

**Agreement for Co-operation Between the Government
of the United States of America and the Swiss Federal Council
Concerning Peaceful Uses of Nuclear Energy**

The Government of the United States of America and the Swiss Federal Council (hereinafter referred to as the Parties);

Considering their close co-operation in the development, use and control of nuclear energy for peaceful purposes pursuant to the Agreement for Cooperation Between the Government of the United States of America and the Government of Switzerland Concerning Civil Uses of Atomic Energy, signed on 30 December 1965, as amended;

Desiring to continue and expand their co-operation in this field;

Reaffirming their support for strengthening nuclear non-proliferation and disarmament measures on a world-wide basis;

Recognizing the indispensable role of the safeguards system of the International Atomic Energy Agency (hereinafter referred to as the Agency) in the maintenance of an effective non-proliferation regime;

Confirming their commitment to the strengthening of Agency safeguards, including their readiness to take such steps as are necessary to allow the Agency to apply safeguards effectively and efficiently and to attain its inspection goal at nuclear facilities in their respective jurisdictions;

Mindful that both the United States and Switzerland 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 Agency for the application of safeguards in connection with the Non-Proliferation Treaty,

Confirming that the Non-Proliferation Treaty is the cornerstone of the global nuclear nonproliferation regime, and that the United States is determined to pursue systematic and progressive efforts to reduce nuclear weapons globally, with the ultimate goal of eliminating those weapons;

Reaffirming their intention to work closely together and with other states to urge universal adherence to the Non-Proliferation Treaty and full realization of the purposes of the preamble and of all the provisions of that treaty;

Bearing in mind that nothing in the Non-Proliferation Treaty shall be interpreted as affecting the inalienable right of all the Parties to the Treaty to develop research, production and use of nuclear energy for peaceful purposes without discrimination and in conformity with Articles I and II of the Treaty, and that all the Parties to the Treaty undertake to facilitate, and have the right to participate in, the fullest possible exchange of equipment, materials and scientific and technological information for the peaceful uses of nuclear energy;

Recalling that the United States of America and Switzerland have ratified the Convention on the Physical Protection of Nuclear Material of 3 March 1980 (published as document INFCLRC/274/Rev. I of the Agency);

Recognizing that the United States of America and Switzerland have decided that they will act in accordance with the principles contained in the Guidelines for Nuclear Transfers of the "Nuclear Suppliers Group" (published as Annexes to documents INFCLRC/254/Rev.2/Parts I and 2 of the Agency and subsequent revisions and modifications of these documents);

Stressing the importance of Nuclear Suppliers Group principles on full-scope Agency safeguards as a condition of transfer to non-nuclear weapon states; on the control of nuclear related dual-use items; and on the exercise of restraint in the export of sensitive items;

Acknowledging that the separation, storage, transportation and use of plutonium call for continued measures to ensure the avoidance of risk of proliferation;

Desiring to favour commercial arrangements in the peaceful uses of nuclear energy on a predictable and reliable basis which take into account the long-term requirements of their nuclear energy programmes, and reaffirming their opposition to measures that unfairly burden legitimate nuclear commerce;

Have agreed as follows:

Article 1: Definitions

For the purpose of this Agreement:

(a) *alteration in form or content* means conversion of plutonium, high enriched uranium or uranium 233 or fabrication of fuel containing plutonium, high enriched uranium or uranium 233; it does not include

- post irradiation examination involving chemical dissolution or separation,
- disassembly or reassembly of fuel assemblies,
- irradiation,
- reprocessing or
- enrichment;

(b) *appropriate authority* means, in the case of Switzerland, the Federal Office of Energy and, in the case of the United States of America, the Department of Energy or such other authority as the Party concerned may notify the other Party;

