

**No. 10798**

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**FINLAND  
and  
SWEDEN**

**Agreement concerning co-operation in the peaceful uses of  
atomic energy. Signed at Stockholm on 15 October 1968**

*Authentic texts: Finnish and Swedish.*

*Registered by Finland on 23 October 1970.*

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**FINLANDE  
et  
SUÈDE**

**Accord de coopération concernant l'utilisation de l'énergie  
atomique à des fins pacifiques. Signé à Stockholm le  
15 octobre 1968**

*Textes authentiques: finnois et suédois.*

*Enregistré par la Finlande le 23 octobre 1970.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF FINLAND AND THE GOVERNMENT OF SWEDEN CONCERNING CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

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The Government of Finland and the Government of Sweden,

Desiring further to strengthen Nordic co-operation in the spirit of the Helsinki Agreement,

Having regard to the special co-operation in the field of atomic energy already initiated through the Nordic liaison body for atomic energy questions,

Recognizing the advantages of effective co-operation in matters relating to the supply of power in connexion with the use of atomic energy,

Conscious of the usefulness of co-operation between industries and research institutions in this and other fields,

Desiring to promote co-operation between the two countries and their competent authorities,

Have agreed as follows:

*Article 1*

1. Subject to the provisions of this Agreement, to the availability of materials and personnel, to the rights of third parties and to the laws, regulations and licence requirements in force in Finland and Sweden, the Contracting Parties shall co-operate with and assist each other in the promotion and development of the peaceful uses of atomic energy in their respective countries.

2. The co-operation and assistance provided for in this Agreement shall be carried out under such terms and conditions as may be agreed upon separately.

*Article 2*

Pursuant to article 1 and without excluding other forms of co-operation and assistance which come within the provisions of that article, co-operation shall include, *inter alia*:

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<sup>1</sup> Came into force on 5 September 1970, i.e., 30 days after the exchange of the instruments of ratification, which took place at Helsinki on 6 August 1970, in accordance with article 9.

- (a) The supply of unclassified information, including information relating to:
- (i) Research and development;
  - (ii) Radiation protection and safety questions;
  - (iii) The siting of atomic power stations and other atomic energy installations;
  - (iv) Equipment and facilities (including the supply of designs, drawings and specifications);
  - (v) The use of equipment, facilities, materials, source material, special fissionable material and fuel;
  - (vi) The economic conditions for the use of atomic energy;
- (b) Prospecting for and extraction of uranium and other important raw materials for the production of atomic energy;
- (c) The supply and delivery of equipment, facilities, materials, source material, special fissionable material and fuel;
- (d) The transfer of patent rights;
- (e) Access to and use of equipment and facilities;
- (f) The provision of technical assistance and services;
- (g) The promotion of industrial co-operation.

### *Article 3*

1. Either of the Contracting Parties or persons under its jurisdiction may supply to or receive from the other Contracting Party or persons under either Contracting Party's jurisdiction information on the matters to which this Agreement applies.

Such exchanges of information shall be governed by the following conditions:

- (a) Information obtained by either Contracting Party pursuant to this Agreement may be transferred to a third party, unless otherwise specified at or before the time when the information is supplied;
- (b) Information regarded by the supplying Contracting Party as being of commercial value shall be supplied only under the terms and conditions specified by the said Contracting Party;

(c) The supply by either Contracting Party of information developed or owned by, and the transfer of proprietary or patent rights owned by, persons under its jurisdiction may take place only with the consent of and under the terms specified by such persons.

2. The supply of information and the transfer of proprietary or patent rights obtained from a third party under terms preventing such supply or transfer shall not fall within the scope of this Agreement.

3. The Contracting Parties shall promote contacts between scientists and technicians and assist students and trainees recommended by the other Contracting Party in obtaining training and experience in atomic science, atomic technology and the operation of atomic energy installations, including power reactors.

#### *Article 4*

1. Persons under the jurisdiction of either Contracting Party may, with the general or specific authorization of their Government, supply to or receive from the other Contracting Party or authorized persons under its jurisdiction equipment, facilities, materials, source material, special fissionable material and fuel on commercial terms or as otherwise agreed.

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

(a) Are used only for peaceful purposes;

(b) Are, within its jurisdiction, transferred only to persons authorized by it;

(c) Are not transferred beyond its jurisdiction without the prior consent of the other Government, save where the material becomes or remains subject to the International Atomic Energy Agency's safeguards system; such transfer may, however, also be subject to the provisions of other applicable agreements.

### Article 5

1. The Contracting Parties, recognizing 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 arising under article 4, paragraph 2 (a).

2. If either Government, before the provisions of paragraph 1 above are put into effect, has at its own request entered into an agreement in accordance with article III A 5 of the Statute<sup>1</sup> 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 its activities in the field of atomic energy, such Government may, after notifying the other Government that the above-mentioned agreement applies to all the items enumerated in article 4, paragraph 2, require the other Government to enter into consultations with a view to the suspension of the provisions of paragraph 1. The other Government undertakes, in these circumstances, to make arrangements at the appropriate time, in conformity with the objective set out in paragraph 1 above, to cover the transfer to its territory of all items subject to the obligations provided for in article 4, paragraph 2. If such an agreement as is referred to above is entered into by either Government after the provisions of paragraph 1 above have been put into effect, this paragraph shall also apply with the necessary modifications.

