

No. 22732

**SWEDEN
and
AUSTRALIA**

**Agreement on conditions and controls for nuclear transfers
for peaceful purposes between Sweden and Australia
(with annexes). Signed at Canberra on 18 March 1981
Exchange of notes constituting an agreement amending the
above-mentioned Agreement. Canberra, 12 July 1982**

Authentic texts: English.

Registered by Sweden on 7 March 1984.

**SUÈDE
et
AUSTRALIE**

**Accord relatif aux conditions et aux contrôles des transferts
nucléaires à des fins pacifiques entre la Suède et
l'Australie (avec annexes). Signé à Canberra le 18 mars
1981**

**Échange de notes constituant un accord modifiant l'Accord
susmentionné. Canberra, 12 juillet 1982**

Textes authentiques : anglais.

Enregistrés par la Suède le 7 mars 1984.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SWEDEN AND
THE GOVERNMENT OF AUSTRALIA ON CONDITIONS AND
CONTROLS FOR NUCLEAR TRANSFERS FOR PEACEFUL PUR-
POSES BETWEEN SWEDEN AND AUSTRALIA

The Government of Australia and the Government of Sweden;

Mindful that both Australia and Sweden are non-nuclear-weapon States which are Parties to the Treaty on the non-proliferation of nuclear weapons;²

Recognising that Australia and Sweden have under that Treaty undertaken not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices and that both Governments have concluded agreements with the International Atomic Energy Agency (hereinafter referred to as "the Agency") for the application of safeguards in their respective countries³ in connection with the Treaty on the non-proliferation of nuclear weapons;

Affirming their support for the objectives of the Treaty on the non-proliferation of nuclear weapons and their desire to promote universal adherence to that Treaty;

Desiring to establish conditions under which nuclear material, material, equipment and technology can be transferred between their two countries for peaceful purposes, consistent with their commitment to non-proliferation;

Have agreed as follows:

Article I. 1. This Agreement shall apply to:

- (a) Nuclear material, material, equipment and technology transferred between the Parties for peaceful purposes, whether directly or through a third country;
- (b) All forms of nuclear material prepared by chemical or physical processes or isotopic separation provided that the quantity of nuclear material so prepared shall only be regarded as falling within the scope of this Agreement in the same proportion as the quantity of nuclear material used in its preparation, and which is subject to this Agreement, bears to the total quantity of nuclear material so used;
- (c) All generations of nuclear material produced by neutron irradiation provided that the quantity of nuclear material so produced shall only be regarded as falling within the scope of this Agreement in the same proportion as the quantity of nuclear material which is subject to this Agreement and which is used in its production, contributes to this production;
- (d) Nuclear material produced, processed or used in, or produced through the direct contribution of, material or equipment so transferred, or produced, processed or used in, or produced through the direct contribution of, equipment designed or produced by the application of technology so transferred;
- (e) Equipment produced by the use or by the application of technology so transferred;
- (f) Technology derived from equipment so transferred.

¹ Came into force on 22 May 1981, the date specified in an exchange of diplomatic notes, in accordance with article XIII.

² United Nations, *Treaty Series*, vol. 729, p. 161.

³ *Ibid.*, vol. 964, p. 83, and vol. 1022, p. 3.

2. The items referred to in paragraph 1 of this article shall be transferred between the Parties only to a natural or legal person identified by the appropriate governmental authority of the recipient Party to the appropriate governmental authority of the supplier Party as duly authorized to receive those items.

3. Prior to the transfer between the Parties of the items referred to in paragraph 1 of this article the appropriate governmental authorities of both Parties shall agree in writing upon the point when those items will become subject to the provisions of this Agreement.

Article II. 1. Nuclear material referred to in article I of this Agreement shall remain subject to the provisions of this Agreement until:

- (a) It is determined that it is no longer usable or that it is no longer practicably recoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of the safeguards referred to in articles IV and V of this Agreement;
- (b) It has been transferred beyond the jurisdiction of the recipient Party in accordance with the provisions of article VII of this Agreement; or
- (c) Otherwise agreed between the Parties.

