system of the Agency in effect at any given time so requires, the control regulations approved by the Agency shall be applied in respect of them after they are transferred.

Article 5

1. The Contracting Parties shall request the International Atomic Energy Agency to assume forthwith the task of exercising control, in accordance with the control principles of the Agency, over the peaceful use of nuclear material and installations supplied to Finland pursuant to this Agreement and shall take the necessary steps to conclude an appropriate agreement with the Agency. Upon the entry into force of the said agreement, the Government of Finland and the Government of the Soviet Union shall arrange for the suspension of the control rights provided for in article 6 of this Agreement for such period and to such extent as the Agency assumes the obligations in question.

2. In the event that the Government of Finland at its own request concludes an agreement with the Agency in the spirit of the Treaty on the Non-Proliferation of Nuclear Weapons, pursuant to article III, paragraph A (5), of the Statute¹ of

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

the Agency, the Government of Finland and the Government of the Soviet Union shall consult concerning the extent to which the provisions of the agreement concluded between the Government of Finland and the Agency satisfy the provisions on control contained in article 5, paragraph 1. The Government of Finland and the Government of the Soviet Union shall arrange for the suspension of the control rights provided for in article 6 of this Agreement for such period and to such extent as the Agency assumes the obligations in question, it being understood that the system of control by the Agency provided for in the above-mentioned agreement shall be applied, for the period concerned, in respect of the nuclear material and installations provided for in this Agreement.

Article 6

The Government of Finland and the Government of the Soviet Union, noting that materials and installations received under the terms of this Agreement are to be used solely for peaceful purposes, may agree, in the event that the control provided for in article 5 cannot be exercised by the International Atomic Energy Agency, that the Government of Finland and the Government of the Soviet Union shall undertake the task of exercising control, in accordance with the principles of the Agency control system in effect at that time, over materials and installations in respect of which control by the Agency is provided for. However, the said control may be exercised only after a separate agreement concerning control procedures is arrived at by the Contracting Parties.

Article 7

1. Subsequent agreements concluded on the basis of this Agreement may contain any necessary guarantees, which shall be agreed upon in each individual case. Save as otherwise provided in these agreements:

- a.* The Contracting Parties and their competent authorities undertake to do everything possible to ensure the accuracy and completeness of information transmitted in accordance with this Agreement (including design drawings and specifications), without, however, guaranteeing the accuracy and completeness of such information;
- b.* Bearing in mind paragraph 2 below, neither Contracting Party shall be liable for any consequences arising from the use of information transmitted or of material or equipment transferred in accordance with this Agreement, nor shall its competent authorities be liable therefor;
- c.* Neither Contracting Party shall guarantee the suitability of such information, material or equipment for any other use, nor shall its competent authorities give such a guarantee.

2. In the event of nuclear accidents connected with the peaceful use of atomic energy under the terms of this Agreement, the Contracting Parties agree:
- A. That the Government of Finland shall release the Government of the Soviet Union and any person under its jurisdiction from any liability and obligation to pay damages (including liability towards a third person) affecting the Government of the Soviet Union or the above-mentioned person in respect of nuclear damage caused by nuclear accidents of the following kinds:
- (a) Accidents occurring in a reactor supplied to Finland wholly or in part on the basis of this Agreement, or attributable to material received on the basis of this Agreement or to a radio-active product obtained as a result of the use of such reactor or material, and
 - (b) Accidents occurring at a time when the reactor or the material or radio-active product causing the damage was in the possession of the Government of Finland or of persons under its jurisdiction;
- B. That the Government of the Soviet Union shall release the Government of Finland and any person under its jurisdiction from any liability and obligation to pay damages (including liability towards a third person) affecting the Government of Finland or the above-mentioned person in respect of nuclear damage caused by nuclear accidents of the following kinds:
- (a) Accidents occurring in a reactor supplied to the Soviet Union wholly or in part on the basis of this Agreement, or attributable to material received on the basis of this Agreement or to a radio-active product obtained as a result of the use of such reactor or material, and
 - (b) Accidents occurring at a time when the reactor or the material or radio-active product causing the damage was in the possession of the Government of the Soviet Union or of persons under its jurisdiction.

