

No. 12474

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**CANADA**  
**and**  
**SWITZERLAND**

**Agreement to provide for co-operation in the peaceful uses of atomic energy. Signed at Ottawa on 6 March 1958**

*Authentic texts : English and French.*

**Exchange of notes constituting an agreement renewing the above-mentioned Agreement. Ottawa, 26 November 1964**

*Authentic text : English.*

**Exchange of notes constituting an agreement renewing for a period of three years the above-mentioned Agreement of 6 March 1958. Ottawa, 23 April 1969**

*Authentic texts : English and French.*

**Exchange of notes constituting an agreement to renew the above-mentioned Agreement of 6 March 1958. Berne, 1 December 1971**

*Authentic texts : English and French.*

*Registered by Canada on 3 May 1973.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND  
THE GOVERNMENT OF THE CONFEDERATION OF SWITZER-  
LAND TO PROVIDE FOR CO-OPERATION IN THE PEACEFUL  
USES OF ATOMIC ENERGY

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PREAMBLE

The Government of Canada and the Government of the Confederation of Switzerland,

Conscious of the many benefits, including the increase of energy supplies, the raising of agricultural and industrial production, the wider availability of knowledge and means to combat disease, and the assistance of research directed to wholesome and fruitful purposes, which the application of atomic energy to peaceful uses may be expected to provide,

Desiring to accelerate and enlarge the contribution which the development of atomic energy can make to the welfare and prosperity of their peoples,

Recognizing the advantage to them both of effective co-operation in the promotion and development of the peaceful uses of atomic energy,

Intending, therefore, to co-operate with one another to these ends,

Have agreed as follows :

*Article I*

SCOPE OF THE AGREEMENT

1. The co-operation intended by this Agreement may include

- (a) the supply of information relating to peaceful uses of atomic energy and, in particular, to
  - (i) research and development,
  - (ii) problems of health and safety,
  - (iii) equipment and facilities (including the supply of designs, drawings and specifications), and
  - (iv) uses of equipment, facilities, materials, source material, special nuclear material and fuel;
- (b) the supply of equipment, facilities, materials, source material, special nuclear material and fuel;
- (c) transfer of patent rights;
- (d) access to and use of equipment and facilities.

2. The co-operation provided for in this article shall be effected on terms and conditions to be agreed.

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<sup>1</sup> Came into force on 31 July 1958 by the exchange of the instruments of ratification, which took place at Ottawa, in accordance with article VII (2).

*Article II*

## PARTICIPANTS

1. Governmental enterprises of either Contracting Party may
  - (a) deal directly with or perform services for the other Contracting Party, governmental enterprises of the other Contracting Party or authorized persons under the jurisdiction of the other Contracting Party in matters within the scope of this Agreement;
  - (b) acquire from the said Contracting Party information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material.
2. Persons under the jurisdiction of either Contracting Party may,
  - (a) with the general or specific authorization of their Government, deal directly with or perform services for persons under the jurisdiction of the other Contracting Party as authorized by the latter, or the other Contracting Party or governmental enterprises of the latter, in matters within the scope of this Agreement;
  - (b) unless otherwise specified by the other Contracting Party at or before the time of transmission, acquire from their Government information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material.
3. Either Contracting Party may transfer to international organizations, or to third Governments, or to enterprises or individuals under the jurisdiction of their Governments,
  - (a) information, equipment (other than nuclear reactors), facilities and materials obtained pursuant to this Agreement, unless otherwise specified by the other Contracting Party;
  - (b) identified material after irradiation, for chemical processing or storage, subject however to the terms of a written authorization of the supplying Contracting Party.
4. Each Contracting Party shall be responsible towards the other for ensuring that the provisions of this Agreement are accepted and complied with by all of its governmental enterprises, and by all persons under its jurisdiction, to which authorization has been granted by or pursuant to this Agreement.

*Article III*

## CONDITIONS OF SUPPLY

Any supply pursuant to this Agreement shall be subject to the provisions of this Agreement and, in particular, to the following conditions :

- (a) Information, equipment, facilities and materials obtained pursuant to this Agreement, and identified material, shall not be transferred unless such transfer is authorized by or pursuant to the provisions of article II of this Agreement;
- (b) Source material, special nuclear material and fuel shall not be supplied in quantities exceeding those actually needed for research and development purposes or for the efficient and continuous operation of specified nuclear reactors;
- (c) source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to acquire any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed by the recipient Contracting Party for its own use and by persons under its jurisdiction for their own use;

- (d) source material, special nuclear material and fuel obtained pursuant to this Agreement shall not be processed or altered in form or content after irradiation except as authorized in writing by the supplying Contracting Party, and processing and alteration so authorized shall be effected in facilities approved by the supplying Contracting Party;
- (e) identified material shall be secured with precautions acceptable to the supplying Contracting Party.