(c) *equipment* means

- any reactor as a complete unit other than one designed or used primarily for the formation of plutonium or uranium 233;
- reactor pressure vessels, as complete units or as major shop-fabricated parts therefor, which are especially designed or prepared to contain the core of a reactor and are capable of withstanding the operating pressure of the primary coolant;
- reactor fuel charging and discharging machines as complete units; manipulative equipment designed or prepared for inserting or removing fuel in a reactor capable of unload operation;
- complete reactor control rod systems, including the control rod drive mechanism especially designed or prepared for the control of the reaction rate in a reactor;
- reactor primary coolant pumps especially designed or prepared for circulating the primary coolant of a reactor;
- any other item so designated jointly by the Parties;

(d) *Guidelines* means the Guidelines for Nuclear Transfers (published as Appendix to document INFCIRC/254/Rev.2/Part I of the Agency and subsequent revisions and modifications as agreed by the Parties);

(e) *high enriched uranium* means uranium enriched to twenty percent or more in the isotope U-235;

(f) *moderator material* means deuterium, heavy water and nuclear grade graphite for reactors as defined in paragraph 2 of Annex B to the Guidelines;

(g) *nuclear material* means any source material or special fissionable material as defined below:

- source material means depleted uranium, natural uranium, thorium or any other material so designated by agreement of the Parties.
- special fissionable material means plutonium, uranium 233 or uranium enriched in the isotope 233 or 235, or any other material so designated by agreement of the Parties:

(h) *nuclear supply* means nuclear material, moderator material and equipment transferred pursuant to the Agreement and nuclear material used in or produced through the use of such items;

(i) *Recommendations* means the recommendations published in document INFCIRC/225/Rev. 3 of the Agency entitled "the Physical Protection of Nuclear Material" and subsequent revisions as agreed by the Parties.

Article 2: Coverage

1. Nuclear material, moderator material and equipment transferred from the territory of one Party to the territory of the other Party, whether directly or through a third country, will be regarded as having been transferred pursuant to the Agreement only upon confirmation by the appropriate authority of the recipient Party to the appropriate authority of the supplier Party, that such nuclear material, moderator material and equipment will be subject to this Agreement and that the proposed recipient of such nuclear material, moderator material and equipment, other than the Party, is an authorized person. Such transfers of nuclear material, moderator material and equipment may be undertaken between the Parties or by authorized persons.
2. With respect to special fissionable material produced through the use of nuclear material and/or moderator material transferred pursuant to this Agreement and used in or produced through the use of equipment not so transferred, the provisions of Articles 7, 8, 9, 10 and 11 shall in practice be applied to that proportion of special fissionable material produced which represents the ratio of transferred nuclear material and/or moderator material used in the production of the special fissionable material to the total amount of nuclear material and/or moderator material so used.
3. Nuclear material transferred pursuant to this Agreement and nuclear material used in or produced through the use of nuclear material, moderator material or equipment transferred pursuant to this Agreement shall remain subject to the provisions of this Agreement until:
 - a) the Parties determine that it is no longer usable or 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
 - b) it has been transferred beyond the jurisdiction of either Party in accordance with the provisions of Article 7 of this Agreement; or
 - c) it is otherwise agreed between the Parties.
4. Moderator material and equipment transferred pursuant to this Agreement shall remain subject to the provisions of this Agreement until:

- a) the Parties agree that it is no longer usable for any nuclear activity relevant from the point of view of safeguards; or
 - b) it has been transferred beyond the jurisdiction of either Party in accordance with the provisions of Article 7 of this Agreement; or
 - c) it is otherwise agreed between the Parties.
5. For the purpose of implementing paragraph 3 a) of this Article, the Parties shall accept a determination made by the Agency in accordance with the provisions for the termination of the application of safeguards of the relevant safeguards agreement between a Party and the Agency.
 6. Transfers of nuclear materials specified in subparagraph i below, and transfers of source material or special fissionable material to either Party, by each individual supplier within the jurisdiction of the other Party that are consistent with the limits specified in subparagraph ii below, need not be made subject to the Agreement:
 - i. Plutonium with an isotopic composition of plutonium 238 exceeding 8076; and source material which is used only in non-nuclear activities.
 - ii. Up to 3 grams of enriched uranium, 0.1 grams of plutonium, or 0.1 grams of uranium 233 as a sensing component in an instrument;

