

No. 48674

**Switzerland
and
Sweden**

Agreement between the Swiss Federal Council and the Government of Sweden for cooperation in the peaceful uses of nuclear energy. Bern, 6 December 2010

Entry into force: *1 January 2011 by notification, in accordance with article X*

Authentic texts: *English, French and Swedish*

Registration with the Secretariat of the United Nations: *Switzerland, 28 June 2011*

**Suisse
et
Suède**

Accord de coopération entre le Conseil fédéral suisse et le Gouvernement de la Suède pour l'utilisation de l'énergie atomique à des fins pacifiques. Berne, 6 décembre 2010

Entrée en vigueur : *1^{er} janvier 2011 par notification, conformément à l'article X*

Textes authentiques : *anglais, français et suédois*

Enregistrement auprès du Secrétariat des Nations Unies : *Suisse, 28 juin 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT
BETWEEN
THE SWISS FEDERAL COUNCIL
AND THE GOVERNMENT OF SWEDEN
FOR COOPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY

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The Swiss Federal Council and the Government of Sweden;

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the "Agreement between the Government of Switzerland and the Government of Sweden for cooperation in the peaceful uses of atomic energy", signed at Berne on 14 February 1968 (hereinafter referred to as "the 1968 Cooperation Agreement"), and to the Additional Protocol to the 1968 Cooperation Agreement (hereinafter referred to as "the 1990 Additional Protocol"), signed at Stockholm on 25 April 1990;

Desiring to take into account developments in the international nuclear non-proliferation regime that have occurred since the signing of the 1968 Cooperation Agreement;

Mindful that Switzerland and Sweden are parties to the Treaty on the Non-Proliferation of Nuclear Weapons of 1 July 1968 (hereinafter referred to as "the Non-Proliferation Treaty") and have concluded agreements with the International Atomic Energy Agency (hereinafter referred to as "the IAEA") in accordance with Article III paragraph 1 of the Non-Proliferation Treaty, for the application of safeguards on all source and special fissionable material in their current and future peaceful activities and supplemented by Additional Protocols;

Recognizing that safeguards in Sweden are applied under Chapter 7 of the Treaty of 25 March 1957 establishing the European Atomic Energy Community (hereinafter referred to as "the Euratom Treaty");

Recognizing the free movement of nuclear material, non-nuclear material, equipment and technology within the Community established by the Euratom Treaty;

Recognizing that Switzerland and Sweden as Members of the Nuclear Suppliers Group have decided that, when considering the export of nuclear material, equipment or technology, they will act in accordance with the principles contained in the "Guidelines for nuclear transfers" (hereinafter referred to as "the NSG Guidelines") published by the IAEA as Annex to document INFCIRC/254/Part 1/Rev 9, as amended;

Recognizing that Switzerland and Sweden are parties to the "Convention on the physical protection of nuclear material" of 3 March 1980 (published as document INFCIRC/274/Rev. 1 of the IAEA);

Have agreed as follows:

Article I: Definitions

For the purpose of this Agreement:

- a) "appropriate authority" means, in the case of Switzerland, the Federal Office of Energy and, in the case of Sweden, the Swedish Radiation Safety Authority or such other authority as the Party concerned may notify the other Party;
- b) "non-nuclear material", "equipment" and "technology" are defined according to the definitions in Annex A and B to the NSG Guidelines, as amended ;
- c) "nuclear material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA. Any determination by the Board of Governors of the IAEA under Article XX of the IAEA's Statute which amends the list of materials considered to be "source material" or "special fissionable material" shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept such amendment.

Article II: Scope

1. This Agreement shall apply to:

- a) nuclear material, non-nuclear material, equipment and technology transferred between Switzerland and Sweden whether directly or through a third country, upon its entry into the territorial jurisdiction of the receiving Party;
- b) all forms of nuclear material prepared by chemical or physical processes or isotope separation provided that the quantity of nuclear material so prepared shall only be regarded as falling within the scope of this Agreement in the same proportion as the quantity of nuclear material used in its preparation, and which is subject to this Agreement, bears to the total quantity of nuclear material so used;
- c) all generations of nuclear material produced by neutron irradiation provided that the quantity of nuclear material so produced shall only be regarded as falling within the scope of this Agreement in the same proportion as the quantity of nuclear material which is subject to this Agreement and which is used in its production, contributes to this production;
- d) nuclear material produced, processed or used in, or produced through the use of, non-nuclear material or equipment subject to this Agreement, according to modalities to be agreed by the Parties on a case-by-case basis.

2. The items referred to in paragraph 1 a) of this Article shall be transferred pursuant to this Agreement only to a natural or legal person identified by the appropriate authority of the recipient Party as duly authorized to receive those items.

