

No. 8059

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
SWITZERLAND**

**Agreement for co-operation in the peaceful uses of atomic
energy. Signed at Berne, on 11 August 1964**

Official texts: English and French.

Registered by the United Kingdom of Great Britain and Northern Ireland on 28 January 1966.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
SUISSE**

Accord de coopération pour l'utilisation de l'énergie atomique à des fins pacifiques. Signé à Berne, le 11 août 1964

Textes officiels anglais et français.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 28 janvier 1966.

No. 8059. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE CONFEDERATION OF SWITZERLAND FOR CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY. SIGNED AT BERNE, ON 11 AUGUST 1964

The Government of the United Kingdom of Great Britain and Northern Ireland on their own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as the Authority) and the Government of the Confederation of Switzerland (hereinafter referred to as the Swiss Government) ;

Desiring to co-operate in the promotion and development of the peaceful uses of atomic energy ;

Have agreed as follows :

Article I

(1) Subject to the provisions of this Agreement, the Contracting Parties shall collaborate with each other for the promotion and development of the peaceful uses of atomic energy in their respective countries in the following ways :

- (a) The Authority and the Swiss Government shall make available to each other unclassified information to the extent and in the manner specified in Article II.
- (b) The Authority and the Swiss Government shall facilitate exchanges of unclassified information between persons in the United Kingdom on the one hand and persons in Switzerland on the other hand with a view to forwarding the peaceful uses of atomic energy.
- (c) The Authority shall assist the Swiss Government or persons authorised by that Government in obtaining research and power reactors from the United Kingdom and in obtaining assistance in the design, construction and operation of such reactors.
- (d) The Authority shall sell, or shall assist the Swiss Government or persons authorised by that Government in purchasing from the United Kingdom, fuel for the operation of research and power reactors in Switzerland as set out in Article III.
- (e) The Authority shall process used fuel from research and power reactors operating in Switzerland, or shall assist the Swiss Government or persons authorised by

¹ Came into force on 5 August 1965 by the exchange of the instruments of ratification at London, in accordance with article XI (1).

that Government in arranging for such processing in the United Kingdom, to such an extent and on such commercial terms as may be agreed.

- (f) The Authority shall provide to the Swiss Government or to persons authorised by that Government, on commercial terms, assistance in the design, construction and operation of facilities for the manufacture of fuel in Switzerland and for the processing of used fuel in Switzerland or shall facilitate the procurement by the Swiss Government or by persons authorised by that Government of such assistance.
- (g) The Contracting Parties shall, to such extent as is practicable, assist each other in the procurement, by either Government or by persons under their jurisdiction, of material, equipment and other requisites for the atomic energy research, development, and production programmes in their respective countries.
- (h) Each Contracting Party shall, wherever possible, assist students and trainees recommended by the other in obtaining training in subjects relevant to the peaceful uses of atomic energy.
- (i) The Contracting Parties may arrange for the provision of technical advice from the Authority to the Swiss Government or from the Swiss Government to the Authority, by the secondment of experts or in such other ways as may be agreed.

(2) The two Governments may agree on ways of collaborating for the promotion and the development of the peaceful uses of atomic energy additional to those enumerated in the preceding paragraph.

Article II

(1) Subject to the rights of third parties, to the obligations entered into by either Contracting Party under any international agreement, and to the applicable laws, regulations and licence requirements in force in Switzerland and in the United Kingdom, the Authority and the Swiss Government will make available to each other unclassified research information concerning the peaceful uses of atomic energy which is or may in the future be at their disposal and is relevant to the present or any projected atomic energy programme in Switzerland or the United Kingdom, respectively.

(2) The transmission of information within the scope of this Agreement which is regarded by the person transmitting that information as being of commercial value shall be made only at such time and on such commercial terms and conditions as may be agreed in each case.