Up to 0.001 effective kilograms (as defined in paragraph 104 of document INFCIRC/153 of the Agency) of enriched uranium, plutonium or uranium 233 in a single shipment;

Up to 0.1 effective kilograms (as defined in paragraph 104 of document INFCIRC/153 of the Agency) of enriched uranium, plutonium or uranium 233 in any period of 12 months;

Source material:

 - up to 10 kilograms of non-enriched uranium or thorium as a single shipment; and
 - up to 100(1 kilograms of non-enriched uranium or thorium in any period of 12 months.

Article 3: Peaceful Uses

No nuclear material, moderator material and equipment transferred pursuant to this Agreement and no nuclear material used in or produced through the use of any such nuclear material, moderator material or equipment shall be used for any nuclear explosive device, for research on any nuclear explosive device or development of any nuclear explosive device, or for any military purpose.

Article 4: Physical Protection

Each Party shall take such measures as are necessary to ensure, within its jurisdiction, adequate physical protection of nuclear material transferred pursuant to this Agreement and any nuclear material used in or produced through the use of nuclear material, moderator material or equipment transferred pursuant to this Agreement and apply criteria in accordance with levels of physical protection at least equivalent to those set out in the Recommendations.

Article 5: Safeguards

1. Nuclear material transferred to Switzerland pursuant to this Agreement and any nuclear

material used in or produced through the use of any nuclear material, moderator material or equipment so transferred shall be subject to safeguards in accordance with the provisions of the agreement between Switzerland and the Agency for the application of safeguards in connection with 'the Non-proliferation Treaty signed on 6 September 1978 (published as document INFCIRC/264 of the Agency) under which Agency safeguards are applied with respect to all nuclear material in all nuclear activities within the territory of Switzerland, under its jurisdiction or carried out under its control anywhere.

2. Nuclear material transferred to the United States of America pursuant to this Agreement and any nuclear material used in or produced through the use of any nuclear material, moderator material or equipment so transferred shall be subject to the provisions of the agreement between the United States of America and the Agency for the Application of Safeguards in the United States, signed on December 9, 1980 (published as document INFCIRC/288 of the Agency).

3. If the United States of America or Switzerland becomes aware of circumstances which demonstrate that the Agency is not or will not be applying safeguards in accordance with the appropriate agreement referred to in paragraph 1 or 2, the *Parties* shall immediately enter into arrangements which conform with Agency safeguards principles and procedures and to the coverage required pursuant to those paragraphs, and which provide assurance equivalent to that intended to be secured, by the system they replace. These arrangements shall be effected by agreement, other than the appropriate agreement referred to in paragraph 1 or 2, providing for application by the Agency. If either Party considers the Agency unable to apply such safeguards, however, safeguards shall be applied under bilateral arrangements.

Article 6: Transfers

1. Cooperation pursuant to this Agreement between the- United States of America and Switzerland in the peaceful uses of nuclear energy shall be in accordance with the provisions of this Agreement.

2. Nuclear material, moderator material and equipment may be transferred for applications consistent with this Agreement.

Article 7: Retransfers

No nuclear material, moderator material or equipment transferred pursuant to this Agreement and no special fissionable material produced through the use of any nuclear material, moderator material or equipment so transferred shall be retransferred, unless the Parties agree, beyond the territorial jurisdiction of the Party.

Article 8: Enrichment of Uranium

Uranium transferred pursuant to this Agreement or used in or produced through the use of equipment so transferred shall not be enriched by a Party to twenty percent or more in the isotope U²³⁵ unless the Parties agree.

Article 9: Reprocessing

Nuclear material transferred pursuant to this Agreement or used in or produced through the use of nuclear material, moderator material or equipment so transferred shall not be reprocessed unless the Parties agree.

Article 10: Alteration in Form or Content

No plutonium, uranium 233, high enriched uranium or irradiated nuclear material transferred pursuant to this Agreement or used in or produced through the use of any nuclear material, moderator material or equipment so transferred shall be altered in form or content unless the Parties agree.

