

No. 7651

**CANADA
and
SWEDEN**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at Stockholm, on 11 September 1962**

Official texts: English and French.

Registered by Canada on 25 March 1965.

**CANADA
et
SUÈDE**

**Accord de coopération concernant l'utilisation pacifique de
l'énergie atomique. Signé à Stockholm, le 11 septembre
1962**

Textes officiels anglais et français.

Enregistré par le Canada le 25 mars 1965.

No. 7651. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF SWEDEN FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT STOCKHOLM, ON 11 SEPTEMBER 1962

The Government of Canada and the Government of Sweden,

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 advantages to them both of effective cooperation in the promotion and development of the peaceful uses of atomic energy,

Intending, therefore, to cooperate with one another to these ends,

Have agreed as follows :

Article I

1. The cooperation intended by this Agreement relates to the peaceful uses of atomic energy only and excludes the supply of information, 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.

2. It shall include the following :

(a) the supply of unclassified information including that relating 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 ;

¹ Came into force on 6 December 1962, the date of the exchange of the instruments of ratification at Stockholm, in accordance with article VII.

- (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 ;
- (e) the rendering of technical assistance and services.

3. The cooperation envisaged in this Article shall be effected on terms and conditions to be agreed and in accordance with the laws, regulations and licensing requirements in force in Canada and Sweden respectively.

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 II

1. The Contracting Parties shall, to such extent as is practicable, assist each other on matters within the scope of this Agreement. They shall encourage and facilitate cooperation between their governmental enterprises and persons under their jurisdiction, on matters within the scope of this Agreement.

2. Governmental enterprises and persons under the jurisdiction of either Contracting Party may, with the general or specific authorization of their Government if required, deal directly with and perform or receive services for or from the other Contracting Party, its governmental enterprises or authorized persons under its jurisdiction, on matters within the scope of this Agreement.

Article III

1. Either Contracting Party its governmental enterprises or persons under its jurisdiction may supply to or receive from the other Contracting Party or governmental enterprises or persons under the jurisdiction of either Contracting Party, information on matters within the scope of this Agreement, subject to the following conditions:

- (a) information obtained by either Contracting Party pursuant to this Agreement may be transferred to a third party, unless otherwise specified at or before the time of supply ;
- (b) information regarded by the supplying Contracting Party as being of commercial value shall be supplied only under terms and conditions specified by the said Contracting Party ;

- (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, shall take place only with the consent of and under terms specified by such persons.

2. The supply of information and the transfer of proprietary or patent rights received from a third party under terms preventing such supply or transfer shall be excluded from the scope of this Agreement.

Article IV

1. Governmental enterprises and persons under the jurisdiction of either Contracting Party may, with the general or specific authorization of their Government, supply to or receive from the other Contracting Party its governmental enterprises or authorized persons under its jurisdiction, equipment, facilities, materials, source material special nuclear material and fuel, on commercial terms or as otherwise agreed.

2. Any such supply pursuant to this Agreement shall be subject to the terms of this Agreement and in particular to the following conditions :

- (a) unless otherwise specified by the supplying Contracting Party at or before the time of initial supply, equipment and materials obtained pursuant to this Agreement, and identified material, may be transferred to governmental enterprises of the recipient Contracting Party and persons under the jurisdiction of the said Contracting Party subject, however, to the specific authorization of the latter ;
- (b) (i) equipment (other than nuclear reactors) and materials obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party, if so specified by the supplying Contracting Party at or before the time of initial supply ;
(ii) identified material and nuclear reactors obtained pursuant to this Agreement shall not be transferred beyond the jurisdiction of the recipient Contracting Party without the prior written consent of the supplying Contracting Party ;
- (c) source material, special nuclear material or fuel shall be supplied subject to the granting of an option to the supplying Contracting Party to purchase for use for peaceful purposes only any quantity of special nuclear material derived from the use of identified material as may be in excess of the quantities needed for the use of the recipient Contracting Party its governmental enterprises or persons under its jurisdiction ;
- (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