#### *Article IV*

##### SAFEGUARDS AGAINST MILITARY USE

1. Each supplying Contracting Party shall be permitted to assure itself that the provisions of this Agreement are complied with and, in particular, that identified material is being used for peaceful purposes only, and solely to that end the supplying Contracting Party shall have the right:

- (a) to examine the design of equipment (including nuclear reactors) or facilities in which identified material is to be used or stored, with a view to ensuring that such identified material will not further any military purpose and that effective application of the safeguards against military use provided for in this Agreement shall be feasible;
- (b) to require the maintenance and production of adequate records to assist in ensuring accountability for identified material; to call for and receive periodic reports based on such records;
- (c) to satisfy itself that the means to be used for the chemical processing of identified material after irradiation will not lend themselves to diversion of identified material to military use;
- (d) to send representatives, designated by it after consultation with the other Contracting Party, into the territory of the latter, which representatives shall have access at all times to all places, equipment and facilities where identified material is used, stored or located, to all data relating to such identified material, and to all persons who by reason of their occupation deal with such identified material or such data, as may be necessary to account for all identified material and to determine whether such identified material is being used for peaceful purposes only. Such representatives, provided they shall not thereby be delayed or otherwise impeded in the exercise of their functions, shall be accompanied by representatives of the other Contracting Party if the latter so requests.

2. 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.

3. At or after the time the International Atomic Energy Agency is in a position to carry out the safeguards functions provided for in its Statute,<sup>1</sup> the Contracting Parties will consult together to determine whether and to what extent they may wish to modify the safeguards provisions set out in this Agreement so that they may conform more closely with those of the said Statute, and to have the application of safeguards carried out by the said Agency.

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

4. Each Contracting Party, if it has determined that identified material is furthering a military purpose, shall have the right to suspend or cancel scheduled delivery of source material, special nuclear material, and fuel, and to require the return of all identified material under the control of the other Contracting Party.

#### *Article V*

##### EXCEPTIONS

1. There shall be excluded from the scope of this Agreement :
- (a) the supply of information, equipment, facilities or materials, and access to equipment or facilities considered by a Contracting Party as primarily of military significance, and the employment for any military purpose of information, equipment, facilities or materials obtained pursuant to this Agreement or identified material;
  - (b) the supply of information and the transfer of proprietary or patent rights received from another government under terms preventing such supply or transfer;
  - (c) the supply of information developed or owned by, and the transfer of proprietary or patent rights owned by, persons under the jurisdiction of the supplying Contracting Party unless with the consent of and under terms to be specified by such persons;
  - (d) the supply of information regarded by a supplying Contracting Party as being of commercial value unless under terms specified by the said Contracting Party.

2. This Agreement shall be applied in accordance with the laws, regulations and licensing requirements of each Contracting Party.

3. Unless otherwise specified at the time of transmission 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 to the accuracy of specifications of equipment, facilities, materials, source material, special nuclear material or fuel supplied pursuant to this Agreement.

#### *Article VI*

##### DEFINITIONS

For the purpose of this Agreement, except as otherwise specified therein :

(a) "Equipment" means any apparatus, device, or machine of particular utility in research, development, use, processing, or storage relating to atomic energy activities;

(b) "Facilities" means all plants, buildings or structures containing or incorporating equipment as defined in paragraph (a) of this article, or otherwise particularly suited or used for atomic energy activities;

(c) "Materials" means all radioactive substances, all other substances of special applicability to or importance in atomic energy activities (such as heavy water and zirconium), and such other substances as may be agreed between the Contracting Parties; but materials shall not include identified material as defined in paragraph (g) of this article;

(d) "Source material" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; any other

material containing one or more of the foregoing in such concentration as may be agreed between the Contracting Parties; and such other material as may be agreed between the Contracting Parties;

(e) "Special nuclear material" means plutonium; uranium-233; uranium-235; uranium enriched in the isotopes 233 or 235; any material containing one or more of the foregoing; and such other material as may be agreed between the Contracting Parties; but the term "special nuclear material" shall not include source material;

(f) "Fuel" means source material or special nuclear material or both when intended or suitable in form and quantity for introduction into a nuclear reactor to assist in producing or maintaining a nuclear chain reaction;

(g) "Identified material" means source material, special nuclear material or fuel obtained pursuant to this Agreement, or special nuclear material derived from the use of source material, special nuclear material or fuel obtained pursuant to this Agreement or produced in a nuclear reactor pursuant to this Agreement;

(h) "Governmental enterprises" means Atomic Energy of Canada Limited and Eldorado Mining and Refining Limited as for the Government of Canada, and such other enterprises under the jurisdiction of either Contracting Party as may be agreed between the Contracting Parties.

