

No. 32896

FRANCE
and
SWEDEN

Agreement concerning cooperation in defence *matériel* research, development, production and procurement and the broadening of industrial cooperation. Signed at Stockholm on 7 March 1993

Authentic texts: French and Swedish.

Registered by France on 21 June 1996.

FRANCE
et
SUÈDE

Accord relatif à la coopération en matière de recherche, développement, production et acquisition de matériels de défense et à l'élargissement de la coopération industrielle. Signé à Stockholm le 7 mars 1993

Textes authentiques : français et suédois.

Enregistré par la France le 21 juin 1996.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN CONCERNING COOPERATION IN DEFENCE *MATÉRIEL* RESEARCH, DEVELOPMENT, PRODUCTION AND PROCUREMENT AND THE BROADENING OF INDUSTRIAL COOPERATION

The Government of the French Republic, represented by the Minister of Defence, and the Government of the Kingdom of Sweden, represented by the Minister of Defence (hereinafter called the Parties),

Recognizing that they have a common need for certain defence *matériel*,

Welcoming the cooperation established in the framework of the Security Agreement² and Protocol concerning certain exchanges of secret information signed on 22 and 26 October 1973, respectively,

Recognizing further the cooperation efforts currently being made by the defence procurement services and manufacturers in their two countries,

Considering that each country would derive benefit from a strengthening of cooperation in defence *matériel* research, development, production and procurement, and from a broadening of industrial cooperation,

Have agreed as follows:

1. This Agreement shall be implemented by each Party in accordance with its domestic legislation. Each Party, within the limit of its resources and its constitutional powers, shall ensure the implementation of this Agreement, provided that such implementation is consistent with its international obligations. Any agreement concluded subsequently between one of the Parties and a third party shall be without prejudice to the implementation of this Agreement or to the obligations of the Parties thereunder.

2. With a view to improving the capacity of their industries working directly or indirectly for defence by more effectively exploiting resources, the two Parties shall endeavour to promote cooperation in the fields of research, development, production, procurement and trade.

The two Parties shall endeavour to develop cooperation in the mutual utilization of their test facilities.

The two Parties shall exchange information and views with respect to industrial defence policy.

3. Aware of the importance of the participation of industry in research and development, and in the manufacture and procurement of defence *matériel*, the two Parties shall encourage the consideration of proposals that could enhance the participation of industry in the two countries.

¹ Came into force on 7 March 1993 by signature, in accordance with article 10.

² United Nations, *Treaty Series*, vol. 1019, p. 65.

4. Recognizing that defence *matériel* research, development, production and procurement are geared to national requirements of a strategic, operational and logistic nature, the two Parties shall encourage the adoption of a selective approach with respect to cooperation.

5. Subject to the provisions concerning security set forth in the Agreement and Protocol of 22 and 26 October 1973, the Parties undertake, where appropriate, to exchange such information, technical data and *matériel* as may be necessary to create opportunities for cooperation with respect to research, development and production.

6. For the purpose of promoting cooperation, the two Parties shall establish a joint steering committee and related *ad hoc* groups charged with developing cooperation in defence *matériel* research, development, production and procurement, and with broadening industrial cooperation as provided in this Agreement.

The French Delegate General for armaments, or his representative, shall head the French delegation on the steering committee. The Chief of the Department of Military Affairs of the Swedish Ministry of Defence, or his representative, shall head the Swedish delegation. The co-chairmen of the steering committee shall jointly designate the other permanent members of the committee and the participants, who shall be invited as required.

Six *ad hoc* groups shall be established. Their terms of reference shall cover, respectively, the following fields: research, *matériel* for the army, *matériel* for the naval forces, *matériel* for the air force, missiles and electronics. The French and Swedish co-chairman of each *ad hoc* group shall be designated by the co-chairmen of the steering committee.

7. In accordance with the provisions of this Agreement, the steering committee shall be responsible, on its own initiative or on the basis of proposals made by the *ad hoc* groups, for:

(a) Submitting and exchanging information for the purpose of identifying proposals likely to offer scope for cooperation;

(b) Deliberating with a view to choosing proposals that meet the objective of this Agreement;

(c) Discussing proposals submitted by either of the Parties that are intended to encourage cooperation in research on, and the development, production, procurement and trade of, certain items of defence *matériel*;

(d) Preparing, subject to the conditions set forth in the proposals selected, agreements geared to the execution of programmes, taking the relevant decisions, obtaining approval, as required, and monitoring their progress; and

(e) Maintaining a register of all the cooperation projects approved by the Parties with respect to defence equipment.

8. The steering committee shall meet once a year, except where jointly decided otherwise. The meeting shall be held alternately in France and in Sweden under the chairmanship of the head of the delegation of the host country.

9. Any dispute relating to the interpretation or implementation of this Agreement shall be resolved amicably, and as expeditiously as possible, through consultation or negotiation between the Parties.

10. This Agreement shall enter into force on the date of the last signature. It may be denounced by either Party provided it notifies the other Party in writing of its intention to denounce; such denunciation shall take effect six (6) months after receipt of the notification of denunciation. It may also be denounced at any time by agreement between the Parties. The respective responsibilities and obligations of the Parties under the provisions relating to security and concerning the protection of technical information and data shall not be affected by such denunciation. Furthermore, denunciation shall be without prejudice to any obligations or responsibilities accepted under the terms of this Agreement.

DONE at Stockholm on 7 March 1993 in duplicate in the French and Swedish languages, both texts being equally authentic.

For the Government
of the French Republic:

PERRE JOXE
Minister of Defence

For the Government
of the Kingdom of Sweden:

ANDERS BJÖRCK
Minister of Defence
