

No. 11201

**UNION OF SOVIET SOCIALIST REPUBLICS
and
SWEDEN**

**Agreement concerning co-operation in the peaceful uses of
atomic energy. Signed at Moscow on 12 January 1970**

Authentic texts: Russian and Swedish.

Registered by the Union of Soviet Socialist Republics on 8 July 1971.

**UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES
et
SUÈDE**

**Accord de coopération pour l'utilisation de l'énergie atomique
à des fins pacifiques. Signé à Moscou le 12 janvier 1970**

Textes authentiques: russe et suédois.

Enregistré par l'Union des Républiques socialistes soviétiques le 8 juillet 1971.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE GOVERNMENT OF SWEDEN CONCERNING CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The Government of the Union of Soviet Socialist Republics and the Government of Sweden,

Desiring to promote scientific research and development work on the peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power reactors and research reactors, and the exchange of information relating to the further development of the peaceful uses of atomic energy,

Conscious of the advantages resulting from effective co-operation between the two countries in such matters,

Have agreed as follows:

Article I

1. The Contracting Parties shall co-operate with each other in the field of the peaceful uses of atomic energy in accordance with the provisions of this Agreement and subject to the availability of personnel and materials and to the applicable laws, regulations and licence requirements in force in and the policies pursued by their respective countries.

Such co-operation shall be implemented in accordance with the provisions of the Treaty on the Non-Proliferation of Nuclear Weapons.²

2. Secret data shall not be communicated under this Agreement, and no materials, equipment or devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of such materials or equipment and devices or the furnishing of such services involves the communication of secret data.

¹ Came into force on 12 November 1970 by the exchange of the instruments of ratification, which took place at Stockholm, in accordance with article IX (I).

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

3. This Agreement shall not require the exchange of any information which the Parties do not have the right to communicate.

Article II

In accordance with the provisions of article I of this Agreement and having regard to the Protocol of 12 February 1968 concerning Co-operation in the Peaceful Uses of Atomic Energy between the USSR State Committee on the Use of Atomic Energy and the Royal Swedish Academy of Engineering Sciences, the Parties shall exchange non-secret information on the peaceful uses of atomic energy and the problems of health and safety connected therewith.

Article III

1. State enterprises and persons under the jurisdiction of either Contracting Party having the necessary authorization from their Government may, on a commercial basis, supply to or receive from similarly authorized State enterprises of the other Contracting Party or persons under that Party's jurisdiction equipment, including nuclear reactors and fuel for them, materials, source material and special fissionable material.

2. Any such deliveries shall be made in accordance with the provisions of this Agreement and subject to the fulfilment of the following conditions:

(a) Except where a special proviso has been made by the supplying Contracting Party during or before the first delivery, equipment and materials acquired under this Agreement and registered materials may be delivered to State enterprises of the receiving Contracting Party and to persons under the latter's jurisdiction only with specific authorization from that Party;

(b) Equipment, including nuclear reactors, registered material and other materials acquired under this Agreement, may be delivered outside the limits of the receiving Contracting Party's jurisdiction, subject to the consent of the supplying Contracting Party and compliance with the relevant provisions of the International Atomic Energy Agency relating to safeguards;

(c) Special fissionable material obtained through the use of registered material may be delivered outside the limits of the receiving Contracting Party's jurisdiction provided that such material remains subject to the safeguards provisions of the International Atomic Energy Agency.

Article IV

1. The receiving Contracting Party shall guarantee the supplying Contracting Party and its State enterprises and duly authorized persons indemnity from damages and freedom from all liability (including liability towards a third party) in respect of any claim that may arise in connexion with the production, manufacture, delivery, ownership, leasing, possession or use of materials or registered material supplied under this Agreement, from the moment that ownership passes to the receiving Contracting Party, its State enterprises or persons duly authorized by it.

2. Save as otherwise specified at the time of handing over information or specifications relating to equipment, materials, source material, special fissionable material or fuel supplied under this Agreement, nothing in this Agreement shall be interpreted as imposing any responsibility for the accuracy of the above-mentioned information or the exactitude of the above-mentioned specifications.

3. In the event of nuclear accidents connected with the peaceful use of atomic energy within the terms of this Agreement, the Contracting Parties agree:

(a) That the Government of Sweden shall release the Government of the Union of Soviet Socialist Republics and State enterprises and persons under its jurisdiction from any liability and obligation to pay damages (including liability towards a third party) which may affect the Government of the Union of Soviet Socialist Republics or the above-mentioned State enterprises and persons in respect of nuclear damage caused by nuclear accidents:

(1) Occurring in connexion with the use of equipment supplied to Sweden wholly or in part on the basis of this Agreement, or attributable to material, registered material or special fissionable material received on the basis of this Agreement, or special fissionable material produced through the use of source material, special fissionable material or fuel received on the basis of this Agreement, and

(2) Occurring at a time when the equipment or the material or registered material causing the damage was in the possession of the Government of Sweden or of State enterprises or persons under its jurisdiction;

(b) That the Government of the Union of Soviet Socialist Republics shall release the Government of Sweden and State enterprises and persons under

its jurisdiction from any liability and obligation to pay damages (including liability towards a third party) which may affect the Government of Sweden or the above-mentioned State enterprises and persons in respect of nuclear damage caused by nuclear accidents:

- (1) Occurring in connexion with the use of equipment supplied to the Union of Soviet Socialist Republics wholly or in part on the basis of this Agreement, or attributable to material, registered material or special fissionable material received on the basis of this Agreement, or special fissionable material produced through the use of source material, special fissionable material or fuel received on the basis of this Agreement, and
- (2) Occurring at a time when the equipment or the material or registered material causing the damage was in the possession of the Government of the Union of Soviet Socialist Republics or of State enterprises or persons under its jurisdiction.