3. The appropriate authorities of both Parties shall establish notification and other administrative arrangements in order to implement the provisions of this Agreement.

Article III: Peaceful use

Nuclear material, non-nuclear material, equipment and technology subject to this Agreement shall not be used for the development and manufacture of nuclear weapons or other nuclear explosive devices or for any military purposes.

Article IV: Physical protection

1. In respect of nuclear material transferred pursuant to this Agreement, Sweden and Switzerland, as appropriate, shall apply measures of physical protection according to the criteria for physical protection set forth in Annex C to the NSG Guidelines.
2. In respect of international transport of nuclear material subject to this Agreement, Sweden and Switzerland, as appropriate, shall act in conformity with the provisions of the Convention on the Physical Protection of Nuclear Material.
3. Modifications to these documents shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept such modifications.

Article V: Safeguards

1. With reference to nuclear material, the fulfilment of the commitment made in Article III of this Agreement shall be verified as follows:
 - (a) In Switzerland the requirement in paragraph 1 of this Article is satisfied by the agreement concluded on 6 September 1978 between Switzerland and the IAEA for the application of safeguards in connection with the Non-Proliferation Treaty (published as document INFCIRC/264 of the IAEA) and supplemented by the Additional Protocol of 16 June 2000.
 - (b) In Sweden the requirement in paragraph 1 of this Article is satisfied by safeguards pursuant to Chapter 7 of the Euratom Treaty and the acceptance of safeguards by the IAEA pursuant to the agreement concluded on 5 April 1973/24 May 1995 between the Republic of Austria, the Kingdom of Belgium, the Kingdom of Denmark, the Republic of Finland, the Federal Republic of Germany, the Hellenic Republic, Ireland, Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the Portuguese Republic, the Kingdom of Spain, the Kingdom of Sweden, the European Atomic Energy Community and the IAEA for the application of safeguards in connection with the Non-Proliferation Treaty (published as document INFCIRC/193 of the IAEA), and supplemented by the Additional Protocol of 22 September 1998.
2. If for any reason or at any time nuclear material subject to this Agreement is not or will not be subject to mutually acceptable IAEA safeguards within the territory of a Party, that Party shall forthwith enter into an agreement with the other Party for the establishment of a safeguards arrangement, applicable to that nuclear material that provides assurances at least equivalent to those provided by the safeguards agreement in place between that Party and the IAEA on the date of the entry into force of this Agreement.

Article VI: Retransfers

1. Nuclear material, non-nuclear material, equipment and technology transferred to Switzerland under this Agreement shall not be retransferred beyond the jurisdiction of Switzerland, except into the territorial jurisdiction of Sweden, without obtaining assurances as required by the NSG Guidelines. Retransfers of nuclear material, non-nuclear material,

equipment and technology specified in paragraph 9(b) of the NSG Guidelines shall require the prior written consent of Sweden.

2. Nuclear material, non-nuclear material, equipment and technology transferred to Sweden under this Agreement shall not be retransferred to any country outside the European Atomic Energy Community except into the territorial jurisdiction of Switzerland, without obtaining assurances as required by the NSG Guidelines. Retransfers out of the European Atomic Energy Community of nuclear material, non-nuclear material, equipment and technology specified in paragraph 9(b) of the NSG Guidelines shall require the prior written consent of Switzerland.

3. The Parties may establish an arrangement to facilitate the implementation of paragraphs 1 and 2 of this Article.

Article VII: Termination of provisions concerning nuclear material, non-nuclear material, equipment and technology

1. Nuclear material, non-nuclear material and equipment referred to in Article II of this Agreement shall remain subject to the provisions of this Agreement until

a) it has been transferred beyond the jurisdiction of either Party in accordance with the provisions of Article VI of this Agreement; or

b) with respect to nuclear material, it has been determined by the IAEA in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement between the Party concerned and the IAEA that it is no longer usable or that it is practicably irrecoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of safeguards; or

c) it has been otherwise agreed between the Parties.

2. Technology referred to in Article II of this Agreement shall remain subject to the provisions of this Agreement for a period jointly determined by the Parties prior to the transfer.

Article VIII: Settlement of disputes

1. Any dispute arising out of the interpretation or application of this Agreement shall be settled by negotiation that the Parties undertake to carry out in good faith.

2. If after genuine efforts of both Parties such a dispute cannot be settled by negotiations, it shall be submitted, at the request of either Party, to an arbitral tribunal composed of three arbitrators appointed in accordance with the provisions of this Article.

3. Each Party shall designate one arbitrator who may be its national, and the two arbitrators so designated shall elect a third, a national of a third State, who shall be the chairman.

4. If within sixty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator.

5. The same procedure shall apply if, within sixty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.