2. For the purpose of determining when nuclear material subject to this Agreement is no longer usable or is no longer practicably recoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of the safeguards referred to in article IV of this Agreement, both Parties shall accept a determination made by the Agency. For the purpose of this Agreement, such determination shall be made by the Agency in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement between the Party concerned and the Agency.

3. Material and equipment referred to in article I shall remain subject to the provisions of this Agreement until:

- (a) It has been transferred beyond the jurisdiction of the recipient Party in accordance with the provisions of article VII, or
- (b) Otherwise agreed between the Parties.

Article III. Nuclear material, material, equipment and technology subject to this Agreement shall not be used for, or diverted to, the manufacture of nuclear weapons or other nuclear explosive devices, research on or development of nuclear weapons or other nuclear explosive devices, or any military purpose.

Article IV. 1. Nuclear material subject to this Agreement shall be subject while within the territory of the recipient Party to safeguards applied by the Agency under a Non-Proliferation Treaty safeguards agreement.

2. If, notwithstanding the provisions of paragraph I of this article, nuclear material subject to the Agreement is present in the territory of the recipient Party and the Agency is not administering safeguards under a safeguards agreement referred to in paragraph I of this article, that Party shall forthwith enter into an agreement or agreements with the Agency, which provide safeguards equivalent in scope and effect to those provided by a Non-Proliferation Treaty safeguards agreement referred to in paragraph I of this article.

Article V. If, notwithstanding the provisions of article IV of this Agreement, nuclear material, material, equipment and technology subject to this Agreement is

present in the territory of a Party, and the Agency is not administering safeguards pursuant to a safeguards agreement or agreements referred to in article IV of this Agreement, that Party shall forthwith enter into an agreement with the other Party for the application of a safeguards system which conforms with the safeguards principles and procedures of the Agency and which provides for safeguards equivalent in scope and effect to the Agency safeguards it replaces. The Parties shall consult and assist each other in the establishment and application of that safeguards system.

Article VI. 1. Each Party shall take measures to ensure adequate physical protection of nuclear material and as necessary of material, equipment and technology within its jurisdiction. In regard to nuclear material the Parties shall apply, as a minimum, measures of physical protection which shall conform to the levels specified in annex A.

2. The Parties shall consult at the request of either Party concerning matters relating to physical protection of nuclear material, material, equipment and technology subject to this Agreement.

Article VII. 1. Nuclear material, material, equipment and technology subject to this Agreement shall not be transferred beyond the jurisdiction of the recipient Party without the prior written consent of the supplier Party.

2. Nuclear material subject to this Agreement shall not be enriched to 20 per cent or greater in the isotope U235 without the prior written consent of the supplier Party.

3. Nuclear material subject to this Agreement shall only be reprocessed according to conditions agreed upon in writing between the Parties, as set out in annex B.

4. A Party shall not withhold its consent to a matter referred to in paragraphs 1 and 2 of this article for the purpose of securing commercial advantage.

5. If a Party considers that it is unable to grant consent to a matter referred to in paragraphs 1 and 2 of this article, that Party shall provide the other Party with an immediate opportunity for full consultation on that issue.

Article VIII. 1. The appropriate governmental authorities of both Parties shall consult annually, or at any other time at the request of either Party, to ensure the effective implementation of this Agreement. Either Party may invite the Agency to participate in such consultations.

2. Each Party shall, upon request, inform the other Party of the overall conclusions of the most recent report by the Agency on its verification activities in the territory of that Party, relevant to the nuclear material subject to this Agreement.

3. The appropriate governmental authorities of both Parties shall establish an administrative arrangement to ensure the effective fulfilment of the obligations of this Agreement. An administrative arrangement established pursuant to this paragraph may be changed with the agreement of the appropriate governmental authorities of both Parties.

