

No. 25967

**FRANCE
and
SWEDEN**

Exchange of letters constituting an agreement concerning the return of plutonium obtained upon reprocessing in France of fuels irradiated in Sweden (with annex). Paris, 21 November 1986

Authentic text: French.

Registered by France on 6 June 1988.

**FRANCE
et
SUÈDE**

Échange de lettres constituant un accord relatif au retour du plutonium issu du retraitement en France des combustibles irradiés en Suède (avec annexe). Paris, 21 novembre 1986

Texte authentique : français.

Enregistré par la France le 6 juin 1988.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC
AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN
CONCERNING THE RETURN OF PLUTONIUM OBTAINED
UPON REPROCESSING IN FRANCE OF FUELS IRRADIATED
IN SWEDEN

I

MINISTRY OF FOREIGN AFFAIRS
AMBASSADOR OF FRANCE
SECRETARY-GENERAL

Paris, 21 November 1986

Sir,

The Government of the French Republic and the Government of the Kingdom of Sweden, committed to the international regime on non-proliferation and to the objectives of the International Atomic Energy Agency (IAEA) as defined in its statutes,² bearing in mind the various commitments relating to peaceful use and surveillance to which they have each subscribed and having observed that the work of the International Atomic Energy Agency on international plutonium storage (IPS) has enhanced international cooperation in this field, have decided to lay down bilateral provisions concerning plutonium obtained upon reprocessing in France of fuels irradiated in Sweden.

Pursuant to the discussions held for this purpose by the representatives of our two countries, and with reference to the exchange of letters dated 10 July 1979³ and 25 January and 16 May 1983 in connection with the contracts regarding the processing of fuels irradiated in Sweden concluded between the company COGÉMA and the company SKB, I have the honour to propose, on instructions from my Government, the following provisions:

1. The following provisions shall apply to fuels irradiated in Sweden, to plutonium, to successive generations of plutonium and to other nuclear material obtained upon reprocessing in France of the above-mentioned fuels.
2. The French Government pledges that the nuclear material referred to in article 1 which is transferred to France will be used exclusively for peaceful and non-explosive purposes. Such material shall be subject to the safeguards of the International Atomic Energy Agency within the framework of the Agreement

¹ Came into force on 21 November 1986, the date of the letter in reply, in accordance with the provisions of the said letters.

² United Nations, *Treaty Series*, vol. 276, p. 3 and vol. 471, p. 334.

³ *Ibid.*, vol. 1424, p. 323.

of 27 July 1978 between France, EURATOM and IAEA¹ and the Subsidiary Arrangement thereto.

3. The Swedish Government pledges that the nuclear material referred to in article 1 which is transferred to Sweden will be used exclusively for peaceful and non-explosive purposes. Such material shall be subject to the safeguards of the International Atomic Energy Agency within the framework of the Agreement on Safeguards of 14 April 1975, between Sweden and the Agency,² and the Subsidiary Arrangements thereto.

4. The two Governments pledge to apply to the nuclear material referred to in article 1 physical protection measures in accordance with their respective national legislation and the international arrangements to which they have subscribed. The levels of physical protection shall be at least those specified in annex B to document INFCIRC/254 of IAEA. Each Party reserves the right, in accordance with its national regulations, to apply stricter physical protection criteria within its territory.

Responsibility for implementing physical protection measures shall rest with each Contracting Party within its jurisdiction.

5. Plutonium obtained upon reprocessing by COGÉMA of fuel irradiated in Sweden shall be returned to Sweden or, it may be sold to a third country, in accordance with the provisions of article 9 below, or to France, in accordance with the provisions of article 11.

6. The French Government undertakes to grant export permits for quantities of plutonium to be used in Sweden for the following end uses:

- Fueling of nuclear power reactors,
- Manufacture of fuels for such reactors, or
- Research in reactors or laboratories, including interim storage necessary for the smooth conduct of the foregoing operations.