(i) "Persons" means individuals, firms, corporations, companies, partnerships, associations and other entities private or governmental, and their respective agents and local representatives; but the term "persons" shall not include governmental enterprises as defined in paragraph (h) of this article.

#### *Article VII*

##### COMMENCEMENT AND TERMINATION

1. The present Agreement shall be ratified and the exchange of the instruments of ratification shall be held at Ottawa as soon as possible.

2. The present Agreement shall come into force upon the date of the exchange of the instruments of ratification.

3. It shall remain in force for a period of five years. It may be renewed from time to time for such periods as may be agreed between the Contracting Parties.

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

DONE at Ottawa this 6th day of March 1958, in the English and French languages, both texts being equally authentic.

For the Government of Canada :  
SIDNEY SMITH

For the Government of the Confederation of Switzerland :  
VICTOR NEF

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE CONFEDERATION OF SWITZERLAND RENEWING THE AGREEMENT OF 6 MARCH 1958 TO PROVIDE FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY<sup>2</sup>

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I

*The Ambassador of Switzerland to Canada to the Secretary of State for External Affairs*

AMBASSADE DE SUISSE<sup>3</sup>

Ottawa, November 26, 1964

No. 72

Sir,

I have the honour to refer to the "Agreement between the Government of Canada and the Government of the Confederation of Switzerland to provide for co-operation in the peaceful uses of atomic energy"<sup>2</sup> which came into force on July 31, 1958.

Section 3 of article VII of that Agreement provided that it would remain in force for a period of five years and that it would be renewed from time to time by agreement of the Contracting Parties. As you are aware the Agreement lapsed on July 31, 1963.

It was the understanding of the Contracting Parties that it would be desirable for the Agreement to remain in force without interruption. I therefore propose by order of the Swiss Government that the Agreement be deemed to have been renewed for a period of five years from July 31, 1963 and that this renewal be considered to have taken effect retroactively upon receipt of your reply indicating the approval of the Government of Canada.

Accept, Sir, the renewed assurances of my highest consideration.

H. W. GASSER

Ambassador of Switzerland

The Honourable Paul Martin  
Secretary of State for External Affairs  
Ottawa

II

*The Secretary of State for External Affairs to the Ambassador of Switzerland to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

Ottawa, November 26, 1964

No. 33

Excellency :

I have the honour to acknowledge your note No. 72 of November 26 concerning the renewal of the "Agreement between the Government of Canada and the Govern-

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<sup>1</sup> Came into force on 26 November 1964, the date of receipt of the note in reply, with retroactive effect from 31 July 1963, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 84 of this volume.

<sup>3</sup> Embassy of Switzerland.

ment of the Confederation of Switzerland to provide for co-operation in the peaceful uses of atomic energy," which came into force on July 31, 1958.

I have the honour to state that the Canadian Government hereby agrees with the proposal to renew the Agreement for a period of five years from July 31, 1963.

Accept, Excellency, the renewed assurances of my highest consideration.

PAUL MARTIN

Secretary of State for External Affairs

His Excellency Hans William Gasser  
Ambassador of Switzerland  
Ottawa



EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE CONFEDERATION OF SWITZERLAND RENEWING FOR A PERIOD OF THREE YEARS THE AGREEMENT OF 6 MARCH 1958 TO PROVIDE FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY<sup>2</sup>

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I

*The Ambassador of Switzerland to Canada to the Secretary of State for External Affairs*

EMBASSY OF SWITZERLAND

Ottawa, April 23, 1969

No. 17/69

Sir,

I have the honour to refer to the "Agreement between the Government of the Confederation of Switzerland and the Government of Canada to provide for co-operation in the peaceful uses of atomic energy",<sup>2</sup> which came into force on July 31, 1958.

Section 3 of article VII of that Agreement provided that it would remain in force for a period of five years and that it would be renewed from time to time by agreement of the Contracting Parties. As you are aware, the Agreement was renewed valid until July 31, 1968, by an exchange of notes dated November 26, 1964.<sup>3</sup>

It was the understanding of the Contracting Parties that it would be desirable for the Agreement to remain in force without interruption. I therefore propose by order of the Swiss Government that the Agreement be deemed to have been renewed for a period of three years from July 31, 1968, at the end of which time the Swiss Government will be prepared, according to your suggestion, to consider the possibility of altering the safeguards provisions of the Agreement.

