

November 13, 1962

**Memorandum from South African Department of
Foreign Affairs to Embassies in London,
Washington, Ottawa, Canberra and Vienna on the
Sale of Uranium to Israel**

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Summary:

Memorandum informing various embassies of the status of South Africa's sale of uranium to Israel, including the terms and safeguards which specified that the uranium should be "used for peaceful purposes only."

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REPUBLIC VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA

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DEPARTEMENT VAN BUITELANDSE SAKE,
DEPARTMENT OF FOREIGN AFFAIRS,
PRETORIA.

SECRET

11. 11. 1962

The Ambassador Extraordinary and Plenipotentiary
of the Republic of South Africa,
→ LONDON.
WASHINGTON.
OTTAWA.
CANBERRA.
VIENNA.

Sale of Uranium to Israel : Safeguards

The background to this question is set out on page 28 of Policy Review No. 117A.

The Prime Minister having authorised the sale, the Israeli representative in Vienna was informed that negotiations could proceed and he arrived in Pretoria for this purpose on the 7th November. He had already been informed of the safeguards formula which would be applicable to a sale limited to 10 metric tons of uranium oxide and of the terms of the contract of sale required by the Atomic Energy Board. Both the safeguards formula and the terms of the contract had been approved by the Israeli Government. The discussions were accordingly brief and the sale was concluded without any hitch. The quantity involved was 10 metric tons of uranium oxide.

With regard to safeguards, the contract itself referred to our requirements in the following terms:

- "8. The contracting parties agree that the material sold under this contract shall be used solely for the promotion and development of the peaceful uses of atomic energy and to that end agreement shall be reached between the authorities concerned as to the safeguards to ensure that the material is not used by the Buyer himself or by any other person, Governmental or otherwise, for the furtherance of military purposes or disposed of or delivered to any other Government or person other than the Buyer without adequate safeguards.
9. This contract shall not become operative until agreement has been reached on the appropriate controls and safeguards between the authorities concerned which in this case shall be the Government of the Republic of South Africa and the Government of Israel."

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The agreement referred to in paragraph 8 was concluded by means of an Exchange of Letters, initiated by the Israeli representative. The following is the text of the South African reply:

"I have the honour to acknowledge the receipt of your letter of the 9th November, 1962, reading as follows:

'Further to the contract concluded on 9th November, 1962 between the Israel Atomic Energy Commission and the South African Atomic Energy Board with regard to the purchase of ten metric tons of Uranium Oxide by the Israel Atomic Energy Commission, I hereby declare on behalf of my Government the following:

- (1) the above-mentioned quantity of Uranium Oxide shall be used for peaceful purposes only,
- (2) the above-mentioned quantity of Uranium Oxide shall not be transferred outside the boundaries of the State of Israel,
- (3) the quantity of PN material in the State of Israel as defined in Paragraph 21 of Document INFCIRC/26 of the International Atomic Energy Agency is Nil,
- (4) receipt of the material will be notified by the Government of Israel to the I.A.E.A. for registration as PN material of which the Agency can take account, pursuant to paragraph 21(d) of I.A.E.A. document INFCIRC/26,
- (5) The Government of Israel notes that the South African Government will, following the receipt of the material by the Israeli Atomic Energy Commission and the latter's notification thereof to the I.A.E.A. under paragraph (4), confirm to the Agency that

(i) the material has been supplied under the conditions set out in paragraphs (1) to (4) above and

(ii) that the Agency should take account of the material as PN material under the terms of paragraph 21(d) of I.A.E.A. document INFCIRC/26.

It is understood that this declaration meets the requirements set forth in paragraphs 8 and 9 of the Contract dated the 9th of November, 1962, concluded between the Israel Atomic Energy Commission and the South African Atomic Energy Board."

I confirm on behalf of the Government of the Republic of South Africa that the declaration in your letter under reference meets the requirements set forth in paragraphs 8 and 9 of the Contract dated the 9th of November, 1962,

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concluded between the Israel Atomic Energy Commission and the South African Atomic Energy Board."

The above is conveyed to you for your own information at this stage. In accordance with sub-paragraphs (4) and (5) of the Agreement on Safeguards, receipt of the material will be notified by the Israeli Government to the I.A.E.A. whereupon the South African Government will also inform the I.A.E.A. of the transaction and the safeguards applicable. I shall advise you when these two notifications to the I.A.E.A. are about to take place so that you may then advise the United Kingdom, U.S.A., Canadian and Australian Governments of the sale and of the terms of the safeguards agreement. Until notification to the I.A.E.A. has occurred neither the Israeli nor the South African authorities intend to divulge any information about this transaction.

C. G. von Weizsäcker
SECRETARY FOR FOREIGN AFFAIRS

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