Article 11: Storage

The following shall be stored only in a facility to which the Parties agree:

- i. plutonium, uranium 233 and high enriched uranium (except as contained in irradiated fuel elements) transferred pursuant to this Agreement;
- ii. plutonium, uranium 233 and high enriched uranium recovered from nuclear material transferred pursuant to this Agreement;
- iii. plutonium, uranium 233 and high enriched uranium recovered from nuclear material used in equipment transferred pursuant to this Agreement.

Article 12: Advance, Long-Term Consent

1. Consistent with the objective of preventing nuclear proliferation and with their respective national security interests, the Parties shall satisfy the requirements for agreement set forth in Articles 7, 9, 10 and 11 of this Agreement on a long-term, predictable and reliable basis that will further facilitate peaceful uses of nuclear energy in their respective countries.

2. Agreement to implement this undertaking is contained in an Agreed Minute, which shall constitute an integral part of this Agreement.

3. The Parties may also agree on a case-by-case basis to activities covered by Articles 7, 9, 10 and 11 of this Agreement.

Article 13: Suspension and Termination of Advance, Long-Term Consent

1. Either Party may suspend or terminate in whole or in part any advance, long-term consent given pursuant to Article 12 on the basis of objective evidence that its continuation would entail a serious threat to the security of either *Party*, or a significant increase in the risk of nuclear proliferation, resulting from a situation of the same or greater degree of seriousness as the following:

- a) Switzerland detonates a nuclear weapon or any other nuclear explosive device;
 - b) the United States detonates a nuclear weapon or any other nuclear explosive device using any item subject to this Agreement;
 - c) either Party materially violates, terminates, or declares itself not to be bound by the Non-Proliferation Treaty, or the relevant safeguards agreement referred to in Article 5.1. and 5.2., or the Guidelines;
 - d) either Party retransfers an item subject to this Agreement to a non-nuclear-weapon state which has not concluded a INFCIRC153-type safeguards agreement with the Agency;
 - e) a Party is subjected to measures taken by the Board of Governors of the Agency pursuant to article 19 of the safeguards agreement referred to in Article 5.1, or article I8 of the safeguards agreement referred to in Article 5.2, respectively;
 - f) acts of war or serious internal disturbances preventing the maintenance of law and order, or serious international tension constituting a threat of war, that threaten severely and directly the safeguarding or physical protection of activities covered by the advance, long-term consent pursuant to Article 12 of this Agreement on the territory of either Party.
2. The Party considering that such objective evidence may exist shall consult with the other Party, at Federal Council level for Switzerland and at Cabinet level for the United States, before reaching any decision.

3. Any such decision that such objective evidence does exist and that activities referred to in Articles 7, 9, 10 and 11 of this Agreement should therefore be suspended, shall be taken only by the Swiss Federal Council or by the President of the United States, as the case may be, and shall be notified in writing to the other Party.
4. The Parties confirm that, as of the title of entry into force of this Agreement, there exists no objective evidence of any of the threats referred to in paragraph I of this Article and that they do not foresee any such threats developing in the future.
5. Actions of governments of third countries or events beyond the territorial jurisdiction of either Party shall not be used as a basis for invoking the provisions of paragraph I of this Article with respect to activities or facility operations within the Party's territorial jurisdiction unless, due to such actions or events, those activities or facility operations would clearly result in a significant increase in the risk of nuclear proliferation or in a serious threat to the security of the Party invoking the provisions of paragraph 1 of this Article.
6. The Party invoking the provisions of paragraph 1 of this Article shall keep under constant review the development of the situation which prompted the decision and shall withdraw its invocation as soon as warranted.
7. The provisions of paragraph 1 of this Article shall not be invoked due to differences over the nature of a Party's peaceful nuclear programmes or fuel cycle choices, or for the purpose of obtaining commercial advantage, or of delaying, hampering or hindering the peaceful nuclear programmes or activities of the other Party, or its peaceful nuclear cooperation with third countries.
8. Any decision to invoke the provisions of paragraph 1 of this Article shall only be taken in the most extreme circumstances of exceptional concern from a non-proliferation or security point of view and shall be applied for the minimum period of time necessary to deal in a manner acceptable to the Parties with the exceptional case.