I further propose that this renewal be considered to have taken effect retroactively upon receipt of your reply indicating the approval of the Government of Canada.

Accept, Sir, the renewed assurances of my highest consideration.

HANS W. GASSER

To the Secretary of State for External Affairs  
Ottawa

II

*The Secretary of State for External Affairs to the Ambassador of Switzerland to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

Ottawa, April 23, 1969

No. -501

Excellency,

I have the honour to acknowledge your note No. 17/69 of April 23, 1969, concerning the renewal of the "Agreement between the Government of Canada and the

<sup>1</sup> Came into force on 23 April 1969, the date of receipt of the note in reply, with retroactive effect from 31 July 1968, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 84 of this volume.

<sup>3</sup> See p. 89 of this volume.

Government of the Confederation of Switzerland to provide for co-operation in the peaceful uses of atomic energy”, which came into force on July 31, 1958 and was renewed November 26, 1964.

I have the honour to state that the Canadian Government hereby agrees with the proposal to renew the Agreement for a further period of three years from July 31, 1968, and to confirm that Your Excellency’s note and this reply, which is authentic in English and French, shall constitute an agreement between our two Governments to this effect.

Accept, Excellency, the renewed assurance of my highest consideration.

MITCHELL SHARP

His Excellency Hans Gasser  
Ambassador of Switzerland  
Ottawa

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE CONFEDERATION OF SWITZERLAND TO RENEW THE AGREEMENT OF 6 MARCH 1958 TO PROVIDE FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY<sup>2</sup>

I

Berne, December 1, 1971

No. 29

Sir,

I have the honour to refer to the "Agreement between the Government of Canada and the Government of the Confederation of Switzerland to provide for co-operation in the peaceful uses of atomic energy" of March 6, 1958,<sup>2</sup> which entered into force between our two Governments on July 31, 1958.

In an exchange of notes dated April 23, 1969,<sup>3</sup> that Agreement was renewed for a period of three years dating from July 31, 1968. As that Agreement, as renewed, terminated on July 31, 1971, I have the honour to propose that the Government of Canada and the Government of the Confederation of Switzerland renew the Agreement for a further period of one year and that, except for denunciation by either party six months before its expiration, the Agreement be automatically renewed each year thereafter by tacit agreement.

I have the honour to further propose that, in accordance with paragraph 3 of article IV of the Agreement, the International Atomic Energy Agency be requested, at an appropriate time, to apply safeguards to all nuclear material now subject to the provisions of the present Agreement between the Government of Canada and the Government of the Confederation of Switzerland, and that any future transfer of nuclear material from Canada to Switzerland be covered by safeguards administered by the IAEA.

If the foregoing proposals are acceptable to the Government of the Confederation of Switzerland, I have the honour to propose that this note, and your reply, the English and French versions of which are equally authentic, constitute an agreement between our two Governments that enters into force effective August 1, 1971.

Please accept, Sir, the renewed assurances of my highest consideration.

JAMES A. ROBERTS  
Ambassador

Monsieur Pierre Graber  
Conseiller fédéral  
Chef du Département politique  
Berne

<sup>1</sup> Came into force on 1 December 1971 by the exchange of the said notes, with retroactive effect from 1 August 1971, in accordance with their provisions.

<sup>2</sup> See p. 84 of this volume.

<sup>3</sup> See p. 91 of this volume.

## II

## LE CHEF DU DÉPARTEMENT POLITIQUE FÉDÉRAL

Berne, December 1, 1971

Excellency,

I have the honour to acknowledge receipt of your note No. 29 of December 1, 1971 regarding the renewal of the " Agreement between the Government of Canada and the Government of the Confederation of Switzerland to provide for co-operation in the peaceful uses of atomic energy ", of 6th March 1958, which came into force 31st July 1958 and which has been renewed the last time on 23rd April 1969.

In reply, I wish to advise you that the Swiss Government approves the proposal that the Agreement be renewed for a further period of one year and that, except for denunciation by either party six months before its expiration, it be automatically renewed each year by tacit agreement.

I should like to add that the Swiss Government is agreed that, at an appropriate time, the International Atomic Energy Agency be requested to apply safeguards to all nuclear materials now subject to the provisions of the present Agreement and that any future transfer of nuclear materials from Canada to Switzerland be protected by these guarantees.

I confirm to you, in addition, that your note and the present reply, of which the English and French versions are equally authentic, will constitute an agreement between our two Governments, which enters into force 1st August 1971.

Accept, Excellency, the assurance of my highest consideration.

[Signed]

PIERRE GRABER

His Excellency Mr. James A. Roberts  
Ambassador of Canada  
Berne

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