(3) The person receiving information under this Article shall have the right (save as may be specified in particular contracts made thereunder) :

- (a) to use it freely for his own purposes, save that if the information relates to an invention patented by the Authority or the Swiss Government in the country in which the invention is to be used, its use, including communication to any third party, shall be subject to such terms as may be agreed ;
- (b) to communicate it to a third party, unless the person transmitting the information shall have stipulated to the contrary at the time of transmission.

In the event of communication to a third party, the person so communicating the information shall be at liberty, subject to any patent rights of the person by whom it was originally provided, to make whatever arrangements he wishes with that third party in respect of the use of the information and of the ownership of any results, including patentable inventions, which may be obtained from the use of the information.

(4) For the purpose of this Article "person" shall mean the Authority or the Swiss Government, as the case may be.

Article III

(1) The Authority shall sell to the Swiss Government or to persons authorised by that Government, on commercial terms, or shall assist the Swiss Government or persons authorised by that Government in purchasing from the United Kingdom on commercial terms :

- (a) fuel of such quality and quantity as may be necessary for the efficient and continuous operation of research and power reactors obtained from the United Kingdom pursuant to this Agreement ;
- (b) to such an extent as may be agreed in particular contracts, fuel for the operation of other research and power reactors.

(2) Sales of fuel pursuant to paragraph (1) of this Article shall be subject to the following limitations and conditions :

- (a) that such fuel shall be used only in reactors obtained from the United Kingdom pursuant to this Agreement or, with the consent of the Authority, in other reactors whose design has been accepted in accordance with Article V (a) (i) of this Agreement ;
- (b) that the quantity of such fuel shall not at any given time be in excess of the quantity needed for the full loading of any reactor or reactors referred to in sub-paragraph (2) (a) of this Article, together with such additional quantity for replacement as may be necessary for the efficient and continuous operation of such reactor or reactors ;
- (c) that when any such fuel has been discharged from any reactor after irradiation or has been discarded, or when any source material obtained from the United Kingdom and irradiated in any reactor employing any part of such fuel requires

processing or storing, it shall be delivered to the Authority or to processing or storage facilities accepted in accordance with Article V (a) (i) of this Agreement ;

- (d) that except as may be agreed between the Contracting Parties in any particular case, no alteration shall be made of the form and content of the fuel or source material to which sub-paragraph (2) (c) of this Article applies after its removal from a reactor and before its delivery to the Authority or to the facilities referred to in sub-paragraph (2) (c) of this Article ;
- (e) that such operating records shall be maintained as may be necessary to ensure that an accurate account shall at all times be kept of the fuel and source material to which sub-paragraph (2) (c) of this Article applies ; and that such records shall be made available to the Authority when required by them.

Article IV

Since it is the intention of the Contracting Parties that the information exchanged and the material and equipment supplied shall be used solely for the promotion and development of the peaceful uses of atomic energy, the Contracting Parties will enter into consultations with the International Atomic Energy Agency at a time to be agreed, with a view to negotiating an agreement under which the controls and safeguards provided by this Agreement would be administered by the Agency.

Article V

Until such time as the relevant controls and safeguards shall be administered by the International Atomic Energy Agency as a result of agreement reached in consultations held in accordance with Article IV of this Agreement :

- (a) Subject to the provisions of paragraph (d), each Contracting Party shall have the following rights in order to assure itself that any material or equipment supplied pursuant to this Agreement or any source material or special fissionable material derived from the use of such material or equipment is being used solely for peaceful purposes :
 - (i) to examine the design of equipment and facilities, including nuclear reactors, which are to be made available to the other Contracting Party or to persons under its jurisdiction pursuant to this Agreement, or in which any material supplied pursuant to this Agreement, or any special fissionable material derived from the use of such material or of equipment supplied pursuant to this Agreement is to be employed, processed or stored, only from the viewpoint of assuring that it will not further any military purpose, and that it will permit effective application of the provisions of this Agreement ; provided that, subject to their responsibilities to the Contracting Party appointing