Article 14: Multiple Supplier Controls

If an agreement between either Party and another state or group of states provides such other state or group of states rights equivalent to any or all of those set forth under Articles 7 to 11 ,of this Agreement with respect to any nuclear material, moderator material or equipment subject to this Agreement, the Parties may, upon the request of either of them, agree that the implementation of any such rights will be accomplished by such other state or group of states.

Article 15: Non-discrimination

Should either Party subsequently conclude a new or amended agreement for peaceful nuclear cooperation with another state or group of states which does not contain one or more of the requirements presently set forth in this Agreement, or should either Party agree to implement those requirements in a manner which provides significantly greater practical advantages to a state to which all such requirements apply than this Agreement affords to the other Party, the Party which has concluded such an agreement will make its best efforts to provide to the other Party similar treatment, including, as may be necessary, through amendment of this Agreement.

Article 16: Suspension and Termination of the Agreement

1. If either Party at any time following the entry into force of this Agreement
 - (a) does not comply with the provisions of Articles 3 to 11, or
 - (b) terminates, abrogates or materially violates a safeguards agreement with the Agency, the other Party shall have the right to cease further co-operation under this

Agreement or to suspend or terminate, in whole or in part, this Agreement.

2. If either Party at any time following entry into force of this Agreement terminates or abrogates a safeguards agreement with the Agency and the safeguards agreement so terminated or abrogated has not been replaced by an equivalent safeguards agreement when appropriate and relevant, the other Party shall have the right to require the return in whole or in part of nuclear material, moderator material or equipment transferred pursuant to this Agreement and special fissionable material produced through the use of such items.

3. If Switzerland at any time following entry into force of this Agreement detonates a nuclear explosive device, the United States of America shall have the same rights as specified in paragraph 2. If the United States of America at any time following entry into force of this Agreement detonates a nuclear explosive device with special fissionable material transferred pursuant to this Agreement, Switzerland shall have the same rights as specified in paragraph 2.

4. If either Party exercises its rights under this Article to require the return of any nuclear material, moderator material or equipment, it shall, after removal from the territory of the other Party, reimburse the other Party for the fair market value of such nuclear material, moderator material and equipment.

Article 17: Consultations

The Parties undertake to consult at the request of either Party regarding the implementation of this Agreement.

Article 18: Administrative Arrangement

The appropriate authorities of the Parties shall establish an administrative arrangement in order to implement the provisions of this Agreement.

Article 19: Settlement of disputes

1. The Parties shall seek to resolve any dispute concerning the interpretation and implementation of this Agreement by negotiation.

2. If after genuine efforts of both Parties such a dispute cannot be settled by negotiations, it shall be submitted, if both Parties agree, 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. 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. 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.

4. A majority of the members of the arbitral tribunal shall constitute a quorum. All decisions shall be made by majority vote of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the arbitral tribunal.

5. The decisions of the arbitral tribunal shall be binding on both Parties and shall be implemented by them.

Article 20: Coverage of Items Subject to the Previous Agreement

1. The provisions of this Agreement shall apply to nuclear material subject to the Agreement for Cooperation Between the Government of the United States of America and the Government of Switzerland Concerning Civil Uses of Atomic Energy of 30 December 1965, as amended,

and to moderator material and equipment transferred pursuant to that agreement only to the extent to which they were covered by that agreement.

2. Should the advance, long-term consent given in Article 12 of this Agreement be suspended, as provided in Article 13, nuclear material subject to the previous agreement shall, at the option of the Party against which the suspension is applied, be regarded during such suspension as subject to this Agreement, but only to the extent covered by the previous agreement.

