

No. 8725

**UNITED STATES OF AMERICA
and
SWEDEN**

**Agreement for co-operation concerning civil uses of atomic
energy (with appendix). Signed at Washington, on
28 July 1966**

Official text: English.

Registered by the United States of America on 14 August 1967.

**ÉTATS-UNIS D'AMÉRIQUE
et
SUÈDE**

**Accord de coopération concernant l'utilisation de l'énergie
nucléaire à des fins civiles (avec appendice). Signé à
Washington, le 28 juillet 1966**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 14 août 1967.

No. 8725. AGREEMENT¹ FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF SWEDEN CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 28 JULY 1966

Whereas the Government of the United States of America and the Government of Sweden signed an "Agreement for Cooperation Between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy" on January 18, 1956² which was amended by the Agreement signed on August 3, 1956,³ the Agreement signed on April 25, 1958,⁴ and the Agreement signed on July 20, 1962;⁵ and

Whereas the Government of the United States of America and the Government of Sweden desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of Sweden are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy" signed on January 18, 1956, as amended;

The Parties agree as follows:

Article I

The "Agreement for Cooperation Between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy", signed on January 18, 1956, as amended, is superseded on the date this Agreement enters into force.

¹ Came into force on 15 September 1966, the date on which each Government received from the other Government written notification that it had complied with all statutory and constitutional requirements for the entry into force of the Agreement, in accordance with article XIV.

² United Nations, *Treaty Series*, Vol. 240, p. 413.

³ United Nations, *Treaty Series*, Vol. 279, p. 332.

⁴ United Nations, *Treaty Series*, Vol. 316, p. 364.

⁵ United Nations, *Treaty Series*, Vol. 460, p. 306.

Article II

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, policies, and license requirements in force in their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

Article III

Subject to the provisions of Article II, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means including reports, conferences, and visits to facilities, and shall include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors;

(2) Health and safety problems related to the operation and use of the types of reactors listed in subparagraph (1) above; and

(3) The use of radioactive isotopes and radiation in physical and biological research, medical therapy, agriculture, and industry.

Article IV

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article III and subject to the provisions of Article II, including special nuclear materials for purposes other than fueling reactors and reactor experiments, source materials, heavy water, by-product materials, other radioisotopes, and stable isotopes may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

Article V

The application or use of any information (including design drawings and specifications) and any material, equipment, and devices exchanged or transferred between the Parties under this Agreement, shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information, material, equipment, and devices for any particular use or application.

Article VI

With respect to the subjects of agreed exchange of information referred to in Article III, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other for the transfer of materials, including special nuclear material, and equipment and devices, and for the performance of services. Such arrangements shall be subject to the limitations in Articles II and VIII.

Article VII

A. During the period of this Agreement, the United States Commission will transfer to the Government of Sweden, under such terms and conditions as the Parties may agree, uranium enriched in the isotope U-235 for use in the fueling of defined research applications, including research reactors, materials testing reactors, reactor experiments, and reactor prototypes, as the Commission may agree to upon request of the Government of Sweden.

B. In addition, the United States Commission will sell to the Government of Sweden under such terms and conditions as the Parties may agree, all of Sweden's requirements for uranium enriched in the isotope U-235 for use in the power reactor program described in the Appendix to this Agreement, which Appendix,

subject to the quantity limitation established in Article VIII, may be amended from time to time by mutual consent without modification of this Agreement.

C. The Commission may also transfer to the Government of Sweden, under such terms and conditions as the Parties may agree, special nuclear material for the performance in Sweden of conversion or fabrication services, or both, and for subsequent transfer to a nation or group of nations with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls.

D. The United States Commission is also prepared, to such extent and under such conditions as it may establish, to enter into contracts to provide after December 31, 1968, for the production or enrichment, or both, in facilities owned by the Commission, of special nuclear material for the account of the Government of Sweden for the uses specified in paragraphs A, B and C of this Article.

E. With respect to transfers of uranium enriched in the isotope U-235 provided for in paragraphs A, B, C and D of this Article, it is understood that:

- (1) contracts specifying quantities, enrichments, delivery schedules and other terms and conditions of supply or service will be executed on a timely basis between the United States Commission and the Government of Sweden, and
- (2) prices for uranium enriched in the isotope U-235 sold or for services performed and the advance notice required for delivery will be those in effect at the time of delivery for users in the United States. The United States Commission may agree to supply enriched uranium or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price as the United States Commission may consider reasonable to cover abnormal production costs incurred by the United States Commission by reason of such shorter notice.

F. It is agreed that, should the total quantity of enriched uranium which the United States Commission has agreed to provide pursuant to this and other Agreements for Cooperation reach the maximum quantity of enriched uranium which the Commission has available for such purposes, and should the Government of Sweden not have executed contracts covering the adjusted net quantity specified in Article VIII, the Commission may request, upon appropriate notice, that the Government of Sweden execute contracts for all or any part of such enriched uranium as is not then under contract. It is understood that, should the Government of Sweden not execute contracts in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations to the Government of Sweden with respect to the enriched uranium for which contracts have been so requested.