

No. 4707

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

and

UNITED STATES OF AMERICA

**Agreement for co-operation on the uses of atomic energy
for mutual defense purposes. Signed at Washington,
on 3 July 1958**

Official text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
13 March 1959.*

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

et

ÉTATS-UNIS D'AMÉRIQUE

**Accord de coopération concernant l'utilisation de l'énergie
atomique à des fins de défense mutuelle. Signé à Wa-
shington, le 3 juillet 1958**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
13 mars 1959.*

No. 4707. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR CO-OPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES. SIGNED AT WASHINGTON, ON 3 JULY 1958

The Government of the United Kingdom of Great Britain and Northern Ireland on its own behalf and on behalf of the United Kingdom Atomic Energy Authority and the Government of the United States of America,

Considering that their mutual security and defense require that they be prepared to meet the contingencies of atomic warfare;

Considering that both countries have made substantial progress in the development of atomic weapons;

Considering that they are participating together in international arrangements pursuant to which they are making substantial and material contributions to their mutual defense and security;

Recognizing that their common defense and security will be advanced by the exchange of information concerning atomic energy and by the transfer of equipment and materials for use therein;

Believing that such exchange and transfer can be undertaken without risk to the defense and security of either country; and

Taking into consideration the United States Atomic Energy Act of 1954, as amended, which was enacted with these purposes in mind,

Have agreed as follows :

Article I

GENERAL PROVISION

While the United States and the United Kingdom are participating in an international arrangement for their mutual defense and security and making substantial and material contributions thereto, each Party will communicate to and exchange with the other Party information, and transfer materials and equipment to the other Party, in accordance with the provisions of this Agreement provided that the communicating or transferring Party determines that such cooperation will promote and will not constitute an unreasonable risk to its defense and security.

¹ Came into force on 4 August 1958, 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 XII.

Article II

EXCHANGE OF INFORMATION

A. Each Party will communicate to or exchange with the other Party such classified information as is jointly determined to be necessary to :

1. the development of defense plans;
2. the training of personnel in the employment of and defense against atomic weapons and other military applications of atomic energy;
3. the evaluation of the capabilities of potential enemies in the employment of atomic weapons and other military applications of atomic energy;
4. the development of delivery systems compatible with the atomic weapons which they carry; and
5. research, development and design of military reactors to the extent and by such means as may be agreed.

B. In addition to the cooperation provided for in paragraph A of this Article each Party will exchange with the other Party other classified information concerning atomic weapons when, after consultation with the other Party, the communicating Party determines that the communication of such information is necessary to improve the recipient's atomic weapon design, development and fabrication capability.

Article III

TRANSFER OF SUBMARINE NUCLEAR PROPULSION PLANT AND MATERIALS

A. The Government of the United States will authorize, subject to terms and conditions acceptable to the Government of the United States, a person to transfer by sale to the Government of the United Kingdom or its agent one complete submarine nuclear propulsion plant with such spare parts therefor as may be agreed by the Parties and to communicate to the Government of the United Kingdom or its agent (or to both) such classified information as relates to safety features and such classified information as is necessary for the design, manufacture and operation of such propulsion plant. A person or persons will also be authorized, for a period of ten years following the date of entry into force of this Agreement and subject to terms and conditions acceptable to the Government of the United States, to transfer replacement cores or fuel elements for such plant.

B. The Government of the United States will transfer by sale agreed amounts of U-235 contained in uranium enriched in the isotope U-235 as needed

for use in the submarine nuclear propulsion plant transferred pursuant to paragraph A of this Article, during the ten years following the date of entry into force of this Agreement on such terms and conditions as may be agreed. If the Government of the United Kingdom so requests, the Government of the United States will during such period reprocess any material sold under the present paragraph in facilities of the Government of the United States, on terms and conditions to be agreed, or authorize such reprocessing in private facilities in the United States. Enriched uranium recovered in reprocessing such materials by either Party may be purchased by the Government of the United States under terms and conditions to be agreed. Special nuclear material recovered in reprocessing such materials and not purchased by the Government of the United States may be returned to or retained by the Government of the United Kingdom and any U-235 not purchased by the Government of the United States will be credited to the amounts of U-235 to be transferred by the Government of the United States under this Agreement.

C. The Government of the United States shall be compensated for enriched uranium sold by it pursuant to this Article at the United States Atomic Energy Commission's published charges applicable to the domestic distribution of such material in effect at the time of the sale. Any purchase of enriched uranium by the Government of the United States pursuant to this Article shall be at the applicable price of the United States Atomic Energy Commission for the purchase of enriched uranium in effect at the time of purchase of such enriched uranium.

D. The Parties will exchange classified information on methods of reprocessing fuel elements of the type utilized in the propulsion plant to be transferred under this Article, including classified information on the design, construction and operation of facilities for the reprocessing of such fuel elements.

E. The Government of the United Kingdom shall indemnify and hold harmless the Government of the United States against any and all liabilities whatsoever (including third-party liability) for any damage or injury occurring after the propulsion plant or parts thereof, including spare parts, replacement cores or fuel elements are taken outside the United States, for any cause arising out of or connected with the design, manufacture, assembly, transfer or utilization of the propulsion plant, spare parts, replacement cores or fuel elements transferred pursuant to paragraph A of this Article.

Article IV

RESPONSIBILITY FOR USE OF INFORMATION, MATERIAL, EQUIPMENT AND DEVICES

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

Article V

CONDITIONS

A. Cooperation under this Agreement will be carried out by each of the Parties in accordance with its applicable laws.

B. Under this Agreement there will be no transfer by either Party of atomic weapons.

C. Except as may be otherwise agreed for civil uses, the information communicated or exchanged, or the materials or equipment transferred, by either Party pursuant to this Agreement shall be used by the recipient Party exclusively for the preparation or implementation of defense plans in the mutual interests of the two countries.

D. Nothing in this Agreement shall preclude the communication or exchange of classified information which is transmissible under other arrangements between the Parties.

Article VI

GUARANTIES

A. Classified information, materials and equipment communicated or transferred pursuant to this Agreement shall be accorded full security protection under applicable security arrangements between the Parties and applicable national legislation and regulations of the Parties. In no case shall either Party maintain security standards for safeguarding classified information, materials or equipment made available pursuant to this Agreement less restrictive than those set forth in the applicable security arrangements in effect on the date this Agreement comes into force.

B. Classified information communicated or exchanged pursuant to this Agreement will be made available through channels existing or hereafter agreed for the communication or exchange of such information between the Parties.