Article 21: Amendment of the Agreement

1. This Agreement may be amended at any time by agreement of the Parties.
2. Any such amendment shall enter into force in accordance with the procedures stipulated in Article 22 of this Agreement.

Article 22: Entry into Force and Duration

1. This Agreement shall enter into force on the date on which the Parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force.

2. This Agreement shall remain in force for a period of thirty years and shall continue in force thereafter for additional periods of five years each. Either Party may, by giving six months' written notice to the other Party, terminate this Agreement at the end of the initial thirty years period or at the end of any subsequent five years period.

3. Notwithstanding the termination or suspension of this Agreement, the rights and obligations pursuant to Articles 3, 4, 5, 7, 12, 13, 14, paragraphs 2 to 4 of Article 16, and the provisions of the Agreed Minute relevant to the implementation of Article 7 shall continue in effect.

4. If a Party gives to the other Party the written notice provided for in paragraph 2, or if a Party suspends or terminates this Agreement pursuant to Article 16 paragraph 1, the Parties shall hold consultations as soon as possible but not later than one month afterwards, for the purpose of deciding jointly whether, in addition to those referred to in paragraph 3 of this Article, further rights and obligations arising out of this Agreement, and in particular out of Articles 8, 9, 10 and 11 shall continue in effect.

5. If the Parties are unable to reach a joint decision pursuant to paragraph 4,

a) the rights and obligations provided under Articles 8, 9, 10 and 11 shall continue to apply to nuclear material, moderator material and equipment covered by this Agreement pursuant to Article 20 paragraph 1, but only to the extent such rights and obligations also applied to such nuclear material, moderator material and equipment under the previous agreement;

b) the Parties shall submit to an arbitral tribunal composed of three arbitrators appointed in accordance with Article 19 paragraph 3 the question whether, notwithstanding the expiration or suspension of the Agreement, rights and obligations in addition to those referred to in paragraph 3, in particular those arising under Articles 8, 9, 10 and 11, shall continue to apply to:

(1) nuclear material, moderator material and equipment transferred pursuant to this Agreement;

(2) nuclear material used in or produced through the use of nuclear material, moderator material and equipment transferred pursuant to this Agreement; and

(3) nuclear material produced after the entry into force of this Agreement through the use of nuclear material that was transferred pursuant to the previous agreement.

The tribunal shall operate in accordance with Article 19 paragraphs 4 and 5 and make its decision on the basis of the application of the rules and principles of international law, and in particular the Vienna Convention on the Law of Treaties.

- b) if the arbitral tribunal decides that additional rights and obligations arising under Articles 8, 9, 10 and 11 with respect to nuclear material, moderator material and equipment referred to in subparagraph b) (1), (2) and (3) shall not continue to apply following the suspension or termination of the Agreement, either Party shall have the right to require, subject to the procedures provided under Article 16, the return of such nuclear material, moderator material and equipment located in the territory of the other Party on the day of termination of this Agreement.
- c) until the Parties reach a joint decision or the arbitral tribunal renders its decision, this Agreement will remain in force notwithstanding the written notice pursuant to paragraph 2.

6. The Parties shall terminate this Agreement not later than the date upon which Switzerland accedes to the European Union. The rights and obligations with respect to nuclear supply arising out of this Agreement shall in that event be replaced by those of the agreement between the United States of America and the European Atomic Energy Community.

7. The rights and obligations with respect to other areas of nuclear cooperation shall be the subject of negotiations between the European Atomic Energy Community, the United States of America, and Switzerland in accordance with the provisions of Article 106 of the Euratom Treaty.



In witness whereof the undersigned, being duly authorized thereto by the Government of the United States of America and the Swiss Federal Council respectively, have signed this Agreement.

Done at Berne on this 31st day of October 1997, in duplicate, in the English and French languages, each being equally authentic.