Article V

During the term of validity of this Agreement enterprises in the USSR shall provide authorized Swedish State enterprises and persons under the jurisdiction of the Government of Sweden with uranium-enrichment services on conditions to be agreed between the Parties.

Such enrichment services may be provided both in respect of source material of Swedish origin and in respect of source material supplied to Sweden by a third party, and also in respect of regenerated slightly enriched material obtained by reprocessing used reactor fuel.

Enriched uranium supplied under this Agreement may contain up to 5 per cent of the isotope uranium-235.

Prices for enrichment services shall not exceed prices prevailing on the world market at the time of delivery.

Article VI

1. The Government of the Union of Soviet Socialist Republics and the Government of Sweden guarantee that any materials, registered material and equipment supplied under this Agreement to either Government or any person under their jurisdiction will be used exclusively for peaceful purposes.

The Government of the Union of Soviet Socialist Republics and the Government of Sweden recognize the desirability of making use of the facilities and services of the International Atomic Energy Agency in order to guarantee the non-proliferation of nuclear weapons in accordance with the provisions of the Treaty on the Non-Proliferation of Nuclear Weapons and agree that the Agency will be promptly requested to assume responsibility for achieving that purpose by applying its safeguards provisions to materials, registered material and equipment supplied under this Agreement and that the safeguards shall be applied in accordance with provisions currently in force. The necessary arrangements shall be made in accordance with an agreement to be concluded after negotiations between the Parties and the Agency.

Article VII

1. Except as otherwise agreed, for the purposes of this Agreement:

(a) "Equipment" means any apparatus, installation, instrument or machine, including nuclear reactors, intended for research and development, processing, storage or use in connexion with work in the field of atomic energy;

(b) "Materials" means any substances which are especially suitable or important for such peaceful uses of atomic energy as may be agreed upon between the Contracting Parties, but not registered materials as defined in subparagraph (f) of this article;

(c) "Source material" means uranium containing a naturally occurring mixture of isotopes; uranium impoverished in the isotope uranium-235; thorium; any of the above-mentioned materials in the form of metal, alloy, chemical compound or concentrate; any other material containing one or more of the above-mentioned materials in concentrations to be agreed upon between the Contracting Parties, and such other materials as may be agreed upon between the Contracting Parties;

(d) "Special fissionable material" means plutonium; uranium-233; uranium-235; uranium enriched in the isotope uranium-233 or uranium-235; any material containing one or more of the above-mentioned materials, and such other materials as may be agreed upon between the Contracting Parties; "special fissionable material" shall not, however, include source material;

(e) "Fuel" means source material or special fissionable material or both intended, or suitable in form and quantity, for charging into a nuclear reactor for the purpose of initiating or maintaining a nuclear chain reaction;

(f) "Registered material" means such source material, special fissionable material or fuel obtained under this Agreement, or special fissionable material produced through the use of source material, special fissionable material or fuel obtained under this Agreement, or produced in a nuclear reactor obtained under this Agreement, as must be recorded in the inventory which is to be drawn up;

(g) "State enterprises" means, in respect of the Government of the Union of Soviet Socialist Republics, appropriate competent State organizations authorized by the Government of the Union of Soviet Socialist Republics and, in respect of the Government of Sweden, competent State organizations and enterprises authorized by the Government of Sweden, and such other enterprises as may be agreed upon between the Contracting Parties;

(h) "Persons" means individuals, firms, organizations, companies, partnerships, associations and other private or governmental organizations and their respective agents and local representatives; "persons" shall not, however, include State enterprises as defined in subparagraph (g) of this article.

Article VIII

The practical implementation of co-operation under this Agreement shall be determined by additional agreements, protocols or contracts to be concluded between the appropriate authorized organizations of the two Parties.

Article IX

1. This Agreement shall be ratified as soon as possible and shall enter into force on the date of the exchange of the instruments of ratification, which shall take place at Stockholm.

2. This Agreement shall expire 30 years from the date of its entry into force, unless its validity is extended by additional agreement between the Contracting Parties.

Bilateral additional agreements, protocols or contracts concluded on the basis of this Agreement shall remain in force for the period specified in them, irrespective of the date of expiry of this Agreement.

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

DONE in Moscow on 12 January 1970, in duplicate in the Russian and Swedish languages, both texts being equally authentic.

For the Government
of the Union of Soviet Socialist
Republics:

[A. PETROSYANTS]

For the Government
of Sweden:

[K. WICKMAN]