4. The cost of reports and records which either Party is required to provide pursuant to the administrative arrangements referred to in paragraph 3 of this article shall be borne by the Party which is required to provide the reports or records.

5. The Parties shall take all appropriate precautions in accordance with their laws and regulations to preserve the confidentiality of commercial and industrial

secrets and other confidential information received as a result of the operation of this Agreement.

Article IX. 1. A supplier Party shall have the right in the event of:

- (a) Detonation by the recipient Party of a nuclear explosive device, or
- (b) Determination in accordance with paragraph C of article XII of the Statute of the Agency¹ that there has been non-compliance with, or repudiation of, a relevant safeguards agreement concluded with the Agency, by the recipient Party, to suspend or cancel further transfers of nuclear material, material, equipment and technology and to require the return of nuclear material, material and equipment subject to this Agreement, subject to payment therefor at prices then current.

2. In the event of non-compliance by the recipient Party with the provisions of articles III to VII inclusive of this Agreement the supplier Party shall have the right to suspend or cancel further transfers of nuclear material, material, equipment and technology and to require the recipient Party to take corrective steps. If, following consultation between the Parties, such corrective steps are not taken within a reasonable time, the supplier Party shall thereupon have the right to require the return of nuclear material, material and equipment subject to this Agreement subject to payment therefor at prices then current.

Article X. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation shall, on request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators. Each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, a national of a third State, who shall be the Chairman. If within 30 days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within 30 days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum and all decisions shall be made by majority vote of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties shall be binding on both Parties and shall be implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that for *ad hoc* Judges of the International Court of Justice.

Article XI. For the purposes of this Agreement:

- (a) "Appropriate governmental authority" means, in the case of Sweden, the Swedish Nuclear Power Inspectorate and, in the case of Australia, the Australian Safeguards Office, or such other authority as the Party concerned may from time to time notify to the other Party;
- (b) "Equipment" means the items and major components thereof specified in part A of annex C;
- (c) "Material" means the non-nuclear material for reactors specified in part B of annex C;

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

- (d) “Military purpose” means direct military applications of nuclear energy such as nuclear weapons, military nuclear propulsion, military nuclear rocket engines or military nuclear reactors but does not include indirect uses such as power for a military base drawn from a civil power network or production of radioisotopes to be used for diagnosis in a military hospital;
- (e) “Non-Proliferation Treaty safeguards agreement” means an agreement concluded in accordance with paragraph 1 of article III of the Treaty on the non-proliferation of nuclear weapons, done at London, Moscow and Washington on 1 July 1968;
- (f) “Nuclear material” means any “source material” or “special fissionable material” as those terms are defined in article XX of the Statute of the Agency. Any determination by the Board of Governors of the Agency under article XX of the Agency’s Statute which amends the list of materials considered to be “source material” or “special fissionable material” shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept that amendment;
- (g) “Peaceful purposes” means all uses other than use for a military purpose as defined in sub-paragraph (d) of this article;
- (h) “Technology” means technical data in physical form including technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals, designated by the supplier Party, after consultation with the recipient Party prior to the transfer, as important for the design, production, operation and maintenance of enrichment, reprocessing or heavy water production facilities or major critical components thereof and any other technology as may be agreed between the Parties, but excluding data available to the public, for example in published books and periodicals. It includes technical data derived from equipment transferred between the Parties.

Article XII. 1. This Agreement may be amended or revised by agreement between the Parties.

2. Any amendment or revision shall enter into force on the date the Parties, by exchange of diplomatic notes, specify for its entry into force.

Article XIII. This Agreement shall enter into force on the date the Parties, by an exchange of diplomatic notes, specify for its entry into force, and shall remain in force for an initial period of 30 years. If neither Party has notified the other Party at least 180 days prior to the expiry of such period, the present Agreement shall continue in force thereafter until 180 days after notice of termination has been given by either Party to the other Party; provided, however, that unless otherwise agreed between the Parties termination of this Agreement shall not release the Parties from obligations under this Agreement in respect of items referred to in article I of this Agreement which remain unable or practicably recoverable for processing into a form in which they are usable for any nuclear activity relevant from the point of view of safeguards in accordance with article II of this Agreement.