For the Government of the
United States of America

For the Swiss Federal Council

AGREED MINUTE

(A) Pursuant to Article 12 of the Agreement for Co-operation Between the Government of the United States of America and the Swiss Federal Council Concerning Peaceful Uses of Nuclear Energy (hereinafter referred to as the Agreement) signed at Berne on October 31, 1997, the Parties have agreed to the following provisions which are an integral part of the Agreement:

(B) Source' material, uranium other than high enriched uranium, moderator material and equipment subject to Article 7 of the Agreement may be retransferred from Switzerland to states or groups of states outside Switzerland where the applicable agreement for cooperation between the United States of America and the state or group of states outside Switzerland permits such transfer, but not for enrichment to twenty percent or greater in the uranium isotope 235. The states or group of states to which such items may be thus transferred are identified in Annex 1 to this Agreed Minute, it being understood that the United States of America shall have the right to add states to this attached list or delete states temporarily or permanently from the list. Such transfers will be subject to the following understandings:

- (1) Switzerland shall keep records of such transfers and shall promptly notify the United States of America of each transfer;
- (2) prior to each transfer, Switzerland shall confirm to the United States of America that the items will be subject to an agreement for co-operation between the United States of America and the states or group of states receiving the items; the Parties will co-operate to obtain such confirmation on a generic basis from the other states or group of states receiving such items; and
- (3) upon their return to Switzerland, such items shall be subject to the Agreement, and Switzerland shall inform the United States of America upon return of any such item to Switzerland with regard to the understanding in paragraph (2) above.

(C) With reference to Article 7 of the Agreement, the United States of America hereby agrees that nuclear material subject to the Agreement may be retransferred subject to the following conditions to states or a group of states for reprocessing, storage or alteration in form or content at the facilities listed in Annex 2 to this Agreed Minute and insofar as the Parties specifically agree, to additional facilities.

- (1) Switzerland shall keep records and provide an account to the United States of America annually of the type, quantity, location and form of all nuclear material so retransferred;
- (2) prior to any retransfer of nuclear material beyond the territory of Switzerland, Switzerland shall obtain confirmation that the nuclear material to be retransferred will be held by the recipient state or group of states subject to an applicable agreement for peaceful nuclear co-operation with the United States of America;
- (3) the listed capacity of a facility on Annex 2 to this Agreed Minute shall be changed to conform to changes in listed capacity of the corresponding facilities on Annex A of the Agreement between the United States of America and the European Atomic Energy Community. The United States of America shall confirm to Switzerland that such changes have taken place in accordance with paragraphs 6 and 7 of the Agreed Minute of the Agreement between the United States of America and the European Atomic Energy Community.

(D) In the case of irradiated nuclear material subject to the Agreement retransferred by Switzerland, the United States of America hereby agrees to give its consent, under the

applicable agreement for co-operation, to the return to Switzerland of nuclear material recovered from that nuclear material so retransferred subject to the following conditions:

- (1) any nuclear material returned to Switzerland shall be subject to the Agreement;
- (2) any plutonium returned to Switzerland shall only be used in facilities listed in Annex 3 to this Agreed Minute, and
- (3) no later than 60 days prior to each shipment of any plutonium to Switzerland, Switzerland shall provide the United States of America with a written notification that shall include a statement advising that measures arranged for the international transport are:
 - (a) in accordance with the requirements of section 6 of the recommendations published in document INFCIRC/225/Rev. 3 of the International Atomic Energy Agency entitled "The Physical Protection of Nuclear Material" and subsequent revisions as agreed by the Parties for the transport of Category I material, including use of armed escorts or guards as recommended in section 6.2.9.1 of these recommendations, and
 - (b) consistent with the provisions of the Convention on the Physical Protection of Nuclear Material (published as document INFCIRC/274/Rev. 1 of the International Atomic Energy Agency), as it may be amended and accepted by the Parties.

(E) With reference to Article 11 of the Agreement, the Parties agree that plutonium, uranium 233, and high enriched uranium subject to the Agreement may be stored in facilities listed in Annex 3 or Annex 4 w this Agreed Minute.