3. If at any time safeguards are not administered in accordance with paragraph 1 or paragraph 2 above, each Government shall have the right to administer to the same end safeguards which are based on the International Atomic Energy Agency's safeguards system for the time being in force. The two Governments shall agree on and assist each other in the application of these safeguards.

### Article 6

1. Save during any period of time when safeguards are being administered in accordance with paragraph 1 or paragraph 2 of article 5 of this Agreement, each Contracting Party shall, in the event of failure by the other Government to fulfil its obligations under articles 4 and 5, have the right to require the other

<sup>1</sup> United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

Government to take corrective steps. If such steps are not taken within a reasonable period of time, the Contracting Party requiring them shall have the right to denounce this Agreement with immediate effect by giving notice in writing to the other Contracting Party.

2. A Contracting Party which denounces this Agreement by giving notice in accordance with paragraph 1 above shall have the right to require the termination of all agreements concluded pursuant to it and the transfer to its jurisdiction of all atomic fuel and special fissionable material to which the obligations on the part of the other Contracting Party provided for in article 4 are applicable on the date of the denunciation of the Agreement, such transfer to be made against payment of compensation at the price prevailing on the said date.

#### *Article 7*

1. Save as otherwise specified at the time of supply, nothing in this Agreement shall be interpreted as imposing any responsibility with regard to the accuracy of any information supplied pursuant to this Agreement or with regard to the suitability for any particular use, or the accuracy, of specifications of equipment, facilities, materials, source material, special fissionable material or fuel supplied pursuant to this Agreement.

2. The Contracting Parties recognize 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 use of atomic energy. The Contracting Parties take note that such measures have been put into effect in Sweden; until such time as both Sweden and Finland are bound by the same international obligations:

- (a) The Government of Finland shall indemnify and hold harmless the Government of Sweden and persons under Swedish jurisdiction against any and all liability (including third party liability) which may fall upon the Government or such persons in respect of nuclear damage resulting from a nuclear accident
  - (1) Occurring in a reactor obtained wholly or partly pursuant to this Agreement or attributable in part to material obtained pursuant to this Agreement or to a radio-active product, including nuclear fuel, obtained as a result of the use of such reactors or material; or

- (2) Occurring at a time when the reactor or the material causing the damage was in the possession of the Government of Finland or persons under Finnish jurisdiction;
- (b) The Government of Sweden shall indemnify and hold harmless the Government of Finland and persons under Finnish jurisdiction against any and all liability (including third party liability) which may fall upon the Government or such persons in respect of nuclear damage resulting from a nuclear accident
- (1) Occurring in a reactor obtained wholly or partly pursuant to this Agreement or attributable in part to material obtained pursuant to this Agreement or to a radio-active product, including nuclear fuel, obtained as a result of the use of such reactors or material; or
  - (2) Occurring at a time when the reactor or the material causing the damage was in the possession of the Government of Sweden or persons under Swedish jurisdiction; this provision shall apply to accidents in respect of which compensation is not obtainable under Swedish legislation;
- (c) Compensation under (a) or (b) above shall not in respect of any one nuclear accident exceed an amount such that the sum of the said amount and of such compensation as may be payable in the two countries does not exceed 120 million units of account.

#### *Article 8*

For the purposes of this Agreement:

“Equipment” means major items of machinery, plant or apparatus, or major components thereof, especially suitable for use in an atomic energy programme;

“Power reactor” means a nuclear reactor designed or adapted for the production of electrical or other power;

“Fuel” means any substance or combination of substances prepared for use in a reactor to initiate or maintain a nuclear chain reaction;

“Source material” and “special fissionable material” have the meanings assigned to them in the Statute of the International Atomic Energy Agency;

“Nuclear fuel” means fissionable material consisting of uranium or pluto-

mium in metal or alloy form or in a chemical compound, and other similar fissionable material;

“Materials” means fuel, source material, nuclear fuel and any other substance which by reason of its nature or purity is especially suitable for use in an atomic energy programme;

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

“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 the fuel or product, and, in the second instance, damage caused by ionizing radiation from a source of radiation in the nuclear installation 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 public or private organization, or a government authority or enterprise;

“Persons under Finnish or Swedish jurisdiction” means individuals who are Finnish or Swedish nationals or permanently resident in Finland or Sweden and bodies corporate established in Finland or Sweden;

“Derived” means derived by one or more processes;

“Unit of account” means the equivalent of 0.88867088 gramme of fine gold.

#### *Article 9*

1. This Agreement shall be ratified, and the instruments of ratification shall be exchanged at Helsinki as soon as possible.

2. This Agreement shall enter into force 30 days after the exchange of the instruments of ratification.



3. Articles 1, 2 and 3 of this Agreement shall cease to have effect upon the expiry of 30 years after the latter's entry into force unless their validity is extended by agreement between the Contracting Parties. All other articles shall remain in force thereafter in accordance with the provisions of this Agreement and shall be valid until such time as they are abrogated by agreement between the Contracting Parties, this provision being applicable to:

- (a) Special fissionable material obtained during the period of validity of this Agreement as a result of the use of a reactor, major component of a reactor, fuel or other materials supplied pursuant to this Agreement;
- (b) Fuel and other nuclear fuel or special fissionable material supplied pursuant to this Agreement.

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

DONE at Stockholm on 15 October 1968, in duplicate in the Finnish and Swedish languages, both texts being equally authentic.

For the Government  
of Finland:

RALPH ENCKELL

For the Government  
of Sweden:

KRISTER WICKMAN

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