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

DONE at Canberra on eighteen March, One thousand nine hundred and eighty-one in two originals in the English language.

For the Government of Sweden:

[Signed]

LARS HEDSTRÖM

For the Government of Australia:

[Signed]

A. STREET

ANNEX A

LEVELS OF PHYSICAL PROTECTION

The document INFCIRC/225 (Rev. 1) of the International Atomic Energy Agency entitled "The Physical Protection of Nuclear Material" and similar documents which from time to time are prepared by international groups of experts and updated as appropriate to account for changes in the state of the art and state of knowledge with regard to physical protection of nuclear material are a useful basis for guiding States in designing a system of physical protection measures and procedures.

The levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows:

Category III

- *Use and storage* within an area to which access is controlled.
- *Transportation* under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

- *Use and storage* within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.
- *Transportation* under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category I

Materials in this category shall be protected with highly reliable systems against unauthorised use as follows:

- *Use and storage* within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault unauthorised access or unauthorised removal of material.
- *Transportation* under special precautions as identified above for transport of category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

Material	Form	Category					
		I	II	III			
1. Plutonium (a)	Unirradiated (b)	2 kg or more	Less than 2 kg but more than 500 g	500 g or less			
2. Uranium 235	Unirradiated (b)	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less (c)			
	— Uranium enriched to 20% U-235 or more				—	10 kg or more	less than 10 kg (c)
	— Uranium enriched to 10% U-235 but less than 20%				—	—	10 kg or more
— Uranium enriched above natural, but less than 10% U-235 (d)	—	—	10 kg or more				
3. Uranium 233	Unirradiated (b)	2 kg or more	Less than 2 kg but more than 500 g	500 g or less (c)			
4. Irradiated fuel		(e)	(e)	Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content) (e)			

(a) All plutonium except that with isotopic concentration exceeding 80% in plutonium 238.

(b) Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one metre unshielded.

(c) Less than a radiologically significant quantity should be exempted.

(d) Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in category III should be protected in accordance with prudent management practice.

(e) Other fuel which by virtue of its original fissile material content is classified as category I or II before irradiation may be reduced one category level when the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.

ANNEX B

REPROCESSING

Whereas article VII.3 of the Agreement provides that nuclear material subject to the Agreement (hereinafter referred to as NMSA) shall be reprocessed only according to conditions agreed upon in writing between the Parties;

The Parties to the Agreement,

Acknowledging that the separation, storage, transportation and use of plutonium require particular measures to reduce the risk of nuclear proliferation;

Recognising that reprocessing may be associated with efficient energy use, management of materials contained in spent fuel or other peaceful non-explosive uses including research;

Desiring predictable and practical implementation of the agreed conditions set out in the Annex, taking into account the shared non-proliferation objectives of the Parties and the long-term needs of the nuclear fuel cycle programs of the recipient Party;

Determined to continue to support the development of international institutional arrangements relevant to reprocessing and plutonium, including an effective international plutonium storage scheme;

Have agreed as follows:

Article 1. NMSA may be reprocessed subject to the following conditions:

- (A) Reprocessing shall take place under Agency safeguards for the purpose of energy use and management of materials contained in spent fuel, within the nuclear fuel cycle program as delineated and recorded in an Implementing Arrangement.
- (B) The separated plutonium shall be stored and used under Agency safeguards in accordance with the nuclear fuel cycle program as delineated and recorded in an Implementing Arrangement.
- (C) The reprocessing and use of NMSA for other peaceful non-explosive purposes including research shall take place only under conditions agreed upon in writing between the Parties following consultations under article 2 of this annex.