7. Export permits shall be granted upon certification by the recipient (sample form annexed hereto), stating the end use, quantities, the approximate schedule for delivery, the timetable for the use of the material, the form in which the delivery will be made, and which of the above purposes the material will be used for.

The Swedish Government shall, in the case of each shipment, guarantee to the French Government the information contained in the aforementioned certificate.

8. Plutonium intended for final use in Sweden may be transformed into fuel elements in a third country if the latter has an agreement with France covering plutonium.

9. Sweden may sell nuclear material referred to in paragraph 1 to a third country either directly from French territory or by re-exporting the material from Sweden to a third country, provided that the French and Swedish Governments have given their prior approval and provided that the end use is identical to that envisaged in article 6. In such cases, the Government of the third country

¹ United Nations, *Treaty Series*, vol. 1259, p. 177.

² *Ibid.*, vol. 1022, p. 3.

purchasing the material shall provide the two Governments with the information and safeguards envisaged in article 7 above.

10. Nuclear material sold by Sweden to a third country, in accordance with the foregoing paragraph, may be transformed into fuel elements in another country if the latter has an agreement with France covering the nuclear materials concerned.

11. In the event that France purchases from Sweden plutonium obtained from the reprocessing of fuels irradiated in Sweden, the material must be used for purposes identical to those referred to in article 6 above. In such cases, the French Government shall provide the Swedish Government with the information and guarantees envisaged in article 7 above.

12. The Swedish Government and the French Government shall notify IAEA as appropriate regarding transfers of plutonium obtained from fuels irradiated in Sweden.

13. The two Governments shall consult one another with respect to all cases not covered by this exchange of letters, or to review the terms thereof, in the event that an international plutonium storage system is established within the framework of the International Atomic Energy Agency.

14. This exchange of letters may be amended by mutual agreement between the two Governments. In any event, the provisions of articles 2 to 12 shall remain in force so long as any of the nuclear material envisaged in these articles still exists, unless the two Parties decide otherwise.

If the foregoing provisions are acceptable to the Government of the Kingdom of Sweden, I have the honour to propose that this letter and Your Excellency's reply should constitute an agreement between our two Governments, which will take effect on the date of your reply.

Accept, Sir, etc.

[Signed]

ANDRÉ ROSS

His Excellency Mr. Carl Lidbom
Ambassador of the Kingdom of Sweden
to France

STANDARD FORM

Request for the transfer of plutonium

1. *Reprocessor*
 - 1.1. Name and trade name
 - 1.2. Address
2. *Recipient*
 - 2.1. Name or trade name
 - 2.2. Address
 - 2.3. Principal activity
3. *Nature of the delivery*
 - 3.1. Total weight of plutonium
 - 3.2. Weight of fissionable plutonium
 - 3.3. Form of plutonium
 - 3.4. Approximate schedule for delivery
4. *Use of the plutonium*
 - 4.1. Fuel production
 - 4.1.1. Type of production
 - 4.1.2. Name, trade name and address of manufacturer
 - 4.1.3. Production timetable
 - 4.2. Other uses
 - 4.2.1. Nature of use
 - 4.2.2. Name, trade name and address of user
 - 4.2.3. Use timetable
 - 4.3. End use
 - 4.3.1. Nature of end use
 - 4.3.2. Name of installation
 - 4.3.3. Name, trade name and address of end user
 - 4.3.4. End use timetable

The undersigned hereby certifies that the information provided in this form is true and correct.

Date and place of signature:

Signature:

Name and title of signatory:

II

EMBASSY OF SWEDEN

Paris, 21 November 1983

Sir,

I have the honour to acknowledge receipt of your letter of 21 November which reads as follows:

[See letter I]

I have the honour to inform you that the foregoing provisions are acceptable to the Swedish Government and that your letter and this reply constitute an agreement between our two Governments which will enter into force on today's date.

Accept, Sir, etc.

[Signed]

CARL LIDBOM
Ambassador

Mr. André Ross
Secretary-General
Ministry of Foreign Affairs
Paris