(F) Additional facilities in Switzerland may be added to Annexes 3 or 4 to this Agreed Minute on the basis of a notification from Switzerland to the United States of America and receipt by Switzerland from the United States of America of an acknowledgement of such notification. The acknowledgement shall be given no later than thirty days after the receipt of the notification and shall be limited to a statement that the notification has been received. Intended additions to Annexes 3 or 4 to this Agreed Minute shall receive the fullest possible consideration during consultations under the Agreement, which may include discussions on safeguards. The notification shall contain:

- (1) the name, type and location of the facility and its existing or planned capacity;
- (2) a confirmation that safeguards arrangements have been agreed upon with the International Atomic Energy Agency (IAEA) and that those arrangements will permit the IAEA to exercise fully its rights pursuant to the safeguards arrangements referred to in Article 5 of the Agreement so as to enable the IAEA to meet its objectives and inspection goal;
- (3) such non-confidential information as is available to Switzerland on the IAEA safeguards approach; and
- (4) a confirmation that physical protection measures as required by Article 4 of the Agreement will be applied.

Switzerland may delete a facility from Annex 3 or 4 to this Agreed Minute by providing to the United States of America a notification containing the facility name and other relevant information available.

(G) The Parties hereby agree that in the event Switzerland wishes to carry out activities within its own jurisdiction in addition to those covered under paragraphs (A) through (F)

pursuant to an advance, long term consent as provided for under Article 12, paragraph 1, of the Agreement such consent may be granted by agreement of the Parties.

(H) For purposes of clarifying Article 20, paragraph 1, of the Agreement, the Parties note that, in particular, nuclear material not subject to the previous agreement or to this Agreement and used in or produced through the use of equipment transferred to Switzerland pursuant to the previous agreement shall not be subject to Article 7.

Annex 1

1. Australia
2. Canada
3. Czech Republic
4. Hungary
5. Japan
6. Korea, Republic of
7. Norway
8. Poland
9. Slovakia
10. European Atomic Energy Community

Annex 2

EURATOM DELINEATED PEACEFUL PROGRAM

<u>Reprocessing Facilities</u>			<u>Capacity</u>
COGEMA – Etablissement de La Hague	La Hague	France	1600
COGEMA – Usine UP-1 and CEA Service De l'atelier pilote	Marcoule	France	400
BRITISH NUCLEAR FUELS plc	Sellafield	U.K.	2700
UKAEA Government Division	Dounreay	U.K.	ca 5 ca 0,2
 <u>Alteration in Form or Content</u>			
BELGONUCLEAIRE - Usine de fabrication D'elements Pu	Mol	Belgium	35
FBFC INTERNATIONAL – Assemblage Des combustibles MOX	Dessel	Belgium	35
SIEMENS BRENNELEMENTEWERK - Betriebsteil MOX – Verarbeitung	Hanau	Germany	160
CERCA/Etablissement de Romans	Romans-sur-Isere	France	0,2
SOCIETE INDUSTRIELLE DE COMBUSTIBLE NUCLEAIRE	Veuvrey	France	0,05
COGEMA – Complexe de fabrication des Combustibles	Cadarache	France	30
ETABLISSEMENT MELOX	Marcoule	France	115
UKAEA Government Division	Dounreay	U.K.	ca 1 (HEU) ca 1
BRITISH NUCLEAR FUELS plc	Sellafield	U.K.	128

Annex 3

SWISS FACILITIES USING PLUTONIUM SUBJECT TO THE AGREEMENT

	<u>Facilities</u>	<u>Location</u>	<u>Quantity</u>
1.	Light Water Reactors Benzau I + II (PWR)	Benzau	13 t
2.	Research Facilities/Laboratories Paul Scherrer Institute	Villigen	120 kg Pu

Annex 3

SWISS FACILITIES USING HIGH ENRICHED URANIUM SUBJECT TO THE AGREEMENT

	<u>Facilities</u>	<u>Location</u>	<u>Quantity</u>
1.	Research Reactors		
	AGN 211 P (homogeneous) University of Basel	Basel	2,2 kg U
2.	Research Facilities / Laboratories		
	Paul Scherrer Institute	Villigen	16,5 kg U fresh