Article 2. Consultations shall be held within 30 days of the receipt of a request from either Party:

- (A) To review the operation of the provisions of this annex;
- (B) To consider amendments to the Implementing Arrangement as provided therein;
- (C) To take account of improvements in international safeguards and other control techniques including the establishment of new international mechanisms relevant to reprocessing and plutonium;
- (D) To consider amendments to this Annex proposed by either party, in particular to take account of the improvements referred to in paragraph (C) of this Article;
- (E) To consider proposals for the reprocessing and use of NMSA for other peaceful non-explosive purposes including research as referred to in Article 1 (C) of this Annex.

Article 3. This annex may be amended in accordance with article XII of the Agreement.

ANNEX C

PART A

1. *Nuclear reactors* capable of operation so as to maintain a controlled self-sustaining fission chain reaction excluding zero energy reactors, the latter being defined as reactors with a designed maximum rate of production of plutonium not exceeding 100 grams per year.

A "nuclear reactor" basically includes the items within or attached directly to the reactor vessel, the equipment which controls the level of power in the core, and the components which normally contain or come in direct contact with or control the primary coolant of the reactor core.

It is not intended to exclude reactors which could reasonably be capable of modification to produce significantly more than 100 grams of plutonium per year. Reactors designed for sustained operation at significant power levels, regardless of their capacity for plutonium production, are not considered as “zero energy reactors”.

2. *Reactor pressure vessels*: metal vessels, as complete units or as major shop-fabricated parts therefor, which are especially designed or prepared to contain the core of a nuclear reactor as defined in paragraph 1 above and are capable of withstanding the operating pressure of the primary coolant.

A top plate for a reactor pressure vessel is a major shop-fabricated part of pressure vessel.

3. *Reactor internals* (e.g., support columns and plates for the core and other vessel internals, control rod guide tubes, thermal shields, baffles, core grid plates, diffuser plates, etc.).

4. *Reactor fuel charging and discharging machines*: manipulative equipment especially designed to prepare for inserting or removing fuel in a nuclear reactor as defined in paragraph 1 above capable of on-load operation or employing technically sophisticated positioning or alignment features to allow complex on-load fuelling operations such as those in which direct viewing of or access to the fuel is not normally available.

5. *Reactor control rods*: rods especially designed or prepared for the control of the reaction rate in a nuclear reactor as defined in paragraph 1 above.

This item includes, in addition to the neutron absorbing part, the support or suspension structures therefor if supplied separately.

6. *Reactor pressure tubes*: tubes which are especially designed or prepared to contain fuel elements and the primary coolant in a reactor as defined in paragraph 1 above at an operating pressure in excess of 50 atmospheres.

7. *Zirconium tubes*: zirconium metal and alloys in the form of tubes or assemblies of tubes, and in quantities exceeding 500 kg per year especially designed or prepared for use in a reactor as defined in paragraph 1 above, and in which the relationship of hafnium to zirconium is less than 1:500 parts by weight.

8. *Plants for the reprocessing of irradiated fuel elements*, and equipment especially designed or prepared therefor.

A “plant for the reprocessing of irradiated fuel elements” includes the equipment and components which normally come in direct contact with and directly control the irradiated fuel and the major nuclear material and fission product processing streams. In the present state of technology only two items of equipment are considered to fall within the meaning of the phrase “and equipment especially designed or prepared therefor”.

These items are:

- (a) Irradiated fuel element chopping machines: remotely operated equipment especially designed or prepared for use in a reprocessing plant as identified above and intended to cut, chop or shear irradiated nuclear fuel assemblies, bundles or rods; and
- (b) Critically safe tanks (e.g., small diameter, annular or slab tanks) especially designed or prepared for use in a reprocessing plant as identified above, intended for dissolution of irradiated nuclear fuel and which are capable of withstanding hot, highly corrosive liquid, and which can be remotely loaded and maintained.

9. *Plants for the fabrication of fuel elements*: A “plant for the fabrication of fuel elements” includes the equipment:

- (a) Which normally comes in direct contact with or directly processes, or controls, the production flow of nuclear material; or
- (b) Which seals the nuclear material within the cladding.