Article 8

For the purposes of this Agreement:

“ The Agency ” means the International Atomic Energy Agency;

“ The competent authorities ” means, in the case of Finland, the Ministry of Trade and Industry or an authorized representative of the said Ministry and, in the case of the Soviet Union, the Ministry of Foreign Trade of the USSR, the State Committee for Foreign Economic Relations of the Council of Ministers of the USSR and the State Committee on the Use of Atomic Energy of the USSR;

“ Obtained ” means obtained by means of one or more processes ;

“ Installations ” means aggregates of machinery and apparatus, such as, for example, reactor installations and installations for the production or processing of fuel, which are designed as complex working units and in which source material, fuel or special fissionable material is used or processed;

“ Equipment ” means machinery, apparatus or sub-assemblies thereof which are employed exclusively for operations relating to the peaceful uses of atomic energy;

“ Fuel ” or “ nuclear fuel ” means a substance or combination of substances produced for use in a reactor to effect a self-sustaining chain fission reaction;

“ Material ” means fuel, source material, special fissionable material, heavy water, pure graphite and all other substances which by reason of their quality or purity are suitable exclusively for operations relating to the peaceful uses of atomic energy;

“ Radio-active product ” means a radio-active substance other than nuclear fuel, and also radio-active waste, if the substance or waste was obtained in the process of the production or use of nuclear fuel or became radio-active as a result of irradiation occurring in connexion with the production or use of such fuel;

“ Nuclear damage ” means, in the first instance, damage caused by the radio-active properties of nuclear fuel or a radio-active product or by a combination of such properties with poisonous, explosive or other dangerous properties of a substance or product, and, in the second instance, damage caused by ionizing radiation from a source of radiation in the nuclear installations other than nuclear fuel or a radio-active product;

“ Nuclear accident ” means an event, or a series of events originating from the same source, which causes nuclear damage;

“ Person ” means an individual or body corporate, a private or public organization, a State institution or enterprise;

“ Reactor ” means a nuclear reactor designed for use in scientific or technical research, including the testing of materials, or intended for the production of electric or other power;

“Source material” and “special fissionable material” have the same meanings as are given to them in the Statute of the Agency;

“Nuclear material” means source material and special fissionable material.

Article 9

1. This Agreement is subject to ratification and shall enter into force thirty days after the exchange of the instruments of ratification.

2. Articles 1, 2, 3 and 11 of this Agreement shall cease to have effect on the date of the expiry of thirty years after its entry into force unless their validity is extended by agreement between the Contracting Parties. The other articles shall remain in force thereafter throughout the period of validity of all agreements concluded pursuant to this Agreement before the aforementioned date and shall be valid until such time as they are abrogated by agreement between the Contracting Parties. This relates to:

- (a) Special fissionable material obtained as a result of the use of a reactor, sub-assemblies of a reactor, fuel or other materials received on the basis of this Agreement;
- (b) Fuel and other source material or special fissionable material received on the basis of this Agreement.

Article 10

1. Save during any period of time when control is being exercised in accordance with article 5 of this Agreement, each Contracting Party shall, in the event of failure by the other Contracting Party to fulfil the obligations referred to in articles 4 and 6 of the Agreement, have the right to require the other Contracting Party to take steps to fulfil the obligations provided for in the said articles. If such steps are not taken within a reasonable period of time, the Contracting Party requiring them shall have the right to terminate this Agreement by giving the other Contracting Party notice to that effect in writing.

2. A Contracting Party which terminates this Agreement by giving notice in accordance with this article shall have the right to require the termination of all agreements concluded pursuant to it and the return to its jurisdiction of all source material and special fissionable material to which the obligations on the part of the other Contracting Party provided for in articles 4 and 6 are applicable on the date of the termination of the Agreement, together with payment therefor at the price prevailing on the said date.

Article 11

1. The Contracting Parties consider that the practical implementation of co-operation under this Agreement will be arranged for in the agreements to be concluded separately.

2. Representatives of the Contracting Parties shall meet periodically to discuss matters relating to the application of this Agreement.

3. The Contracting Parties or, where necessary, their competent authorities may agree upon forms of co-operation in the development of the peaceful uses of atomic energy other than those enumerated in articles 2 and 3 of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized for the purpose by their respective Governments, have signed this Agreement.

DONE at Helsinki on 14 May 1969, in duplicate in the Finnish and Russian languages, both texts being equally authentic.

For the Government of the Republic of Finland:
Paul GUSTAFSSON

For the Government of the Union of Soviet
Socialist Republics:
A. PETROSYANTS