The whole set of items for the foregoing operations, as well as individual items intended for any of the foregoing operations, and for other fuel fabrication operations, such as checking the integrity of the cladding or the seal, and the finish treatment to the solid fuel.

10. *Equipment, other than analytical instruments, especially designed or prepared for the separation of isotopes of uranium:* "Equipment, other than analytical instruments, especially designed or prepared for the separation of isotopes of uranium" includes each of the major items of equipment especially designed or prepared for the separation process. Such items include:

- Gaseous diffusion barrier
- Gaseous diffusion housings
- Gas centrifuge assemblies, corrosion resistant to UF₆
- Large UF₆ corrosion resistant axial or centrifugal compressors
- Special compressor seals for such compressors.

11. *Plants for the production of heavy water:* A "plant for the production of heavy water" includes the plant and equipment specially designed for the enrichment of deuterium or its compounds, as well as any significant fraction of the items essential to the operation of the plant.

PART B

Non-Nuclear Materials for Reactors

1. *Deuterium and deuterium compounds:* Deuterium and any deuterium compound in which the ratio of deuterium to hydrogen exceeds 1:5000 for use in a nuclear reactor, as defined in paragraph 1 of part A of this annex in quantities exceeding 200 kg of deuterium atoms in any period of 12 months.

2. *Nuclear grade graphite:* Graphite having a purity level better than 5 parts per million boron equivalent and with a density greater than 1.50 grams per cubic centimetre in quantities exceeding 30 metric tons in any period of 12 months.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF AUSTRALIA AMENDING THE AGREEMENT OF 18 MARCH 1981 ON CONDITIONS AND CONTROLS FOR NUCLEAR TRANSFERS FOR PEACEFUL PURPOSES BETWEEN SWEDEN AND AUSTRALIA²

I

CH 139905

The Department of Foreign Affairs presents its compliments to the Embassy of Sweden and has the honour to refer to the Agreement between the Government of Australia and the Government of Sweden on conditions and controls for nuclear transfers for peaceful purposes between Australia and Sweden, done at Canberra on 18 March 1981.²

The Government of Australia has instructed the Department to propose to the Government of Sweden that in accordance with article XII of the Agreement the following item be included as paragraph 12 of annex C part A of the Agreement:

“(12) *Primary coolant pumps*: pumps especially designed or prepared for circulating liquid metal as primary coolant for nuclear reactors as defined in paragraph one above.”

The Department has the honour to propose that if the foregoing is acceptable to the Government of Sweden, this note together with The Embassy's confirmatory reply shall constitute an Agreement amending the Agreement between the Government of Australia and the Government of Sweden on conditions and controls for nuclear transfers for peaceful purposes between Australia and Sweden, done at Canberra on 18 March 1981, which amendment shall enter into force on the date of the Embassy's reply.

The Department of Foreign Affairs avails itself to this opportunity to renew to the Embassy of Sweden the assurances of its highest consideration.

Canberra, 12 July 1982

II

The Embassy of Sweden presents its compliments to the Department of Foreign Affairs and has the honour to refer to the Department's note No. CH 139905 of 12 July 1982 concerning the Agreement between the Government of Sweden and the Government of Australia on conditions and controls for nuclear transfers for peaceful purposes between Sweden and Australia, done at Canberra on 18 March 1981, the text of which reads as follows:

[See note I]

¹ Came into force on 12 July 1982, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 222 of this volume.

The Embassy has the honour to confirm that the foregoing is acceptable to the Government of Sweden and that the Department's note together with the Embassy's reply shall constitute an Agreement amending the Agreement between the Government of Sweden and the Government of Australia on conditions and controls for nuclear transfers for peaceful purposes between Sweden and Australia, done at Canberra on 18 March 1981, which amendment shall enter into force on the date of this reply.

The Embassy of Sweden avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Canberra, 12 July 1982
